As filed with the Securities and Exchange Commission on October 29, 2019

Registration Statement No. 333-234304

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

Amendment No. 1
to
Form S-11
FOR REGISTRATION
UNDER THE SECURITIES ACT OF 1933
OF SECURITIES OF CERTAIN REAL ESTATE COMPANIES

Alpine Income Property Trust, Inc.

(Exact name of registrant as specified in its governing instruments)

1140 N. Williamson Blvd., Suite 140
Daytona Beach, Florida 32114
Tel: (386) 274-2202
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the Securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. ☐

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 ☐ Non-accelerated filer ☒ Smaller reporting company ☒ 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 7(a)(2)(B) of the Securities Act. ☒

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is declared effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION,
PRELIMINARY PROSPECTUS DATED OCTOBER 29, 2019

PROSPECTUS

7,500,000 Shares

Common Stock

Alpine Income Property Trust, Inc. is a newly organized real estate company that owns and operates a high quality portfolio of single-tenant commercial properties that are primarily net leased on a long-term basis and located primarily in major metropolitan statistical areas and in growth markets in the United States. We are externally managed and advised by Alpine Income Property Manager, LLC, a wholly-owned subsidiary of Consolidated-Tomoka Land Co., or CTO, a diversified real estate operating company that is publicly traded on the NYSE American under the symbol "CTO."

This is our initial public offering. No public market currently exists for our common stock.

We are selling all of the shares of common stock offered by this prospectus. We expect the public offering price to be between $ and $ per share. We have applied to list our common stock on the New York Stock Exchange under the symbol "PINE."

Concurrently with the closing of this offering, CTO will purchase from us $7.5 million in shares of our common stock in a separate private placement. CTO will purchase these shares at a price per share equal to the public offering price per share in this offering, without payment of any placement fee or underwriting discount.

We intend to elect to be taxed as a real estate investment trust, or REIT, for U.S. federal income tax purposes, commencing with our short taxable year ending December 31, 2019. We believe that, commencing with such taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws. To assist us in qualifying as a REIT, stockholders generally will be restricted from owning more than 9.8% in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. In addition, our charter contains various other restrictions on the ownership and transfer of our common stock. See "Description of Capital Stock—Restrictions on Ownership and Transfer."

We are an "emerging growth company" under U.S. federal securities laws and will be subject to reduced public company reporting requirements. You should consider the risks described in "Risk Factors" beginning on page 25 of this prospectus for risks relevant to an investment in our common stock.

	Per Share	Total
Public offering price	$	$
Underwriting discount (1)	$	$
Proceeds, to us, before expenses	$	$

(1) Includes a structuring fee payable to Raymond James & Associates, Inc. equal to 0.5% of the gross proceeds of this offering. Excludes certain other compensation payable to the underwriters. See "Underwriting" for a description of the compensation payable to the underwriters.

The underwriters may purchase up to an additional 1,125,000 shares of our common stock from us, at the public offering price less the underwriting discount, within 30 days after the date of this prospectus.

Neither the Securities and Exchange Commission, or the SEC, nor any state or non-U.S. securities commission or authority has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares on or about , 2019.

Raymond James **Baird** **B. Riley FBR** **BMO Capital Markets**

Janney Montgomery Scott **D.A. Davidson & Co.**

The date of this prospectus is , 2019.

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You should rely only on the information contained in this prospectus or any free writing prospectus prepared by us. We have not, and the underwriters have not, authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the cover of this prospectus. Our business, financial condition, liquidity, results of operations and prospects may have changed since that date.

Market Data

We use market data, demographic data, industry forecasts and industry projections throughout this prospectus. Unless otherwise indicated, we derived such information from the market study prepared for us by Rosen Consulting Group, or RCG, a nationally-recognized real estate consulting firm. Such information is included in this prospectus in reliance on RCG's authority as an expert on such matters. We have paid RCG a fee of $57,000 for such services. In addition, we have obtained certain market and industry data from publicly available industry publications. These sources generally state that the information they provide has been obtained from sources believed to be reliable, but that the accuracy and completeness of the information are not guaranteed. The industry forecasts and projections are based on historical market data and the preparers' experience in the industry, and there is no assurance that any of the projected amounts will be achieved. We believe that the market and industry research others have performed are reliable, but we have not independently verified this information.

Certain Terms Used in This Prospectus

The following terms are used throughout this prospectus and, unless the context otherwise requires or indicates, these terms are defined as follows:

- "Alpine Income Property Trust Predecessor" or "our Predecessor" means a combination of entities under common control that have been "carved out" from CTO's consolidated financial statements;
- "annualized base rent" means annualized contractually specified cash base rent in effect on September 30, 2019 for the leases for our properties in our initial portfolio (including those accounted for as direct financing leases);
- "Code" means the Internal Revenue Code of 1986, as amended;
- "concurrent CTO private placement" means the sale by us to CTO, in a separate private placement that will close concurrently with the closing of this offering, of $7.5 million in shares of our common stock at a price per share equal to the public offering price per share in this offering, without payment of any placement fee or underwriting discount;
- "CTO" means Consolidated-Tomoka Land Co. (NYSE American: CTO), a Florida corporation that is a publicly traded, diversified real estate operating company and the sole member of our Manager;
- "Equity Incentive Plans" means, collectively, the Individual Equity Incentive Plan and the Manager Equity Incentive Plan;
- "formation transactions" means the transactions described under "Structure and Formation of Our Company" that we have consummated or intend to consummate prior to or concurrently with the closing of this offering and the concurrent CTO private placement, including the acquisition of our initial portfolio;
- "GAAP" means accounting principles generally accepted in the United States of America;
- "Indigo" means Indigo Group Ltd., a Florida limited partnership and an indirect wholly-owned subsidiary of CTO;
- "Individual Equity Incentive Plan" means the Alpine Income Property Trust, Inc. 2019 Individual Equity Incentive Plan;

- "initial portfolio" means the portfolio of 20 single-tenant, primarily net leased retail and office properties occupied by 16 tenants across 15 markets in ten states that we will acquire from CTO as part of the formation transactions, as described in "Prospectus Summary—Our Initial Portfolio" and "Business and Properties—Our Initial Portfolio";

- "Manager" means Alpine Income Property Manager, LLC, a Delaware limited liability company, our external manager and a wholly-owned subsidiary of CTO;

- "Manager Equity Incentive Plan" means the Alpine Income Property Trust, Inc. 2019 Manager Equity Incentive Plan;

- "occupancy" or a specified percentage of our portfolio that is "occupied" means the quotient of (1) the total square feet of our properties minus the square feet of our properties that are vacant and from which we are not receiving any rental payment and (2) the total square feet of our properties as of a specified date;

- "OP units" means common units of limited partnership interest in our Operating Partnership, which are redeemable for cash or, at our election, shares of our common stock on a one-for-one basis, beginning one year after the issuance of such units;

- "Operating Partnership" means Alpine Income Property OP, LP, a Delaware limited partnership, through which we will hold substantially all of our assets and conduct our operations;

- "REIT" means a real estate investment trust within the meaning of Sections 856 through 860 of the Code;

- "revolving credit facility" means the $100 million unsecured revolving credit facility we expect to enter into concurrently with the completion of this offering; and

- "we," "our," "us" and "our company" mean Alpine Income Property Trust, Inc., a Maryland corporation, together with its consolidated subsidiaries, including our Operating Partnership and Alpine Income Property GP, LLC, the sole general partner of our Operating Partnership.

PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before investing in our common stock. You should read the entire prospectus carefully, including the section entitled "Risk Factors," as well as the financial statements and related notes included elsewhere in this prospectus, before making an investment decision.

Unless otherwise indicated, the information contained in this prospectus is as of September 30, 2019 and assumes that (i) the underwriters' option to purchase up to an additional 1,125,000 shares of our common stock is not exercised, (ii) the shares of our common stock to be sold in this offering and the concurrent CTO private placement are sold at $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus and (iii) the initial value of an OP unit is equal to the mid-point of the price range set forth on the front cover of this prospectus. In addition, unless otherwise indicated, the information in this prospectus assumes that this offering, the concurrent CTO private placement and the formation transactions have been completed on the terms and timing we expect and as described herein.

Our Company

We are a newly organized real estate company that owns and operates a high-quality portfolio of single-tenant commercial properties. All of the properties in our initial portfolio are leased on a long-term basis and located primarily in or in close proximity to major metropolitan statistical areas, or MSAs, and in growth markets and other markets in the United States with favorable economic and demographic conditions. Eighteen of the 20 properties in our initial portfolio, representing approximately 82% of our initial portfolio's annualized base rent (as of September 30, 2019), are leased on a triple-net basis. Our properties are primarily leased to industry leading, creditworthy tenants, many of which operate in industries we believe are resistant to the impact of e-commerce. Our initial portfolio consists of 20 single-tenant, primarily net leased retail and office properties located in 15 markets in ten states, which we acquired from CTO in our formation transactions utilizing approximately $125.9 million of proceeds from this offering and the concurrent CTO private placement and 1,223,854 OP units that have an initial value of approximately $24.5 million based on the assumed public offering price of $, which is the mid-point of the price range set forth on the front cover of this prospectus. For two of our properties in our initial portfolio, we are the lessor in a long-term ground lease to the tenant. We are externally managed by our Manager, a wholly-owned subsidiary of CTO. Concurrently with the closing of this offering, CTO will invest $7.5 million in exchange for shares of our common stock at a price per share equal to the public offering price per share in this offering. Upon completion of this offering, the concurrent CTO private placement and the formation transactions, CTO will own approximately 17.6% of our outstanding common stock (assuming the OP units to be issued to CTO in the formation transactions are exchanged for shares of our common stock on a one-for-one basis).

Our initial portfolio is comprised of single-tenant retail and office properties primarily located in or in close proximity to major MSAs, growth markets and other markets in the United States with favorable economic and demographic conditions and leased to tenants with favorable credit profiles or performance attributes. All of the properties in our initial portfolio are subject to long-term, primarily triple-net leases, which generally require the tenant to pay all of the property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance and certain capital expenditures. We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending

December 31, 2019. We believe that, commencing with such taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws.

Our objective is to maximize cash flow and value per share by generating stable and growing cash flows and attractive risk-adjusted returns through owning, operating and growing a diversified portfolio of high-quality single-tenant, net leased commercial properties with strong long-term real estate fundamentals. The 20 properties in our initial portfolio are 100% occupied and represent approximately 817,000 of gross rentable square feet with leases that have a weighted average lease term of approximately 8.2 years (based on annualized base rent as of September 30, 2019). None of our leases expire prior to January 31, 2024. Our initial portfolio is representative of our investment thesis, which consists of one or more of the following core investment criteria:

- **Attractive Locations**. The 20 properties in our initial portfolio represent approximately 817,000 gross rentable square feet, are 100% occupied and are primarily located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Approximately 82% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from properties (i) located in MSAs with populations greater than one million and unemployment rates less than 3.6% and (ii) where the mean household income within a three-mile radius of the property is greater than $88,000.

- **Creditworthy Tenants**. Approximately 38.2% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from tenants that have (or whose parent company has) an investment grade credit rating from a recognized credit rating agency. Our largest tenant, Wells Fargo N.A., has an 'A+' credit rating from S&P Global Ratings and contributed approximately 25.0% of our initial portfolio's annualized base rent as of September 30, 2019.

- **Geographically Diversified**. Our initial portfolio is occupied by 16 tenants across 15 markets in ten states. Our largest property, as measured by annualized base rent, is located in the Portland, Oregon MSA.

- **100% Occupied with Long Duration Leases**. Our initial portfolio is 100% leased and occupied. The leases in our initial portfolio have a weighted average remaining lease term of approximately 8.2 years (based on annualized base rent as of September 30, 2019), with none of the leases expiring prior to January 31, 2024.

- **Contractual Rent Growth**. Approximately 54.2% of the leases in our initial portfolio (based on annualized base rent as of September 30, 2019) provide for increases in contractual base rent during the current term. In addition, approximately 84% (based on annualized base rent as of September 30, 2019) of the leases in our initial portfolio allow for increases in base rent during the lease extension periods.

We will employ a disciplined growth strategy, which emphasizes investing in high quality properties located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We intend to lease our properties primarily to industry-leading, creditworthy tenants, many of which operate in industries we believe are resistant to the impact of e-commerce.

We believe that the single-tenant retail and office properties we own and intend to acquire will provide our stockholders with investment diversification and can deliver strong risk-adjusted returns. We expect the majority of our net leased properties will be single-tenant retail properties, with the remainder comprised of single-tenant office properties that are critical to the tenant's overall business. We believe the risk-adjusted returns for select single-tenant office properties are compelling and offer attractive investment yields, rental rates at or below prevailing market rental rates and an investment basis below replacement cost. Based on our senior management team's experience, we believe single-tenant office properties often have less buyer competition. In addition, we believe that long-term property tenants who have consistently invested their own capital into their leased premises are less likely to vacate the property and the risk of significant capital investment to re-lease the property is reduced. We believe that certain of the single-tenant office properties in our initial portfolio provide the opportunity for increased rents to higher market rent levels at the end of their lease terms.

Our Competitive Advantages

We believe our strategy and structure provide us with competitive advantages as a newly formed REIT focused on single-tenant, net leased properties.

Positioned for Growth

We believe our initial size and debt-free balance sheet position us well for growth. As a smaller company relative to our publicly-traded net lease REIT peers, we will focus our acquisition activity on transactions that are often below the deal size that many of our competitors pursue, and even smaller accretive transactions can have a meaningful impact on our net asset value and cash flows. Although we expect to evaluate a relatively large volume of potential investment transactions, we believe our size will allow us to be selective, ensuring that our acquisitions align with our investment objectives, particularly with regard to our initial investment yield, target markets and real estate and tenant quality. Our initial debt-free balance sheet, any unallocated cash from this offering and the concurrent CTO private placement and access to growth capital through an undrawn $100 million unsecured revolving credit facility that we anticipate obtaining concurrently with the completion of this offering will provide significant initial capital for our growth.

Experienced Management

The parent company of our Manager, CTO, is a 109-year old real estate company that has been publicly-traded for 50 years and is currently listed on the NYSE American. CTO has paid an annual dividend since 1976. Our senior management team, which is also the senior management team of CTO, has substantial experience investing in, owning, managing, developing and monetizing commercial real estate properties across the United States, particularly single-tenant, net leased properties. Our senior management team has an extensive network for sourcing investments, including relationships with national and regional brokers, other REITs, corporate tenants, banks and other financial services firms, private equity funds and leading commercial real estate investors. Our senior management team is led by John P. Albright, President and Chief Executive Officer of our company and CTO. Additionally, our senior management team includes: Mark E. Patten, Senior Vice President, Chief Financial Officer and Treasurer of our company and CTO; Steven R. Greathouse, Senior Vice President, Investments of our company and CTO; and Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary of our company and CTO. Messrs. Albright, Patten and Greathouse have worked together at CTO for over seven years, and our senior management team has an average of more than 19 years of experience with

public real estate companies, including REITs, as well as significant experience in leadership positions at other public companies, a Big Four public accounting firm and private real estate companies. Our senior management team is experienced in all areas of managing a public company, including regulatory reporting, capital markets activity, investor relations and communication, compliance, stock exchange matters and cost management. Our senior management team has combined experience of over 100 years, almost entirely in real estate.

During their tenure at CTO, our senior management team has executed approximately $560.0 million in commercial real estate transactions, primarily acquisitions of single-tenant, net leased properties, creating a high-quality income property portfolio that we believe compares favorably to our publicly-traded net lease REIT peers. The properties in our initial portfolio are located in markets where the average population and average household income, within a three-mile radius, are substantially higher than those of our publicly-traded net lease REIT peers. In addition, since 2012, our senior management team has disposed of more than $220 million of net leased properties generating more than $39.6 million in gross gains for CTO's shareholders. Also, while at CTO, our senior management team has sold over 5,400 acres of undeveloped land, generating proceeds of approximately $165 million, to a variety of developers and operators, including Tanger Outlets, Trader Joes, North American Development Group, or NADG, Minto Communities, or Minto, and Sam's Club. Additionally, during October 2019, CTO completed the sale of a controlling interest in a venture that holds CTO's remaining 5,300 acres of land for total proceeds of $97 million.

Our Initial Portfolio

The table below presents an overview of the properties in our initial portfolio as of September 30, 2019, unless otherwise indicated.

Property Type	Tenant	S&P Credit Rating (1)	Property Location	Rentable Square Feet	Lease Expiration Date	Remaining Term (Years)	Tenant Extension Options (Number x Years)	Contractual Rent Escalations	Annualized Base Rent(2)
Office	Wells Fargo	A+	Portland, OR	211,863	12/31/25	6.3	3x5	No	$ 3,124,979
Office	Hilton Grand Vacations	BB+	Orlando, FL	102,019	11/30/26	7.2	2x5	Yes	$ 1,658,143
Retail	LA Fitness	B+	Brandon, FL	45,000	4/26/32	12.6	3x5	Yes	$ 851,688
Retail	At Home	B+	Raleigh, NC	116,334	9/14/29	10.0	4x5	Yes	$ 658,351
Retail	Century Theater	BB	Reno, NV	52,474	11/30/24	5.2	3x5	Yes	$ 644,000
Retail	Container Store	B	Phoenix, AZ	23,329	2/28/30	10.4	2x5	Yes	$ 630,315
Office	Hilton Grand Vacations	BB+	Orlando, FL	31,895	11/30/26	7.2	2x5	No	$ 621,953
Retail	Live Nation Entertainment, Inc.	BB-	East Troy, WI	— (3)	3/31/30	10.5	N/A	Yes	$ 546,542
Retail	Hobby Lobby	N/A	Winston-Salem, NC	55,000	3/31/30	10.5	3x5	Yes	$ 522,500
Retail	Dick’s Sporting Goods	N/A	McDonough, GA	46,315	1/31/24	4.3	4x5	No	$ 472,500
Retail	Jo-Ann Fabric	B	Saugus, MA	22,500	1/31/29	9.3	4x5	Yes	$ 450,000
Retail	Walgreens	BBB	Birmingham, AL	14,516	3/31/29	9.5	N/A	No	$ 364,300
Retail	Walgreens	BBB	Alpharetta, GA	15,120	10/31/25	6.1	N/A	Yes	$ 362,880
Retail	Best Buy	BBB	McDonough, GA	30,038	3/31/26	6.5	4x5	No	$ 337,500
Retail	Outback	BB	Charlottesville, VA	7,216	9/30/31	12.0	4x5	No	$ 287,923
Retail	Walgreens	BBB	Albany, GA	14,770	1/31/33	13.3	N/A	Yes	$ 258,000
Retail	Outback	BB	Charlotte, NC	6,297	9/30/31	12.0	4x5	No	$ 206,027
Retail	Cheddars(4)	BBB	Jacksonville, FL	8,146	9/30/27	8.0	4x5	Yes	$ 175,000
Retail	Scrubbles(4)	N/A	Jacksonville, FL	4,512	10/31/37	18.1	4x5	Yes	$ 174,400
Retail	Family Dollar	BBB-	Lynn, MA	9,228	3/31/24	4.5	7x5	No	$ 160,000
Total / Wtd. Avg.				816,572		8.2			$ 12,507,001

(1) Tenant, or tenant parent, rated entity.
(2) Annualized cash base rental income in place as of September 30, 2019.
(3) The Alpine Valley Music Theatre, leased to Live Nation Entertainment, Inc., is an entertainment venue consisting of a two-sided, open-air, 7,500-seat pavilion; an outdoor amphitheater with capacity for 37,000; and over 150 acres of green space.
(4) We are the lessor in a ground lease with the tenant. Rentable square feet represents improvements on the property that revert to us at the expiration of the lease.

Acquisitions Under Evaluation

We anticipate that we will have the opportunity to grow our portfolio as a result of both third-party acquisition opportunities that our senior management team is currently evaluating and our exclusive right of first offer access to CTO’s remaining portfolio of single-tenant, net leased properties and future single-tenant, net leased properties pursuant to an exclusivity and ROFO agreement with CTO, although we do not view any such acquisition opportunities as probable at this time.

Third-Party Acquisitions Under Evaluation

As of , 2019, our senior management team is evaluating on our behalf acquisition opportunities of single-tenant, net leased properties from third-parties with an estimated aggregate purchase price of approximately $ million. These properties are located in states. We refer to these acquisition opportunities as our "acquisitions under evaluation."

We consider an acquisition opportunity to be "under evaluation" if the property satisfies the following criteria: (i) the owner has advised us that the property is available for sale; (ii) our senior management team has had active discussions with the owner regarding a potential purchase of the property and such discussions have not been terminated by either party; and (iii) our senior management team is performing preliminary due diligence on the property and on the tenant in order to ascertain whether the property and tenant appear to satisfy our investment criteria. Our senior management team identified these acquisition opportunities for us through relationships that our senior management team has within the tenant, developer and brokerage communities. However, as of , 2019, we do not have any contractual arrangements or non-binding letters of intent with any of the potential sellers of the properties included in our acquisitions under evaluation.

Converting any of our acquisitions under evaluation into a binding commitment with the seller is influenced by many factors including, but not limited to, the existence of other competitive bids, the satisfactory completion of all due diligence items by both parties and regulatory or lender approval, if required. The impact of these factors on the timing of any acquisition can vary based on the nature and size of each transaction. Once a binding commitment is reached with a seller, closing on the transaction is generally expected to occur within 30 to 60 days subject to the completion of routine property due diligence that is customary in real estate transactions. We have not entered into any binding or non-binder letters of intent or definitive purchase and sale agreements with respect to any of our acquisitions under evaluation. Accordingly, there can be no assurance that we will complete the acquisition of any of our acquisitions under evaluation.

Acquisition Opportunities from CTO

Our exclusivity and ROFO agreement requires CTO, prior to seeking to sell any of CTO's single-tenant, net leased properties (whether now owned or developed and owned by CTO in the future) to a third party, to first offer to us the right to purchase any such property. As of , 2019, CTO's portfolio of single-tenant income properties, excluding the properties that are being sold or contributed to us in the formation transactions, consists of single-tenant, net leased properties located in states representing approximately square feet of leasable area and has a weighted-average remaining lease term as of , 2019 of years.

Our exclusivity and ROFO agreement with CTO also precludes CTO from acquiring any single-tenant, net leased properties after the closing of this offering unless CTO first offers that opportunity to us and our independent directors decline to pursue the opportunity. However, this restriction will not apply to any single-tenant, net leased property that (i) was under contract for purchase by CTO or an affiliate of CTO as of the closing date of this offering, where such contract is not assignable to us and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us, or (ii) prior to the closing of this offering, CTO has identified or designated as a potential "replacement property" in connection with an open (i.e., not yet completed) like-kind exchange under Section 1031 of the Code.

As of , 2019, CTO has entered into purchase and sale contracts for CTO to purchase two single-tenant, net leased properties for an aggregate purchase price of approximately $ million. It is not anticipated that CTO will identify or designate these properties as potential "replacement properties," as described above. The acquisition of these properties is still subject to, among other things, customary closing conditions and the satisfactory completion of due diligence. It is expected that the acquisition of these properties will remain subject to ongoing due diligence at the time of the closing of this offering. The contracts providing for the acquisition of these properties by CTO are not assignable to us. Although CTO will be obligated to use commercially reasonable efforts to cause the sellers to agree to an assignment of these contracts to us, we are unable to determine at this time whether the sellers of these properties will agree to such an assignment. Accordingly, we cannot assure you that we will acquire these properties on the terms and timing described above or at all.

In addition, as of , 2019, CTO has entered into non-binding letters of intent to acquire single-tenant, net leased properties for an aggregate purchase price of $. CTO does not expect to enter into a binding purchase and sale contract with the seller of these properties prior to the closing of this offering, and it is not anticipated that CTO will identify or designate these properties as potential "replacement properties," as described above. Accordingly, pursuant to the terms of the exclusivity and ROFO agreement, CTO will be precluded from acquiring these properties, after the closing of this offering, unless CTO first offers that opportunity to us and our independent directors decline to pursue the opportunity. We cannot assure you that we will acquire these properties on the terms and timing described above or at all.

Investment Highlights

The following investment highlights describe what we believe are some of the key considerations for investing in our company:

- ***Stability and Strength of Cash Flows in our Initial Portfolio***. Our 100% occupied initial portfolio provides us with stable, long-term cash flows. Our initial portfolio of 20 properties is diversified by tenant and geography with annualized base rent of approximately $12.5 million as of September 30, 2019. We have no lease expirations prior to January 31, 2024. In addition, approximately 54.2% of the leases in our initial portfolio (based on annualized base rent as of September 30, 2019) provide for increases in contractual base rent during the current term. Only four of our initial portfolio's 16 tenants contributed more than 6% of our initial portfolio's annualized base rent as of September 30, 2019. Our largest tenant, Wells Fargo N.A., and our second largest tenant, Hilton Grand Vacations, contributed approximately 25.0% and 18.2%, respectively, of our initial portfolio's annualized base rent as of September 30, 2019. Our strategy targets a scaled portfolio that, over time, will:
  - derive no more than 10% of the portfolio's annualized base rent from any single tenant, irrespective of the tenant's credit rating;
  - derive no more than 10% of the portfolio's annualized base rent from any single industry;
  - derive no more than 5% of the portfolio's annualized base rent from any single property; and
  - maintain significant geographic diversification.

Although our strategy targets a scaled portfolio that, over time, meets the diversification criteria described above, as of September 30, 2019, our initial portfolio:

- had two tenants that individually contributed more than 10% of our annualized base rent;
- derived more than 10% of our annualized base rent from three industries;
- derived more than 5% of our annualized base rent from each of seven properties; and
- had significant geographic concentration in the West and South regions of the United States (as defined by the U.S. Census Bureau).

We believe portfolio diversification decreases the impact from an adverse event that affects a specific tenant or region.

- ***Creditworthy Tenants***. As of September 30, 2019, approximately 38.2% of our initial portfolio's annualized base rent was derived from tenants that have (or whose parent company has) an investment grade credit rating from a recognized credit rating agency. As part of our overall growth strategy, we will seek to lease and acquire properties leased to creditworthy tenants that meet our underwriting and operating guidelines. Prior to entering into any acquisition or lease transaction, our Manager's credit analysis and underwriting professionals will conduct a review of a proposed tenant's credit quality based on our established underwriting methodologies. In addition, our Manager will consistently monitor the credit quality of our portfolio by actively reviewing the creditworthiness of our tenants. We anticipate that these reviews will include periodic assessments of the operating performance of each of our tenants and annual evaluations of the credit ratings of each of our tenants, including any changes to the credit ratings of such tenants (or the parents of such tenants) as published by a recognized credit rating agency. We believe that our Manager's focus on creditworthy tenants will increase the stability of our rental revenue.

- ***Attractive Locations in Major or Fast-Growing Markets***. The properties in our initial portfolio are primarily located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Approximately 82% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from properties (i) located in MSAs with populations greater than one million and unemployment rates less than 3.6% and (ii) where the mean household income within a three-mile radius of the property is greater than $88,000. We believe that properties located in major metropolitan and growth areas benefit from certain advantageous attributes as compared to less densely populated areas, including supply constraints, barriers to entry, near-term and long-term prospects for job creation, population growth and rental rate growth. In addition, we believe that properties located in or in close proximity to major MSAs and growth markets generally have lower vacancy rates because they can potentially be leased to a broader range of tenants or redeveloped for different uses.

- ***Diverse Initial Portfolio***. We believe that our initial portfolio is diversified by tenant and geography. Our initial portfolio is diversified with 16 tenants operating in 13 industries across 15 markets in ten states.

- ***Growth Oriented Balance Sheet***. Upon completion of this offering and the related formation transactions, we will have no outstanding debt. We have a non-binding term

sheet for a $100 million unsecured revolving credit facility with a four year term and expect to enter into the facility concurrently with the completion of this offering. We expect that the credit facility will be available for funding future acquisitions and general corporate purposes. We intend to manage our balance sheet so that we have access to multiple sources of capital in the future that may offer us the opportunity to lower our cost of funding and further diversify our sources of capital. We intend to use leverage, in-line with industry standards, to continue to grow our net leased property portfolio.

- ***Platform Allows for Significant Growth***. We expect to build on our senior management team's experience in net lease real estate investing and leverage CTO's established and developed origination, underwriting, financing, documentation and property management capabilities to achieve attractive risk-adjusted growth.

- ***Focused Investment Strategy***. We seek to acquire, own and operate primarily freestanding, single-tenant commercial real estate properties primarily located in our target markets leased primarily pursuant to triple-net, long-term leases. Within our target markets, we will focus on investments in single-tenant retail and office properties. We will target tenants in industries that we believe are favorably impacted by current macroeconomic trends that support consumer spending, such as strong and growing employment and positive consumer sentiment, as well as tenants in industries that have demonstrated resistance to the impact of the growing e-commerce retail sector. We also will seek to invest in properties that are net leased to tenants that we determine have attractive credit characteristics, stable operating histories and healthy rent coverage levels, are well-located within their market and have rent levels at or below market rent levels. Furthermore, we believe that the size of our company will, for at least the near term, allow us to focus our investment activities on the acquisition of single properties or smaller portfolios of properties that represent a transaction size that most of our publicly-traded net lease REIT peers will not pursue on a consistent basis.

- ***Disciplined Underwriting Approach***. The net leased properties that we target for acquisition generally will be under long-term leases and occupied by a single tenant, consistent with our initial portfolio. In addition, we may invest in properties that we believe have strong long-term real estate fundamentals (such as attractive demographics, infill locations, desirable markets and favorable rent coverage ratios), would be suitable for use by different types of tenants or alternative uses, offer attractive risk-adjusted returns and possess characteristics that reduce our real estate investment risks. In considering the potential acquisition of a property, we also evaluate how in-place rental rates compare to current market rental rates, as well as the likelihood of an increase in the rental rate upon extension of the in-place lease or re-tenanting of the property. We seek long-term leases, typically with initial lease terms of over 10 years, plus tenant renewal options. In addition, we target leases with a triple-net structure which obligates our tenants to pay all or most property-level expenses.

Market Opportunity

According to a market study prepared for us in connection with this offering by RCG, the single-tenant, net lease market has expanded steadily over the last several years, and investor demand for net leased properties continued to gain momentum into 2019. Unlike a gross lease, which places the financial responsibility for most expenses with the property owner, the net lease structure shifts the majority or entirety of expenses for property taxes, insurance, maintenance and

often utilities and capital expenditures, to the lessee, in addition to rent payments. Net leases are generally executed for an initial term of 10 to 15 years, but 20 and 25 year leases are not uncommon. Lease agreements often include multiple options for the tenant to extend, and may include terms for periodic rent increases. Comparatively, multi-tenant commercial real estate properties under gross leases often have average initial lease terms between five and ten years with shorter or fewer options to extend. Rent escalation is also commonly embedded in the net lease terms as a specified percentage increase of existing rent per year, or determined by reference to an inflation measure such as the Consumer Price Index. With cash flows that are intended to be passive, stable and paid at regular intervals, net leased real estate is similar, in many ways, to interest-bearing corporate bonds, but with the additional potential for appreciation in the value of the underlying property.

Summary Risk Factors

You should carefully consider the risks discussed in the "Risk Factors" section of this prospectus before investing in our common stock. Some of these risks include:

- We are subject to risks related to the ownership of commercial real estate that could affect the performance and value of our properties.
- Adverse changes in U.S., global and local regions or markets that impact our tenants' businesses may materially and adversely affect us generally and the ability of our tenants to make rental payments to us pursuant to our leases.
- Our business is dependent upon our tenants successfully operating their businesses, and their failure to do so could materially and adversely affect us.
- Our assessment that certain of our tenants' businesses are insulated from e-commerce pressure may prove to be incorrect, and changes in macroeconomic trends may adversely affect our tenants, either of which could impair our tenants' ability to make rental payments to us and thereby materially and adversely affect us.
- CTO may be unable to obtain or retain the executive officers and other personnel that it provides to us through our Manager.
- There are conflicts of interest in our relationships with our Manager, which could result in outcomes that are not in our best interests.
- Our Manager's liability is limited under the management agreement, and we have agreed to indemnify our Manager against certain liabilities. As a result, we could experience unfavorable operating results or incur losses for which our Manager would not be liable.
- The management agreement with our Manager and the exclusivity and ROFO agreement with CTO were not negotiated on an arm's-length basis and may not be as favorable to us as if they had been negotiated with unaffiliated third parties.
- Our growth depends on external sources of capital, including debt financings, that are outside of our control and may not be available to us on commercially reasonable terms or at all.
- An increase in interest rates would increase our interest costs on our variable rate debt and could adversely impact our ability to refinance existing debt or sell assets.

- Failure to qualify as a REIT, or failure to remain qualified as a REIT, would cause us to be taxed as a regular corporation, which would substantially reduce funds available for distributions to our stockholders.

- There can be no assurance that we will be able to make or maintain cash distributions, and certain agreements relating to our indebtedness may, under certain circumstances, limit or eliminate our ability to make distributions to our common stockholders.

Structure and Formation of Our Company

Our Operating Partnership

Our wholly-owned subsidiary, Alpine Income Property GP, LLC, is the sole general partner of our Operating Partnership. Substantially all of our assets will be held by, and our operations will be conducted through, our Operating Partnership. Following the completion of this offering, the concurrent CTO private placement and the formation transactions, we will have a total 86.6% ownership interest in our Operating Partnership (88.0% if the underwriters exercise their option to purchase additional shares of our common stock in full), with CTO holding, directly and indirectly, a 13.4% ownership interest in our Operating Partnership (12.0% if the underwriters exercise their option to purchase additional shares of our common stock in full). Our interest in our Operating Partnership will generally entitle us to share in cash distributions from, and in the profits and losses of, our Operating Partnership in proportion to our percentage ownership. We, through our wholly-owned subsidiary, Alpine Income Property GP, LLC, will generally have the exclusive power under the partnership agreement to manage and conduct the business and affairs of our Operating Partnership, subject to certain approval and voting rights of the limited partners, which are described more fully below in “Description of the Partnership Agreement of Alpine Income Property OP, LP.” Our board of directors will manage our business and affairs.

Beginning on and after the date that is 12 months after the issuance of the OP units, each limited partner of our Operating Partnership will have the right to require our Operating Partnership to redeem part or all of its OP units for cash, based upon the value of an equivalent number of shares of our common stock at the time of the redemption, or, at our election, shares of our common stock on a one-for-one basis, subject to certain adjustments and the restrictions on ownership and transfer of our stock set forth in our charter and described under the section entitled “Description of Capital Stock—Restrictions on Ownership and Transfer.” Each redemption of OP units will increase our percentage ownership interest in our Operating Partnership and our share of its cash distributions and profits and losses. See “Description of the Partnership Agreement of Alpine Income Property OP, LP.”

Formation Transactions

Prior to completion of this offering, the concurrent CTO private placement and the formation transactions, our properties were owned and managed by CTO. Through the formation transactions, the following have occurred or will occur prior to, concurrently with or shortly after the completion of this offering.

- We were formed as a Maryland corporation, Alpine Income Property GP, LLC was formed as a Delaware limited liability company and our Operating Partnership was formed as a Delaware limited partnership in August 2019. In connection with our formation, Mr. Albright made an initial investment in us of $1,000 in exchange for 100 shares of our

common stock. Such shares will be repurchased by us at the closing of this offering for $1,000.

- We will sell 7,500,000 shares of our common stock in this offering (or 8,625,000 shares if the underwriters exercise their option to purchase additional shares of our common stock in full) and 375,000 shares of our common stock in the concurrent CTO private placement.

- We will use approximately $9.1 million from the net proceeds from this offering and the concurrent CTO private placement to fund the purchase price payable to CTO for two of the 20 properties in our initial portfolio (we refer to these properties as the "REIT Purchased Properties").

- We will contribute to our Operating Partnership the remaining net proceeds from this offering and the concurrent CTO private placement after our purchase of the REIT Purchased Properties and receive 7,417,557 OP units (or 8,542,557 OP units if the underwriters exercise their option to purchase additional shares of our common stock in full), in exchange.

- Our Operating Partnership will use approximately $116.8 million of the net proceeds we contribute to it to purchase 13 of the 20 properties in our initial portfolio (we refer to these 13 properties as the "OP Purchased Properties").

- CTO and Indigo will contribute to our Operating Partnership the remaining five properties in our initial portfolio (which we refer to as the "Contributed Properties") and receive 1,223,854 OP units in exchange. These OP Units have an initial value of approximately $24.5 million based on the assumed public offering price of $, which is the mid-point of the price range set forth on the front cover of this prospectus.

- We will grant 8,000 restricted shares of common stock, in the aggregate, to our non-employee directors pursuant to the Individual Equity Incentive Plan.

- We will contribute to our Operating Partnership the REIT Purchased Properties and receive 457,443 OP units, giving us a total 86.6% ownership interest in our Operating Partnership (88.0% if the underwriters exercise their option to purchase additional shares of our common stock in full), with CTO holding, directly and indirectly, a 13.4% ownership interest in our Operating Partnership (12.0% if the underwriters exercise their option to purchase additional shares of our common stock in full).

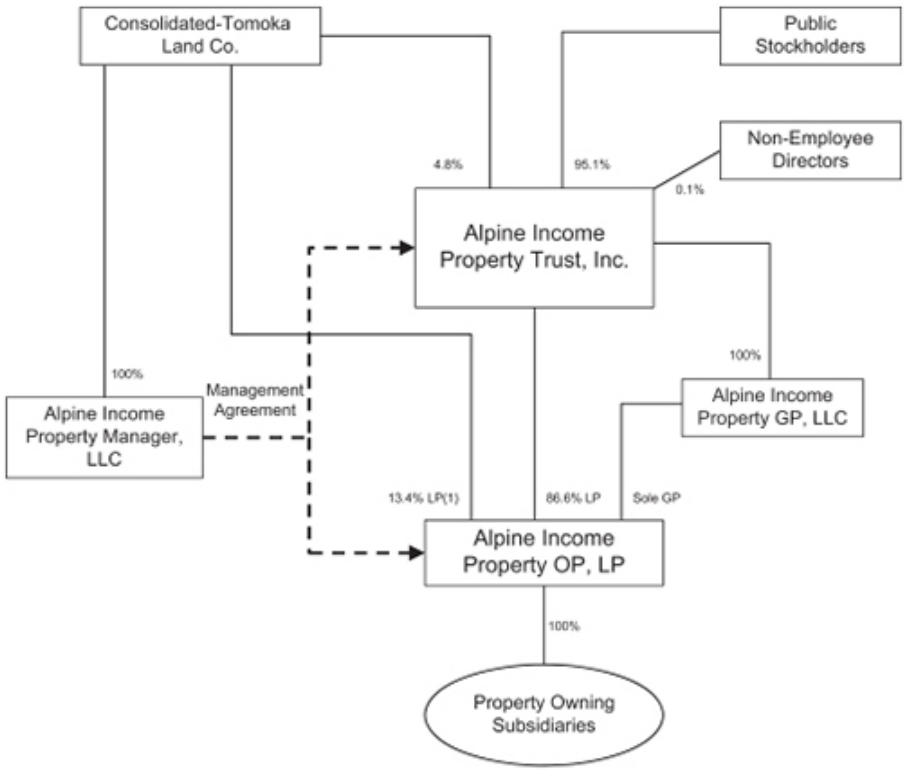
- We expect to enter into a $100 million unsecured revolving credit facility that will be available for general corporate purposes, including the funding of potential future acquisitions. Affiliates of and Raymond James & Associates, Inc. are expected to be lenders under our new revolving credit facility.

The amount of cash and OP units that we will pay, or issue, to CTO in exchange for the properties in our initial portfolio was determined by management and not through arm's length negotiations with an independent third party. In determining the value of our initial portfolio, management undertook a diligence and underwriting process that took into account, among other factors, market capitalization rates, net operating income, landlord obligations to fund future capital expenditures, lease duration, functionality and ability to release should a tenant not renew its lease, tenant creditworthiness and discount rates based on tenant creditworthiness, property location, property age, comparable sales information and capitalization rates for properties leased to tenants with similar credit profiles and lease durations, tenant operating performance and the fact that brokerage commissions would not be payable in connection with the formation

transactions. No single factor was given greater weight than any other in valuing our initial portfolio. The value attributable to our initial portfolio does not necessarily bear any relationship to the value of any particular property within that portfolio. Furthermore, we did not obtain any third-party property appraisals for the properties in our initial portfolio or any other independent third-party valuations or fairness opinions in connection with the formation transactions. As a result, the consideration we have agreed to pay CTO in the formation transactions may exceed the fair market value of our initial portfolio.

The properties comprising our initial portfolio were selected from CTO's existing income property portfolio to create an attractive and diverse portfolio of single-tenant net leased properties. Certain properties within CTO's existing income property portfolio were not included in the initial portfolio for a number of reasons, including tenant and asset class concentration, existing debt encumbrances and tax considerations. CTO does not currently intend to sell to us any additional properties from its existing income property portfolio, nor do we currently intend to purchase any such properties.

The following chart sets forth information about our company, our Operating Partnership, certain related parties and the ownership interests therein on a pro forma basis. Ownership percentages in our company and our Operating Partnership are presented assuming that the underwriters' option to purchase additional shares of our common stock is not exercised.



(1) Represents OP units held directly by CTO and indirectly through Indigo.

Benefits to Related Parties

Upon completion of this offering, the concurrent CTO private placement and the formation transactions, CTO and our directors and executive officers will receive material benefits, including the following:

- In connection with the acquisition of our initial portfolio, CTO will receive a cash payment of approximately $125.9 million from us and 1,223,854 OP units from our Operating Partnership. The OP units have an aggregate initial value of approximately $24.5 million based on the assumed public offering price of $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus.

- We will have entered into indemnification agreements with each of our directors and executive officers providing for the indemnification by us for certain liabilities and expenses incurred as a result of actions brought, or threatened to be brought, against our directors and executive officers in their capacities as such. See “Management—Indemnification.”

- We and our Operating Partnership will have entered into a management agreement with our Manager, a wholly-owned subsidiary of CTO, pursuant to which our Manager will be entitled to certain fees for its services and reimbursement of certain expenses. See “Our Manager and the Management Agreement—Management Agreement.”

- We will have entered into a tax protection agreement with CTO and Indigo, pursuant to which we will agree to indemnify CTO and Indigo against certain potential adverse tax consequences to them, which may affect the way in which we conduct our business in the future, including with respect to when and under what circumstances we sell the Contributed Properties or interests therein during the tax protection period. Pursuant to the tax protection agreement, it is anticipated that the total amount of taxable built-in gain on the Contributed Properties will be approximately $10.4 million. Such indemnification obligations could result in aggregate payments of up to $3.5 million. The amount of tax is calculated without regard to any deductions, losses or credits that may be available. See “Certain Relationships and Related Person Transactions—Tax Protection Agreement.”

- We will have entered into a registration rights agreement with CTO pursuant to which we will agree to register the resale of the shares of common stock CTO has agreed to acquire in the concurrent CTO private placement. In addition, pursuant to the terms of our Operating Partnership’s partnership agreement, following the date on which we become eligible to use a registration statement on Form S-3 for the registration of securities and subject to certain further conditions as set forth in our Operating Partnership’s partnership agreement, we will be obligated to file a shelf registration statement covering the issuance or resale of shares of our common stock received by limited partners upon redemption of their OP units. See “Description of the Partnership Agreement of Alpine Income Property OP, LP—Registration Rights” for further details.

- We will have adopted the Equity Incentive Plans to provide equity incentive opportunities to our officers, employees, non-employee directors, consultants, independent contractors and agents, and will have issued, in the aggregate, thereunder 8,000 shares of restricted common stock to our non-employee directors upon completion of this offering. See “Management—Equity Incentive Plans” for further details.

Management Agreement

Upon completion of this offering, we will enter into a management agreement with our Manager. Pursuant to the terms of the management agreement, our Manager manages, operates and administers our day-to-day operations, business and affairs, subject to the direction and supervision of our board of directors and in accordance with the investment guidelines approved and monitored by our board of directors. Our Manager is subject to the direction and oversight of our board of directors. We will pay our Manager a base management fee equal to 0.375% per quarter of our "total equity" (as defined in the management agreement and based on a 1.5% annual rate), calculated and payable in cash, quarterly in arrears.

Assuming that:

- the sum of the net cash proceeds and the value of non-cash consideration from all issuances of equity securities by us or our Operating Partnership since our inception, including OP units (calculated on a daily weighted average basis) is approximately $169.7 million,
- neither we nor our Operating Partnership has repurchased any shares of our common stock or OP units, as applicable, since our inception, and
- our total equity is not adjusted to exclude any one-time events pursuant to changes in GAAP or any non-cash items,

we estimate that the base management fees that we will pay to our Manager for the fiscal year ending December 31, 2020 will total approximately $2.7 million.

Our Manager will also have the ability to earn incentive fees based on our total stockholder return exceeding an 8% cumulative annual hurdle rate subject to a high-water mark price. For more information regarding the calculation of these incentive fees, see "Our Manager and the Management Agreement—Management Agreement—Incentive Fee."

The initial term of the management agreement will expire on the fifth anniversary of the closing date of this offering and will automatically renew for an unlimited number of successive one-year periods thereafter, unless the agreement is not renewed or is terminated in accordance with its terms.

Our independent directors will review our Manager's performance and the management fees annually and, following the initial term, the management agreement may be terminated annually upon the affirmative vote of two-thirds of our independent directors or upon a determination by the holders of a majority of the outstanding shares of our common stock, based upon (i) unsatisfactory performance that is materially detrimental to us or (ii) a determination that the management fees payable to our Manager are not fair, subject to our Manager's right to prevent such termination due to unfair fees by accepting a reduction of management fees agreed to by two-thirds of our independent directors. We may also terminate the management agreement for cause at any time, including during the initial term, without the payment of any termination fee, with 30 days' prior written notice from our board of directors. During the initial term of the management agreement, we may not terminate the management agreement except for cause.

We will pay directly or reimburse our Manager for certain expenses, if incurred by our Manager. We will not reimburse any compensation expenses incurred by our Manager or its

affiliates. Expense reimbursements to our Manager will be made in cash on a quarterly basis following the end of each quarter. In addition, we will pay all of our operating expenses, except those specifically required to be borne by our Manager pursuant to the management agreement.

For more information about the management agreement, see "Our Manager and the Management Agreement—Management Agreement."

Exclusivity and ROFO Agreement

Upon completion of this offering and the concurrent CTO private placement, we will enter into an exclusivity and ROFO agreement with CTO. During the term of the exclusivity and ROFO agreement, CTO will not, and will cause each of its affiliates (which for purposes of the exclusivity and ROFO agreement will not include our company and our subsidiaries) not to, acquire, directly or indirectly, a single-tenant, net leased property, unless:

- CTO has notified us of the opportunity by delivering a written notice (which may be made by email) containing a description of the opportunity and the terms of the opportunity to the chair of our nominating and corporate governance committee (or any successor committee performing one or more of the functions of such committee), and we have affirmatively rejected the opportunity in writing (which may be made by email), or we have failed to notify CTO in writing (which may be made by email) within ten business days after receipt of CTO's notice that we intend to pursue the opportunity;

- the opportunity involves the direct or indirect acquisition of (i) an entity that owns a portfolio of commercial income properties that includes, among others, single-tenant, net leased properties, or (ii) a portfolio of commercial income properties that includes, among others, single-tenant, net leased properties, in either case, where not more than 30% of the value of such portfolio, as reasonably determined by CTO, in consultation with our independent directors, consists of single-tenant, net leased properties;

- the opportunity involves a property that was under contract for purchase by CTO or an affiliate of CTO as of the closing date of this offering, such contract is not assignable to us and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us; or

- the opportunity involves a property which, prior to the closing of this offering, has been identified or designated by CTO as a potential "replacement property" in connection with an open (i.e., not yet completed) like-kind exchange under Section 1031 of the Code.

The terms of the exclusivity and ROFO agreement will not restrict CTO or any of its affiliates from providing financing for a third party's acquisition of single-tenant, net leased properties or from developing and owning any single-tenant, net leased property.

For purposes of the exclusivity and ROFO agreement, "single-tenant, net leased property" means a property that is net leased, on a triple-net or double-net basis, to a single tenant or, if such property is net leased to more than one tenant, 95% or more of the rental revenue derived from the ownership and leasing of such property is attributable to a single tenant.

Pursuant to the exclusivity and ROFO agreement, CTO will agree that neither CTO nor any of its affiliates (which for purposes of the exclusivity and ROFO agreement will not include our

company and our subsidiaries) will enter into any agreement with any third party for the purchase and/or sale of any single-tenant, net leased property that:

- is owned by CTO or any of its affiliates as of the closing date of this offering and that is not a part of our initial portfolio; and
- is owned by CTO or any of its affiliates after the closing date of this offering,

without first offering us the right to purchase such property.

The term of the exclusivity and ROFO agreement will commence on the date of the closing of this offering and will continue for so long as the management agreement is in effect.

Conflicts of Interest

Conflicts of interest may exist or could arise in the future with CTO and its affiliates, including our Manager, the individuals who serve as our executive officers and executive officers of CTO, any individual who serves as a director of our company and as a director of CTO and any limited partner of our Operating Partnership. Conflicts may include, without limitation: conflicts arising from the enforcement of agreements between us and CTO or our Manager; conflicts in the amount of time that executive officers and employees of CTO, who are provided to us through our Manager, will spend on our affairs versus CTO's affairs; and conflicts in future transactions that we may pursue with CTO and its affiliates. We do not generally expect to enter into joint ventures with CTO, but if we do so, the terms and conditions of our joint venture investment will be subject to the approval of a majority of disinterested directors of our board of directors.

In addition, we are subject to conflicts of interest arising out of our relationships with our Manager. Pursuant to the management agreement, our Manager is obligated to supply us with our senior management team. However, our Manager is not obligated to dedicate any specific CTO personnel exclusively to us, nor are the CTO personnel provided to us by our Manager obligated to dedicate any specific portion of their time to the management of our business. Additionally, our Manager is a wholly-owned subsidiary of CTO. All of our executive officers are executive officers and employees of CTO and one of our officers (John P. Albright) is also a member of CTO's board of directors. As a result, our Manager and the CTO personnel it provides to us may have conflicts between their duties to us and their duties to, and interests in, CTO.

In addition to our initial portfolio, we may acquire or sell single-tenant, net leased properties in which our Manager or its affiliates have or may have an interest. Similarly, our Manager or its affiliates may acquire or sell single-tenant, net leased properties in which we have or may have an interest. Although such acquisitions or dispositions may present conflicts of interest, we nonetheless may pursue and consummate such transactions. Additionally, we may engage in transactions directly with our Manager or its affiliates, including the purchase and sale of all or a portion of a portfolio asset. If we acquire a single-tenant, net leased property from CTO or one of its affiliates or sell a single-tenant, net leased property to CTO or one of its affiliates, the purchase price we pay to CTO or one of its affiliates or the purchase price paid to us by CTO or one of its affiliates may be higher or lower, respectively, than the purchase price that would have been paid to or by us if the transaction were the result of arms' length negotiations with an unaffiliated third party.

In deciding whether to issue additional debt or equity securities, we will rely in part on recommendations made by our Manager. While such decisions are subject to the approval of our

board of directors, our Manager is entitled to be paid a base management fee that is based on our "total equity" (as defined in the management agreement). As a result, our Manager may have an incentive to recommend that we issue additional equity securities at dilutive prices.

All of our executive officers are executive officers and employees of CTO. These individuals and other CTO personnel provided to us through our Manager devote as much time to us as our Manager deems appropriate. However, our executive officers and other CTO personnel provided to us through our Manager may have conflicts in allocating their time and services between us, on the one hand, and CTO and its affiliates, on the other. During a period of prolonged economic weakness or another economic downturn affecting the real estate industry or at other times when we need focused support and assistance from our Manager and the CTO executive officers and other personnel provided to us through our Manager, we may not receive the necessary support and assistance we require or that we would otherwise receive if we were self-managed.

Additionally, although we will enter into the exclusivity and ROFO agreement with CTO, the agreement contains exceptions to CTO's exclusivity for (i) opportunities that include only an incidental interest in single-tenant, net leased properties (ii) any opportunity that involves a property that was under contract for purchase by CTO or an affiliate of CTO as of the closing date of this offering, where such contract is not assignable to us and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us; and (iii) any opportunity that involves a property which, prior to the closing of this offering, has been identified or designated by CTO as a potential "replacement property" in connection an open (i.e., not yet completed) like-kind exchange under Section 1031 of the Code. Accordingly, the exclusivity and ROFO agreement will not prevent CTO from pursuing certain acquisition opportunities that otherwise satisfy our then-current investment criteria.

Our directors and executive officers have duties to our company under applicable Maryland law in connection with their management of our company. At the same time, our wholly-owned subsidiary, Alpine Income Property GP, LLC, has fiduciary duties, as the general partner, to our Operating Partnership and to the limited partners under Delaware law in connection with the management of our Operating Partnership. These duties as a general partner to our Operating Partnership and its partners may come into conflict with the duties of our directors and executive officers to our company. Unless otherwise provided for in the relevant partnership agreement, Delaware law generally requires a general partner of a Delaware limited partnership to adhere to fiduciary duty standards under which it owes its limited partners the highest duties of loyalty and care and which generally prohibits such general partner from taking any action or engaging in any transaction as to which it has a conflict of interest. The partnership agreement provides that in the event of a conflict between the interests of our stockholders on the one hand and the limited partners of our Operating Partnership on the other hand, the general partner will endeavor in good faith to resolve the conflict in a manner not adverse to either our stockholders or the limited partners; provided, however, that so long as we own a controlling interest in our Operating Partnership, any such conflict that we, in our sole and absolute discretion, determine cannot be resolved in a manner not adverse to either our stockholders or the limited partners of our Operating Partnership shall be resolved in favor of our stockholders, and we shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by the limited partners in connection with such decisions.

We intend to adopt policies that are designed to reduce certain potential conflicts of interests. See "Policies with Respect to Certain Activities—Conflict of Interest Policies."

Distribution Policy

We intend to pay cash distributions to our common stockholders out of assets legally available for distribution. We intend to make a pro rata distribution with respect to the period commencing upon the completion of this offering and ending on December 31, 2019, based on a distribution rate of $0.20 per share of common stock for a full quarter. On an annualized basis, this would be $0.80 per share of common stock, or an annualized distribution rate of approximately 4.0% based on the mid-point of the price range set forth on the front cover of this prospectus. We intend to maintain our initial distribution rate for the 12 months following the completion of this offering unless our financial condition, results of operations, funds from operations, or FFO, adjusted funds from operations, or AFFO, liquidity and cash flows, general business prospects, economic conditions or other factors differ materially from the assumptions used in projecting our initial distribution rate. We intend to make distributions that will enable us to meet the distribution requirements applicable to REITs and to eliminate or minimize our obligation to pay corporate-level federal income and excise taxes. We do not intend to reduce the expected distribution per share if the underwriters' option to purchase additional shares is exercised.

Any distributions will be at the sole discretion of our board of directors, and their form, timing and amount, if any, will depend upon a number of factors, including our actual and projected results of operations, FFO, AFFO, liquidity, cash flows and financial condition, the revenue we actually receive from our properties, our operating expenses, our debt service requirements, our capital expenditures, prohibitions and other limitations under our financing arrangements, our REIT taxable income, the annual REIT distribution requirements, applicable law, including restrictions on distributions under Maryland law, and such other factors as our board of directors deems relevant.

Restrictions on Ownership and Transfer

Our charter provides that, subject to certain exceptions, no person may beneficially or constructively own more than 9.8% in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. Our charter also prohibits any person from (i) beneficially owning shares of our capital stock to the extent that such beneficial ownership would result in our being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of the taxable year), (ii) transferring shares of our capital stock to the extent that such transfer would result in shares of our capital stock being beneficially owned by less than 100 persons (determined under the principles of Section 856(a)(5) of the Code), (iii) beneficially or constructively owning shares of our capital stock to the extent such beneficial or constructive ownership would cause us to constructively own 10% or more of the ownership interests in a tenant (other than a taxable REIT subsidiary, or TRS) of our real property within the meaning of Section 856(d)(2)(B) of the Code or (iv) beneficially or constructively owning or transferring shares of our capital stock if such ownership or transfer would otherwise cause us to fail to qualify as a REIT. The foregoing restrictions on transferability and ownership will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT.

Our board of directors, in its sole discretion, may prospectively or retroactively exempt a person from the limits described above and may establish or increase an excepted holder percentage limit for such person. The person seeking an exemption must provide to our board of directors such representations, covenants and undertakings as our board of directors may deem appropriate in order to conclude that granting the exemption will not cause us to fail to qualify as

a REIT. Our board of directors may not grant such an exemption to any person if such exemption would result in our failing to qualify as a REIT.

These ownership limitations could have the effect of discouraging a takeover or other transaction in which holders of our common stock might receive a premium for their shares over the then prevailing market price or which holders might believe to be otherwise in their best interests. For further details regarding stock ownership limits, see "Description of Capital Stock—Restrictions on Ownership and Transfer."

Tax Status

We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending December 31, 2019. We believe that, commencing with such taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws, and we intend to continue to operate in such a manner, but no assurance can be given that we will operate in a manner so as to qualify or remain qualified as a REIT.

Implications of Being an Emerging Growth Company and a Smaller Reporting Company

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and we are eligible to take advantage of certain specified reduced disclosure and other requirements that are otherwise generally applicable to public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. We have irrevocably opted-out of the extended transition period afforded to emerging growth companies in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. As a result, we will comply with new or revised accounting standards on the same time frames as other public companies that are not emerging growth companies.

We will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year during which our total annual gross revenue equals or exceeds $1.07 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt securities and (iv) the date on which we are deemed to be a "large accelerated filer" under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

We are also a "smaller reporting company" as defined in Regulation S-K under the Securities Act and may take advantage of certain of the scaled disclosures available to smaller reporting companies. We may be a smaller reporting company even after we are no longer an "emerging growth company."

Corporate Information

We were formed in August 2019, and our principal offices are located at 1140 N. Williamson Blvd., Suite 140, Daytona Beach, Florida 32114. Our telephone number is (386) 274-2202.

The Offering

Common stock offered by us	7,500,000 shares (plus up to an additional 1,125,000 shares that we may issue and sell upon the exercise of the underwriters' option to purchase additional shares)
Common stock to be outstanding after this offering and the concurrent CTO private placement	7,883,000 shares of common stock (1)
Common stock and OP units to be outstanding after this offering, the concurrent CTO private placement and the formation transactions	9,106,854 shares of common stock (1) and OP units (2)
Use of proceeds	We expect to receive net proceeds from this offering and the concurrent CTO private placement of approximately $145.3 million (or approximately $166.2 million if the underwriters exercise their option to purchase additional shares in full), assuming a public offering price of $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus, after deducting the underwriting discount and estimated offering expenses payable by us. We intend to use approximately $9.1 million of the net proceeds from this offering and the concurrent CTO private placement to fund the cash purchase price for the REIT Purchased Properties. We will contribute these properties and the remaining net proceeds from this offering and the concurrent CTO private placement to our Operating Partnership in exchange for OP units. We intend to cause our Operating Partnership to use approximately $116.8 million of the remaining net proceeds from this offering and the concurrent CTO private placement to fund the cash purchase price for the OP Purchased Properties. Any remaining net proceeds will be used for general corporate and working capital purposes, including possible future property acquisitions. See "Use of Proceeds."
Listing	We have applied to list our common stock on the New York Stock Exchange, or the NYSE, under the symbol "PINE."
Risk factors	Investing in our common stock involves risks. You should carefully read and consider the information set forth under "Risk Factors" beginning on page 25 of this prospectus and all other information in this prospectus before making a decision to invest in our common stock.

(1) Includes (a) 7,500,000 shares of our common stock to be issued in this offering, (b) 375,000 shares of our common stock to be issued in the concurrent CTO private placement and (c) 8,000 restricted shares of common stock to be granted, in the aggregate, to our non-employee directors in connection with the completion of this offering pursuant to the Individual Equity Incentive Plan. Excludes up to (a) 1,125,000 shares of our common stock issuable upon the exercise in full of the underwriters' option to purchase additional shares, (b) shares of our common stock available for future issuance pursuant to the Equity Incentive Plans, (c) 1,223,854 shares of our common stock issuable by us, at our option, upon redemption of the OP units to be issued to CTO and Indigo in the formation transactions and (d) 100 shares of our common stock that were issued to John P. Albright, President and Chief Executive Officer of our company and CTO, for $1,000 in connection with our initial capitalization and that will be repurchased by us at cost at the closing of this offering.

(2) Includes 1,223,854 OP units to be issued to CTO and Indigo in the formation transactions. OP units are redeemable for cash or, at our election, shares of our common stock on a one-for-one basis, subject to adjustment in certain circumstances, beginning one year after the issuance of any OP units.

Summary Selected Historical and Pro Forma Financial Information and Other Data

Set forth below is summary selected financial information and other data presented on (i) a historical basis for Alpine Income Property Trust Predecessor and (ii) a pro forma basis for our company after giving effect to the completion of this offering, the concurrent CTO private placement, the formation transactions and the other adjustments described in the unaudited pro forma consolidated financial statements beginning on page F-2 of this prospectus. We have not presented historical data for Alpine Income Property Trust, Inc. because we have not had any corporate activity since our formation other than the issuance of common stock in connection with our initial capitalization and activity in connection with this offering and the formation transactions. Accordingly, we do not believe that a presentation of the historical results of Alpine Income Property Trust, Inc. would be meaningful. Prior to or concurrently with the completion of this offering and the concurrent CTO private placement, we will consummate the formation transactions pursuant to which, among other things, we will acquire our initial portfolio from CTO. Upon completion of the formation transactions, substantially all of our assets will be held by, and substantially all of our operations will be conducted through, our Operating Partnership. For more information regarding the formation transactions, please see "Structure and Formation of Our Company."

Alpine Income Property Trust Predecessor's historical combined balance sheet data as of December 31, 2018 and 2017 and historical combined operating data for the years ended December 31, 2018 and 2017 have been derived from Alpine Income Property Trust Predecessor's audited historical combined financial statements included elsewhere in this prospectus, reflect the financial position and results of operations of 15 of the 20 single-tenant properties in our initial portfolio and are not necessarily indicative of our future performance. Alpine Income Property Trust Predecessor's historical combined balance sheet data as of September 30, 2019 and historical combined operating data for the nine months ended September 30, 2019 and 2018 have been derived from Alpine Income Property Trust Predecessor's unaudited historical combined financial statements included elsewhere in this prospectus. In management's opinion, Alpine Income Property Trust Predecessor's unaudited interim financial and operating data have been prepared in accordance with GAAP on the same basis as its audited financial statements and related notes included elsewhere in this prospectus and, in the opinion of management, reflect all adjustments consisting only of normal recurring adjustments that management considers necessary to state fairly the financial information as of and for the periods presented. The historical combined financial data included below and set forth elsewhere in this prospectus are not necessarily indicative of our future performance, and results for any interim period are not necessarily indicative of the results for any full year.

The summary selected pro forma financial and operating data as of September 30, 2019 and for the nine months ended September 30, 2019 and the year ended December 31, 2018 assume the completion of this offering, the concurrent CTO private placement, the formation transactions and the other adjustments described in the unaudited pro forma consolidated financial statements had occurred on September 30, 2019 for purposes of the unaudited pro forma consolidated balance sheet data and on January 1, 2018 for purposes of the unaudited pro forma consolidated statements of operations data. Our pro forma financial information is not necessarily indicative of what our actual financial position and results of operations would have been as of the date and for the period indicated, nor does it purport to represent our future financial position or results of operations.

You should read the following summary selected financial and other data together with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business and Properties" and the historical and pro forma financial statements and related notes appearing elsewhere in this prospectus.

Operating Data:

	Nine Months Ended September 30,			Year Ended December 31,		
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical) (Unaudited)	2018 (Pro Forma) (Unaudited)	2018 (Historical)	2017 (Historical)
Revenues						
Lease Income	$ 10,593,307	$ 9,426,482	$ 8,834,994	$ 14,183,736	$ 11,719,549	$ 8,454,498
Total Revenues	10,593,307	9,426,482	8,834,994	14,183,736	11,719,549	8,454,498
Direct Costs of Revenues						
Real Estate Expenses	1,138,539	1,138,539	1,064,257	1,619,523	1,619,523	1,468,792
Total Direct Costs of Revenues	1,138,539	1,138,539	1,064,257	1,619,523	1,619,523	1,468,792
Interest Expense	129,375	—	—	172,500	—	286,242
General and Administrative Expenses	3,246,000	1,415,330	966,685	4,328,000	1,184,352	829,349
Depreciation and Amortization	4,267,106	3,946,794	3,643,709	5,689,476	4,900,719	3,057,346
Total Expenses	8,781,020	6,500,663	5,674,651	11,809,499	7,704,594	5,641,729
Net Income	1,812,287	$ 2,925,819	$ 3,160,343	2,374,237	$ 4,014,955	$ 2,812,769
Less: Net Income Attributable to Noncontrolling Interest	(243,550)			(319,070)		
Net Income Attributable to Alpine Income Property Trust, Inc.	$ 1,568,737			$ 2,055,167		
Pro forma weighted average common shares outstanding—basic	7,883,000			7,883,000		
Pro forma weighted average common shares outstanding—diluted	9,106,854			9,106,854		
Pro forma basic earnings per share	$ 0.20			$ 0.26		
Pro forma diluted earnings per share	$ 0.17			$ 0.23		

Balance Sheet Data:

	As of September 30,		As of December 31,	
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical)	2017 (Historical)
Total Real Estate, at cost	$ 134,976,509	$ 143,943,628	$ 120,151,964	$ 115,342,470
Real Estate—Net	$ 134,976,509	$ 132,338,606	$ 111,151,636	$ 109,583,922
Cash and Cash Equivalents	$ 18,745,429	$ 60,267	$ 8,258	$ 6,900
Intangible Lease Assets—Net	$ 17,783,964	$ 12,890,412	$ 10,555,596	$ 11,545,306
Straight-Line Rent Adjustment	$ —	$ 1,819,372	$ 1,483,390	$ 1,032,824
Deferred Expenses	$ 585,000	$ 2,911,836	$ 3,223,768	$ 3,640,039
Other Assets	$ —	$ 220,713	$ 128,300	$ 169,402
Total Assets	$ 172,090,902	$ 150,241,206	$ 126,550,948	$ 125,978,393
Accounts Payable, Accrued Expenses, and Other Liabilities	$ —	$ 426,778	$ 307,133	$ 3,464,844
Prepaid Rent and Deferred Revenue	$ —	$ 337,466	$ 344,682	$ 371,937
Intangible Lease Liabilities—Net	$ 2,363,822	$ 1,899,047	$ 1,710,037	$ 1,761,764
Total Liabilities	$ 2,363,822	$ 2,663,291	$ 2,361,852	$ 5,598,545
Total Equity	$ 169,727,080	$ 147,577,915	$ 124,189,096	$ 120,379,848

Other Data:

	Nine Months Ended September 30,			Year Ended December 31,		
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical) (Unaudited)	2018 (Pro Forma) (Unaudited)	2018 (Historical) (Unaudited)	2017 (Historical) (Unaudited)
FFO	$ 6,079,393	$ 6,872,613	$ 6,804,052	$ 8,063,713	$ 8,915,674	$ 5,870,115
AFFO	$ 5,753,859	$ 7,009,039	$ 6,744,456	$ 7,567,426	$ 8,770,636	$ 5,507,028

(1) FFO and AFFO are non-GAAP financial measures. For definitions of FFO and AFFO, and reconciliations of these metrics to net income, the most directly comparable GAAP financial measure, and a statement of why our management believes the presentation of these metrics provide useful information to investors and any additional purposes of which management uses these metrics, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures.”

RISK FACTORS

Investing in our common stock involves risks. Before you invest in our common stock, you should carefully consider the risk factors below together with all of the other information included in this prospectus. If any of the risks discussed in this prospectus were to occur, our business, financial condition, liquidity, cash flows, results of operations and prospects and our ability to service our debt and make distributions to our stockholders could be materially and adversely affected (which we refer to collectively as "materially and adversely affecting us" or having "a material adverse effect on us" and comparable phrases), the market price of our common stock could decline significantly, and you could lose all or part of your investment in our common stock. Some statements in this prospectus, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section in this prospectus entitled "Special Note Regarding Forward-Looking Statements."

Risks Related to Our Business and Properties

We are subject to risks related to the ownership of commercial real estate that could affect the performance and value of our properties.

Factors beyond our control can affect the performance and value of our properties. Our core business is the ownership of single-tenant commercial net leased properties. Accordingly, our performance is subject to risks incident to the ownership of commercial real estate, including:

- inability to collect rents from tenants due to financial hardship, including bankruptcy;
- changes in local real estate conditions in the markets where our properties are located, including the availability and demand for the properties we own;
- changes in consumer trends and preferences that affect the demand for products and services offered by our tenants;
- adverse changes in national, regional and local economic conditions;
- inability to lease or sell properties upon expiration or termination of existing leases;
- environmental risks, including the presence of hazardous or toxic substances on our properties;
- the subjectivity of real estate valuations and changes in such valuations over time;
- illiquidity of real estate investments, which may limit our ability to modify our portfolio promptly in response to changes in economic or other conditions;
- zoning or other local regulatory restrictions, or other factors pertaining to the local government institutions which inhibit interest in the markets in which our properties are located;
- changes in interest rates and the availability of financing;
- competition from other real estate companies similar to ours and competition for tenants, including competition based on rental rates, age and location of properties and the quality of maintenance, insurance and management services;

- acts of God, including natural disasters, which may result in uninsured losses;
- acts of war or terrorism, including consequences of terrorist attacks;
- changes in tenant preferences that reduce the attractiveness and marketability of our properties to tenants or cause decreases in market rental rates;
- costs associated with the need to periodically repair, renovate or re-lease our properties;
- increases in the cost of our operations, particularly maintenance, insurance or real estate taxes which may occur even when circumstances such as market factors and competition cause a reduction in our revenues;
- changes in governmental laws and regulations, fiscal policies and zoning ordinances and the related costs of compliance with laws and regulations, fiscal policies and ordinances; and
- commodities prices.

The occurrence of any of the risks described above may cause the performance and value of our properties to decline, which could materially and adversely affect us.

Adverse changes in U.S., global and local regions or markets that impact our tenants' businesses may materially and adversely affect us generally and the ability of our tenants to make rental payments to us pursuant to our leases.

Our results of operations, as well as the results of operations of our tenants, are sensitive to changes in U.S., global and local regions or markets that impact our tenants' businesses. Adverse changes or developments in U.S., global or regional economic conditions may impact our tenants' financial condition, which may adversely impact their ability to make rental payments to us pursuant to the leases they have with us and may also impact their current or future leasing practices. Adverse economic conditions such as high unemployment levels, rising interest rates, increased tax rates and increasing fuel and energy costs may have an impact on the results of operations and financial conditions of our tenants, which would likely adversely impact us. During periods of economic slowdown and declining demand for real estate, we may experience a general decline in rents or increased rates of default under our leases. A lack of demand for rental space could adversely affect our ability to maintain our current tenants and gain new tenants, which may affect our growth, profitability and ability to pay dividends.

Our business is dependent upon our tenants successfully operating their businesses, and their failure to do so could materially and adversely affect us.

Each of our properties is occupied by a single tenant. Therefore, the success of our investments in these properties is materially dependent upon the performance of our tenants. The financial performance of any one of our tenants is dependent on the tenant's individual business, its industry and, in many instances, the performance of a larger business network that the tenant may be affiliated with or operate under. The financial performance of any one of our tenants could be adversely affected by poor management, unfavorable economic conditions in general, changes in consumer trends and preferences that decrease demand for a tenant's products or services or other factors over which neither they nor we have control. Our portfolio includes properties leased to single tenants that operate in multiple locations, which means we own multiple properties operated by the same tenant. To the extent we own multiple properties operated by one tenant, the general failure of that single tenant or a loss or significant decline in its business could materially and adversely affect us.

At any given time, any tenant may experience a decline in its business that may weaken its operating results or the overall financial condition of individual properties or its business as a whole. Any such decline may result in our tenant failing to make rental payments when due, declining to extend a lease upon its expiration, delaying occupancy of our property or the commencement of the lease or becoming insolvent or declaring bankruptcy. We depend on our tenants to operate their businesses at the properties we own in a manner which generates revenues sufficient to allow them to meet their obligations to us, including their obligations to pay rent, maintain certain insurance coverage, pay real estate taxes, make repairs and otherwise maintain our properties. The ability of our tenants to fulfill their obligations under our leases may depend, in part, upon the overall profitability of their operations. Cash flow generated by certain tenant businesses may not be sufficient for a tenant to meet its obligations to us pursuant to the applicable lease. We could be materially and adversely affected if a tenant representing a significant portion of our operating results or a number of our tenants were unable to meet their obligations to us.

Our assessment that certain of our tenants' businesses are insulated from e-commerce pressure may prove to be incorrect, and changes in macroeconomic trends may adversely affect our tenants, either of which could impair our tenants' ability to make rental payments to us and thereby materially and adversely affect us.

We invest in properties leased, in many instances, to tenants engaged in businesses that we believe are generally insulated from the impact of e-commerce. While we believe our assessment to be accurate, businesses previously thought to be resistant to the pressure of the increasing level of e-commerce have ultimately been proven to be susceptible to competition from e-commerce. Overall business conditions and the impact of technology, particularly in the retail industry, are rapidly changing, and our tenants may be adversely affected by technological innovation, changing consumer preferences and competition from non-traditional sources. To the extent our tenants face increased competition from non-traditional competitors, such as internet vendors, their businesses could suffer. There can be no assurance that our tenants will be successful in meeting any new competition, and a deterioration in our tenants' businesses could impair their ability to meet their lease obligations to us and thereby materially and adversely affect us.

Additionally, we believe that many of the businesses operated by our tenants are benefiting from current favorable macroeconomic trends that support consumer spending, such as strong and growing employment levels, a relatively low interest rate environment and positive consumer sentiment. Economic conditions are generally cyclical, and developments that discourage consumer spending, such as increasing unemployment, wage stagnation, decreases in the value of real estate, inflation or increasing interest rates, could adversely affect our tenants, impair their ability to meet their lease obligations to us and materially and adversely affect us.

Properties occupied by a single tenant pursuant to a single lease subject us to significant risk of tenant default.

Our strategy focuses on owning, operating and investing in single-tenant, net leased commercial properties. Therefore, the financial failure of, or default in payment by, a tenant under its lease is likely to cause a significant or complete reduction in our rental revenue from that property and possibly a reduction in the value of the property. We may also experience difficulty or a significant delay in re-leasing or selling such property. This risk is magnified in situations where we lease multiple properties to a single tenant and the financial failure of the tenant's business affects more than a single property. A failure or default by such a tenant could reduce or eliminate rental revenue from multiple properties and reduce the value of such properties, which could materially and adversely affect us.

We may experience a decline in the fair value of our real estate assets which could result in impairments and would impact our financial condition and results of operations.

A decline in the fair market value of our long-lived assets may require us to recognize an impairment against such assets (as defined by Financial Accounting Standards Board, or the FASB, authoritative accounting guidance) if certain conditions or circumstances related to an asset were to change and we were to determine that, with respect to any such asset, that the cash flows no longer support the carrying value of the asset. The fair value of our long-lived assets depends on market conditions, including estimates of future demand for these assets, and the revenues that can be generated from such assets. If such a determination were to be made, we would recognize the estimated unrealized losses through earnings and write down the depreciated cost of such assets to a new cost basis, based on the fair value of such assets on the date they are considered to be impaired. Such impairment charges reflect non-cash losses at the time of recognition, and subsequent dispositions or sales of such assets could further affect our future losses or gains, as they are based on the difference between the sales price received and the adjusted depreciated cost of such assets at the time of sale.

Our portfolio has geographic market concentrations that make us susceptible to adverse developments in those geographic markets.

In addition to general, regional, national and global economic conditions, our operating performance is impacted by the economic conditions of the specific geographic markets in which we have concentrations of properties. Our initial portfolio includes substantial holdings in the following states as of September 30, 2019 (based on annualized base rent): Oregon, Florida, Georgia, North Carolina, Arizona and Nevada. In addition, a significant portion of our holdings as of that date (based on annualized base rent) was located in the South (55.6%) and West (35.2%) regions of the United States (as defined by the U.S. Census Bureau). Our geographic concentrations could adversely affect our operating performance if conditions become less favorable in any of the states or markets within such states in which we have a concentration of properties. We cannot assure you that any of our markets will grow, not experience adverse developments or that underlying real estate fundamentals will be favorable to owners and operators of commercial properties. Our operations may also be affected if competing properties are built in our markets. A downturn in the economy in the states or regions in which we have a concentration of properties, or markets within such states or regions, could adversely affect our tenants operating businesses in those states or regions, impair their ability to pay rent to us and thereby materially and adversely affect us.

We are subject to risks related to tenant concentration, and an adverse development with respect to a large tenant could materially and adversely affect us.

As of September 30, 2019, Wells Fargo, N.A., our largest tenant, contributed 25.0% of our annualized base rent. Additionally, we derived 18.2% of our annualized base rent as of September 30, 2019 from our second largest tenant, Hilton Grand Vacations. We have two other tenants, Walgreens and LA Fitness, that contribute approximately 7.9% and 6.8%, respectively, of our annualized base rent as of September 30, 2019. As a result, our financial performance depends significantly on the financial condition of these tenants and, for the tenants operating a retail business at the property, on the revenues generated from these tenants. In the future, we may have additional tenant and property concentrations. In the event that one of these tenants, or another tenant that occupies a significant number of our properties or whose lease payments represent a significant portion of our rental revenue, were to experience financial difficulty or file for bankruptcy, it could have a material adverse effect on us.

Certain of our tenants are not rated by a recognized credit rating agency or do not have an investment grade rating from such an agency. Leases with unrated or non-investment grade rated tenants may be subject to a greater risk of default.

As of September 30, 2019, approximately 61.8% of our tenants or parent entities thereof (based on annualized base rent) were not rated or did not have an investment grade credit rating from a recognized rating agency. Leases with non-investment grade or unrated tenants may be subject to a greater risk of default. Unrated tenants or non-investment grade tenants may also be more likely to experience financial weakness or file for bankruptcy than tenants with investment grade credit ratings. When we consider the acquisition of a property with an in-place lease with an unrated or non-investment grade rated tenant or leasing a property to a tenant that does not have a credit rating or does not have an investment grade rating, we evaluate the strength of the proposed tenant's business at the property level and at a corporate level, if applicable, and may consider the risk of tenant/company insolvency using internally developed methodologies or assessments provided by third parties. If our evaluation of an unrated or non-investment grade tenant's creditworthiness is inaccurate, the default or bankruptcy risk related to the tenant may be greater than anticipated. In the event that any of our unrated tenants were to experience financial weakness or file for bankruptcy, it could have a material adverse effect on us.

The decrease in demand for retail space may materially and adversely affect us.

As of September 30, 2019, leases representing approximately 56.8% of the annualized base rent of our initial portfolio were with tenants operating retail businesses. In the future, we intend to acquire additional properties leased to a single tenant operating a retail business at the property. Accordingly, decreases in the demand for leasing retail space may have a greater adverse effect on us than if we had fewer investments in retail properties. The market for leasing of retail space has historically been adversely affected by weakness in the national, regional and local economies, the adverse financial condition of some large retail companies, consolidation in the retail industry, the excess amount of retail space in a number of markets and increasing e-commerce pressure. To the extent that adverse conditions arise or continue, they are likely to negatively affect market rents for retail space and could materially and adversely affect us.

We may be unable to renew leases, lease vacant space or re-lease space as leases expire on favorable terms or at all.

Our results of operations depend on our ability to lease our properties, including renewing expiring leases, leasing vacant space and re-leasing space in properties where leases are expiring. In leasing or re-leasing our properties, we may be unable to optimize our tenant mix or execute leases on more economically favorable terms than the prior in-place lease. Our tenants may decline, or may not have the financial resources available, to renew their leases, and there can be no assurance that leases that are renewed will have terms that are as economically favorable to us as the expiring lease terms. If tenants do not renew their leases as they expire, we will have to source new tenants to lease our properties, and there can be no assurance that we will be able to find new tenants or that our properties will be re-leased at rental rates equal to or above the previous in-place lease or current average rental rates or that substantial rent abatements, tenant improvement allowances, early termination rights or below-market renewal options will not be offered to attract new tenants. We may experience increased costs in connection with re-leasing our properties, which could materially and adversely affect us.

Certain provisions of our leases may be unenforceable.

Our rights and obligations with respect to our leases are governed by written agreements. A court could determine that one or more provisions of such an agreement are unenforceable. We

could be adversely impacted if this were to happen with respect to a property or group of properties.

The bankruptcy or insolvency of any of our tenants could result in the termination of such tenant's lease and material losses to us.

The occurrence of a tenant bankruptcy or insolvency would likely diminish the income we receive from that tenant's lease or leases or force us to re-tenant a property as a result of a default of the in-place tenant or a rejection of a tenant lease by a bankruptcy court. If a tenant files for bankruptcy or becomes insolvent, federal law may prohibit us from evicting such tenant based solely upon such bankruptcy or insolvency. In addition, a bankrupt or insolvent tenant may be authorized to reject and terminate its lease or leases with us. Any claims against such bankrupt tenant for unpaid rent or future rent would be subject to statutory limitations that would likely result in our receipt of rental revenues that are substantially less than the contractually specified rent we are owed under the lease or leases. In addition, any claim we have for unpaid past rent, if any, may not be paid in full. We may also be unable to re-lease a property in which the in-place lease was not terminated or rejected or to re-lease it on comparable or more favorable terms. As a result, tenant bankruptcies or insolvencies may materially and adversely affect us.

We may not acquire the properties that we evaluate in our pipeline.

We will generally seek to maintain a robust pipeline of investment opportunities. Transactions may fail to close for a variety of reasons, including the discovery of previously unknown liabilities or other items uncovered during our diligence process. Similarly, we may never execute binding purchase agreements with respect to properties that are currently subject to non-binding letters of intent, and properties with respect to which we are negotiating may never lead to the execution of any letter of intent. For many other reasons, we may not ultimately acquire the properties in our pipeline.

As we continue to acquire properties, we may decrease or fail to increase the diversity of our portfolio.

While we will seek to maintain or increase our portfolio's tenant, geographic and industry diversification with future acquisitions, it is possible that we may determine to consummate one or more acquisitions that actually decrease our portfolio's diversity. If our portfolio becomes less diverse, our business will be more sensitive to tenant or market factors, including the bankruptcy or insolvency of tenants, to changes in consumer trends of a particular industry and to a general economic downturn or downturns in a market or particular geographic area.

We may obtain only limited warranties when we acquire a property and may only have limited recourse if our due diligence did not identify any issues that may subject us to unknown liabilities or lower the value of our property, which could adversely affect our financial condition and ability to make distributions to you.

The seller of a property often sells the property in its "as is" condition on a "where is" basis and "with all faults," without any warranties of merchantability or fitness for a particular use or purpose. In addition, purchase agreements may contain only limited warranties, representations and indemnifications that will survive for only a limited period after the closing. The acquisition of, or purchase of, properties with limited warranties increases the risk that we may lose some or all of our invested capital in the property, lose rental income from that property or may be subject to unknown liabilities with respect to such properties.

The tenants that occupy our properties compete in industries that depend upon discretionary spending by consumers. A reduction in the willingness or ability of consumers to use their discretionary income in the businesses of our tenants and potential tenants could adversely impact our tenants' business and thereby adversely impact our ability to collect rents and reduce the demand for leasing our properties.

Certain properties in our portfolio are leased to tenants operating retail, service-oriented or experience-based businesses. Restaurants (including quick service and casual and family dining), home furnishings, entertainment (including movie theaters), sporting goods and health and fitness represent a significant portion of the industries in our portfolio. The success of most of the tenants operating businesses in these industries depends on consumer demand and, more specifically, the willingness of consumers to use their discretionary income to purchase products or services from our tenants. A prolonged period of economic weakness, another downturn in the U.S. economy or accelerated dislocation of these industries due to the impact of e-commerce could cause consumers to reduce their discretionary spending in general or spending at these locations in particular, which could have a material and adverse effect on us.

The vacancy of one or more of our properties could result in us having to incur significant capital expenditures to re-tenant the space.

The loss of a tenant, either through lease expiration or tenant bankruptcy or insolvency, may require us to spend significant amounts of capital to renovate the property before it is suitable for a new tenant and cause us to incur significant costs to source new tenants. In many instances, the leases we enter into or assume through acquisition are for properties that are specifically suited to the particular business of our tenants. Because these properties have been designed or physically modified for a particular tenant, if the current lease is terminated or not renewed, we may be required to renovate the property at substantial costs, decrease the rent we charge or provide other concessions in order to lease the property to another tenant. In addition, in the event we decide to sell the property, we may have difficulty selling it to a party other than the tenant due to the special purpose for which the property may have been designed or modified. This potential limitation on our ability to sell a property may limit our ability to quickly modify our portfolio in response to changes in our tenants' business prospects, economic or other conditions, including tenant demand. These limitations may materially and adversely affect us.

We may be unable to identify and complete acquisitions of suitable properties, which may impede our growth, and our future acquisitions may not yield the returns we expect.

Our ability to expand through acquisitions requires us to identify and complete acquisitions that are consistent with our investment and growth strategy and our investment criteria and to successfully integrate newly acquired properties into our portfolio. Our Manager continually evaluates investment opportunities for us, but our ability to acquire properties on favorable terms and successfully operate them may be constrained by the following significant risks:

- we face competition from other real estate investors with significant capital, including REITs and institutional investment funds, which may be able to accept more risk than we can prudently manage, including risks associated with paying higher acquisition prices;
- we face competition from other potential acquirers which may significantly increase the purchase price for a property we acquire, which could reduce our growth prospects;
- we may incur significant costs and divert management attention in connection with evaluating and negotiating potential acquisitions, including ones that we are unable to complete;

- we may acquire properties that are not accretive to our results of operations upon acquisition, and we may be unsuccessful in managing and leasing such properties in accordance with our expectations;
- our cash flow from an acquired property may be insufficient to meet our required principal and interest payments with respect to debt used to finance the acquisition of such property;
- we may discover unexpected issues, such as unknown liabilities, during our due diligence investigation of a potential acquisition or other customary closing conditions may not be satisfied, causing us to abandon an investment opportunity after incurring expenses related thereto;
- we may fail to obtain financing for an acquisition on favorable terms or at all;
- we may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties;
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates; and
- we may acquire properties subject to (i) liabilities without any recourse, or with only limited recourse, with respect to unknown liabilities such as liabilities for clean-up of undisclosed environmental contamination not revealed in Phase I environmental site assessments or otherwise through due diligence, (ii) claims by tenants, vendors or other persons dealing with the former owners of the properties, (iii) liabilities incurred in the ordinary course of business and (iv) claims for indemnification by general partners, directors, officers and others indemnified by the former owners of the properties.

If any of these risks are realized, we may be materially and adversely affected.

We may be unable to complete acquisitions of properties subject to the exclusivity and ROFO agreement between us and CTO, and any completed acquisitions of such properties may not yield the returns we expect.

Upon completion of this offering and the concurrent CTO private placement, we will enter into an exclusivity and ROFO agreement with CTO. See “Certain Relationships and Related Person Transactions—Exclusivity and ROFO Agreement.” Although the exclusivity and ROFO agreement provides us with a right of first offer with respect to certain single-tenant, net leased properties owned by CTO, there can be no assurance that CTO will elect to sell these properties in the future. Even if CTO elects to sell these properties in the future, we may be unable to reach an agreement with CTO on the terms of the purchase of such properties or may not have the funds or ability to finance the purchase of such properties. Accordingly, there can be no assurance that we will be able to acquire any properties subject to the exclusivity and ROFO agreement in the future. Further, even if we are able to acquire properties subject to the exclusivity and ROFO agreement, there is no guarantee that such properties will be able to maintain their historical performance, or that we will be able to realize the same returns from those properties as CTO.

We face significant competition for tenants, which may adversely impact the occupancy levels of our portfolio or prevent increases of the rental rates of our properties.

We compete with numerous developers, owners and operators of single-tenant, net leased properties, many of which are much larger and own properties similar to ours in the same markets

in which our properties are located. The size and financial wherewithal of our competitors may allow them to offer space at rental rates below current market rates or below the rental rates we charge our tenants. As a result, we may lose existing tenants or fail to obtain future tenants, and the downward pressure caused by these other owners, operators and developers may cause us to reduce our rental rates or to offer more substantial rent abatements, tenant improvements, early termination rights or below-market renewal options in order to retain tenants when our leases expire. Competition for tenants could adversely impact the occupancy levels of our portfolio or prevent increases of the rental rates of our properties, which could materially and adversely affect us.

Inflation may materially and adversely affect us and our tenants.

Increased inflation could have an adverse impact on interest rates, which would likely negatively impact the cost of any variable rate debt that we obtain in the future. During times when inflation is increasing at a greater rate than the increases in rent provided by our leases, our rent levels will not keep up with the costs associated with rising inflation. Increased costs may have an adverse impact on our tenants if increases in their operating expenses exceed increases they might achieve in revenues, which may adversely affect the tenants' ability to pay rent owed to us.

The redevelopment or renovation of our properties may cause us to experience unexpected costs and have other risks that could materially and adversely affect us.

We may in the future redevelop, significantly renovate or otherwise invest additional capital in our properties to improve them and enhance the opportunity for achieving attractive risk-adjusted returns. These activities are subject to a number of risks, including risks associated with construction work and risks of cost overruns due to construction delays or other factors that may increase the expected costs of a project. In addition, we may incur costs in connection with projects that are ultimately not pursued to completion. Any of our redevelopment or renovation projects may be financed. If such financing is not available on acceptable terms, our redevelopment and renovation activities may not be pursued or may be curtailed. In addition, such activities would likely reduce the available borrowing capacity on the revolving credit facility we expect to have in place upon completion of this offering or any other credit facilities that we may have in place in the future, which would limit our ability to use those sources of capital for the acquisition of properties and other operating needs. The risks associated with redevelopment and renovation activities, including but not necessarily limited to those noted above, could materially and adversely affect us.

Our real estate investments are generally illiquid, which could significantly affect our ability to respond to market changes or adverse changes relating to our tenants or in the performance of our properties.

The real estate investments made, and expected to be made, by us are relatively difficult for us to sell quickly. As a result, our ability to make rapid adjustments in the size and content of our portfolio in response to economic or other conditions will be limited. Illiquid assets typically experience greater price volatility, as a ready market does not exist, and can be more difficult to value. In addition, validating third party pricing for illiquid assets may be more subjective than more liquid assets. As a result, if we are required to quickly liquidate all or a portion of our portfolio, we may realize significantly less than the value at which we have previously recorded our assets.

In addition, the Code imposes restrictions on a REIT's ability to dispose of properties that are not applicable to other types of real estate companies. In particular, the tax laws applicable to

REITs effectively require that we hold our properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forgo or defer sales of properties that otherwise would be in our best interest. Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms, which may materially and adversely affect us.

We may not be able to dispose of properties we target for sale to recycle our capital.

Although we may seek to selectively sell properties to recycle our capital, we may be unable to sell properties targeted for disposition due to adverse market or other conditions, or not achieve the pricing or timing that is consistent with our expectations. This may adversely affect, among other things, our ability to deploy capital into the acquisition of other properties and the execution of our overall operating strategy, which could, consequently, materially and adversely affect us.

Natural disasters, terrorist attacks, other acts of violence or war or other unexpected events could materially and adversely affect us.

Natural disasters, terrorist attacks, other acts of violence or war or other unexpected events could materially interrupt our business operations (or those of our tenants), cause consumer confidence and spending to decrease or result in increased volatility in the U.S. and worldwide financial markets and economies. They also could result in or prolong an economic recession. Any of these occurrences could materially and adversely affect us.

In addition, our corporate headquarters and certain of our properties are located in Florida, where major hurricanes have occurred. Depending on where any hurricane makes landfall, our properties in Florida could experience significant damage. In addition, the occurrence and frequency of hurricanes in Florida could also negatively impact demand for our properties located in that state because of consumer perceptions of hurricane risks. In addition to hurricanes, the occurrence of other natural disasters and climate conditions in Florida (and in other states where our properties are located), such as tornadoes, floods, fires, unusually heavy or prolonged rain, droughts and heat waves, could have an adverse effect on our tenants, which could adversely impact our ability to collect rental revenues. If a hurricane, earthquake, natural disaster or other similar significant disruption occurs, we may experience disruptions to our operations and damage to our properties, which could materially and adversely affect us.

Terrorist attacks or other acts of violence may also negatively affect our operations. There can be no assurance that there will not be terrorist attacks against businesses within the U.S. These attacks may directly impact our physical assets or business operations or the financial condition of our tenants, lenders or other institutions with which we have a relationship. The U.S. may be engaged in armed conflict, which could also have an impact on the tenants, lenders or other institutions with which we have a relationship. The consequences of armed conflict are unpredictable, and we may not be able to foresee events that could have an adverse effect on our business. Any of these occurrences could materially and adversely affect us.

Insurance on our properties may not adequately cover all losses and uninsured losses could materially and adversely affect us.

Our leases typically provide that either the landlord or the tenant will maintain property and liability insurance for the properties that are leased from us. If our tenants are required to carry liability and/or property insurance coverage, our tenants are required to name us (and any of our lenders that have a mortgage on the property leased by the tenant) as additional insureds on their liability policies and additional named insured and/or loss payee (or mortgagee, in the case of our

lenders) on their property policies. Depending on the location of the property, losses of a catastrophic nature, such as those caused by hurricanes, earthquakes and floods, may be covered by insurance policies that are held by our tenant with limitations such as large deductibles or co-payments that a tenant may not be able to meet. In addition, losses of a catastrophic nature, such as those caused by wind, hail, hurricanes, terrorism or acts of war, may be uninsurable or not economically insurable. In the event there is damage to our properties that is not covered by insurance and such properties are subject to recourse indebtedness, we will continue to be liable for the indebtedness, even if these properties are irreparably damaged.

Inflation, changes in building codes and ordinances, environmental considerations and other factors, including terrorism or acts of war, may make any insurance proceeds we receive insufficient to repair or replace a property if it is damaged or destroyed. In those circumstances, the insurance proceeds received may not be adequate to restore our economic position with respect to the affected real property and its generation of rental revenue. Furthermore, in the event we experience a substantial or comprehensive loss of one of our properties, we may not be able to rebuild such property to its existing specifications without significant capital expenditures which may exceed any amounts received pursuant to insurance policies, as reconstruction or improvement of such a property would likely require significant upgrades to meet zoning and building code requirements. The loss of our capital investment in or anticipated future returns from our properties due to material uninsured losses could materially and adversely affect us.

We are highly dependent on information systems and certain third-party technology service providers, and systems failures not related to cyber-attacks or similar external attacks could significantly disrupt our business, which may, in turn, negatively affect the market price of our common stock and adversely impact our results of operations and cash flows.

Our business is highly dependent on communications and information systems and networks. Any failure or interruption of these systems or networks could cause delays or other problems in our operations and communications. Through our relationship with CTO and our Manager, we rely heavily on CTO's financial, accounting and other data processing systems. In addition, much of the information technology infrastructure on which we rely is or may be managed by third parties and, as such, we also face the risk of operational failure, termination or capacity constraints by any of these third parties. It is difficult to determine what, if any, negative impact may directly result from any specific interruption or disruption of the networks or systems on which our business relies or any failure to maintain performance, reliability and security of our technological infrastructure, but significant events impacting the systems or networks on which our business relies could materially and adversely affect us.

Cybersecurity risks and cyber incidents could adversely affect our business and disrupt operations.

Cyber incidents can result from deliberate attacks or unintentional events. These incidents can include, but are not limited to, gaining unauthorized access to digital systems for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. The result of these incidents could include, but are not limited to, disrupted operations, misstated financial data, liability for stolen assets or information, increased cybersecurity protection costs, litigation and reputational damage. Should any such cyber incidents or similar events occur, our assets, particularly cash, could be lost and, as a result, our ability to execute our business and pursue our investment and growth strategy could be impaired, thereby materially and adversely affecting us.

We are newly formed, have no operating history as a REIT or a publicly traded company and have limited resources, and as such may not be able to successfully operate our business, continue to implement our investment strategy or generate sufficient revenue to make or sustain distributions to stockholders. We cannot assure you that the past experience of our senior management team will be sufficient to successfully operate our company as a publicly traded company.

We are newly formed and have no operating history as a REIT or a publicly traded company. There can be no assurance that the past experience of our senior management team will be sufficient to successfully operate our company as a REIT or a publicly traded company, including the ability to timely meet the ongoing disclosure requirements of the SEC. See "—Risks Related to Our Qualification and Operation as a REIT—Failure to qualify as a REIT, or failure to remain qualified as a REIT, would cause us to be taxed as a regular corporation, which would substantially reduce funds available for distributions to our stockholders." Following completion of this offering, we will be required to develop and implement control systems and procedures in order to qualify and maintain our qualification as a REIT and satisfy our periodic and current reporting requirements under applicable SEC regulations and comply with NYSE listing standards, and this transition could place a significant strain on our management systems, infrastructure and other resources and divert management's attention from growing our business. Failure to operate successfully as a public company could materially and adversely affect us.

In addition, our limited resources may materially and adversely impact our ability to successfully manage and operate our portfolio or implement our business plan. Should we be unsuccessful in operating our business or implementing our investment strategy, we may not be able to generate sufficient revenue to make or sustain distributions to stockholders, the value of your investment could decline significantly or you could lose a portion of or all of your investment in us.

Upon completion of this offering, our senior management team will be required to operate two publicly traded companies, CTO and our company, which could place a significant strain on our senior management team and the management systems, infrastructure and other resources of CTO on which we rely.

Upon completion of this offering, our senior management team will be required to operate two publicly traded companies, CTO and our company, and will be required to comply with periodic and current reporting requirements under applicable SEC regulations and comply with applicable listing standards of the NYSE and the NYSE American. This could place a significant strain on our senior management team and the management systems, infrastructure and other resources of CTO on which we rely. There can be no assurance that our senior management team will be able to successfully operate two publicly traded companies. Any failure by our senior management team to successfully operate our company or CTO could materially and adversely affect us.

We may become subject to litigation, which could materially and adversely affect us.

We may become subject to litigation, including claims relating to this offering, our operations, other securities offerings and otherwise in the ordinary course of business. Some of these claims may result in significant defense costs and potentially significant judgments against us, some of which are not, or cannot be, insured against. We generally intend to vigorously defend ourselves. However, we cannot be certain of the ultimate outcomes of any claims that may arise in the future and which are presently not known to us. Resolution of these types of matters against us may result in our having to pay significant fines, judgments or settlements, which, if uninsured, or if the fines, judgments and settlements exceed insured levels, could materially and adversely impact

our earnings and cash flows, thereby materially and adversely affecting us. Certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could materially and adversely impact us, expose us to increased risks that would be uninsured and materially and adversely impact our ability to attract directors and officers.

If there are deficiencies in our disclosure controls and procedures or internal control over financial reporting, we may be unable to accurately present our financial statements, which could materially and adversely affect us.

As a publicly-traded company, we will be required to report our financial statements on a consolidated basis. Effective internal controls are necessary for us to accurately report our financial results. Section 404 of the Sarbanes-Oxley Act will require us to evaluate and report on our internal control over financial reporting. However, for as long as we are an "emerging growth company" under the JOBS Act, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act. We could be an "emerging growth company" for up to five years. An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not. There can be no guarantee that our internal control over financial reporting will be effective in accomplishing all control objectives all of the time. Furthermore, as we grow our business, our internal controls will become more complex, and we may require significantly more resources to ensure our internal controls remain effective. Future deficiencies, including any material weakness, in our internal control over financial reporting which may occur could result in misstatements of our results of operations that could require a restatement, failing to meet our public company reporting obligations and causing investors to lose confidence in our reported financial information, which could materially and adversely affect us.

If we fail to maintain effective disclosure controls and procedures, we may not be able to meet applicable reporting requirements, which could materially and adversely affect us.

Upon completion of this offering, we will become subject to the informational requirements of the Exchange Act and will be required to file reports and other information with the SEC. As a publicly-traded company, we will be required to maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file with, or submit to, the SEC is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. They include controls and procedures designed to ensure that information required to be disclosed in reports filed with, or submitted to, the SEC is accumulated and communicated to management, including our principal executive and principal financial officers, to allow timely decisions regarding required disclosure. Effective disclosure controls and procedures are necessary for us to provide reliable reports, effectively prevent and detect fraud and to operate successfully as a public company. Designing and implementing effective disclosure controls and procedures is a continuous effort that requires significant resources and devotion of time. We may discover deficiencies in our disclosure controls and procedures that may be difficult or time consuming to remediate in a timely manner. Any failure to maintain effective disclosure controls and procedures or to timely effect any necessary improvements thereto could cause us to fail to meet our reporting obligations (which could affect the listing of our common stock on the NYSE). Additionally, ineffective disclosure controls and procedures could also adversely affect our ability to prevent or detect fraud, harm our reputation and cause investors to lose confidence in our reports filed with, or submitted to, the SEC, which would likely have a negative effect on the trading price of our common stock.

The historical combined financial statements of Alpine Income Property Trust Predecessor and our unaudited pro forma consolidated financial statements may not be representative of our financial statements as an independent public company.

The historical combined financial statements of Alpine Income Property Trust Predecessor and our unaudited pro forma consolidated financial statements that are included in this prospectus do not necessarily reflect what our financial position, results of operations or cash flows would have been had we been an independent public company during the periods presented. Furthermore, this financial information is not necessarily indicative of what our results of operations, financial position or cash flows will be in the future. It is impossible for us to accurately estimate all adjustments which may reflect all of the significant changes that will occur in our cost structure, funding and operations as a result of this offering and becoming a public company. For additional information, see "Selected Historical and Pro Forma Financial and Other Data" and the historical combined financial statements of Alpine Income Property Trust Predecessor and our unaudited pro forma consolidated financial statements, as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations," appearing elsewhere in this prospectus.

The costs of compliance with or liabilities related to environmental laws may materially and adversely affect us.

The ownership of our properties may subject us to known and unknown environmental liabilities. Under various federal, state and local laws and regulations relating to the environment, as a current or former owner or operator of real property, we may be liable for costs and damages resulting from environmental matters, including the presence or discharge of hazardous or toxic substances, waste or petroleum products at, on, in, under or migrating from such property, as well as costs to investigate or clean up such contamination and liability for personal injury, property damage or harm to natural resources. We may face liability regardless of:

- our knowledge of the contamination;
- the timing of the contamination;
- the cause of the contamination; or
- the party responsible for the contamination of the property.

There may be environmental liabilities associated with our properties of which we are unaware. With respect to each of the properties in our initial portfolio, CTO has obtained Phase I environmental site assessments. We will obtain Phase I environmental assessments on all properties we acquire after the completion of this offering. Phase I environmental site assessments are limited in scope and therefore may not reveal all environmental conditions affecting a property. Therefore, there could be undiscovered environmental liabilities on the properties we own. Some of our properties use, or may have used in the past, underground tanks for the storage of petroleum-based products or waste products that could create a potential for release of hazardous substances or penalties if tanks do not comply with legal standards. If environmental contamination exists on our properties, we could be subject to strict, joint and/or several liability for the contamination by virtue of our ownership interest. Some of our properties may contain asbestos-containing materials, or ACM. Environmental laws govern the presence, maintenance and removal of ACM and such laws may impose fines, penalties or other obligations for failure to comply with these requirements or expose us to third-party liability (for example, liability for personal injury associated with exposure to asbestos). Environmental laws also apply to other

activities that can occur on a property, such as storage of petroleum products or other hazardous toxic substances, air emissions, water discharges and exposure to lead-based paint. Such laws may impose fines and penalties for violations and may require permits or other governmental approvals to be obtained for the operation of a business involving such activities.

The known or potential presence of hazardous substances on a property may adversely affect our ability to sell, lease or improve the property or to borrow using the property as collateral. In addition, environmental laws may create liens on contaminated properties in favor of the government for damages and costs it incurs to address such contamination. Moreover, if contamination is discovered on our properties, environmental laws may impose restrictions on the manner in which they may be used or businesses may be operated, and these restrictions may require substantial expenditures.

In addition, although our leases generally require our tenants to operate in compliance with all applicable laws and to indemnify us against any environmental liabilities arising from a tenant's activities on the property, we could be subject to strict liability by virtue of our ownership interest. We cannot be sure that our tenants will, or will be able to, satisfy their indemnification obligations, if any, under our leases. Furthermore, the discovery of environmental liabilities on any of our properties could lead to significant remediation costs or to other liabilities or obligations attributable to the tenant of that property or could result in material interference with the ability of our tenants to operate their businesses as currently operated. Noncompliance with environmental laws or discovery of environmental liabilities could each individually or collectively affect such tenant's ability to make payments to us, including rental payments and, where applicable, indemnification payments.

Our environmental liabilities may include property and natural resources damage, personal injury, investigation and clean-up costs, among other potential environmental liabilities. These costs could be substantial. Although we may obtain insurance for environmental liability for certain properties that are deemed to warrant coverage, our insurance may be insufficient to address any particular environmental situation and we may be unable to continue to obtain insurance for environmental matters, at a reasonable cost or at all, in the future. If our environmental liability insurance is inadequate, we may become subject to material losses for environmental liabilities. Our ability to receive the benefits of any environmental liability insurance policy will depend on the financial stability of our insurance company and the position it takes with respect to our insurance policies. If we were to become subject to significant environmental liabilities, we could be materially and adversely affected.

Our properties may contain or develop harmful mold, which could lead to liability for adverse health effects and costs of remediation.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing, as exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, should our tenants or their employees or customers be exposed to mold at any of our properties, we could be required to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, exposure to mold by our tenants or others could subject us to liability if property damage or health concerns arise. If we were to become subject to significant mold-related liabilities, we could be materially and adversely affected.

Our operations and financial condition may be adversely affected by climate change, including possible changes in weather patterns, weather-related events, government policy, laws, regulations and economic conditions.

In recent years, the assessment of the potential impact of climate change has begun to impact the activities of government authorities, the pattern of consumer behavior and other areas that impact the business environment in the U.S., including, but not limited to, energy-efficiency measures, water use measures and land-use practices. The promulgation of policies, laws or regulations relating to climate change by governmental authorities in the U.S. and the markets in which we own properties may require us to invest additional capital in our properties. In addition, the impact of climate change on businesses operated by our tenants is not reasonably determinable at this time. While not generally known at this time, climate change may impact weather patterns or the occurrence of significant weather events which could impact economic activity or the value of our properties in specific markets. The occurrence of any of these events or conditions may adversely impact our ability to lease our properties, which would materially and adversely affect us.

Compliance with the Americans with Disabilities Act and fire, safety and other regulations may require us to make unanticipated expenditures that materially and adversely affect us.

Our properties will be subject to the Americans with Disabilities Act, or the ADA. Under the ADA, all public accommodations must meet federal requirements related to access and use by disabled persons. Compliance with the ADA requirements could require removal of access barriers and non-compliance could result in imposition of fines by the U.S. government or an award of damages to private litigants, or both. While our tenants will be obligated by law to comply with the ADA and typically obligated under our leases to cover costs associated with compliance, if required changes involve greater expenditures than anticipated or if the changes must be made on a more accelerated basis than anticipated, the ability of our tenants to cover costs could be adversely affected. We could be required to expend our own funds to comply with the provisions of the ADA, which could materially and adversely affect us.

In addition, we will be required to operate our properties in compliance with fire and safety regulations, building codes and other land use regulations, as they may be adopted by governmental agencies and bodies and become applicable to our properties. We may be required to make substantial capital expenditures to comply with those requirements and may be required to obtain approvals from various authorities with respect to our properties, including prior to acquiring a property or when undertaking renovations of any of our existing properties. There can be no assurance that existing laws and regulatory policies will not adversely affect us or the timing or cost of any future acquisitions or renovations, or that additional regulations will not be adopted that increase such delays or result in additional costs. Additionally, failure to comply with any of these requirements could result in the imposition of fines by governmental authorities or awards of damages to private litigants. While we intend to only acquire properties that we believe are currently in substantial compliance with all regulatory requirements, these requirements may change and new requirements may be imposed which would require significant unanticipated expenditures by us and could materially and adversely affect us.

Changes in accounting standards may materially and adversely affect us.

From time to time, the FASB and the SEC, who create and interpret appropriate accounting standards, may change the financial accounting and reporting standards or their interpretation and application of these standards that will govern the preparation of our financial statements. These changes could materially and adversely affect our reported financial condition and results of

operations. In some cases, we could be required to apply a new or revised standard retroactively, resulting in restating prior period financial statements. Similarly, these changes could materially and adversely affect our tenants' reported financial condition or results of operations and affect their preferences regarding leasing real estate.

We have not obtained any third-party appraisals of the properties to be acquired by us from CTO in connection with the formation transactions. Accordingly, the value of the cash and OP units to be paid or issued as consideration for the properties to be acquired by us in the formation transactions may exceed the aggregate fair market value of such properties.

We have not obtained any third-party appraisals of the properties to be acquired by us from CTO in connection with the formation transactions. The value of the OP units that we will issue as partial consideration for the properties that we will acquire in the formation transactions will increase or decrease if the price per share of our common stock in this offering is above or below the mid-point of the price range set forth on the front cover of this prospectus. The price per share of our common stock in this offering does not necessarily bear any relationship to the book value or the fair market value of the properties to be acquired by us from CTO in connection with the formation transactions. Accordingly, the value of the cash and OP units to be paid or issued as consideration for the properties to be acquired by us in the formation transactions may exceed the aggregate fair market value of such properties.

In the future, we may choose to acquire properties or portfolios of properties through tax deferred contribution transactions, which could result in stockholder dilution and limit our ability to sell such assets.

In the future, we may acquire properties or portfolios of properties through tax deferred contribution transactions in exchange for common or preferred units of limited partnership interest in our Operating Partnership, which may result in stockholder dilution. This acquisition structure may have the effect of, among other things, reducing the amount of tax depreciation we could deduct over the tax life of the acquired properties, and may require that we agree to protect the contributors' ability to defer recognition of taxable gain through restrictions on our ability to dispose of the acquired properties and/or the allocation of partnership debt to the contributors to maintain their tax bases. These restrictions could limit our ability to sell an asset at a time, or on terms, that would be favorable absent such restrictions.

Risks Related to Our Relationship with CTO and Our Manager and the Management Agreement

We have no employees and will be entirely dependent upon our Manager for all the services we require, and we cannot assure you that our Manager will allocate the resources necessary to meet our business objectives.

Because we are "externally managed," we will not employ our own personnel, but will instead depend upon CTO, our Manager and their affiliates for virtually all of the services we require. Our Manager selects and manages the acquisition of properties that meet our investment criteria; administers the collection of rents, monitors lease compliance by our tenants and deals with vacancies and re-letting of our properties; coordinates the sale of our properties; provides financial and regulatory reporting services; communicates with our stockholders, causes us to pay distributions to our stockholders and arranges for transfer agent services; and provides all of our other administrative services. Accordingly, our success is largely dependent upon the expertise and services of the executive officers and other personnel of CTO provided to us through our Manager.

CTO may be unable to obtain or retain the executive officers and other personnel that it provides to us through our Manager.

Our success depends to a significant degree upon the executive officers and other personnel of CTO that it provides to us through our Manager. In particular, we rely on the services of John P. Albright, President and Chief Executive Officer of our company and CTO and a member of the board of directors of our company and CTO, Mark E. Patten, Senior Vice President, Chief Financial Officer and Treasurer of our company and CTO, Steven R. Greathouse, Senior Vice President, Investments of our company and CTO and Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary of our company and CTO. In addition to these executive officers, we also rely on other personnel of CTO that are provided to us through our Manager. We cannot guarantee that all, or any particular one of these executive officers and other personnel of CTO provided to us through our Manager, will remain affiliated with CTO, our Manager and us. We do not separately maintain key person life insurance on any person. Failure by CTO to retain any of its executive officers and other personnel provided to us through our Manager and to hire and retain additional highly skilled managerial, operational and marketing personnel could have a material adverse effect on our ability to achieve our investment growth objectives and could result in us incurring excess costs and suffering deficiencies in our disclosure controls and procedures or our internal control over financial reporting.

We pay substantial fees and expenses to our Manager, which payments increase the risk that you will not earn a profit on your investment.

Pursuant to the management agreement, we pay significant fees to our Manager. Those fees include a base management fee, an incentive fee and obligations to reimburse our Manager for certain expenses. These payments increase the risk that you will not earn a profit on your investment.

The base management fee payable to our Manager pursuant to the management agreement is payable regardless of the performance of our portfolio, which may reduce our Manager's incentive to devote the time and effort to seeking profitable investment opportunities for us.

We pay our Manager a base management fee pursuant to the management agreement, which may be substantial, based on our "total equity" (as defined in the management agreement) regardless of the performance of our portfolio of properties. Our Manager's entitlement to non-performance-based compensation might reduce its incentive to seek profitable investment opportunities for us, which could result in a lower performance of our portfolio and materially adversely affect us.

The incentive fee payable to our Manager pursuant to the management agreement may cause our Manager to select investments in more risky assets to increase its incentive compensation.

Our Manager has the ability to earn incentive fees based on our total stockholder return exceeding an 8% cumulative annual hurdle rate, which may create an incentive for our Manager to invest in properties with a purchase price reflecting a higher potential yield, that may be riskier or more speculative, or sell an investment prematurely for a gain, in an effort to increase our short-term gains and thereby increase our stock price and the incentive fees to which it is entitled. If our interests and those of our Manager are not aligned, the execution of our business plan and our results of operations could be adversely affected, which could materially and adversely affect the market price of our common stock and our ability to make distributions to our stockholders.

There are conflicts of interest in our relationships with our Manager, which could result in outcomes that are not in our best interests.

We are subject to conflicts of interest arising out of our relationships with our Manager. Pursuant to the management agreement, our Manager is obligated to supply us with our management team. However, our Manager is not obligated to dedicate any specific personnel exclusively to us, nor are the CTO personnel provided to us by our Manager obligated to dedicate any specific portion of their time to the management of our business. Additionally, our Manager is a wholly-owned subsidiary of CTO. All of our executive officers are executive officers and employees of CTO and one of our executive officers (John P. Albright) is also a member of the board of directors of our company and the board of directors of CTO. As a result, our Manager and the CTO personnel it provides to us, including our executive officers, may have conflicts between their duties to us and their duties to CTO.

In addition to our initial portfolio, we may acquire or sell properties in which CTO or its affiliates have or may have an interest. Similarly, CTO or its affiliates may acquire or sell properties in which we have or may have an interest. Although such acquisitions or dispositions may present conflicts of interest, we nonetheless may pursue and consummate such transactions. Additionally, we may engage in transactions directly with CTO, our Manager or their affiliates. If we acquire a property from CTO or one of its affiliates or sell a property to CTO or one of its affiliates, the purchase price we pay to CTO or one of its affiliates or the purchase price paid to us by CTO or one of its affiliates may be higher or lower, respectively, than the purchase price that would have been paid to or by us if the transaction were the result of arms' length negotiations with an unaffiliated third party.

In deciding whether to issue additional debt or equity securities, we will rely in part on recommendations made by our Manager. While such decisions are subject to the approval of our board of directors, our Manager is entitled to be paid a base management fee that is based on our "total equity" (as defined in the management agreement). As a result, our Manager may have an incentive to recommend that we issue additional equity securities at dilutive prices. If we issue additional equity securities at dilutive prices, the market price of our common stock may be adversely affected and you could lose some or all of your investment in our common stock.

All of our executive officers are executive officers and employees of CTO. These individuals and other CTO personnel provided to us through our Manager devote as much time to us as our Manager deems appropriate. However, our executive officers and other CTO personnel provided to us through our Manager may have conflicts in allocating their time and services between us, on the one hand, and CTO and its affiliates, on the other. During a period of prolonged economic weakness or another economic downturn affecting the real estate industry or at other times when we need focused support and assistance from our Manager and the CTO executive officers and other personnel provided to us through our Manager, we may not receive the necessary support and assistance we require or that we would otherwise receive if we were self-managed.

Our Manager's failure to identify and acquire properties that meet our investment criteria or perform its responsibilities under the management agreement could materially and adversely affect our business and our ability to make distributions to our stockholders.

Our ability to achieve our objectives depends on, among other things, our Manager's ability to identify, acquire and lease properties that meet our investment criteria. Accomplishing our objectives is largely a function of our Manager's structuring of our investment process, our access to financing on acceptable terms and general market conditions. Our stockholders will not have input into our investment decisions. All of these factors increase the uncertainty, and thus the risk,

of investing in our common stock. The CTO executive officers and other CTO personnel provided to us through our Manager have substantial responsibilities under the management agreement. In order to implement certain strategies, CTO, our Manager or their affiliates may need to hire, train, supervise and manage new employees successfully. Any failure by CTO or our Manager to manage our future growth effectively could have a material adverse effect on us, our ability to qualify and maintain our qualification as a REIT and our ability to make distributions to our stockholders.

Our Manager's liability is limited under the management agreement, and we have agreed to indemnify our Manager against certain liabilities. As a result, we could experience unfavorable operating results or incur losses for which our Manager would not be liable.

Pursuant to the management agreement, our Manager will not assume any responsibility other than to render the services called for thereunder and will not be responsible for any action of our board of directors in following or declining to follow its directives. Our Manager maintains a contractual, as opposed to a fiduciary relationship, with us. Under the terms of the management agreement, our Manager, its officers, members and personnel, any person controlling or controlled by our Manager and any person providing sub-advisory services to our Manager will not be liable to us, any subsidiary of ours, our directors, our stockholders or any subsidiary's stockholders or partners for acts or omissions performed in accordance with and pursuant to the management agreement, except those resulting from acts constituting gross negligence, willful misconduct, bad faith or reckless disregard of our Manager's duties under the management agreement.

In addition, we have agreed to indemnify our Manager and each of its officers, directors, members, managers and employees from and against any claims or liabilities, including reasonable legal fees and other expenses reasonably incurred, arising out of or in connection with our business and operations or any action taken or omitted on our behalf pursuant to authority granted by the management agreement, except where attributable to gross negligence, willful misconduct, bad faith or reckless disregard of such person's duties under the management agreement. As a result, we could experience unfavorable operating results or incur losses for which our Manager would not be liable.

Termination of the management agreement could be difficult and costly, including as a result of payment of termination fees to our Manager, and may cause us to be unable to execute our business plan, which could materially and adversely affect us.

If we fail to renew the management agreement, or terminate the agreement, other than for a termination for cause, we will be obligated to pay our Manager a termination fee equal to three times the sum of (i) the average annual base management fee earned by our Manager during the 24-month period immediately preceding the most recently completed calendar quarter prior to the termination date and (ii) the average annual incentive fee earned by our Manager during the two most recently completed measurement periods (as defined in the management agreement) prior to the termination date. Such a payment would likely be a substantial one-time charge that could render unattractive, or not economically feasible, the termination of our Manager, even if it performed poorly. In addition, any termination of the management agreement would end our Manager's obligation to provide us with our executive officers and personnel upon whom we rely for the operation of our business and would also terminate our rights under the exclusivity and ROFO agreement with CTO, as discussed further herein. As a result of termination of the exclusivity and ROFO agreement, we would face increased competition from CTO and its affiliates, as well as others, for the acquisition of properties that meet our investment criteria, and our right to acquire certain properties from CTO and its affiliates would be terminated. As a result, the termination of the management agreement could materially and adversely affect us.

If our Manager ceases to be our manager pursuant to the management agreement, counterparties to our agreements may cease doing business with us.

If our Manager ceases to be our manager, it could constitute an event of default or early termination event under financing and other agreements we may enter into in the future, upon which our counterparties may have the right to terminate their agreements with us. If our Manager ceases to be our manager for any reason, including upon the non-renewal of the management agreement, our business and our ability to make distributions to our stockholders may be materially adversely affected.

The management agreement with our Manager and the exclusivity and ROFO agreement with CTO were not negotiated on an arm's-length basis and may not be as favorable to us as if they had been negotiated with unaffiliated third parties.

The management agreement with our Manager and the exclusivity and ROFO agreement with CTO were negotiated between related parties and before our independent directors were elected, and their terms, including the fees payable to our Manager, may not be as favorable to us as if they had been negotiated with unaffiliated third parties. The terms of these agreements may not reflect our long-term best interests and may be overly favorable to CTO, our Manager and their affiliates (other than us and our subsidiaries). Further, we may choose not to enforce, or to enforce less vigorously, our rights under the management agreement and the exclusivity and ROFO agreement because of our desire to maintain our ongoing relationships with our Manager and CTO.

Risks Related to Our Financing Activities

Our growth depends on external sources of capital, including debt financings, that are outside of our control and may not be available to us on commercially reasonable terms or at all.

In order to qualify and maintain our qualification as a REIT, we will be required under the Code, among other things, to distribute annually at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain. In addition, we will be subject to income tax at the U.S. federal corporate income tax rate to the extent that we distribute less than 100% of our REIT taxable income, determined without regard to the dividends paid deduction and including any net capital gain. Because of these distribution requirements, we may not have sufficient liquidity from our operating cash flows to fund future capital needs, including any acquisition financing. Consequently, we may rely on third-party sources, including lenders, to fund our capital needs. We may not be able to obtain debt financing on favorable terms or at all. Any additional debt we incur will increase our leverage and likelihood of default. Our access to third-party sources of capital depends, in part, on:

- general market conditions;
- the market's perception of our growth potential;
- our current debt levels;
- our current and expected future earnings;
- our cash flow and cash distributions; and
- the market price per share of our common stock.

If we cannot obtain capital from third-party sources, we may not be able to acquire properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our stockholders necessary to qualify and maintain our qualification as a REIT, which would materially and adversely affect us.

Our organizational documents have no limitation on the amount of additional indebtedness that we may incur in the future. As a result, we may become highly leveraged in the future, which could materially and adversely affect us.

Concurrently with the closing of this offering, the concurrent CTO private placement and the formation transactions, we anticipate entering into the revolving credit facility and, in the future, we may incur additional indebtedness to finance future acquisitions and redevelopment and renovation projects and for general corporate purposes. There are no restrictions in our charter or bylaws that limit the amount or percentage of indebtedness that we may incur nor restrict the form in which our indebtedness will be incurred (including recourse or non-recourse debt or cross-collateralized debt).

A substantial level of indebtedness in the future could have adverse consequences for our business and otherwise materially and adversely affect us because it could, among other things:

- require us to dedicate a substantial portion of our cash flow from operations to make principal and interest payments on our indebtedness, thereby reducing our cash flow available to fund working capital, capital expenditures and other general corporate purposes, including to pay dividends on our common stock as currently contemplated or necessary to satisfy the requirements for qualification as a REIT;
- increase our vulnerability to general adverse economic and industry conditions and limit our flexibility in planning for, or reacting to, changes in our business and our industry;
- limit our ability to borrow additional funds or refinance indebtedness on favorable terms or at all to expand our business or ease liquidity constraints; and
- place us at a competitive disadvantage relative to competitors that have less indebtedness.

The agreements governing our indebtedness are likely to place restrictions on us and our subsidiaries, reducing our operational flexibility and creating risks associated with default and noncompliance.

The agreements governing our anticipated revolving credit facility and other indebtedness that we may incur in the future contain or may contain covenants that place restrictions on us and our subsidiaries. These covenants may restrict, among other activities, our and our subsidiaries' ability to:

- merge, consolidate or transfer all or substantially all of our or our subsidiaries' assets;
- sell, transfer, pledge or encumber our stock or the ownership interests of our subsidiaries;
- incur additional debt or issue preferred stock;
- make certain investments;
- make certain expenditures, including capital expenditures;

- pay dividends on or repurchase our capital stock; and
- enter into certain transactions with affiliates.

These covenants could impair our ability to grow our business, take advantage of attractive business opportunities or successfully compete. Our ability to comply with financial and other covenants may be affected by events beyond our control, including prevailing economic, financial and industry conditions. A breach of any of these covenants or covenants under any other agreements governing our indebtedness could result in an event of default. Any cross-default provisions in our debt agreements could cause an event of default under one debt agreement to trigger an event of default under our other debt agreements. Upon the occurrence of an event of default under any of our debt agreements, our lenders could elect to declare all outstanding debt under such agreements to be immediately due and payable. If we were unable to repay or refinance the accelerated debt, our lenders could proceed against any assets pledged to secure that debt, including foreclosing on or requiring the sale of any properties securing that debt, and the proceeds from the sale of these properties may not be sufficient to repay such debt in full.

Mortgage debt obligations expose us to the possibility of foreclosure, which could result in the loss of our investment in any property subject to mortgage debt.

Future borrowings may be secured by mortgages on our properties. Incurring mortgage and other secured debt obligations increases our risk of losses because defaults on secured indebtedness may result in foreclosure actions initiated by lenders and ultimately our loss of the properties securing any loans for which we are in default. If we are in default under a cross-defaulted mortgage loan, we could lose multiple properties to foreclosure. For tax purposes, a foreclosure of any of our properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds, which could hinder our ability to meet the REIT distribution requirements imposed by the Code. As we execute our business plan, we may assume or incur new mortgage indebtedness on our properties. Any default under any mortgage debt obligation we incur may increase the risk of our default on our other indebtedness, including indebtedness under our anticipated revolving credit facility, which could materially and adversely affect us.

An increase in interest rates would increase our interest costs on our variable rate debt and could adversely impact our ability to refinance existing debt or sell assets.

Future borrowings under our anticipated revolving credit facility will bear interest at variable rates. An increase in interest rates would increase our interest payments and reduce our cash flow available for other corporate purposes. In addition, rising interest rates could limit our ability to refinance debt when it matures and increase interest costs on any debt that is refinanced. Further, an increase in interest rates could increase the cost of financing, thereby decreasing the amount third parties are willing to pay for our properties, which would limit our ability to dispose of properties when necessary or desired.

In addition, we may enter into hedging arrangements in the future. Our hedging arrangements may include interest rate swaps, caps, floors and other interest rate hedging contracts. Our hedging arrangements could reduce, but may not eliminate, the impact of rising interest rates, and they could expose us to the risk that other parties to our hedging arrangements will not perform or that the agreements relating to our hedges may not be enforceable.

Changes in the method pursuant to which LIBOR is determined and potential phasing out of LIBOR after 2021 may affect our financial results.

The chief executive of the United Kingdom Financial Conduct Authority, or the FCA, which regulates LIBOR, has recently announced that the FCA intends to stop compelling banks to submit rates for the calculation of LIBOR after 2021. It is not possible to predict the effect of these changes, other reforms or the establishment of alternative reference rates in the United Kingdom or elsewhere. Furthermore, in the United States, efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the Alternative Reference Rates Committee of the Federal Reserve Board and the Federal Reserve Bank of New York. The U.S. Federal Reserve, in conjunction with the Alternative Rates Committee, a steering committee comprised of large U.S. financial institutions, is considering replacing U.S. dollar LIBOR with the Secured Overnight Financing Rate, or SOFR, a new index calculated by short-term repurchase agreements, backed by Treasury securities. The Federal Reserve Bank of New York began publishing SOFR rates in 2018. The market transition away from LIBOR and towards SOFR is expected to be gradual and complicated. There are significant differences between LIBOR and SOFR, such as LIBOR being an unsecured lending rate and SOFR a secured lending rate, and SOFR is an overnight rate and LIBOR reflects term rates at different maturities. These and other differences create the potential for basis risk between the two rates. The impact of any basis risk between LIBOR and SOFR may negatively affect our operating results. Any of these alternative methods may result in interest rates that are higher than if LIBOR were available in its current form, which could have a material adverse effect on results.

Any changes announced by the FCA, including the FCA Announcement, other regulators or any other successor governance or oversight body, or future changes adopted by such body, in the method pursuant to which the LIBOR rates are determined may result in a sudden or prolonged increase or decrease in the reported LIBOR rates. If that were to occur, the level of interest payments we incur may change. In addition, although certain of our LIBOR based obligations provide for alternative methods of calculating the interest rate payable on certain of our obligations if LIBOR is not reported, which include requesting certain rates from major reference banks in London or New York, or alternatively using LIBOR for the immediately preceding interest period or using the initial interest rate, as applicable, uncertainty as to the extent and manner of future changes may result in interest rates and/or payments that are higher than, lower than or that do not otherwise correlate over time with the interest rates and/or payments that would have been made on our obligations if LIBOR rate was available in its current form.

We may not be able to obtain a revolving credit facility on the indicative terms described in this prospectus or at all.

As described under “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Our Anticipated $100 Million Revolving Credit Facility,” we intend to enter into a $100 million unsecured revolving credit facility concurrently with the completion of this offering, the concurrent CTO private placement and the formation transactions. We have negotiated indicative terms for the facility with the administrative agent, Bank of Montreal, but we have not obtained commitments for the full amount of the anticipated revolving credit facility. We cannot assure you that we will obtain commitments for the full amount of the anticipated revolving credit facility. Furthermore, our ability to obtain the credit facility remains subject to satisfaction of the lenders’ due diligence, the negotiation of a definitive credit agreement and other customary closing conditions. These efforts are ongoing, and we may not succeed in obtaining the anticipated revolving credit facility on the indicated terms or at all. Our failure to obtain this credit facility could adversely affect our ability to grow our business and meet our obligations as they come due.

Risks Related to Our Organization and Structure

We are a holding company with no direct operations, and we will rely on funds received from our Operating Partnership to pay our obligations and make distributions to our stockholders.

We are a holding company and will conduct substantially all of our operations through our Operating Partnership. We will not have, apart from an interest in our Operating Partnership, any independent operations. As a result, we will rely on distributions from our Operating Partnership to make any distributions we declare on shares of our common stock. We will also rely on distributions from our Operating Partnership to meet any of our obligations, including any tax liability on taxable income allocated to us from our Operating Partnership. In addition, because we will be a holding company, your claims as stockholders will be structurally subordinated to all existing and future creditors and preferred equity holders of our Operating Partnership and its subsidiaries. Therefore, in the event of a bankruptcy, insolvency, liquidation or reorganization of our Operating Partnership or its subsidiaries, assets of our Operating Partnership or the applicable subsidiary will be available to satisfy our claims to us as an equity owner therein only after all of their liabilities and preferred equity have been paid in full.

After giving effect to this offering, the concurrent CTO private placement and the formation transactions, we will own 86.6% of the OP units. However, in connection with our future acquisition activities or otherwise, we may issue additional OP units to third parties. Such issuances would reduce our ownership in our Operating Partnership. Because you will not directly own units of our Operating Partnership, you will not have any voting rights with respect to any such issuances or other partnership level activities of our Operating Partnership.

Certain provisions of Maryland law could inhibit changes in control of our company.

Certain "business combination" and "control share acquisition" provisions of the Maryland General Corporation Law, or the MGCL, may have the effect of deterring a third party from making a proposal to acquire us or of impeding a change in control under circumstances that otherwise could provide the holders of our common stock with the opportunity to realize a premium over the then-prevailing market price of our common stock. Pursuant to the MGCL, our board of directors has by resolution exempted business combinations between us and any other person. Our bylaws contain a provision exempting from the control share acquisition statute any and all acquisitions by any person of shares of our stock. However, there can be no assurance that these exemptions will not be amended or eliminated at any time in the future. Our charter and bylaws and Maryland law also contain other provisions that may delay, defer or prevent a transaction or a change of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interest. See "Certain Provisions of Maryland Law and of Our Charter and Bylaws—Removal of Directors," "—Control Share Acquisitions" and "—Advance Notice of Director Nominations and New Business."

Certain provisions in the partnership agreement of our Operating Partnership may delay, defer or prevent unsolicited acquisitions of us.

Provisions in the partnership agreement of our Operating Partnership may delay, defer or prevent unsolicited acquisitions of us or changes of our control. These provisions could discourage third parties from making proposals involving an unsolicited acquisition of us or change of our control, although some stockholders might consider such proposals, if made, desirable. These provisions include, among others:

- redemption rights of qualifying parties;

- transfer restrictions on OP units;
- our ability, as general partner, in some cases, to amend the partnership agreement and to cause the Operating Partnership to issue units with terms that could delay, defer or prevent a merger or other change of control of us or our Operating Partnership without the consent of the limited partners; and
- the right of the limited partners to consent to transfers of the general partnership interest and mergers or other transactions involving us under specified circumstances.

The partnership agreement of our Operating Partnership and Delaware law also contain other provisions that may delay, defer or prevent a transaction or a change of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interest. See "Description of the Partnership Agreement of Alpine Income Property OP, LP."

Our charter contains stock ownership limits, which may delay, defer or prevent a change of control.

In order for us to qualify and maintain our qualification as a REIT for each taxable year commencing with our taxable year ending December 31, 2020, no more than 50% in value of our outstanding capital stock may be owned, directly or indirectly, by five or fewer individuals during the last half of any calendar year, and at least 100 persons must beneficially own our stock during at least 335 days of a taxable year of 12 months or during a proportionate portion of a shorter taxable year. "Individuals" for this purpose include natural persons, private foundations, some employee benefit plans and trusts and some charitable trusts. To assist us in complying with these limitations, among other purposes, our charter generally prohibits any person from directly or indirectly owning more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock. These ownership limitations could have the effect of discouraging a takeover or other transaction in which holders of our common stock might receive a premium for their shares over the then prevailing market price or which holders might believe to be otherwise in their best interests. For further details regarding stock ownership limits, see "Description of Capital Stock—Restrictions on Ownership and Transfer."

Our charter's constructive ownership rules are complex and may cause the outstanding shares owned by a group of related individuals or entities to be deemed to be constructively owned by one individual or entity. As a result, the acquisition of less than these percentages of the outstanding shares by an individual or entity could cause that individual or entity to own constructively in excess of these percentages of the outstanding shares and thus violate the share ownership limits. Our charter also provides that any attempt to own or transfer shares of our common stock or preferred stock (if and when issued) in excess of the stock ownership limits without the consent of our board of directors or in a manner that would cause us to be "closely held" under Section 856(h) of the Code (without regard to whether the shares are held during the last half of a taxable year) will result in the shares being automatically transferred to a trustee for a charitable trust or, if the transfer to the charitable trust is not automatically effective to prevent a violation of the share ownership limits or the restrictions on ownership and transfer of our shares, any such transfer of our shares will be null and void.

Our board of directors may change our strategies, policies or procedures without stockholder consent, which may subject us to different and more significant risks in the future.

Our investment, financing, leverage and distribution policies and our policies with respect to all other activities, including growth, debt, capitalization and operations, will be determined by

our board of directors. These policies may be amended or revised at any time and from time to time at the discretion of the board of directors without notice to or a vote of our stockholders. This could result in us conducting operational matters, making investments or pursuing different business or growth strategies than those contemplated in this prospectus. Under these circumstances, we may expose ourselves to different and more significant risks in the future, which could have a material adverse effect on our business and growth. In addition, our board of directors may change our policies with respect to conflicts of interest, provided that such changes are consistent with applicable legal requirements.

We may assume unknown liabilities in connection with the formation transactions, which, if significant, could materially and adversely affect us.

As part of the formation transactions, we will acquire our initial portfolio from CTO, subject to existing liabilities, some of which may be unknown at the time this offering is consummated. Unknown liabilities might include claims of tenants, vendors or other persons dealing with such entities prior to this offering (that had not been asserted or threatened prior to this offering), tax liabilities and accrued but unpaid liabilities incurred in the ordinary course of business. Any unknown or unquantifiable liabilities that we assume in connection with the formation transactions for which we have no or limited recourse could materially and adversely affect us. See "—Risks Related to Our Business and Properties—The costs of compliance with or liabilities related to environmental laws may materially and adversely affect us." as to the possibility of environmental conditions potentially affecting us.

Our rights and the rights of our stockholders to take action against our directors and executive officers are limited, which could limit your recourse in the event of actions not in your best interest.

Our charter limits the liability of our present and former directors and executive officers to us and our stockholders for money damages to the maximum extent permitted under Maryland law. Under current Maryland law, our present and former directors and executive officers will not have any liability to us or our stockholders for money damages other than liability resulting from (i) actual receipt of an improper benefit or profit in money, property or services or (ii) active and deliberate dishonesty by the director or executive officer that was established by a final judgment and is material to the cause of action. As a result, we and our stockholders have limited rights against our present and former directors and executive officers, which could limit your recourse in the event of actions not in your best interest. See "Certain Provisions of Maryland Law and of Our Charter and Bylaws—Limitation of Liability and Indemnification of Directors and Officers."

Conflicts of interest exist or could arise in the future between the interests of our stockholders and the interests of holders of Operating Partnership units, which may impede business decisions that could benefit our stockholders.

Conflicts of interest exist or could arise in the future as a result of the relationships between us and our affiliates, on the one hand, and our Operating Partnership or any partner thereof, on the other. Our directors and executive officers have duties to our company under applicable Maryland law in connection with their management of our company. At the same time, our wholly-owned subsidiary, Alpine Income Property GP, LLC, as the general partner of our Operating Partnership, has fiduciary duties and obligations to our Operating Partnership and its limited partners under Delaware law and the partnership agreement of our Operating Partnership in connection with the management of our Operating Partnership. The fiduciary duties and obligations of the general partner to our Operating Partnership and its partners may come into conflict with the duties of our directors and executive officers to our company. Our Operating Partnership agreement provides

that, in the event of a conflict between the interests of our stockholders on the one hand, and the limited partners of our Operating Partnership on the other hand, the general partner will endeavor in good faith to resolve the conflict in a manner not adverse to either our stockholders or the limited partners, provided however, that so long as we own a controlling interest in our Operating Partnership, any such conflict that the general partner, in its sole and absolute discretion, determines cannot be resolved in a manner not adverse to either our stockholders or the limited partners of our Operating Partnership will be resolved in favor of our stockholders, and the general partner will not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by the limited partners in connection with such decisions.

In addition, to the extent permitted by applicable law, the partnership agreement will provide for the indemnification of the general partner and our officers, directors, employees and any other persons the general partner may designate from and against any and all claims that relate to the operations of our Operating Partnership as set forth in the partnership agreement in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established that:

- the act or omission of the indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty;
- the indemnitee actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the indemnitee had reasonable cause to believe that the act or omission was unlawful.

Similarly, the general partner of our Operating Partnership and our officers, directors, agents or employees, will not be liable for monetary damages to our Operating Partnership or the limited partners for losses sustained or liabilities incurred as a result of errors in judgment or mistakes of fact or law or of any act or omission so long as any such party acted in good faith.

We could increase or decrease the number of authorized shares of stock, classify and reclassify unissued stock and issue stock without stockholder approval, which could prevent a change in our control and negatively affect the market price of our common stock.

Our board of directors, without stockholder approval, has the power under our charter to amend our charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that we are authorized to issue, to authorize us to issue authorized but unissued shares of our common stock or preferred stock and to classify or reclassify any unissued shares of our common stock or preferred stock into one or more classes or series of stock and set the terms of such newly classified or reclassified shares. See “Description of Capital Stock—Common Stock,” “—Preferred Stock” and “—Power to Issue Additional Shares of Common Stock and Preferred Stock.” As a result, we may issue series or classes of common stock or preferred stock with preferences, distributions, powers and rights, voting or otherwise, that are senior to the rights of holders of our common stock. Any such issuance could dilute our existing common stockholders’ interests. Although our board of directors has no such intention at the present time, it could establish a class or series of preferred stock that could, depending on the terms of such series, delay, defer or prevent a transaction or a change of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interest.

Our Operating Partnership may issue additional OP units without the consent of our stockholders, which could have a dilutive effect on our stockholders.

Our Operating Partnership may issue additional OP units to third parties without the consent of our stockholders, which would reduce our ownership percentage in our Operating Partnership and may have a dilutive effect on the amount of distributions made to us by our Operating Partnership and, therefore, the amount of distributions we may make to our stockholders. Any such issuances, or the perception of such issuances, could materially and adversely affect the market price of our common stock.

We are an "emerging growth company" and a "smaller reporting company," and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies will make shares of our common stock less attractive to investors.

We are an "emerging growth company" as defined in the JOBS Act. We will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year during which our total annual gross revenue equals or exceeds $1.07 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt securities and (iv) the date on which we are deemed to be a "large accelerated filer" under the Exchange Act. We intend to take advantage of exemptions from various reporting requirements that are applicable to most other public companies, whether or not they are classified as "emerging growth companies," including, but not limited to, an exemption from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that our independent registered public accounting firm provide an attestation report on the effectiveness of our internal control over financial reporting. An attestation report by our auditor would require additional procedures by them that could detect problems with our internal control over financial reporting that are not detected by management. If our system of internal control over financial reporting is not determined to be appropriately designed or operating effectively, it could require us to restate financial statements, cause us to fail to meet reporting obligations and cause investors to lose confidence in our reported financial information, all of which could lead to a significant decline in the market price of our common stock. The JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in the Securities Act of 1933, as amended (the "Securities Act") for complying with new or revised accounting standards. However, we have chosen to "opt out" of this extended transition period and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for all public companies that are not emerging growth companies. Our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

We are also a "smaller reporting company" as defined in Regulation S-K under the Securities Act and may take advantage of certain of the scaled disclosures available to smaller reporting companies. We may be a smaller reporting company even after we are no longer an "emerging growth company."

We cannot predict if investors will find our common stock less attractive because we intend to rely on certain of these exemptions and benefits under the JOBS Act. If some investors find our common stock less attractive as a result, there may be a less active, liquid and/or orderly trading market for our common stock and the market price and trading volume of our common stock may be more volatile and decline significantly.

We will incur new costs as a result of becoming a public company, and such costs may increase when we cease to be an "emerging growth company."

As a public company, we will incur significant legal, accounting, insurance and other expenses, including costs associated with public company reporting requirements. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect compliance with these public reporting requirements and associated rules and regulations to increase expenses, particularly after we are no longer an emerging growth company, although we are currently unable to estimate theses costs with any degree of certainty. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, which could result in our incurring additional costs applicable to public companies that are not emerging growth companies.

Risks Related to Our Qualification and Operation as a REIT

Failure to qualify as a REIT, or failure to remain qualified as a REIT, would cause us to be taxed as a regular corporation, which would substantially reduce funds available for distributions to our stockholders.

We believe that our organization and proposed method of operation will enable us to meet the requirements for qualification and taxation as a REIT commencing with our short taxable year ending December 31, 2019. However, we cannot assure you that we will qualify and remain qualified as a REIT. In connection with this offering, we will receive an opinion from Vinson & Elkins L.L.P. that, commencing with our short taxable year ending December 31, 2019, we will be organized in conformity with the requirements for qualification and taxation as a REIT under the U.S. federal income tax laws and our proposed method of operations will enable us to satisfy the requirements for qualification and taxation as a REIT under the U.S. federal income tax laws for our short taxable year ending December 31, 2019 and subsequent taxable years. Investors should be aware that Vinson & Elkins L.L.P.'s opinion is based upon customary assumptions, will be conditioned upon certain representations made by us as to factual matters, including representations regarding the nature of our assets and the conduct of our business, is not binding upon the Internal Revenue Service, or the IRS, or any court and speaks as of the date issued. In addition, Vinson & Elkins L.L.P.'s opinion will be based on existing U.S. federal income tax law governing qualification as a REIT, which is subject to change either prospectively or retroactively. Moreover, our qualification and taxation as a REIT depend upon our ability to meet on a continuing basis, through actual annual operating results, certain qualification tests set forth in the U.S. federal tax laws. Vinson & Elkins L.L.P. will not review our compliance with those tests on a continuing basis. Accordingly, no assurance can be given that our actual results of operations for any particular taxable year will satisfy such requirements.

If we fail to qualify as a REIT in any taxable year, we will face serious tax consequences that will substantially reduce the funds available for distributions to our stockholders because:

- we would not be allowed a deduction for dividends paid to stockholders in computing our taxable income and would be subject to U.S. federal income tax at regular corporate rates;
- we could be subject increased state and local taxes; and
- unless we are entitled to relief under certain U.S. federal income tax laws, we could not re-elect REIT status until the fifth calendar year after the year in which we failed to qualify as a REIT.

In addition, if we fail to qualify as a REIT, we will no longer be required to make distributions. As a result of all these factors, our failure to qualify as a REIT could impair our ability to expand our business and raise capital, and it would adversely affect our business, financial condition, results of operations or ability to make distributions to our stockholders and the trading price of our common stock. See "Material U.S. Federal Income Tax Considerations" for a discussion of material U.S. federal income tax consequences relating to us and an investment in our common stock.

Even if we qualify as a REIT, we may face other tax liabilities that could reduce our cash flows and negatively impact our results of operations and financial condition.

Even if we qualify for taxation as a REIT, we may be subject to certain U.S. federal, state and local taxes on our income and assets, including taxes on any undistributed income, tax on income from some activities conducted as a result of a foreclosure and state or local income, property and transfer taxes. In addition, under new partnership audit procedures, our Operating Partnership and any other partnership that we may form or acquire may be liable at the entity level for tax imposed under those procedures. Further, any TRS that we may form in the future will be subject to regular corporate U.S. federal, state and local taxes. The TRS rules also impose a 100% excise tax on certain transactions between a TRS and its parent REIT that are not conducted on an arm's-length basis. Any of these taxes would decrease cash available for distributions to stockholders, which, in turn, could materially adversely affect our business, financial condition, results of operations or ability to make distributions to our stockholders and the trading price of our common stock.

Failure to make required distributions would subject us to U.S. federal corporate income tax.

We intend to operate in a manner so as to qualify and maintain our qualification as a REIT for U.S. federal income tax purposes. In order to qualify and maintain our qualification as a REIT, we generally are required to distribute at least 90% of our REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, each year to our stockholders. To the extent that we satisfy this distribution requirement but distribute less than 100% of our REIT taxable income, we will be subject to U.S. federal corporate income tax on our undistributed taxable income. In addition, we will be subject to a 4% nondeductible excise tax if the actual amount that we pay out to our stockholders in a calendar year is less than a minimum amount specified under the Code.

Complying with REIT requirements may cause us to forego otherwise attractive opportunities or liquidate otherwise attractive investments.

To qualify and maintain our qualification as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our stockholders and the ownership of our stock. In order to meet these tests, we may be required to forego investments we might otherwise make. Thus, compliance with the REIT requirements may hinder our performance.

In particular, we must ensure that at the end of each calendar quarter, at least 75% of the value of our assets consists of cash, cash items, government securities and qualified real estate assets. The remainder of our investment in securities (other than government securities, securities of TRSs and qualified real estate assets) generally cannot include more than 10% of the outstanding voting securities of any one issuer or more than 10% of the total value of the outstanding securities of any one issuer. In addition, in general, no more than 5% of the value of our assets (other than government securities, securities of TRSs and qualified real estate assets) can

consist of the securities of any one issuer, no more than 20% of the value of our total assets can be represented by the securities of one or more TRSs and no more than 25% of our assets can be represented by debt of "publicly offered REITs" (i.e., REITs that are required to file annual and periodic reports with the SEC under the Exchange Act), unless secured by real property or interests in real property. If we fail to comply with these requirements at the end of any calendar quarter, we must correct the failure within 30 days after the end of the calendar quarter or qualify for certain statutory relief provisions to avoid losing our REIT qualification and suffering adverse tax consequences. As a result, we may be required to liquidate otherwise attractive investments. These actions could have the effect of reducing our income and amounts available for distribution to our stockholders.

The relative lack of experience of our Manager in operating under the constraints imposed on us as a REIT may hinder the achievement of our investment objectives.

The Code imposes numerous constraints on the operations of REITs that do not apply to other investment vehicles, including CTO. Our qualification as a REIT depends upon our ability to meet requirements regarding our organization and ownership, distributions of our income, the nature and diversification of our income and assets and other tests imposed by the Code. Any failure to comply could cause us to fail to satisfy the requirements associated with qualifying for and maintaining REIT status. Our Manager has relatively limited experience operating under these constraints, which may hinder our ability to take advantage of attractive investment opportunities and to achieve our investment objectives. As a result, we cannot assure you that our Manager will be able to operate our business under these constraints. If we fail to qualify as a REIT for any taxable year, we will be subject to U.S. federal income tax on our taxable income at corporate rates. In addition, we would generally be disqualified from treatment as a REIT for the four taxable years following the year of losing our REIT status. Losing our REIT status would reduce our net earnings available for investment or distribution to stockholders because of the additional tax liability. In addition, distributions to stockholders would no longer qualify for the dividends paid deduction, and we would no longer be required to make distributions. If this occurs, we might be required to borrow funds or liquidate some investments in order to pay the applicable tax.

Complying with REIT requirements may limit our ability to hedge our liabilities effectively and may cause us to incur tax liabilities.

The REIT provisions of the Code may limit our ability to hedge our liabilities. Any income from a hedging transaction we enter into to manage risk of interest rate changes, price changes or currency fluctuations with respect to borrowings made or to be made to acquire or carry real estate assets, if properly identified under applicable Treasury Regulations, does not constitute "gross income" for purposes of the 75% or 95% gross income tests applicable to REITs. In addition, certain income from hedging transactions entered into to hedge existing hedging positions after any portion of the hedged indebtedness or property is extinguished or disposed of will not be included in income for purposes of the 75% and 95% gross income tests. To the extent that we enter into other types of hedging transactions, the income from those transactions will likely be treated as non-qualifying income for purposes of both of the gross income tests. As a result of these rules, we may need to limit our use of advantageous hedging techniques or implement those hedges through a TRS. This could increase the cost of our hedging activities because our TRSs would be subject to tax on gains or expose us to greater risks associated with changes in interest rates than we would otherwise want to bear. In addition, losses in a TRS generally will not provide any tax benefit, except for being carried forward against future taxable income of such TRS.

Our ability to provide certain services to our tenants may be limited by the REIT rules or may have to be provided through a TRS.

As a REIT, we generally cannot provide services to our tenants other than those that are customarily provided by landlords, nor can we derive income from a third party that provides such services. If we forego providing such services to our tenants, we may be at a disadvantage to competitors that are not subject to the same restrictions. However, we can provide such non-customary services to tenant our share in the revenue from such services if we do so through a TRS, though income earned by such TRS will be subject to U.S. federal corporate income tax.

The prohibited transactions tax may limit our ability to dispose of our properties.

A REIT's net income from prohibited transactions is subject to a 100% tax. In general, prohibited transactions are sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business. We may be subject to the prohibited transaction tax equal to 100% of net gain upon a disposition of real property. Although a safe harbor to the characterization of the sale of real property by a REIT as a prohibited transaction is available, we cannot assure you that we can comply with the safe harbor or that we will avoid owning property that may be characterized as held primarily for sale to customers in the ordinary course of business. Consequently, we may choose not to engage in certain sales of our properties or may conduct such sales through any TRS that we may form, which would be subject to U.S. federal corporate income tax.

We may pay taxable dividends in our common stock and cash, in which case stockholders may sell shares of our common stock to pay tax on such dividends, placing downward pressure on the market price of our common stock.

We may satisfy the 90% distribution test with taxable distributions of our common stock. The IRS has issued Revenue Procedure 2017-45 authorizing elective cash/stock dividends to be made by "publicly offered REITs." Pursuant to Revenue Procedure 2017-45, the IRS will treat the distribution of stock pursuant to an elective cash/stock dividend as a distribution of property under Section 301 of the Code (i.e., a dividend), as long as at least 20% of the total dividend is available in cash and certain other parameters detailed in the Revenue Procedure are satisfied.

If we made a taxable dividend payable in cash and common stock, taxable stockholders receiving such dividends will be required to include the full amount of the dividend as ordinary income to the extent of our current and accumulated earnings and profits, as determined for U.S. federal income tax purposes. As a result, stockholders may be required to pay income tax with respect to such dividends in excess of the cash dividends received. If a U.S. stockholder sells the common stock that it receives as a dividend in order to pay this tax, the sales proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of our common stock at the time of the sale. Furthermore, with respect to certain non-U.S. stockholders, we may be required to withhold U.S. federal income tax with respect to such dividends, including in respect of all or a portion of such dividend that is payable in common stock. If we made a taxable dividend payable in cash and our common stock and a significant number of our stockholders determine to sell shares of our common stock in order to pay taxes owed on dividends, it may put downward pressure on the trading price of our common stock. We do not currently intend to pay taxable dividends using both our common stock and cash, although we may choose to do so in the future.

The ability of our board of directors to revoke our REIT qualification without stockholder approval may cause adverse consequences to our stockholders.

Our charter provides that our board of directors may revoke or otherwise terminate our REIT election, without the approval of our stockholders, if it determines in good faith that it is no longer in our best interest to continue to qualify as a REIT. If we cease to qualify as a REIT, we would become subject to U.S. federal income tax on our taxable income and would no longer be required to distribute most of our taxable income to our stockholders, which may have adverse consequences on our total return to our stockholders.

Any ownership of a TRS we may form in the future will be subject to limitations and our transactions with a TRS will cause us to be subject to a 100% penalty tax on certain income or deductions if those transactions are not conducted on arm's-length terms.

Overall, no more than 20% of the value of a REIT's assets may consist of stock or securities of one or more TRS. A TRS will be subject to applicable U.S. federal, state and local corporate income tax on its taxable income, and its after tax net income will be available for distribution to us but is not required to be distributed to us. In addition, the Code limits the deductibility of interest paid or accrued by a TRSs to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation and, in certain circumstances, other limitations on deductibility may apply. The Code also imposes a 100% excise tax on certain transactions between a TRS and its parent REIT that are not conducted on an arm's-length basis. We will monitor the value of our respective investments in any TRS that we may form for the purpose of ensuring compliance with TRS ownership limitations and will structure our transactions with any TRS on terms that we believe are arm's length to avoid incurring the 100% excise tax described above. There can be no assurance, however, that we will be able to comply with the 20% limitation or to avoid application of the 100% excise tax.

You may be restricted from acquiring or transferring certain amounts of our common stock.

The stock ownership restrictions of the Code for REITs and the 9.8% share ownership limit in our charter may inhibit market activity in our capital stock and restrict our business combination opportunities.

In order to qualify as a REIT for each taxable year beginning in 2020, five or fewer individuals, as defined in the Code, may not own, beneficially or constructively, more than 50% in value of our issued and outstanding capital stock at any time during the last half of a taxable year. Attribution rules in the Code determine if any individual or entity beneficially or constructively owns our shares of capital stock under this requirement. Additionally, at least 100 persons must beneficially own our shares of capital stock during at least 335 days of a taxable year for each taxable year beginning in 2020. To help insure that we meet these tests, our charter restricts the acquisition and ownership of shares of our capital stock.

Our charter, with certain exceptions, requires our directors to take such actions as are necessary and desirable to preserve our qualification as a REIT. Unless exempted by our board of directors, our charter prohibits any person from beneficially or constructively owning more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our shares of capital stock. Our board of directors may not grant an exemption from this restriction to any person if such exemption would result in our failing to qualify as a REIT. This as well as other restrictions on transferability and ownership will not apply, however, if our board of directors determines in good faith that it is no longer in our best interests to continue to qualify as a REIT.

Dividends payable by REITs do not qualify for the reduced tax rates available for some dividends.

The maximum U.S. federal income tax rate applicable to "qualified dividend income" payable to U.S. stockholders that are taxed at individual rates is 20% (plus the 3.8% surtax on net investment income, if applicable). Dividends payable by REITs, however, generally are not eligible for the reduced rates on qualified dividend income. However, for taxable years beginning before January 1, 2026, ordinary REIT dividends constitute "qualified business income" and thus a 20% deduction is available to individual taxpayers with respect to such dividends, resulting in a 29.6% maximum U.S. federal income tax rate (plus the 3.8% surtax on net investment income, if applicable) for individual U.S. stockholders. However, to qualify for this deduction, the stockholder receiving such dividends must hold the dividend-paying REIT stock for at least 46 days (taking into account certain special holding period rules) of the 91-day period beginning 45 days before the stock becomes ex-dividend, and cannot be under an obligation to make related payments with respect to a position in substantially similar or related property. The more favorable rates applicable to regular corporate qualified dividends could cause investors who are taxed at individual rates to perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could adversely affect the value of the shares of REITs, including our common stock.

We may be subject to adverse legislative or regulatory tax changes, in each instance with potentially retroactive effect, that could reduce the market price of our common stock.

At any time, the U.S. federal income tax laws governing REITs or the administrative interpretations of those laws may be amended. We cannot predict when or if any new U.S. federal income tax law, regulation or administrative interpretation, or any amendment to any existing U.S. federal income tax law, regulation or administrative interpretation, will be adopted, promulgated or become effective and any such law, regulation or interpretation may take effect retroactively. We and our stockholders could be adversely affected by any such change in the U.S. federal income tax laws, regulations or administrative interpretations which, in turn, could materially adversely affect our ability to make distributions to our stockholders and the trading price of our common and preferred stock.

The Tax Cuts and Jobs Act, or the TCJA, enacted in 2017, made significant changes to the U.S. federal income tax rules for taxation of individuals and corporations. In the case of individuals, the tax brackets were adjusted, the top U.S. federal income tax rate was reduced to 37%, special rules reduced taxation of certain income earned through pass-through entities and the top effective rate applicable to ordinary REIT dividends to 29.6% (through a 20% deduction for ordinary REIT dividends received) and various deductions were been eliminated or limited (including a limit on the deduction for state and local taxes to $10,000 per year). Most of the changes applicable to individuals are temporary and apply only to taxable years beginning after December 31, 2017 and before January 1, 2026. The top corporate income tax rate was been reduced to 21%. There are only minor changes to the REIT rules (other than the 20% deduction applicable to individuals for ordinary REIT dividends received). Technical corrections and amendments to the TCJA and additional administrative guidance with respect to the TCJA may still be forthcoming. The TCJA made numerous other large and small changes to the tax rules that do not affect REITs directly but may affect our stockholders and may indirectly affect us.

If our Operating Partnership failed to qualify as a partnership for U.S. federal income tax purposes, we would cease to qualify as a REIT and suffer other adverse consequences.

We believe that our Operating Partnership will be treated as a partnership for U.S. federal income tax purposes. As a partnership, our Operating Partnership will not be subject to U.S.

federal income tax on its income. Instead, each of its partners, including us, will be allocated, and may be required to pay tax with respect to, its share of our Operating Partnership's income. We cannot assure you, however, that the IRS will not challenge the status of our Operating Partnership or any other subsidiary partnership in which we own an interest as a partnership for U.S. federal income tax purposes, or that a court would not sustain such a challenge. If the IRS were successful in treating our Operating Partnership or any such other subsidiary partnership as an entity taxable as a corporation for U.S. federal income tax purposes, we would fail to meet the gross income tests and certain of the asset tests applicable to REITs and, accordingly, we would likely cease to qualify as a REIT. Also, the failure of our Operating Partnership or any subsidiary partnership to qualify as a partnership could cause such partnership to become subject to U.S. federal and state corporate income tax, which would reduce significantly the amount of cash available for debt service and for distribution to its partners, including us.

Risks Related to Our Common Stock and this Offering

There has been no public market for our common stock prior to this offering and an active trading market may not develop or be sustained or be liquid following this offering, which may cause the market price of our common stock to decline significantly and make it difficult for investors to sell their shares.

Prior to this offering, there has been no public market for our common stock, and there can be no assurance that an active trading market will develop or be sustained or be liquid following this offering or that shares of our common stock will be resold at or above the public offering price. The public offering price of shares of our common stock will be determined by agreement among us and the underwriters, but there can be no assurance that our common stock will not trade below the public offering price following the completion of this offering. The market price of our common stock could be substantially affected by general market conditions, including the extent to which a secondary market develops and is sustained for our common stock following the completion of this offering, the extent of institutional investor interest in us, the general reputation of REITs and the attractiveness of their equity securities in comparison to other equity securities of other entities (including securities issued by other real estate-based companies), our financial performance and prospects and general stock and bond market conditions.

The stock markets, including the NYSE on which we intend to list shares of our common stock, have from time to time experienced significant price and volume fluctuations. As a result, the market price of our common stock may be similarly volatile, and investors in shares of our common stock may from time to time experience a decrease in the market price of their shares, including decreases unrelated to our financial performance or prospects. The market price of shares of our common stock could be subject to wide fluctuations in response to a number of factors, including those discussed in this "Risk Factors" section, and others, such as:

- our financial condition and operating performance and the financial condition or performance of other similar companies;
- actual or anticipated differences in our quarterly or annual operating results than expected;
- changes in our revenues, FFO, AFFO or earnings estimates or recommendations by securities analysts;
- publication of research reports about us or the real estate industry generally;
- increases in market interest rates, which may lead investors to demand a higher distribution yield for shares of our common stock, and could result in increased interest expense on our debt;

- adverse market reaction to any increased indebtedness we incur in the future;
- actual or anticipated changes in our and our tenants' businesses or prospects;
- the current state of the credit and capital markets, and our ability and the ability of our tenants to obtain financing on favorable terms;
- conflicts of interest with CTO and its affiliates, including our Manager;
- the termination of our Manager or additions and departures of key personnel of our Manager;
- increased competition in our markets;
- strategic decisions by us or our competitors, such as acquisitions, divestments, spin-offs, joint ventures, strategic investments or changes in business or growth strategies;
- the passage of legislation or other regulatory developments that adversely affect us or our industry;
- adverse speculation in the press or investment community;
- actions by institutional stockholders;
- the extent of investor interest in our securities;
- the general reputation of REITs and the attractiveness of our equity securities in comparison to other equity securities, including securities issued by other real estate-based companies;
- investor confidence in the stock and bond markets, generally;
- changes in tax laws;
- equity issuances by us (including the issuances of OP units), or common stock resales by our stockholders, or the perception that such issuances or resales may occur;
- volume of average daily trading and the amount of our common stock available to be traded;
- actual, potential or perceived accounting problems;
- changes in accounting principles;
- failure to qualify and maintain our qualification as a REIT;
- failure to comply with the rules of the NYSE or maintain the listing of our common stock on the NYSE;
- terrorist acts, natural or man-made disasters or threatened or actual armed conflicts; and

- general market and local, regional and national economic conditions, including factors unrelated to our operating performance and prospects.

No assurance can be given that the market price of our common stock will not fluctuate or decline significantly in the future or that holders of shares of our common stock will be able to sell their shares when desired on favorable terms, or at all. From time to time in the past, securities class action litigation has been instituted against companies following periods of extreme volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources.

There can be no assurance that we will be able to make or maintain cash distributions, and certain agreements relating to our indebtedness may, under certain circumstances, limit or eliminate our ability to make distributions to our common stockholders.

We intend to make cash distributions to our stockholders in amounts such that all or substantially all of our taxable income in each year, subject to adjustments, is distributed. Our ability to continue to make distributions in the future may be adversely affected by the risk factors described in this prospectus. We can give no assurance that we will be able to make or maintain distributions and certain agreements relating to our indebtedness may, under certain circumstances, limit or eliminate our ability to make distributions to our common stockholders. We can give no assurance that rents from our properties will increase, or that future acquisitions of real properties or other investments will increase our cash available for distributions to stockholders. In addition, any distributions will be authorized at the sole discretion of our board of directors, and their form, timing and amount, if any, will depend upon a number of factors, including our actual and projected results of operations, FFO, AFFO, liquidity, cash flows and financial condition, the revenue we actually receive from our properties, our operating expenses, our debt service requirements, our capital expenditures, prohibitions and other limitations under our financing arrangements, our REIT taxable income, the annual REIT distribution requirements, applicable law and such other factors as our board of directors deems relevant.

Distributions are expected to be based upon our FFO, AFFO, financial condition, cash flows and liquidity, debt service requirements and capital expenditure requirements for our properties. If we do not have sufficient cash available for distributions, we may need to fund the shortage out of working capital or borrow to provide funds for such distributions, which would reduce the amount of proceeds available for real estate investments and increase our future interest costs. Our inability to make distributions, or to make distributions at expected levels, could result in a decrease in the per share trading price of our common stock.

The market value of our common stock is subject to various factors that may cause significant fluctuations or volatility.

As with other publicly-traded securities, the market price of our common stock depends on various factors, which may change from time to time and/or may be unrelated to our financial condition, results of operations or cash flows. These factors may cause significant fluctuations or volatility in the market price of our common stock. These factors include, but are likely not limited to, the following:

- general economic and financial market conditions, including a weak economic environment;
- level and trend of interest rates;
- our ability to access the capital markets to raise additional debt or equity capital;

- changes in our cash flows or results of operations;
- our financial condition and performance;
- market perception of our company compared to other real estate companies;
- market perception of the real estate sector compared to other investment sectors; and
- volume of average daily trading and the amount of our common stock available to be traded.

The market price of our common stock could be adversely affected by our level of cash distributions.

We believe the market price of the equity securities of a REIT is based primarily upon the market's perception of the REIT's growth potential, its current and potential future cash distributions, whether from operations, sales or refinancing, and its management and governance structure and is secondarily based upon the real estate market value of the underlying assets. For that reason, our common stock may trade at prices that are higher or lower than our net asset value per share. To the extent we retain operating cash flows for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of our underlying assets, may not correspondingly increase the market price of our common stock. If we fail to meet the market's expectations with regard to future operating results and cash distributions, the market price of our common stock could be adversely affected.

Increases in market interest rates may result in a decline in the market price of our common stock.

One of the factors that will influence the market price of our common stock will be the distribution yield on the common stock (as a percentage of the market price of our common stock) relative to market interest rates. An increase in market interest rates, which are currently at low levels relative to historical rates, may lead prospective purchasers of shares of our common stock to expect a higher distribution yield and higher interest rates would likely increase our borrowing costs and potentially decrease our cash available for distribution. Thus, higher market interest rates could cause the market price of our common stock to decline.

Future issuances of debt securities, which would rank senior to shares of our common stock upon our liquidation, and future issuances of equity securities (including preferred stock and OP units), which would dilute the holdings of our then-existing common stockholders and may be senior to shares of our common stock for the purposes of making distributions, periodically or upon liquidation, may materially and adversely affect the market price of our common stock.

In the future, we may issue debt or equity securities or incur other borrowings. Upon liquidation, holders of our debt securities and other loans and shares of our preferred stock will receive a distribution of our available assets before holders of shares of our common stock. We are not required to offer any debt or equity securities to existing stockholders on a preemptive basis. Therefore, shares of our common stock that we issue in the future, directly or through convertible or exchangeable securities (including OP units), warrants or options, will dilute the holdings of our then-existing common stockholders and such issuances or the perception of such issuances may reduce the market price of our common stock. Our preferred stock, if issued, would likely have a preference on distribution payments, periodically or upon liquidation, which could limit our ability to make distributions to holders of shares of our common stock. Because our decision to

issue debt or equity securities or otherwise incur debt in the future will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing, nature or impact of our future capital raising efforts. Thus, holders of shares of our common stock bear the risk that our future issuances of debt or equity securities or our incurrence of other borrowings may materially and adversely affect the market price of shares of our common stock and dilute their ownership in us.

Sales of substantial amounts of our common stock in the public markets, or the perception that they might occur, could reduce the price of our common stock and may dilute your voting power and your ownership interest in us.

Sales of substantial amounts of our common stock in the public market following this offering, or the perception that such sales could occur, could adversely affect the market price of our common stock and may make it more difficult for you to sell your common stock at a time and price that you deem appropriate. Upon the completion of this offering and the concurrent CTO private placement, we expect to have outstanding 7,883,000 shares of our common stock (or 9,008,000 shares of our common stock if the underwriters exercise in full their option to purchase additional shares).

The shares of our common stock that we are selling in this offering may be resold immediately in the public market unless they are held by "affiliates," as that term is defined in Rule 144 under the Securities Act. The common stock to be purchased by CTO in the concurrent CTO private placement and the shares of common stock underlying the OP units to be issued in the formation transactions will be "restricted securities" within the meaning of Rule 144 under the Securities Act and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemptions contained in Rule 144. Subject to certain exceptions, we, our Manager, our executive officers, directors and director nominees and CTO have agreed with the underwriters not to offer, sell, transfer or otherwise dispose of any of our common stock or any securities convertible into or exercisable or exchangeable for, exercisable for, or repayable with our common stock, for a period of 180 days after the date of this prospectus without first obtaining the written consent of Raymond James & Associates, Inc. As a result of the registration rights agreement that we will enter into with CTO, the shares of our common stock to be issued in the concurrent CTO private placement may be eligible for future sale without restriction, subject to applicable lock-up arrangements. See "Shares Eligible for Future Sale—Registration Rights" and "Certain Relationships and Related Person Transactions—Registration Rights." Sales of a substantial number of such shares upon expiration of the lock-up agreements, the perception that such sales may occur or early release of these agreements, could cause the market price of our common stock to fall or make it more difficult for you to sell your common stock at a time and price that you deem appropriate.

In addition, upon completion of this offering, our charter will provide that we may issue up to 500,000,000 shares of common stock and 100,000,000 shares of preferred stock, $0.01 par value per share. Moreover, under Maryland law and as will be provided in our charter, a majority of our entire board of directors will have the power to amend our charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that we are authorized to issue without stockholder approval. Future issuances of shares of our common stock or securities convertible or exchangeable into common stock may dilute the ownership interest of our common stockholders. Because our decision to issue additional equity or convertible or exchangeable securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future issuances. In addition, we are not required to offer any such securities to existing stockholders on a preemptive basis. Therefore, it may not be possible for existing stockholders to participate in such future issuances, which may dilute the existing stockholders' interests in us.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws. In particular, statements pertaining to our business and growth strategies, investment and leasing activities and trends affecting our business contain forward-looking statements. When used in this prospectus, the words “estimate,” “anticipate,” “expect,” “believe,” “intend,” “may,” “will,” “should,” “seek,” “approximately,” or “plan,” or the negative of these words and phrases or similar words or phrases that are predictions of or indicate future events or trends and that do not relate solely to historical matters are intended to identify forward-looking statements. You can also identify forward-looking statements by discussions of strategy, plans or intentions of management.

Forward-looking statements involve numerous risks and uncertainties, and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data or methods that may be incorrect or imprecise, and we may not be able to realize them. We do not guarantee that the transactions and events described will happen as described (or that they will happen at all). The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- general business and economic conditions;
- continued volatility and uncertainty in the credit markets and broader financial markets;
- other risks inherent in the real estate business, including tenant defaults, potential liability relating to environmental matters, illiquidity of real estate investments and potential damages from natural disasters;
- availability of suitable properties to acquire and our ability to acquire and lease those properties on favorable terms;
- ability to renew leases, lease vacant space or re-lease space as existing leases expire or are terminated;
- the degree and nature of our competition;
- our failure to generate sufficient cash flows to service our outstanding indebtedness;
- our inability to close on our anticipated revolving credit facility;
- access to debt and equity capital markets;
- fluctuating interest rates;
- the occurrence of natural disasters, acts of violence or other events impacting our properties or our business generally;
- the occurrence of uninsured losses;
- the effects of climate change;
- availability of, and our Manager’s ability to attract, retain and make available to us, qualified personnel or the termination of our Manager;

- conflicts of interest with CTO, our Manager and their affiliates;
- changes in, or the failure or inability to comply with, government regulation, including Maryland laws;
- failure to qualify and maintain our qualification as a REIT;
- changes in U.S. tax law and other U.S. laws, whether or not specific to REITs; and
- additional factors discussed in the sections entitled “Business and Properties,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this prospectus.

You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this prospectus. While forward-looking statements reflect our good faith beliefs, they are not guarantees of future performance. We undertake no obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events, except as required by law. In light of these risks and uncertainties, the forward-looking events discussed in this prospectus might not occur as described, or at all.

USE OF PROCEEDS

We estimate that the net proceeds to us from this offering and the concurrent CTO private placement will be approximately $145.3 million, or $166.2 million if the underwriters exercise in full their option to purchase additional shares, after deducting underwriting discounts and commissions and other estimated expenses payable by us, in each case, based on an assumed public offering price of $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus.

We intend to use approximately $9.1 million of the net proceeds from this offering and the concurrent CTO private placement to fund the cash purchase price for the REIT Purchased Properties. We will contribute these properties and the remaining net proceeds from this offering and the concurrent CTO private placement to our Operating Partnership in exchange for OP units. We intend to cause our Operating Partnership to use approximately $116.8 million of the remaining net proceeds from this offering and the concurrent CTO private placement to fund the cash purchase price for the OP Purchased Properties. Any remaining net proceeds will be used for general corporate and working capital purposes, including possible future property acquisitions.

Pending the permanent use of the net proceeds from these offerings, we intend to cause our Operating Partnership to invest the net proceeds in interest-bearing, short-term investment-grade securities, money-market accounts or other investments that are consistent with our intention to qualify for taxation as a REIT for U.S. federal income tax purposes.

DISTRIBUTION POLICY

We intend to make a pro rata distribution with respect to the period commencing upon the completion of this offering and ending on December 31, 2019, based on a distribution rate of $0.20 per share of common stock for a full quarter. On an annualized basis, this would be $0.80 per share of common stock, or an annualized distribution rate of approximately 4.0% based on the mid-point of the price range set forth on the front cover of this prospectus. We estimate that this initial annual distribution rate will represent approximately 93.1% of our estimated cash available for distribution to stockholders for the twelve months ending September 30, 2020. We do not intend to reduce the annualized distribution per share of common stock if the underwriters exercise their option to purchase additional shares. Our intended initial annual distribution rate has been established based on our estimate of cash available for distribution for the twelve months ending September 30, 2020, which we have calculated based on adjustments to our pro forma net income for the twelve months ended September 30, 2019. This estimate was based on our pro forma operating results and does not take into account our long-term business and growth strategies, nor does it take into account any unanticipated expenditures we may have to make or any financings for such expenditures. In estimating our cash available for distribution for the twelve months ending September 30, 2020, we have made certain assumptions as reflected in the table and footnotes below.

Our estimate of cash available for distribution does not include the effect of any changes in our working capital resulting from changes in our working capital accounts. It also does not reflect the amount of cash estimated to be used for investing activities, financing activities or other activities. Any such investing and/or financing activities may have a material and adverse effect on our estimate of cash available for distribution. Because we have made the assumptions described herein in estimating cash available for distribution, we do not intend this estimate to be a projection or forecast of our actual results of operations, FFO, AFFO, liquidity or financial condition, and we have estimated cash available for distribution for the sole purpose of determining our estimated initial annual distribution amount. Our estimate of cash available for distribution should not be considered as an alternative to cash flow from operating activities (computed in accordance with GAAP) or as an indicator of our liquidity or our ability to make distributions. In addition, the methodology upon which we made the adjustments described herein is not necessarily intended to be a basis for determining future distributions.

We intend to maintain our initial distribution rate for the 12 months following the completion of this offering unless our financial condition, results of operations, FFO, AFFO, liquidity and cash flows, general business prospects, economic conditions or other factors differ materially from the assumptions used in projecting our initial distribution rate. We believe that our estimate of cash available for distribution constitutes a reasonable basis for setting the initial distribution rate. However, we cannot assure you that our estimate will prove accurate, and actual distributions may therefore be significantly below the expected distributions. Our actual results of operations will be affected by a number of factors, including the revenue received from the tenants leasing our properties, our operating expenses, interest expense and unanticipated capital expenditures.

We cannot assure you that our estimated distributions will be made or sustained or that our board of directors will not change our distribution policy in the future. Any distributions will be at the sole discretion of our board of directors, and their form, timing and amount, if any, will depend upon a number of factors, including our actual and projected results of operations, FFO, AFFO, liquidity, cash flows and financial condition, the revenue we actually receive from our properties, our operating expenses, our debt service requirements, our capital expenditures, prohibitions and other limitations under our financing arrangements, our REIT taxable income, the annual REIT distribution requirements, applicable law, including restrictions on distributions

under Maryland law, and such other factors as our board of directors deems relevant. For more information regarding risk factors that could materially and adversely affect us and our ability to make cash distributions, see “Risk Factors.” If our operations do not generate sufficient cash flow to enable us to pay our intended or required distributions, we may be required either to fund distributions from working capital, to borrow or raise equity or to reduce the amount of such distributions. In addition, our charter allows us to issue preferred stock that could have a preference on any distributions we make and could limit our ability to make distributions to our stockholders. Additionally, under certain circumstances, agreements relating to our indebtedness could limit our ability to make distributions to our stockholders.

The U.S. federal income tax laws require that a REIT distribute annually at least 90% of its REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gains, and that it pay tax at U.S. federal corporate income tax rates to the extent that it annually distributes less than 100% of its REIT taxable income, determined without regard to the dividends paid deduction and including any net capital gains. In addition, a REIT will be required to pay a 4% nondeductible excise tax on the amount, if any, by which the distributions it makes in a calendar year are less than the sum of 85% of its ordinary income, 95% of its capital gain net income, and 100% of its undistributed income from prior years. For more information, see “Material U.S. Federal Income Tax Considerations.” We anticipate that our estimated cash available for distribution will be sufficient to enable us to meet the annual distribution requirements applicable to REITs and to avoid or minimize the imposition of corporate and excise taxes. However, under some circumstances, we may be required to make distributions in excess of cash available for distribution in order to meet these distribution requirements or to avoid or minimize the imposition of tax, and we may need to borrow funds to make certain distributions.

The following table sets forth calculations relating to the estimated initial distribution based on our pro forma net income for the twelve months ended September 30, 2019, as adjusted. and is provided solely for the purpose of illustrating the estimated initial distribution and is not intended to be a basis for determining future distributions.

Pro Forma Net Income for the year ended December 31, 2018	$ 2,374,237
Less: pro forma net income for the nine-months ended September 30, 2018	(1,780,678)
Add: pro forma net income for the nine-months ended September 30, 2019	1,812,287
Pro Forma Net Income for the twelve-months ended September 30, 2019	**$ 2,405,846**
Add: estimated net increases in contractual rental revenue (1)	47,050
Add: real estate depreciation and amortization	3,924,513
Add: other depreciation and amortization	1,752,917
Add: non-cash compensation expense (2)	160,000
Add: non-cash interest expense	172,500
Less: net effect of non-cash rental revenue (amortization of lease intangible assets) (3)	(640,397)
Estimated Cash Available for Distribution for the twelve-months ended September 30, 2020	**$ 7,822,429**
Our stockholders' share of estimated cash available for distribution (4)	$ 6,771,187
Non-controlling interests' share of estimated cash available for distribution (5)	$ 1,051,242
Estimated initial annual distribution per share of common stock and per OP Unit	$ 0.80
Total estimated initial annual distribution to stockholders (6)	$ 6,306,400
Total estimated initial annual distribution to non-controlling interests (7)	$ 979,083
Total estimated initial annual distribution to stockholders and non-controlling interests	$ 7,285,483
Payout ratio (8)	93.1%

(1) Represents contractual increases in rental revenue from: (a) scheduled fixed rent increases; (b) contractual increases including (i) increases that have already occurred but were not in effect for the entire twelve months ended September 30, 2019 and (ii) actual increases that have occurred from September 30, 2019 through October 28, 2019; and (c) net increases from new leases or renewals that were not in effect for the entire twelve months ended September 30, 2019 or that will go into effect during the twelve months ending September 30, 2020 based upon leases entered into through October 28, 2019.

(2) Represents non-cash stock-based compensation expense related to equity-based awards granted to certain members of our board of directors and reflected in our pro forma net income for the twelve months ended September 30, 2019.

(3) Represents net non-cash rental revenues associated with the net straight-line adjustment to rental revenue, the amortization of above- and below-market lease intangibles and capitalized lease incentives.

(4) Based on our estimated ownership of approximately 86.6% of our Operating Partnership, based on the mid-point of the price range set forth on the front cover of this prospectus.

(5) Represents the share of our estimated cash available for distribution for the twelve months ending September 30, 2020 that is attributable to the holders of OP units other than us, based on the mid-point of the price range set forth on the front cover of this prospectus.

(6) Based on a total of 7,883,000 shares of our common stock expected to be outstanding upon completion of this offering, the concurrent CTO private placement and the formation transactions, based on the mid-point of the price range set forth on the front cover of this prospectus.

(7) Based on a total of 1,223,854 OP units expected to be outstanding upon completion of this offering, the concurrent CTO private placement and the formation transactions and excludes OP units held by us.

(8) Calculated as total estimated initial annual distribution to stockholders divided by our stockholders' share of estimated cash available for distribution for the twelve months ending September 30, 2020. If the underwriters exercise their option to purchase additional shares in full, our total estimated initial annual distribution to stockholders would be approximately $8.2 million and our payout ratio would be 104.7%.

CAPITALIZATION

The following table sets forth (i) the actual capitalization of Alpine Income Property Trust Predecessor as of September 30, 2019 and (ii) our pro forma capitalization as of September 30, 2019, after giving effect to this offering, the concurrent CTO private placement, the formation transactions and the other adjustments described in the unaudited pro forma consolidated financial statements included elsewhere in this prospectus, based on an assumed public offering price of $, which is the mid-point of the price range set forth on the front cover of this prospectus. You should read this table in conjunction with "Use of Proceeds," "Selected Historical and Pro Forma Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and our unaudited pro forma consolidated financial statements and related notes and the audited and unaudited financial statements of Alpine Income Property Trust Predecessor and related notes appearing elsewhere in this prospectus.

	As of September 30, 2019	
	Alpine Income Property Trust Predecessor Historical	Alpine Income Property Trust, Inc. Pro Forma
Cash and Cash Equivalents:	$ 60,267	$ 18,745,429
Equity:		
Preferred Stock, $0.01 par value per share, no shares authorized, no shares issued and outstanding, historical; 100 million shares authorized, no shares issued and outstanding pro forma	—	—
Common Stock, $0.01 par value per share, no shares authorized, no shares issued and outstanding, historical; 500 million shares authorized, shares issued and outstanding, pro forma (1)	—	78,830
Additional paid in capital	—	145,171,170
Total Equity	147,577,915	145,250,000
Noncontrolling interest	—	24,477,080
Total Capitalization	**$ 147,577,915**	**$ 169,727,080**

(1) Pro forma common stock outstanding includes (a) 7,500,000 shares of our common stock to be issued in this offering, (b) 375,000 shares of our common stock to be issued to CTO in the concurrent CTO private placement and (c) 8,000 restricted shares of common stock to be granted to our independent directors in connection with the completion of this offering pursuant to the Individual Equity Incentive Plan. Excludes up to (a) 1,125,000 shares of our common stock issuable upon the exercise in full of the underwriters' option to purchase additional shares, (b) 759,389 shares of our common stock available for future issuance pursuant to the Equity Incentive Plans, (c) 1,223,854 shares of our common stock issuable by us, at our option, upon redemption of the OP units to be issued to CTO and Indigo in the formation transactions and (d) 100 shares of our common stock that were issued to John P. Albright, President and Chief Executive Officer of our company and CTO, for $1,000 in connection with our initial capitalization and that will be repurchased by us at the closing of this offering.

DILUTION

Purchasers of shares of our common stock in this offering will experience an immediate and substantial dilution of the net tangible book value per share of our common stock from the public offering price, based on an assumed public offering price of $ per share which is the mid-point of the price range set forth on the front cover of this prospectus. Net tangible book value per share represents the amount of total tangible assets less total tangible liabilities, divided by the number of outstanding shares of common stock, assuming the exchange of OP units for shares of our common stock on a one-for-one basis. Our historical net tangible book value as of September 30, 2019 excludes $15.7 million in net intangible lease assets (net of applicable intangible lease liabilities) associated with our initial portfolio.

The difference between the public offering price paid by purchasers of our common stock in this offering and the pro forma net tangible book value per share of our common stock as of September 30, 2019 after taking into account the completion of the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments constitutes the dilution to purchasers in this offering.

As of September 30, 2019, our pro forma net tangible book value after taking into account the completion of the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments would have been approximately $154.3 million, or $16.94 per share of our common stock (in each case, assuming a public offering price of $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus, and no exercise by the underwriters of their option to purchase additional shares). This amount represents an immediate dilution in pro forma net tangible book value per share of approximately $3.06 per share of our common stock to purchasers in this offering. The following table illustrates this per share dilution:

Assumed public offering price per share		$
Pro forma net tangible book value per share as of September 30, 2019, after giving effect to the formation transactions but before this offering, the concurrent CTO private placement and other pro forma adjustments (1)	$10.00	
Increase in pro forma net tangible book value per share attributable to this offering, the concurrent CTO private placement and other pro forma adjustments	6.94	
Pro forma net tangible book value per share as of September 30, 2019, after giving effect to the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments (2)		16.94
Dilution in pro forma net tangible book value per share to new investors (3)		$ 3.06

(1) Pro forma net tangible book value per share as of September 30, 2019, after giving effect to the transaction in which we were capitalized with an initial investment of $1,000 in exchange for 100 shares of our common stock. Such shares will be repurchased by us at the closing of this offering for $1,000.

(2) Pro forma net tangible book value per share after the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments was determined by dividing pro forma net tangible book value of approximately $169.7 million by 9,106,854 shares of common stock to be outstanding after giving effect to the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments (assuming the exchange of 1,223,854 OP units for shares of common stock on a one-for-one basis). For purposes of this calculation, we have excluded shares of our common stock that may be issued upon exercise of the underwriters' option to purchase additional shares, the related proceeds and the issuance of additional shares of our common stock that have been reserved for future issuance under the Equity Incentive Plans.

(3) Dilution in pro forma net tangible book value per share to new investors was determined by subtracting pro forma net tangible book value per share after giving effect to the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments from the assumed public offering price paid by a new investor for our common stock.

Assuming the underwriters exercise their option to purchase additional shares of our common stock in full, our pro forma net tangible book value as of September 30, 2019 after giving effect to the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments would have been $154.3 million, or $16.94 per share of common stock (assuming the exchange of the 1,223,854 OP units to be issued to CTO in the formation transactions for shares of our common stock on a one-for-one basis). This represents an immediate dilution in pro forma net tangible book value of $3.06 per share of common stock to new investors.

The table below summarizes, as of September 30, 2019, on a pro forma basis after giving effect to the formation transactions, this offering, the concurrent CTO private placement and other pro forma adjustments, the differences between:

- the number of OP units to be received by CTO in the formation transactions, the number of shares of common stock to be received by CTO in the concurrent CTO private placement and the number of shares of common stock to be received by new investors purchasing shares in this offering; and
- the total consideration paid and the average price per OP unit paid by CTO (based on the pro forma net tangible book value of the assets being contributed to our Operating Partnership in the formation transactions in exchange for OP units) and the total consideration paid and the average price per share paid by each of CTO in the concurrent CTO private placement and the new investors purchasing shares in this offering.

	OP Units/Shares Issued		Pro Forma Net Tangible Book Value of Contribution/Cash		Average Price Per Share or OP Unit
	Number	Percentage	Amount	Percentage	
OP units to be received by CTO	1,223,854	13.4%	$ 24,477,080	13.4%	$
Shares of common stock to be received by CTO in the concurrent CTO private placement	375,000	4.1%	$ 7,500,000	4.1%	$
Restricted shares of common stock to be received by independent directors	8,000	0.1%	$ 160,000	0.1%	
Shares of common stock to be received by new investors in this offering	7,500,000	82.4%	$150,000,000	82.4%	$
Total/Average	9,106,854(1)	100.0%	$182,137,080	100.0%	$

(1) Excludes up to (a) 1,125,000 shares of our common stock issuable upon the exercise in full of the underwriters' option to purchase additional shares, (b) 751,389 shares of our common stock available for future issuance pursuant to the Equity Incentive Plans, (c) 1,223,854 shares of our common stock issuable by us, at our option, upon redemption of the OP units to be issued to CTO and Indigo in the formation transactions and (d) 100 shares of our common stock that were issued to John P. Albright, President and Chief Executive Officer of our company and CTO, for $1,000 in connection with our initial capitalization and that will be repurchased by us at the closing of this offering.

SELECTED HISTORICAL AND PRO FORMA FINANCIAL AND OTHER DATA

Set forth below is selected financial and other data presented on (i) a historical basis for Alpine Income Property Trust Predecessor and (ii) a pro forma basis for our company after giving effect to the completion of this offering, the concurrent CTO private placement, the formation transactions and the other adjustments described in the unaudited pro forma consolidated financial statements beginning on page F-2 of this prospectus. We have not presented historical data for Alpine Income Property Trust, Inc. because we have not had any corporate activity since our formation other than the issuance of common stock in connection with our initial capitalization and activity in connection with this offering and the formation transactions. Accordingly, we do not believe that a presentation of the historical results of Alpine Income Property Trust, Inc. would be meaningful. Prior to or concurrently with the completion of this offering, we will consummate the formation transactions pursuant to which, among other things, we will acquire our initial portfolio from CTO. Upon completion of the formation transactions, substantially all of our assets will be held by, and substantially all of our operations will be conducted through, our Operating Partnership. For more information regarding the formation transactions, please see "Structure and Formation of Our Company."

Alpine Income Property Trust Predecessor's historical combined balance sheet data as of December 31, 2018 and 2017 and combined operating data for the years ended December 31, 2018 and 2017 have been derived from Alpine Income Property Trust Predecessor's audited historical combined financial statements included elsewhere in this prospectus, reflect the financial position and results of operations of 15 of the 20 single-tenant properties in our initial portfolio and are not necessarily indicative of our future performance. Alpine Income Property Trust Predecessor's historical combined balance sheet data as of September 30, 2019 and combined operating data for the nine months ended September 30, 2019 and 2018 have been derived from Alpine Income Property Trust Predecessor's unaudited historical combined financial statements included elsewhere in this prospectus. Alpine Income Property Trust Predecessor's unaudited interim financial and operating data, in management's opinion, has been prepared in accordance with GAAP on the same basis as its audited financial statements and related notes included elsewhere in this prospectus and, in the opinion of management, reflects all adjustments consisting only of normal recurring adjustments that management considers necessary to state fairly the financial information as of and for the periods presented. The historical combined financial data included below and set forth elsewhere in this prospectus are not necessarily indicative of our future performance, and results for any interim period are not necessarily indicative of the results for any full year.

Our unaudited selected pro forma consolidated financial and operating data as of September 30, 2019 and for the nine months ended September 30, 2019 and the year ended December 31, 2018 assume the completion of this offering, the concurrent CTO private placement, the formation transactions and the other adjustments described in the unaudited pro forma consolidated financial statements had occurred on September 30, 2019 for purposes of the unaudited pro forma consolidated balance sheet data and on January 1, 2018 for purposes of the unaudited pro forma consolidated statements of operations data. Our pro forma financial information is not necessarily indicative of what our actual financial position and results of operations would have been as of the date and for the period indicated, nor does it purport to represent our future financial position or results of operations.

You should read the following selected financial and other data together with Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business and Properties" and the historical and pro forma financial statements and related notes appearing elsewhere in this prospectus.

Operating Data:

	Nine Months Ended September 30,			Year Ended December 31,		
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical) (Unaudited)	2018 (Pro Forma) (Unaudited)	2018 (Historical)	2017 (Historical)
Revenues						
Lease Income	$ 10,593,307	$ 9,426,482	$ 8,834,994	$ 14,183,736	$ 11,719,549	$ 8,454,498
Total Revenues	10,593,307	9,426,482	8,834,994	14,183,736	11,719,549	8,454,498
Direct Costs of Revenues						
Real Estate Expenses	1,138,539	1,138,539	1,064,257	1,619,523	1,619,523	1,468,792
Total Direct Costs of Revenues	1,138,539	1,138,539	1,064,257	1,619,523	1,619,523	1,468,792
Interest Expense	129,375	—	—	172,500	—	286,242
General and Administrative Expenses	3,246,000	1,415,330	966,685	4,328,000	1,184,352	829,349
Depreciation and Amortization	4,267,106	3,946,794	3,643,709	5,689,476	4,900,719	3,057,346
Total Expenses	8,781,020	6,500,663	5,674,651	11,809,499	7,704,594	5,641,729
Net Income	1,812,287	$ 2,925,819	$ 3,160,343	2,374,237	$ 4,014,955	$ 2,812,769
Less: Net Income Attributable to Noncontrolling Interest	(243,550)			(319,070)		
Net Income Attributable to Alpine Income Property Trust, Inc.	$ 1,568,737			$ 2,055,167		
Pro forma weighted average common shares outstanding—basic	7,883,000			7,883,000		
Pro forma weighted average common shares outstanding—diluted	9,106,854			9,106,854		
Pro forma basic earnings per share	$ 0.20			$ 0.26		
Pro forma diluted earnings per share	$ 0.17			$ 0.23		

Balance Sheet Data:

	As of September 30,		As of December 31,	
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical)	2017 (Historical)
Total Real Estate, at cost	$ 134,976,509	$ 143,943,628	$ 120,151,964	$ 115,342,470
Real Estate—Net	$ 134,976,509	$ 132,338,606	$ 111,151,636	$ 109,583,922
Cash and Cash Equivalents	$ 18,745,429	$ 60,267	$ 8,258	$ 6,900
Intangible Lease Assets—Net	$ 17,783,964	$ 12,890,412	$ 10,555,596	$ 11,545,306
Straight-Line Rent Adjustment	$ —	$ 1,819,372	$ 1,483,390	$ 1,032,824
Deferred Expenses	$ 585,000	$ 2,911,836	$ 3,223,768	$ 3,640,039
Other Assets	$ —	$ 220,713	$ 128,300	$ 169,402
Total Assets	$ 172,090,902	$ 150,241,206	$ 126,550,948	$ 125,978,393
Accounts Payable, Accrued Expenses, and Other Liabilities	$ —	$ 426,778	$ 307,133	$ 3,464,844
Prepaid Rent and Deferred Revenue	$ —	$ 337,466	$ 344,682	$ 371,937
Intangible Lease Liabilities—Net	$ 2,363,822	$ 1,899,047	$ 1,710,037	$ 1,761,764
Total Liabilities	$ 2,363,822	$ 2,663,291	$ 2,361,852	$ 5,598,545
Total Equity	$ 169,727,080	$ 147,577,915	$ 124,189,096	$ 120,379,848

Other Data:

	Nine Months Ended September 30,			Year Ended December 31,		
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical) (Unaudited)	2018 (Pro Forma) (Unaudited)	2018 (Historical) (Unaudited)	2017 (Historical) (Unaudited)
FFO	$ 6,079,393	$ 6,872,613	$ 6,804,052	$ 8,063,713	$ 8,915,674	$ 5,870,115
AFFO	$ 5,753,859	$ 7,009,039	$ 6,744,456	$ 7,567,426	$ 8,770,636	$ 5,507,028

(1) FFO and AFFO are non-GAAP financial measures. For definitions of FFO and AFFO, and reconciliations of these metrics to net income, the most directly comparable GAAP financial measure, and a statement of why our management believes the presentation of these metrics provide useful information to investors and any additional purposes of which management uses these metrics, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures.”

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The historical combined financial statements of our accounting predecessor, Alpine Income Property Trust Predecessor, appearing elsewhere in this prospectus do not represent the financial position and results of operations of one legal entity, but rather a combination of entities under common control that have been "carved out" from CTO's consolidated financial statements. The historical financial position and results of operations, as reflected in the historical combined financial statements of Alpine Income Property Trust Predecessor and related notes, are subject to management's evaluation and interpretation of business conditions, changing capital market conditions and other factors that could affect the ongoing viability of our properties.

The following discussion of our financial condition and results of operations should be read together with the "Selected Historical and Pro Forma Financial and Other Data," "Business and Properties" and combined financial statements unaudited pro forma consolidated financial statements and, in each case, the related notes that are included elsewhere in this prospectus. Where appropriate, the following discussion includes the effects of the completion of the formation transactions, this offering, the concurrent CTO private placement and the use of the net proceeds therefrom on a pro forma basis. These effects are reflected in our unaudited pro forma financial statements included elsewhere in this prospectus. This discussion contains forward-looking statements based upon our current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors," "Special Note Regarding Forward-Looking Statements" or in other parts of this prospectus.

Unless the context otherwise requires or indicates, references in this section to "we," "our," "us" and "our company" refer to (i) Alpine Income Property Trust, Inc. and its consolidated subsidiaries (including our Operating Partnership) after giving effect to the formation transactions and (ii) our accounting predecessor, Alpine Income Property Trust Predecessor, before giving effect to the formation transactions.

Overview

We are a newly organized real estate company that owns and operates a high-quality portfolio of single-tenant commercial properties. All of the properties in our initial portfolio are leased on a long-term basis and located primarily in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Eighteen of the 20 properties in our initial portfolio, representing approximately 82% of our initial portfolio's annualized base rent (as of September 30, 2019), are leased on a triple-net basis. Our properties are primarily leased to industry leading, creditworthy tenants, many of which operate in industries we believe are resistant to the impact of e-commerce. Our initial portfolio consists of 20 single-tenant, primarily net leased retail and office properties located in 15 markets in ten states, which we acquired from CTO in our formation transactions utilizing proceeds from this offering and the concurrent CTO private placement as well as OP units. We are externally managed by our Manager, a wholly-owned subsidiary of CTO. Concurrently with the closing of this offering, CTO will invest $7.5 million in exchange for shares of our common stock at a price per share equal to the public offering price per share in this offering. Upon completion of this offering, the concurrent CTO private placement and the formation transactions, CTO will own approximately 17.6% of our outstanding common stock (assuming the OP units to be issued to CTO in the formation transactions are exchanged for shares of our common stock on a one-for-one basis).

We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending December 31, 2019. We believe that our organization and

proposed method of operation will enable us to meet the requirements for qualification and taxation as a REIT commencing with such taxable year, and we intend to continue operating in such a manner.

This Offering and Our Formation

Upon completion of the formation transactions, this offering and the concurrent CTO private placement, we expect our operations to be carried out through our Operating Partnership. Our wholly-owned subsidiary is the sole general partner of our Operating Partnership. We will hold an 86.6% limited partnership interest in our Operating Partnership, and CTO will hold, directly and indirectly, a 13.4% limited partnership interest in our Operating Partnership through its direct and indirect ownership of OP units received in exchange for the contribution of certain properties in the formation transactions. In general, OP units are exchangeable for cash or, at our election, shares of our common stock at a one-to-one ratio. See "Description of the Partnership Agreement of Alpine Income Property OP, LP." All of our real estate will be held by our Operating Partnership or its wholly-owned subsidiaries.

Income Property Operations

We will employ a disciplined growth strategy, which emphasizes investing in high quality single-tenant, net leased properties located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We intend to acquire properties leased primarily to industry-leading, creditworthy tenants, many of which operate in industries resistant to the impact of e-commerce.

We believe that the single-tenant commercial properties we own and intend to acquire will provide our stockholders with investment diversification and can deliver strong risk-adjusted returns. We expect the majority of our net leased properties will be single-tenant retail properties, with the remainder comprised of single-tenant office properties that are critical to the tenant's overall business. We believe the risk-adjusted returns for select single-tenant office properties are compelling and offer attractive investment yields, rental rates at or below prevailing market rental rates and an investment basis below replacement cost. Based on our senior management team's experience, we believe single-tenant office properties often have less buyer competition. In addition, we believe that long-term property tenants who have consistently invested their own capital into their leased premises are less likely to vacate the property and the risk of significant capital investment to re-lease the property is reduced. We believe that certain of the single-tenant office properties in our initial portfolio provide the opportunity for increased rents to higher market rent levels at the end of their lease terms.

Our initial portfolio is comprised of single-tenant retail and office properties located in or in close proximity to major MSAs, growth markets and other markets in the United States with favorable economic and demographic conditions and leased to tenants with favorable credit profiles or performance attributes. All of the properties in our initial portfolio are subject to long-term, primarily triple-net leases, which generally require the tenant to pay all of the property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance and certain capital expenditures. As of September 30, 2019, our initial portfolio of 20 properties had annualized base rent of $12.5 million and was 100% occupied.

Our initial portfolio and target markets are located primarily in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We target markets which, among other factors, have low unemployment and/or positive employment growth and favorable population trends. We believe well-located

properties in these markets will allow our senior management team to utilize its real estate expertise to increase the value of our properties and may present us with opportunities to achieve higher values and returns through redevelopment or re-tenanting alternatives in the future.

Within these markets, we emphasize investments in retail and office properties that offer attractive risk-adjusted investment returns. We target properties net leased to tenants that we determine have attractive credit characteristics, stable operating histories and healthy rent coverage levels, are well-located within their market and have rent levels at or below market rent levels.

As of September 30, 2019, leases contributing 82% of annualized base rent were triple-net, which means that the tenant is responsible for substantially all operating expenses, such as maintenance, insurance, utility and tax expense, related to the leased property (including any increases in those costs that may occur as a result of inflation). Our remaining two leases were “base stop” leases, where the tenant is responsible for the increase in operating expenses over the base year, but we retain responsibility for operating expenses during the base year. Also, we will incur property-level expenses associated with our properties should they become vacant in the future and occasionally incur nominal property-level expenses that are not paid by our tenants, such as the costs of periodically making site inspections of the properties. We do not currently anticipate incurring significant capital expenditures or property costs. Since our initial properties are single-tenant properties, all of which are under long-term leases, we do not expect to perform significant leasing activities on our properties in the foreseeable future. As of September 30, 2019, the weighted average remaining term of our leases was 8.2 years (based on annualized base rent and excluding renewal options that have not been exercised, which are exercisable at the option of our tenants upon initial expiration of the base lease term), with none of the leases expiring prior to January 31, 2024.

Factors that May Influence Our Operating Results

Rental Revenue

Our revenues are generated predominantly from receipt of rental revenue. Our ability to grow rental revenue will depend primarily on our ability to acquire additional properties and realize the rental escalations built into our leases. As of September 30, 2019, leases contributing approximately 31.8% of the annualized base rent of our initial portfolio provided for increases in future annual base rent ranging from 1.0% to 2.5% annually, with a weighted average annual escalation equal to approximately 1% of base rent. In addition, as of September 30, 2019, leases contributing approximately 22.4% of our annualized base rent provided for increases in future annual base rent ranging from 5.0% to 10.0% every five years, with a weighted average annual escalation equal to 2% of base rent.

Without giving effect to the exercise of tenant renewal options, the weighted average remaining term of the leases as of September 30, 2019 was 8.2 years (based on annualized base rent). None of our leases expire prior to January 31, 2024. See “Business and Properties—Our Real Estate Investment Portfolio—Lease Expirations.” The stability of the rental revenue generated by our properties depends principally on our tenants’ ability to pay rent and our ability to collect rents, renew expiring leases or re-lease space upon the expiration or other termination of leases, lease currently vacant properties and maintain or increase rental rates at our leased properties. Adverse economic conditions, particularly those that affect the markets in which our properties are located, or downturns in our tenants’ industries could impair our tenants’ ability to meet their lease obligations to us and our ability to renew expiring leases or re-lease space. In particular, the bankruptcy of one or more of our tenants could adversely affect our ability to collect rents from such tenant and maintain our portfolio’s occupancy.

Our Triple-Net Leases

We generally expect to lease our properties to tenants pursuant to long-term, triple-net leases that require the tenant to pay all operating expenses, such as maintenance, insurance, utility and tax expense, related to the leased property. As of September 30, 2019, leases contributing 82% of the annualized base rent of our initial portfolio were triple-net. In most instances, the leases require us to incur costs to repair the roof or parking lot of our properties, and while those instances have not historically resulted in significant costs to us, an increase in costs related to these responsibilities could negatively influence our operating results. Similarly, an increase in the vacancy rate of our portfolio would increase our costs, as we would be responsible for costs that our tenants are currently required to pay.

Interest Expense

We do not expect to have any outstanding indebtedness upon completion of this offering and the formation transactions. Any changes to our debt structure, including from borrowings under the revolving credit facility that we expect to utilize to complete future property acquisitions, could materially influence our operating results depending on the terms of any such indebtedness.

General and Administrative Expenses

We do not expect the general and administrative expenses reflected on the historical statement of operations of Alpine Income Property Trust Predecessor to be reflective of the costs we will incur pursuant to the management agreement with our Manager and our expected professional and consulting fees, portfolio servicing costs and other general and administrative expenses. As a public company, we estimate our annual general and administrative expenses will approximate $1.5 million to $1.7 million, which amounts include, among other things, non-cash compensation expense for stock grants awarded to our independent directors and $1.3 million to $1.5 million for legal, insurance, accounting and other expenses related to corporate governance, SEC reporting and other compliance matters. In addition, while we expect that our general and administrative expenses will rise in some measure as our portfolio grows, we expect that such expenses as a percentage of our portfolio will decrease over time due to efficiencies and economies of scale.

Impact of Inflation

Our leases typically contain provisions designed to mitigate the adverse impact of inflation on our results of operations. Since tenants are typically required to pay all property operating expenses, increases in property-level expenses at our leased properties generally do not adversely affect us. However, increased operating expenses at vacant properties and the limited number of properties that are not subject to full triple-net leases could cause us to incur additional operating expense. Additionally, our leases generally provide for rent escalators (see “—Rental Revenue” above) designed to mitigate the effects of inflation over a lease’s term. However, since some of our leases do not contain rent escalators and many that do limit the amount by which rent may increase, any increase in our rental revenue may not keep up with the rate of inflation.

Comparison of Alpine Income Property Trust Predecessor’s Operating Results For the Nine Months Ended September 30, 2019 and 2018

Revenue and Direct Cost of Revenues

Total revenue from our income property operations was approximately $9.4 million and $8.8 million during the nine months ended September 30, 2019 and 2018, respectively, an increase of approximately $591,000. The direct costs of revenues for our income property operations totaled

approximately $1.1 million for the nine months ended September 30, 2019 and 2018, respectively. The increase in the total revenues during the nine months ended September 30, 2019 of approximately $591,000, or approximately 7%, from the nine months ended September 30, 2018, reflects approximately $523,000 of increased revenue from the five properties acquired during the nine months ended September 30, 2019 as well as approximately $339,000 from the acquisition of two ground leases in Jacksonville, Florida in October 2018. The increase in the direct cost of revenues of approximately $74,000, or approximately 7%, is primarily related to common area maintenance costs incurred related to the acquisition of two ground leases in Jacksonville, Florida in October 2018.

Depreciation and Amortization

Depreciation and amortization expense totaled approximately $3.9 million and $3.6 million during the nine month periods ended September 30, 2019 and 2018, respectively, an increase of approximately $303,000, or approximately 8%. The majority of the increase, approximately $249,000, is attributable to the depreciation and amortization recognized on the five properties acquired during the nine months ended September 30, 2019.

General and Administrative Expenses

General and administrative expenses reflected in the statement of operations for the nine-month period ended September 30, 2019 and 2018 is an allocated expense from the parent company of our predecessor entity. Consequently, the allocated general and administrative expense which totaled approximately $1.4 million and $967,000 for the nine months ended September 30, 2019 and 2018, respectively, does not reflect an increase of expenses directly attributable to the predecessor portfolio and thus our operations, but rather an increase of the parent company expenses.

Net Income

Net income totaled approximately $2.9 million and approximately $3.2 million during the nine months ended September 30, 2019 and 2018, respectively, a decrease of approximately $235,000, or approximately 7%. The decreased net income reflects an increase in revenue of approximately $591,000 noted above, offset by the increase in direct costs of revenues of approximately $74,000 noted above, as well as increased general and administrative expenses as described above, and an increase in depreciation and amortization expense of approximately $303,000.

Comparison of Alpine Income Property Trust Predecessor's Operating Results For the Years Ended December 31, 2018 and 2017

Revenue and Direct Cost of Revenues

Total revenue from our income property operations was approximately $11.7 million during the year ended December 31, 2018 and approximately $8.5 million in the same period in 2017, a variance of approximately $3.3 million, or approximately 39%. The direct costs of revenues for our income property operations totaled approximately $1.6 million and approximately $1.5 million for the years ended December 31, 2018 and 2017, respectively, an increase of approximately $151,000, or approximately 10%. The increase in the total revenues in the year ended December 31, 2018 of approximately $3.3 million versus 2017, reflects the revenue for a full year from our acquisition of the single-tenant office property in Hillsboro, Oregon, which we acquired in October 2017 and two single-tenant retail properties we acquired in April of 2017. The increase in the direct cost of revenues of approximately $151,000, or approximately 10%, relates to the expenses for a full year from our acquisition of the aforementioned acquisitions in April and October of 2017.

Depreciation and Amortization

Depreciation and amortization expense totaled approximately $4.9 million and $3.1 million during the years ended December 31, 2018 and 2017, respectively, an increase of approximately $1.8 million, or approximately 60%. The majority of the increase, approximately $1.6 million, is attributable to the increase in depreciation and amortization recognized on the single-tenant office property in Hillsboro, Oregon, which we acquired in October 2017, therefore, the year ended December 31, 2018 reflects the depreciation and amortization expense for a full year versus a partial year in 2017.

General and Administrative Expenses

General and administrative expenses reflected in the statement of operations for the years ended December 31, 2018 and 2017 is an allocated expense from the parent company of our predecessor entity. Consequently, the allocated general and administrative expense, which totaled approximately $1.2 million and approximately $829,000 for the years ended December 31, 2018 and 2017, respectively, does not reflect an increase of expenses directly attributable to the predecessor portfolio and thus our operations, but rather an increase of the parent company's expenses.

Net Income

Net income totaled approximately $4.0 million during the year ended December 31, 2018 and approximately $2.8 million during the same period in 2017, an increase of approximately $1.2 million, or approximately 43%. The increased net income reflects the increased revenue of approximately $3.3 million, offset by the approximately $151,000 increase in the direct cost of revenues, each variance relating to the acquisitions in 2017 noted above, offset by increased general and administrative expenses and an increase in depreciation and amortization expense of approximately $1.8 million.

Liquidity and Capital Resources

Alpine Income Property Trust Predecessor's total cash balance at September 30, 2019 and December 31, 2018, reflected an allocation of the cash balance of CTO at such date. We will not acquire any of the cash of CTO in connection with our acquisition of our initial portfolio from CTO.

As of September 30, 2019, and as of December 31, 2018, the Company had no outstanding indebtedness.

Initially we expect to utilize the available capacity under the anticipated revolving credit facility and cash from operations to fund our future acquisitions.

Capital Expenditures. We generally have no contractual requirements to make capital expenditures other than our responsibility for the roof or parking lot of most of our triple-net leases.

We believe we will have sufficient liquidity to fund our operations, capital requirements, maintenance and anticipated debt service requirements under the revolving credit facility over the next twelve months and into the foreseeable future, with cash on hand, cash flow from our operations and the available borrowing capacity on the revolving credit facility, based on the borrowing base of properties, which we expect to execute at or near this offering.

Our board of directors and management will periodically review the allocation of capital with the goal of providing the best long-term return for our stockholders. These reviews will consider various alternatives, including our dividend policy. Our board of directors will review our business plan and corporate strategies and make adjustments as circumstances warrant.

Our Anticipated $100 Million Revolving Credit Facility

We expect that a group of lenders, for whom will act as administrative agent, and which will include affiliates of and Raymond James & Associates, Inc., will provide commitments for a senior unsecured revolving credit facility, allowing borrowings of up to $100 million. We expect the revolving credit facility to be available to us concurrently with the completion of this offering and have a term of four years. We also expect the revolving credit facility to have an accordion feature that may allow us to increase the availability under the revolving credit facility by an additional $50 million, subject to meeting specified requirements and obtaining additional commitments from lenders.

We will be subject to customary restrictive covenants under the revolving credit facility, including, but not limited to, limitations on our ability to: (a) incur indebtedness; (b) make certain investments; (c) incur certain liens; (d) engage in certain affiliate transactions; and (e) engage in certain major transactions such as mergers. In addition, we will be subject to various financial maintenance covenants under the revolving credit facility including, but not limited to, a maximum indebtedness ratio, a maximum secured indebtedness ratio and a minimum fixed charge coverage ratio. Our failure to comply with these covenants or the occurrence of an event of default could result in acceleration of our debt and other financial obligations under the revolving credit facility.

We intend to use the revolving credit facility for general corporate purposes, including the funding of potential future acquisitions.

The commitments will be subject to closing conditions that are expected to include, among other things, successful completion of this offering, payment of fees and the execution and delivery of definitive documentation satisfactory to the lenders. There can be no assurance that all of the closing conditions will be satisfied.

Non-GAAP Financial Measures

Our reported results are presented in accordance with GAAP. We also disclose FFO and AFFO both of which are non-GAAP financial measures. We believe these two non-GAAP financial measures are useful to investors because they are widely accepted industry measures used by analysts and investors to compare the operating performance of REITs.

FFO and AFFO do not represent cash generated from operating activities and are not necessarily indicative of cash available to fund cash requirements; accordingly, they should not be considered alternatives to net income as a performance measure or cash flows from operations as reported on our statement of cash flows as a liquidity measure and should be considered in addition to, and not in lieu of, GAAP financial measures.

We compute FFO in accordance with the definition adopted by the Board of Governors of the National Association of Real Estate Investment Trusts, or NAREIT. NAREIT defines FFO as GAAP net income or loss adjusted to exclude extraordinary items (as defined by GAAP), net gain or loss from sales of depreciable real estate assets, impairment write-downs associated with depreciable real estate assets and real estate related depreciation and amortization, including the pro rata share

of such adjustments of unconsolidated subsidiaries. To derive AFFO, we modify the NAREIT computation of FFO to include other adjustments to GAAP net income related to non-cash revenues and expenses such as straight-line rental revenue, amortization of deferred financing costs, amortization of capitalized lease incentives and above- and below-market lease related intangibles, and non-cash compensation. Such items may cause short-term fluctuations in net income but have no impact on operating cash flows or long-term operating performance. We use AFFO as one measure of our performance when we formulate corporate goals.

FFO is used by management, investors and analysts to facilitate meaningful comparisons of operating performance between periods and among our peers primarily because it excludes the effect of real estate depreciation and amortization and net gains on sales, which are based on historical costs and implicitly assume that the value of real estate diminishes predictably over time, rather than fluctuating based on existing market conditions. We believe that AFFO is an additional useful supplemental measure for investors to consider because it will help them to better assess our operating performance without the distortions created by other non-cash revenues or expenses. FFO and AFFO may not be comparable to similarly titled measures employed by other companies.

The following table reconciles net income (which we believe is the most comparable GAAP measure) to FFO and AFFO:

	Nine Months Ended September 30,			Year Ended December 31,		
	2019 (Pro Forma) (Unaudited)	2019 (Historical) (Unaudited)	2018 (Historical) (Unaudited)	2018 (Pro Forma) (Unaudited)	2018 (Historical)	2017 (Historical)
Net Income	$ 1,812,287	$ 2,925,819	$ 3,160,343	$ 2,374,237	$ 4,014,955	$ 2,812,769
Depreciation and Amortization	4,267,106	3,946,794	3,643,709	5,689,476	4,900,719	3,057,346
Funds from Operations	6,079,393	6,872,613	6,804,052	8,063,713	8,915,674	5,870,115
Adjustments:						
Straight-Line Rent Adjustment	(417,136)	(335,982)	(342,939)	(618,424)	(450,566)	(384,055)
Non-Cash Compensation	120,000	438,603	225,883	160,000	232,426	136,536
Amortization of Deferred Loan Costs to Interest Expense	129,375	—	—	172,500	—	—
Amortization of Intangible Assets and Liabilities to Lease Income	(157,773)	(193,018)	(169,363)	(210,363)	(229,329)	(165,973)
Amortization of Deferred Expenses to Lease Income	—	226,823	226,823	—	302,431	50,405
Adjusted Funds from Operations	$ 5,753,859	$ 7,009,039	$ 6,744,456	$ 7,567,426	$ 8,770,636	$ 5,507,028

Critical Accounting Policies

The financial statements included in this registration statement are prepared in conformity with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses. The development and selection of these critical accounting policies have been determined by us through our Manager. Actual results could differ from those estimates.

The most critical accounting policies, which involve the use of estimates and assumptions as to future uncertainties and, therefore, may result in actual amounts that differ from estimates, are as follows:

Use of Estimates in the Preparation of Financial Statements. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period presented. Actual results could differ from those estimates.

Because of, among other factors, the fluctuating market conditions that currently exist in the national real estate markets, and the volatility and uncertainty in the financial and credit markets, it is possible that the estimates and assumptions, most notably those related to the Company's investment in income properties, could change materially due to the continued volatility of the real estate and financial markets or as a result of a significant dislocation in those markets.

Real Estate Investments. Real Estate, which is primarily comprised of the income properties in our portfolio, is stated at cost, less accumulated depreciation and amortization. Such income properties are depreciated on a straight-line basis over their estimated useful lives. Renewals and betterments are capitalized to the applicable income property accounts. The cost of maintenance and repairs is expensed as incurred. The cost of property retired or otherwise disposed of, and the related accumulated depreciation or amortization, are removed from the accounts, and any resulting gain or loss is recorded in the statement of operations.

Long-Lived Assets. The Company follows FASB ASC Topic 360-10, *Property, Plant, and Equipment* in conducting its impairment analyses. The Company reviews the recoverability of long-lived assets, primarily real estate, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Examples of situations considered to be triggering events include: a substantial decline in operating cash flows during the period, a current or projected loss from operations, an income property not fully leased or leased at rates that are less than current market rates, and any other quantitative or qualitative events deemed significant by our management. Long-lived assets are evaluated for impairment by using an undiscounted cash flow approach, which considers future estimated capital expenditures. Impairment of long-lived assets is measured at fair value less cost to sell.

Purchase Accounting for Acquisitions of Real Estate Subject to a Lease. In accordance with the FASB guidance on business combinations, the fair value of the real estate acquired with in-place leases is allocated to the acquired tangible assets, consisting of land, building and tenant improvements, and identified intangible assets and liabilities, consisting of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their relative fair values.

The fair value of the tangible assets of an acquired leased property is determined by valuing the property as if it were vacant, and the "as-if-vacant" value is then allocated to land, building and tenant improvements based on the determination of the fair values of these assets.

In allocating the fair value of the identified intangible assets and liabilities of an acquired property, above-market and below-market in-place lease values are recorded as other assets or liabilities based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases, and (ii) management's estimate of fair market lease rates for the corresponding in-place leases, measured over a period equal to the remaining term of the lease, including the probability of renewal periods. The capitalized above-market lease values are amortized as a reduction of rental income over the remaining terms of the respective leases. The capitalized below-market lease values are amortized as an increase to rental income over the initial term unless the Company believes that it is likely that the tenant will renew the option whereby the Company amortizes the value attributable to the renewal over the renewal period.

The aggregate value of other acquired intangible assets, consisting of in-place leases, is measured by the excess of (i) the purchase price paid for a property after adjusting existing in-place leases to market rental rates over (ii) the estimated fair value of the property as-if-vacant, determined as set forth above. The value of in-place leases exclusive of the value of above-market and below-market in-place leases is amortized to expense over the remaining non-cancelable periods of the respective leases. If a lease were to be terminated prior to its stated expiration, all unamortized amounts relating to that lease would be written off. The value of tenant relationships is reviewed on individual transactions to determine if future value was derived from the acquisition.

Income Property Lease Revenue. The rental arrangements associated with the Company's income property portfolio are classified as operating leases. The Company recognizes lease income on these properties on a straight-line basis over the term of the lease. Accordingly, contractual lease payment increases are recognized evenly over the term of the lease. The periodic difference between lease income recognized under this method and contractual lease payment terms (i.e., straight-line rent) is recorded as a deferred operating lease receivable and is included in Straight-line Rent Adjustment on the Company's combined balance sheets for the years ended December 31, 2018 and 2017.

The collectability of income property portfolio tenant receivables and straight-line rent adjustments is determined based on, among other things, the aging of the tenant receivable, management's evaluation of credit risk associated with the tenant and industry of the tenant, and a review of specifically identified accounts using judgment. As of December 31, 2018, and 2017, no allowance for doubtful accounts was required.

Deferred Expenses. Deferred expenses include tenant lease incentives and leasing costs such as brokerage commissions, legal, and other costs which are amortized over the term of the respective lease agreements. Tenant lease incentives are amortized as an offset to operating lease income while leasing costs are amortized and included in depreciation and amortization in the Company's combined statements of operations.

Income Taxes. The Company has in effect an election to be taxed as a pass-through entity under subchapter S of the Code, but intends to revoke its S election prior to the closing of this offering. The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with its short taxable year ending December 31, 2019, and believes that its organization and proposed method of operation will enable it to meet the requirements for

qualification and taxation as a REIT commencing with such taxable year. As such, the combined financial statements of the Company have been prepared as if the Company qualified as a REIT for the periods presented. As a REIT, the Company will be subject to U.S. federal and state income taxation at corporate rates on its net taxable income; the Company, however, may claim a deduction for the amount of dividends paid to its stockholders. Amounts distributed as dividends by the Company will be subject to taxation at the stockholder level only. While the Company must distribute at least 90% of its REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, to qualify as a REIT, the Company intends to distribute all of its net taxable income, if any, and eliminate U.S. federal and state income taxes on undistributed net taxable income. The Company is allowed certain other non-cash deductions or adjustments, such as depreciation expense, when computing its REIT taxable income and distribution requirement. These deductions permit the Company to reduce its dividend payout requirement under U.S. federal income tax laws. Certain states may impose minimum franchise taxes. The Company may form one or more TRSs, which will be subject to applicable U.S. federal, state and local corporate income tax on their taxable income. For the periods presented, the Company did not have any TRSs that would be subject to taxation.

New Accounting Pronouncements. For a description of the impact of new accounting pronouncements on our financial statements, refer to Note 3 in the Notes to Combined Financial Statements for the years ended December 31, 2018 and 2017.

Off-Balance Sheet Arrangements

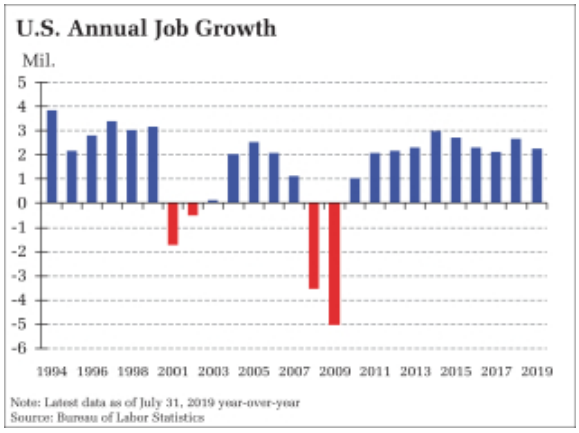
As of September 30, 2019, Alpine Income Property Trust Predecessor did not have any off-balance sheet arrangements.

MARKET OPPORTUNITY

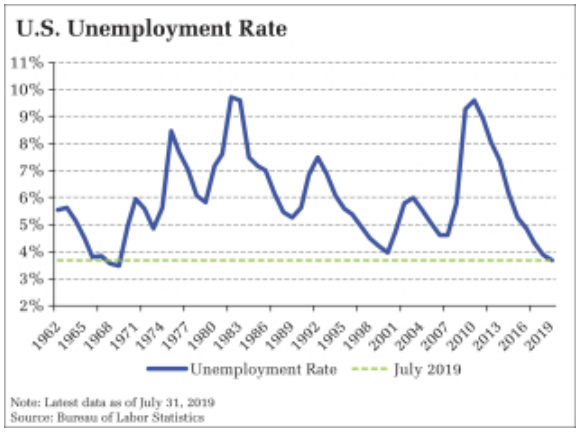
Unless otherwise indicated, the following information is based upon a report prepared for us by RCG.

Employment and Demographic Overview

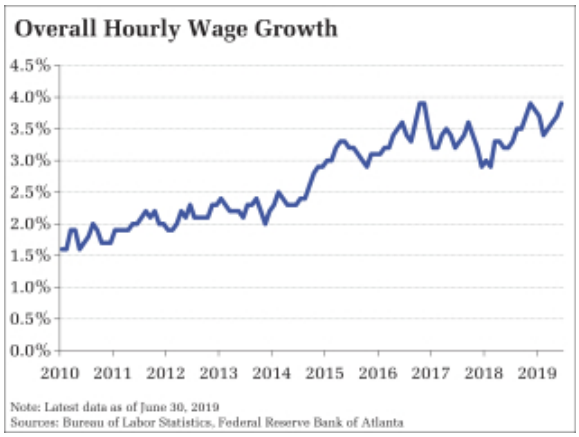
The U.S. economic expansion continued through the first half of 2019, bolstered by business deregulation, increased consumer spending, income growth and continued accommodative monetary policy. In total, U.S. employers created more than 2.2 million nonfarm jobs during the 12 months ended July 31, 2019, a slight moderation as compared with the nearly 2.7 million nonfarm jobs that U.S. employers created during the year ended December 31, 2018. Economic growth during 2018 was fueled in part by tax cuts, and the pace of hiring during 2018 was slightly faster than the pace of hiring in 2017. In total, the U.S. added nearly 12.9 million jobs during the five-year period ended December 31, 2018.



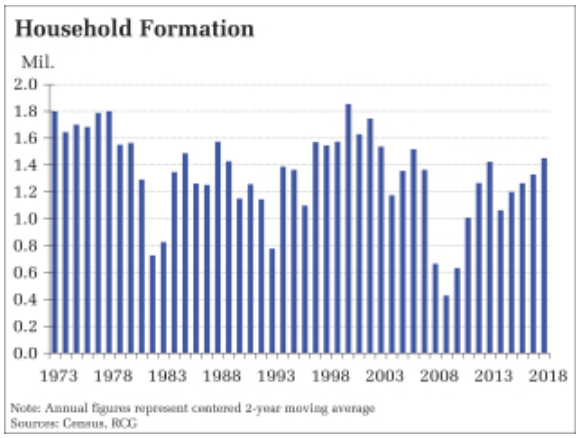
With the economy near full employment, private sector employers added an average of 157,000 jobs per month in the first seven months of 2019, a moderate growth rate that was generally consistent with the pace of labor force growth over the same period. Hiring remained broad-based across a wide range of industries and was spread across the country. Tight labor market conditions constrained employment growth in some regions, while private sector hiring was generally strongest in regions with robust population and labor force growth, particularly in the South and West.



Consistent with continued job growth and the broad strength of the U.S. economy in recent years, U.S. labor market conditions remain particularly tight. The national unemployment rate reached 3.7% as of July 31, 2019, near the lowest unemployment rate in 50 years, and was relatively unchanged in recent months. Tight labor market conditions are supporting accelerating wage growth across a wide range of industries, as well as robust consumer spending. As of June 30, 2019, wage growth reached 3.9% year-over-year, according to the Federal Reserve Bank of Atlanta.



The U.S. population increased by approximately two million people year-over-year to more than 327 million as of July 1, 2018, according to the U.S. Census Bureau. During the five-year period ended July 1, 2018, the national population increased by 11.1 million. Combined with sustained population growth, favorable economic conditions fueled steady household formation, and RCG estimates that new household formation in the U.S. reached 1.5 million at the end of 2018. The growth in U.S. population and number of new households in the U.S. provides a growing demand base for consumer goods and services.



As of June 30, 2019, national real disposable personal income increased by 3.2% year-over-year, which contributed to 3.3% growth in total U.S. retail sales, excluding motor vehicles, during the same period. Looking ahead, RCG expects that population growth and household formation, as well as job creation and wage growth, in the U.S. should continue to bolster consumer spending, business activity and commercial real estate tenant demand across a range of commercial real estate sectors, including the single-tenant, net lease market.

Single-Tenant, Net Lease Real Estate Market

The single-tenant, net lease market has expanded steadily over the last several years, and investor demand for net leased properties continued to gain momentum into 2019. Unlike a gross lease, which places the financial responsibility for most expenses with the property owner, the net lease structure shifts the majority or entirety of expenses for property taxes, insurance, maintenance and often utilities and capital expenditures, to the lessee, in addition to rent payments. Net leases are generally executed for an initial term of 10 to 15 years, but 20 and 25 year leases are not uncommon. Lease agreements often include multiple options for the tenant to extend, and may include terms for periodic rent increases. Comparatively, multi-tenant commercial real estate properties under gross leases often have average initial lease terms between five and ten years with shorter or fewer options to extend. Rent escalation is also commonly embedded in the net lease terms as a specified percentage increase of existing rent per year, or determined by reference to an inflation measure such as the Consumer Price Index. With cash flows that are intended to be passive, stable and paid at regular intervals, net leased real estate is similar, in many ways, to interest-bearing corporate bonds, but with the additional potential for appreciation in the value of the underlying property.

Types of Net Leased Properties

Single-tenant, net leased properties span across all the major business property types. Longer lease terms associated with net leased properties are ideal for tenants that desire to preserve locations pivotal to business success, including properties in key retail corridors, which capture foot traffic and are proximate to a key customer base, facilities along prime distribution networks with access to transportation infrastructure, flagship facilities which are integral to operations, and corporate regional or headquarters offices.

Because net lease terms generally exceed ten years, property owners typically seek tenants with solid business platforms and stable growth prospects, which may be better protected from economic cycles. The strength of the tenant is critical for owners in determining lease quality. As such, net lease tenants are often corporations or national brands with healthy balance sheets and established credit ratings. Net leased property owners also commonly focus on industries with stable underlying demand drivers, which are less prone to volatility and therefore better positioned to withstand economic downturns. For example, businesses providing necessity-based and lower-priced products and services that businesses and consumers often rely on regardless of economic fluctuations can help insulate a tenant from closing locations and provide a steady rent stream to net leased property owners even in down cycles. Finally, with the fast pace of innovation reshaping the real estate market, tenants most shielded from the effects of e-commerce are also desirable from a landlord perspective for long-term net lease transactions. Tenants in businesses and property segments which potentially have greater stability across economic cycles and lower exposure to changing technology, include:

- necessity-based retail such as convenience stores, grocery stores, pharmacies, car washes and gas stations, which are not only more e-commerce-resistant because they serve daily neighborhood needs, but may also benefit from ongoing demand through economic cycles;

- budget-friendly retail segments such as discount retailers and fast food establishments, which generally are more resilient than higher-end retail segments during recessionary periods;

- experiential/lifestyle segments such as fitness centers, theaters, personal services and casual dining, which are less likely to be replicated via e-commerce sales channels;

- net lease offices, such as regional or headquarters locations for major corporations, which typically have greater stability given tenant creditworthiness and company commitments to long-term leases; and

- health-related businesses, such as medical practices and other health services, which serve ongoing needs of the local community.

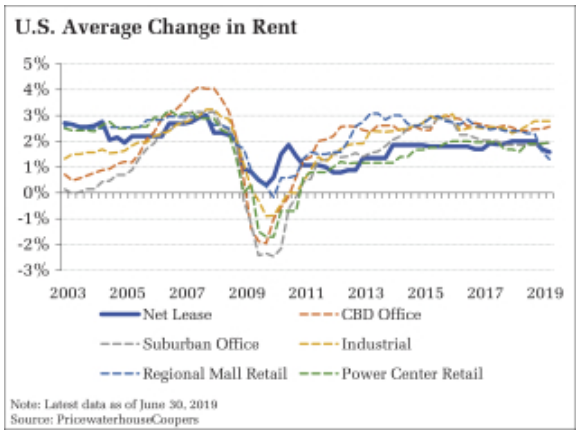
Net Lease Structure Benefits

The net lease structure offers several benefits to both lessees and landlords. Tenants are able to control advantageous locations for longer periods while preserving or extracting capital for core business operations in order to expand. In many cases, the net lease structure provides opportunities for tenants to expand their corporate footprint without the capital required to purchase or develop real estate. In addition, sale-leaseback transactions can represent an efficient and economical way for an owner-occupier of real estate to raise capital, expand into new business ventures or reinvest into core business activities. For property owners, the nature of the net lease structure can create a long-term, reliable income stream, providing stability and reducing risk through economic cycles. More specifically, advantages of the net lease structure for landlords may include:

- **Income Stability:** The long lease term, pre-determined rent structure and credit tenant profile of many net leased properties create the potential for stable and predictable cash flows over an extended investment horizon. Because lease duration is significantly longer than an average gross lease, and operating expenses are minimal, net leased real estate can generate a consistent and predictable income stream for property owners. Moreover, tenants with strong balance sheets, which are often characteristic of lessees of net leased properties, can reduce fluctuations in property performance associated with re-tenanting as compared with multi-tenant properties. The primary risk in owning net leased real estate may be the creditworthiness of the tenant. Information regarding a tenant's credit history is often accessible, however, enabling the landlord to determine corporate debt repayment history or rating and manage vacancy risk. Additionally, the often strategic locations of net leased properties can motivate tenants to exercise extension options or renew leases at the expiration of the lease term in order to preserve market share associated with locational advantages. Many retailers, restaurants and hotels, for example, are tied to specific locations in order to draw a specific customer base and to compete with other brands.

- **Inflation Hedging:** The structure of net leases can provide inflation-mitigating benefits for property owners as leases typically contain rent escalators that allow for rent increases at specific time periods, which can help to mitigate the effects of inflation. Additionally, landlords are shielded from the rising costs of property operating expenses, which are typically borne by the net lease tenant.

- **Protection from Economic Volatility**: In addition to inflation hedging, the longer terms of net leases can also offer protection against short-term economic volatility relative to shorter term gross leases. Since lease terms can range from 10 to 25 years, short-term movements in market-rate contract rents typically have a minimal effect on income from a net leased property. Reflecting this resilience to volatility, as shown below, rent growth for net-leased properties remained positive throughout the economic downturn in 2008 and 2009, while average rents fell among nearly all other major commercial property types.



Investor Mix and Growth of the Net Lease Market

Market Fragmentation

The net lease market is highly fragmented and decentralized. Although there are a number of larger non-traded and publicly traded REITs that invest in net leased properties, most single-tenant, net leased properties are owned by smaller investors, such as individuals, families, trusts and real estate operating companies, each of which holds relatively few properties. Reflecting the fragmented nature of the market, net lease market information is comparatively limited, which makes the overall size and fundamentals of the market difficult to quantify, track and analyze, particularly in smaller markets. The lack of information can create pricing opportunities and may be a significant advantage to well-capitalized firms with real estate market expertise and the financial resources to move quickly to acquire new properties or portfolios.

Growth of the Net Lease Market

Growth of the net lease market depends upon several factors, including net lease tenants opening new locations across a wide range of industries, such as retail, entertainment, personal services, food services, distribution centers, medical service providers, as well as corporate offices. In particular, growth among retail stores that have been resilient to e-commerce, such as experiential retail, discount and convenience stores, restaurants, gyms and pharmacies, can provide new net lease opportunities, support new real estate development and expand the universe of investable net leased properties. Similarly, the trend of healthcare industry tenants offering services from former retail spaces may provide redevelopment opportunities that significantly add to the pool of net leased properties.

The net lease market is also influenced by owner-occupiers selling and leasing back properties through sale-leaseback transactions as a means to raise capital or support business expansion by

reallocating capital previously invested in real estate into core business activities. RCG estimates the total value of owner-occupied commercial real estate in the U.S. to be $1.5 to $2.0 trillion. As such, RCG believes there is considerable potential for sale-leaseback transactions to increase the overall size of the net lease market.

Additionally, in 2017, Congress established new tax incentives for investments in more than 8,700 designated opportunity zones around the country. RCG believes that increased residential and commercial development in these areas in the coming years should support population growth and increased economic activity and bolster demand for a wide range of businesses, including many potential net lease properties.

While the evolving market makes the precise size of the net lease market challenging to measure, RCG believes that the net lease market remains well positioned to accommodate a substantial amount of increased net lease investment activity from growth in consumer spending and business activity across a wide range of industries, new development of net leased properties, sale-leaseback transactions and potential increased residential and commercial development in opportunity zones.

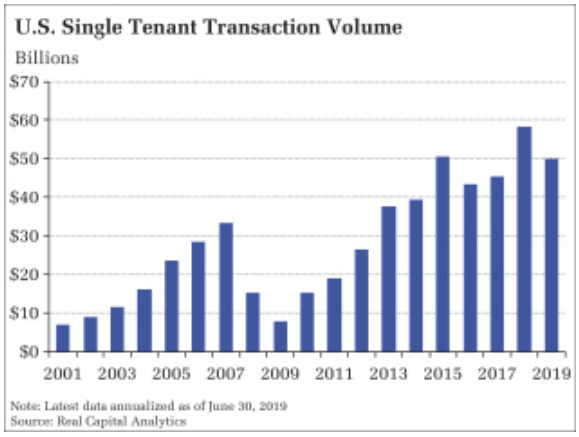
Opportunities from Secular Shifts

Long-term drivers, including demographic shifts, changing consumer preferences and technological innovation, are having a significant impact on the way consumers, employers and businesses utilize real estate. RCG believes several of these trends could generate additional tenant demand for net leased properties. As e-commerce volume grows, retailers are increasingly using storefronts for last-mile delivery, making strategically located retail properties even more desirable. Long-term net leased properties in well-located population centers may be a desirable option for retailers looking to preserve locations integral to consumer distribution. E-commerce is also expected to continue to fuel growth in large warehouse/distribution facilities, driving demand for specialized, build-to-suit solutions, which are conducive to the single-tenant, net lease structure. Single-tenant properties which typically give tenants control over the design of their workplaces and make long-term capital expenditures in highly amenitized spaces more viable could also favor net lease structures.

Capital Environment

Investment Volume

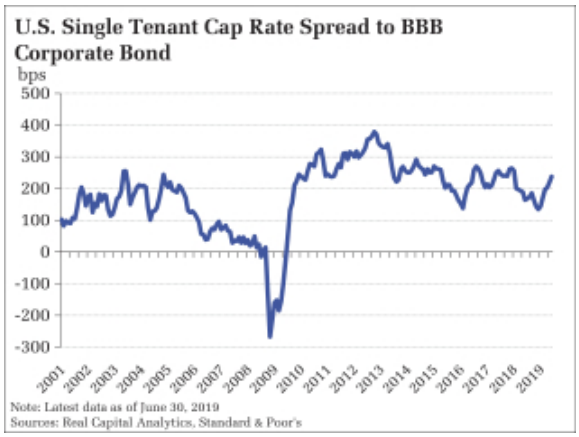
While it is difficult to accurately assess the total volume of investment in net leased real estate properties, transaction activity for single-tenant properties can be a useful proxy, as a large number of these transactions represent net leased properties. Single-tenant investment activity reached an annualized pace of $49.9 billion as of June 30, 2019, down somewhat from the recent peak of $58.4 billion in 2018, but on pace with the average investment activity of more than $49.0 billion per year from 2015 through 2018. During the five-year period ended December 31, 2018, single-tenant investment activity totaled $236.7 billion, or more than $47.3 billion per year on average. The elevated level of investment in the net lease real estate segment continues to be largely driven by the potential for income stability combined with appreciation of underlying property values.

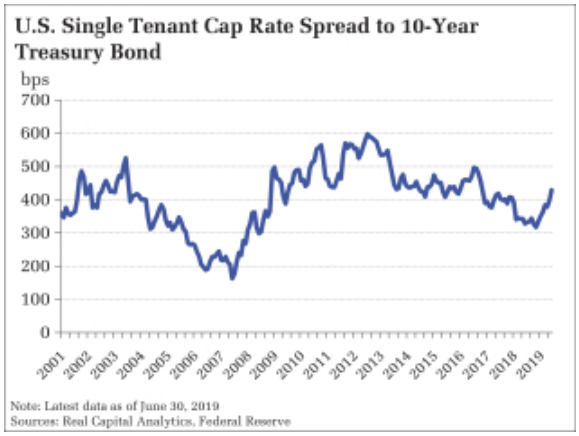


Capitalization Rate Trends

Reflecting the elevated level of investor demand, transaction-based capitalization rates for single-tenant properties decreased significantly through the current cycle and have remained near historical lows in the 6-7% range for the past several years. The stable capitalization rate trend highlights the continued inflow of capital into the single-tenant and net lease real estate segments.

However, compared with sovereign and corporate bond yields, the spread to single-tenant capitalization rates remained relatively wide. Through June 30, 2019, the single-tenant capitalization rate spread to BBB corporate bond yields increased to 238 basis points, compared with the average of 179 basis points from 2001 through June 30, 2019. Similarly, the single-tenant capitalization rate spread to the 10-year Treasury yield increased to 429 basis points as of June 30, 2019, wider than the average from 2001 through June 30, 2019 of 405 basis points, and significantly wider than during the previous growth cycle in the mid-2000s. If single-tenant capitalization rates remain relatively stable despite continued downward movement of bond yields, the spread would widen, highlighting the potential opportunity for attractive risk-adjusted returns.





BUSINESS AND PROPERTIES

Our Company

We are a newly organized real estate company that owns and operates a high-quality portfolio of single-tenant commercial properties. All of the properties in our initial portfolio are leased on a long-term basis and located primarily in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Eighteen of the 20 properties in our initial portfolio, representing approximately 82% of our initial portfolio's annualized base rent (as of September 30, 2019), are leased on a triple-net basis. Our properties are primarily leased to industry leading, creditworthy tenants, many of which operate in industries we believe are resistant to the impact of e-commerce. Our initial portfolio consists of 20 single-tenant, primarily net leased retail and office properties located in 15 markets in ten states, which we acquired from CTO in our formation transactions utilizing approximately $125.9 million of proceeds from this offering and the concurrent CTO private placement and 1,223,854 OP units that have an initial value of approximately $24.5 million based on the assumed public offering price of $, which is the mid-point of the price range set forth on the front cover of this prospectus. For two of our properties in our initial portfolio, we are the lessor in a long-term ground lease to the tenant. We are externally managed by our Manager, a wholly-owned subsidiary of CTO. Concurrently with the closing of this offering, CTO will invest $7.5 million in exchange for shares of our common stock at a price per share equal to the public offering price per share in this offering. Upon completion of this offering, the concurrent CTO private placement and the formation transactions, CTO will own approximately 17.6% of our outstanding common stock (assuming the OP units to be issued to CTO in the formation transactions are exchanged for shares of our common stock on a one-for-one basis).

Our initial portfolio is comprised of single-tenant retail and office properties primarily located in or in close proximity to major MSAs, growth markets and other markets in the United States with favorable economic and demographic conditions and leased to tenants with favorable credit profiles or performance attributes. All of the properties in our initial portfolio are subject to long-term, primarily triple-net leases, which generally require the tenant to pay all of the property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance and certain capital expenditures. We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending December 31, 2019. We believe that, commencing with such taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws.

Our objective is to maximize cash flow and value per share by generating stable and growing cash flows and attractive risk-adjusted returns through owning, operating and growing a diversified portfolio of high-quality single-tenant, net leased commercial properties with strong long-term real estate fundamentals. The 20 properties in our initial portfolio are 100% occupied and represent approximately 817,000 of gross rentable square feet with leases that have a weighted average lease term of approximately 8.2 years (based on annualized base rent as of September 30, 2019). None of our leases expire prior to January 31, 2024. Our initial portfolio is representative of our investment thesis, which consists of one or more of the following core investment criteria:

- **Attractive Locations.** The 20 properties in our initial portfolio represent approximately 817,000 gross rentable square feet, are 100% occupied and are primarily located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Approximately 82% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from

properties (i) located in MSAs with populations greater than one million and unemployment rates less than 3.6% and (ii) where the mean household income within a three-mile radius of the property is greater than $88,000.

- **Creditworthy Tenants.** Approximately 38.2% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from tenants that have (or whose parent company has) an investment grade credit rating from a recognized credit rating agency. Our largest tenant, Wells Fargo N.A., has an 'A+' credit rating from S&P Global Ratings and contributed approximately 25.0% of our initial portfolio's annualized base rent as of September 30, 2019.

- **Geographically Diversified.** Our initial portfolio is occupied by 16 tenants across 15 markets in ten states. Our largest property, as measured by annualized base rent, is located in the Portland, Oregon MSA.

- **100% Occupied with Long Duration Leases.** Our initial portfolio is 100% leased and occupied. The leases in our initial portfolio have a weighted average remaining lease term of approximately 8.2 years (based on annualized base rent as of September 30, 2019), with none of the leases expiring prior to January 31, 2024.

- **Contractual Rent Growth.** Approximately 54.2% of the leases in our initial portfolio (based on annualized base rent as of September 30, 2019) provide for increases in contractual base rent during the current term. In addition, approximately 84% (based on annualized base rent as of September 30, 2019) of the leases in our initial portfolio allow for increases in base rent during the lease extension periods.

We will employ a disciplined growth strategy, which emphasizes investing in high quality properties located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We intend to lease our properties primarily to industry-leading, creditworthy tenants, many of which operate in industries we believe are resistant to the impact of e-commerce.

We believe that the single-tenant commercial properties we own and intend to acquire will provide our stockholders with investment diversification and can deliver strong risk-adjusted returns. We expect the majority of our net leased properties will be single-tenant retail properties, with the remainder comprised of single-tenant office properties that are critical to the tenant's overall business. We believe the risk-adjusted returns for select single-tenant office properties are compelling and offer attractive investment yields, rental rates at or below prevailing market rental rates and an investment basis below replacement cost. Based on our senior management team's experience, we believe single-tenant office properties often have less buyer competition. In addition, we believe that long-term property tenants who have consistently invested their own capital into their leased premises are less likely to vacate the property and the risk of significant capital investment to re-lease the property is reduced. We believe that certain of the single-tenant office properties in our initial portfolio provide the opportunity for increased rents to higher market rent levels at the end of their lease terms.

Our Competitive Advantages

We believe our strategy and structure provide us with competitive advantages as a newly formed REIT focused on single-tenant, net leased properties.

Positioned for Growth

We believe our initial size and debt-free balance sheet position us well for growth. As a smaller company relative to our publicly-traded net lease REIT peers, we will focus our acquisition activity on transactions that are often below the deal size that many of our competitors pursue, and even smaller accretive transactions can have a meaningful impact on our net asset value and cash flows. Although we expect to evaluate a relatively large volume of potential investment transactions, we believe our size will allow us to be selective, ensuring that our acquisitions align with our investment objectives, particularly with regard to our initial investment yield, target markets and real estate and tenant quality. Our initial debt-free balance sheet, any unallocated cash from this offering and the concurrent CTO private placement and access to growth capital through an undrawn $100 million unsecured revolving credit facility that we anticipate obtaining concurrently with the completion of this offering will provide significant initial capital for our growth.

Experienced Management

The parent company of our Manager, CTO, is a 109-year old real estate company that has been publicly-traded for 50 years and is currently listed on the NYSE American. CTO has paid an annual dividend since 1976. Our senior management team, which is also the senior management team of CTO, has substantial experience investing in, owning, managing, developing and monetizing commercial real estate properties across the United States, particularly single-tenant, net leased properties. Our senior management team has an extensive network for sourcing investments, including relationships with national and regional brokers, other REITs, corporate tenants, banks and other financial services firms, private equity funds and leading commercial real estate investors. Our senior management team is led by John P. Albright, President and Chief Executive Officer of our company and CTO. Additionally, our senior management team includes: Mark E. Patten, Senior Vice President, Chief Financial Officer and Treasurer of our company and CTO; Steven R. Greathouse, Senior Vice President, Investments of our company and CTO; and Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary of our company and CTO. Messrs. Albright, Patten and Greathouse have worked together at CTO for over seven years, and our senior management team has an average of more than 19 years of experience with public real estate companies, including REITs, as well as significant experience in leadership positions at other public companies, a Big Four public accounting firm and private real estate companies. Our senior management team is experienced in all areas of managing a public company, including regulatory reporting, capital markets activity, investor relations and communication, compliance, stock exchange matters and cost management. Our senior management team has combined experience of over 100 years, almost entirely in real estate.

During their tenure at CTO, our senior management team has executed approximately $560.0 million in commercial real estate transactions, primarily acquisitions of single-tenant, net leased properties, creating a high-quality income property portfolio that we believe compares favorably to our publicly-traded net lease REIT peers. The properties in our initial portfolio are located in markets where the average population and average household income, within a three-mile radius, are substantially higher than those of our publicly-traded net lease REIT peers. In addition, since 2012, our senior management team has disposed of more than $220 million of net leased properties generating more than $39.6 million in gross gains for CTO's shareholders. Also, while at CTO, our senior management team has sold over 5,400 acres of undeveloped land, generating proceeds of approximately $165 million, to a variety of developers and operators, including Tanger Outlets, Trader Joes, North American Development Group, or NADG, Minto Communities, or Minto, and Sam's Club. Additionally, during October 2019, CTO completed the sale of a controlling interest in a venture that holds CTO's remaining 5,300 acres of land for total proceeds of $97 million.

Acquisitions Under Evaluation

We anticipate that we will have the opportunity to grow our portfolio as a result of both third-party acquisition opportunities that our senior management team is currently evaluating and our exclusive right of first offer access to CTO's remaining portfolio of single-tenant, net leased properties and future single-tenant, net leased properties pursuant to an exclusivity and ROFO agreement with CTO, although we do not view any such acquisition opportunities as probable at this time.

Third-Party Acquisitions Under Evaluation

As of , 2019, our senior management team is evaluating on our behalf acquisition opportunities of single-tenant, net leased properties from third-parties with an estimated aggregate purchase price of approximately $ million. These properties are located in states. We refer to these acquisition opportunities as our "acquisitions under evaluation."

We consider an acquisition opportunity to be "under evaluation" if the property satisfies the following criteria: (i) the owner has advised us that the property is available for sale; (ii) our senior management team has had active discussions with the owner regarding a potential purchase of the property and such discussions have not been terminated by either party; and (iii) our senior management team is performing preliminary due diligence on the property and on the tenant in order to ascertain whether the property and tenant appear to satisfy our investment criteria. Our senior management team identified these acquisition opportunities for us through relationships that our senior management team has within the tenant, developer and brokerage communities. However, as of , 2019, we do not have any contractual arrangements or non-binding letters of intent with any of the potential sellers of the properties included in our acquisitions under evaluation.

Converting any of our acquisitions under evaluation into a binding commitment with the seller is influenced by many factors including, but not limited to, the existence of other competitive bids, the satisfactory completion of all due diligence items by both parties and regulatory or lender approval, if required. The impact of these factors on the timing of any acquisition can vary based on the nature and size of each transaction. Once a binding commitment is reached with a seller, closing on the transaction is generally expected to occur within 30 to 60 days subject to the completion of routine property due diligence that is customary in real estate transactions. We have not entered into any binding or non-binder letters of intent or definitive purchase and sale agreements with respect to any of our acquisitions under evaluation. Accordingly, there can be no assurance that we will complete the acquisition of any of our acquisitions under evaluation.

Acquisition Opportunities from CTO

Our exclusivity and ROFO agreement requires CTO, prior to seeking to sell any of CTO's single-tenant, net leased properties (whether now owned or developed and owned by CTO in the future) to a third party, to first offer to us the right to purchase any such property. As of , 2019, CTO's portfolio of single-tenant income properties, excluding the properties that are being sold or contributed to us in the formation transactions, consists of single-tenant, net leased properties located in states representing approximately square feet of leasable area and has a weighted-average remaining lease term as of , 2019 of years.

Our exclusivity and ROFO agreement with CTO also precludes CTO from acquiring any single-tenant, net leased properties after the closing of this offering unless CTO first offers that opportunity to us and our independent directors decline to pursue the opportunity. However, this restriction will not apply to any single-tenant, net leased property that (i) was under contract for

purchase by CTO or an affiliate of CTO as of the closing date of this offering, where such contract is not assignable to us and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us, or (ii) prior to the closing of this offering, CTO has identified or designated as a potential "replacement property" in connection with an open (i.e., not yet completed) like-kind exchange under Section 1031 of the Code.

As of , 2019, CTO has entered into purchase and sale contracts for CTO to purchase two single-tenant, net leased properties for an aggregate purchase price of approximately $ million. It is not anticipated that CTO will identify or designate these properties as potential "replacement properties," as described above. The acquisition of these properties is still subject to, among other things, customary closing conditions and the satisfactory completion of due diligence. It is expected that the acquisition of these properties will remain subject to ongoing due diligence at the time of the closing of this offering. The contracts providing for the acquisition of these properties by CTO are not assignable to us. Although CTO will be obligated to use commercially reasonable efforts to cause the sellers to agree to an assignment of these contracts to us, we are unable to determine at this time whether the sellers of these properties will agree to such an assignment. Accordingly, we cannot assure you that we will acquire these properties on the terms and timing described above or at all.

In addition, as of , 2019, CTO has entered into non-binding letters of intent to acquire single-tenant, net leased properties for an aggregate purchase price of $. CTO does not expect to enter into a binding purchase and sale contract with the seller of these properties prior to the closing of this offering, and it is not anticipated that CTO will identify or designate these properties as potential "replacement properties," as described above. Accordingly, pursuant to the terms of the exclusivity and ROFO agreement, CTO will be precluded from acquiring these properties, after the closing of this offering, unless CTO first offers that opportunity to us and our independent directors decline to pursue the opportunity. We cannot assure you that we will acquire these properties on the terms and timing described above or at all.

Our Target Markets

Our initial portfolio and target markets are located primarily in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We target markets which, among other factors, have low unemployment and/or positive employment growth and favorable population trends. We believe well-located properties in these markets will allow our senior management team to utilize its real estate expertise to increase the value of our properties and may present us with opportunities to achieve higher values and returns through redevelopment or re-tenanting alternatives in the future.

Within these markets, we emphasize investments in retail and office properties that offer attractive risk-adjusted investment returns. We target properties net leased to tenants that we determine have attractive credit characteristics, stable operating histories and healthy rent coverage levels, are well-located within their market and have rent levels at or below market rent levels.

Investment Highlights

The following investment highlights describe what we believe are some of the key considerations for investing in our company:

- ***Stability and Strength of Cash Flows in our Initial Portfolio.*** Our 100% occupied initial portfolio provides us with stable, long-term cash flows. Our initial portfolio of 20 properties is diversified by tenant and geography with annualized base rent of approximately

$12.5 million as of September 30, 2019. We have no lease expirations prior to January 31, 2024. In addition, approximately 54.2% of the leases in our initial portfolio (based on annualized base rent as of September 30, 2019) provide for increases in contractual base rent during the current term. Only four of our initial portfolio's 16 tenants contributed more than 6% of our initial portfolio's annualized base rent as of September 30, 2019. Our largest tenant, Wells Fargo N.A., and our second largest tenant, Hilton Grand Vacations, contributed approximately 25.0% and 18.2%, respectively, of our initial portfolio's annualized base rent as of September 30, 2019. Our strategy targets a scaled portfolio that, over time, will:

- derive no more than 10% of the portfolio's annualized base rent from any single tenant, irrespective of the tenant's credit rating;
- derive no more than 10% of the portfolio's annualized base rent from any single industry;
- derive no more than 5% of the portfolio's annualized base rent from any single property; and
- maintain significant geographic diversification.

Although our strategy targets a scaled portfolio that, over time, meets the diversification criteria described above, as of September 30, 2019, our initial portfolio:

- had two tenants that individually contributed more than 10% of our annualized base rent;
- derived more than 10% of our annualized base rent from three industries;
- derived more than 5% of our annualized base rent from each of seven properties; and
- had significant geographic concentration in the West and South regions of the United States (as defined by the U.S. Census Bureau).

We believe portfolio diversification decreases the impact from an adverse event that affects a specific tenant or region.

- ***Creditworthy Tenants.*** As of September 30, 2019, approximately 38.2% of our initial portfolio's annualized base rent was derived from tenants that have (or whose parent company has) an investment grade credit rating from a recognized credit rating agency. As part of our overall growth strategy, we will seek to lease and acquire properties leased to creditworthy tenants that meet our underwriting and operating guidelines. Prior to entering into any acquisition or lease transaction, our Manager's credit analysis and underwriting professionals will conduct a review of a proposed tenant's credit quality based on our established underwriting methodologies. In addition, our Manager will consistently monitor the credit quality of our portfolio by actively reviewing the creditworthiness of our tenants. We anticipate that these reviews will include periodic assessments of the operating performance of each of our tenants and annual evaluations of the credit ratings of each of our tenants, including any changes to the credit ratings of such tenants (or the parents of such tenants) as published by a recognized credit rating agency. We believe that our Manager's focus on creditworthy tenants will increase the stability of our rental revenue.

- ***Attractive Locations in Major or Fast-Growing Markets.*** The properties in our initial portfolio are primarily located in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. Approximately 82% of our initial portfolio's annualized base rent as of September 30, 2019 was derived from properties (i) located in MSAs with populations

greater than one million and unemployment rates less than 3.6% and (ii) where the mean household income within a three-mile radius of the property is greater than $88,000. We believe that properties located in major metropolitan and growth areas benefit from certain advantageous attributes as compared to less densely populated areas, including supply constraints, barriers to entry, near-term and long-term prospects for job creation, population growth and rental rate growth. In addition, we believe that properties located in or in close proximity to major MSAs and growth markets generally have lower vacancy rates because they can potentially be leased to a broader range of tenants or redeveloped for different uses.

- ***Diverse Initial Portfolio.*** We believe that our initial portfolio is diversified by tenant and geography. Our initial portfolio is diversified with 16 tenants operating in 13 industries across 15 markets in ten states.

- ***Growth Oriented Balance Sheet.*** Upon completion of this offering and the related formation transactions, we will have no outstanding debt. We have a non-binding term sheet for a $100 million unsecured revolving credit facility with a four year term and expect to enter into the facility concurrently with the completion of this offering. We expect that the credit facility will be available for funding future acquisitions and general corporate purposes. We intend to manage our balance sheet so that we have access to multiple sources of capital in the future that may offer us the opportunity to lower our cost of funding and further diversify our sources of capital. We intend to use leverage, in-line with industry standards, to continue to grow our net leased property portfolio.

- ***Platform Allows for Significant Growth.*** We expect to build on our senior management team's experience in net lease real estate investing and leverage CTO's established and developed origination, underwriting, financing, documentation and property management capabilities to achieve attractive risk-adjusted growth.

- ***Focused Investment Strategy.*** We seek to acquire, own and operate primarily freestanding, single-tenant commercial real estate properties primarily located in our target markets leased primarily pursuant to triple-net, long-term leases. Within our target markets, we will focus on investments in single-tenant retail and office properties. We will target tenants in industries that we believe are favorably impacted by current macroeconomic trends that support consumer spending, such as strong and growing employment and positive consumer sentiment, as well as tenants in industries that have demonstrated resistance to the impact of the growing e-commerce retail sector. We also will seek to invest in properties that are net leased to tenants that we determine have attractive credit characteristics, stable operating histories and healthy rent coverage levels, are well-located within their market and have rent levels at or below market rent levels. Furthermore, we believe that the size of our company will, for at least the near term, allow us to focus our investment activities on the acquisition of single properties or smaller portfolios of properties that represent a transaction size that most of our publicly-traded net lease REIT peers will not pursue on a consistent basis.

- ***Disciplined Underwriting Approach.*** The net leased properties that we target for acquisition generally will be under long-term leases and occupied by a single tenant, consistent with our initial portfolio. In addition, we may invest in properties that we believe have strong long-term real estate fundamentals (such as attractive demographics, infill locations, desirable markets and favorable rent coverage ratios), would be suitable for use by different types of tenants or alternative uses, offer attractive risk-adjusted returns and possess characteristics that reduce our real estate investment risks. In considering the potential acquisition of a property, we also evaluate how in-place rental rates compare to

current market rental rates, as well as the likelihood of an increase in the rental rate upon extension of the in-place lease or re-tenanting of the property. We seek long-term leases, typically with initial lease terms of over 10 years, plus tenant renewal options. In addition, we target leases with a triple-net structure which obligates our tenants to pay all or most property-level expenses.

Strengths of Our External Manager

We will be externally managed by Alpine Income Property Manager, LLC, a wholly-owned subsidiary of CTO. CTO is a 109-year old real estate company that has been publicly-traded for 50 years and is currently listed on the NYSE American. CTO has paid an annual dividend since 1976. Our senior management team, which will be provided to us through our Manager, is led by John P. Albright, President and Chief Executive Officer of our company and CTO. Additionally, our senior management team includes: Mark E. Patten, Senior Vice President, Chief Financial Officer and Treasurer of our company and CTO; Steven R. Greathouse, Senior Vice President, Investments of our company and CTO; and Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary of our company and CTO. Our senior management team has extensive experience running a publicly-traded real estate company including regulatory reporting, capital markets activity, investor relations and communication, compliance, stock exchange matters and cost management. Messrs. Albright, Patten and Greathouse have worked together at CTO for over seven years, and our senior management team has an average of more than 19 years of experience with public real estate companies, including REITs, as well as significant experience in leadership positions at other public companies, a Big Four public accounting firm and private real estate companies. In addition, we believe that CTO's established public company infrastructure and expertise will help us operate efficiently as a publicly-traded company.

During their tenure at CTO, our senior management team has executed approximately $560.0 million in commercial real estate transactions. In addition, since 2012, our senior management team has disposed of more than $220 million of net leased properties generating more than $39.6 million in gross gains for CTO's shareholders. During the year ended December 31, 2018, CTO acquired 11 single-tenant, net leased properties, for purchase prices aggregating approximately $105.1 million. From January 1, 2019 through September 30, 2019, CTO completed the acquisition of nine single-tenant, net leased properties, for purchase prices aggregating approximately $90.0 million.

We believe that we will benefit from our relationship with our Manager and CTO. Our Manager will draw upon the experience and resources of the full CTO platform. CTO is a diversified real estate operating company that owns, manages and develops commercial real estate properties across the United States. Our senior management team has a deep network of relationships for sourcing net leased investments, which includes relationships within the tenant, developer and brokerage communities in several instances allowing for exclusive off-market and first-look acquisition opportunities for net leased properties. These opportunities have resulted in transactions with multiple REITs, brokerage groups and investment funds and vehicles. In addition, our senior management team has been successful in leveraging its platform to assist existing tenants of CTO to develop new properties or expand their existing footprint. As of September 30, 2019, CTO owned 48 single-tenant and 4 multi-tenant net leased properties with approximately 2.3 million square feet of gross leasable area, which includes the 20 single-tenant, net leased properties that will comprise our initial portfolio.

We believe that CTO's reputation, in-depth market knowledge and extensive network of long-standing relationships in the net lease industry will provide us access to attractive investment opportunities. Additionally, concurrently with the completion of this offering and the formation

transactions, we will enter into the exclusivity and ROFO agreement, pursuant to which CTO will agree, subject to certain exceptions, that it will not:

- acquire, directly or indirectly, a single-tenant, net leased property, including any property that CTO has under contract as of the closing date of this offering, unless CTO has first offered that opportunity to us and our independent directors have declined to pursue the opportunity; and

- enter into any agreement with any third party for the purchase and/or sale of (i) any of CTO's remaining 28 single-tenant, net leased properties prior to seeking to sell any such properties to a third party; or (ii) any single-tenant, net leased property developed and owned by CTO or any of its affiliates after the closing date of this offering, without first offering us the right to purchase such property.

  Notwithstanding the foregoing, the above-described restriction on acquisitions by CTO and its affiliates of single-tenant, net leased properties will not apply where (i) as of the closing date of this offering CTO or its affiliate has such a property under contract for purchase, (ii) such contract is not assignable to us and (iii) despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us.

See "Certain Relationships and Related Person Transactions—Exclusivity and ROFO Agreement."

While we do not initially intend to engage in real estate development activities, we also believe that we will benefit from the real estate development expertise of our senior management team by utilizing this expertise in connection with underwriting our acquisition opportunities and with positioning and repositioning our properties to make them more attractive to existing and prospective tenants. Our senior management team has substantial experience purchasing properties with development and redevelopment potential as well as properties for direct redevelopment. We believe many of the existing net leased properties in CTO's portfolio have imbedded value through potential re-tenanting or redevelopment, coupled with an investment basis that allows for redevelopment to achieve attractive risk-adjusted returns. The real estate development experience of our senior management team includes:

- the construction, permitting, operation and subsequent sale of five self-developed multi-tenant office properties located on previously undeveloped land in Daytona Beach, Florida in 2016 and March 2018;

- the acquisition of a former Publix shopping center in Winter Park, Florida that was effectively vacant and the redevelopment and lease-up of the retail center into a vibrant renovated center with a new high-performing 24 Hour Fitness as the anchor tenant and a new Wawa developed on a vacant outparcel; and

- the purchase, entitlement and self-development of six vacant acres on the beach in Daytona Beach, Florida, into two single-tenant, net leased restaurant properties completed in January 2018.

We also intend to leverage the vast experience and relationships that our senior management team has developed from the sale of CTO's 10,500 acres of land along I-95 in Daytona Beach, Florida since 2012. These relationships and experience include CTO working with buyers on the design, engineering and permitting activities necessary for their end use. Notable CTO land transactions in the past six years include, but are not limited to:

- the sale of a controlling interest in a venture that holds CTO's remaining 5,300 acres of land for total proceeds of $97 million;

- the sale of 76 acres for a 630,000-square foot distribution center for Trader Joes;

- the sale of 39 acres for a 350,000-square foot outlet center for Tanger Outlets;
- the sale of 27 acres for a 70,000-square foot fulfillment center for Amazon;
- the sale of 18 acres for the only Sam's Club built in the U.S. in 2019;
- the sale of 1,600 acres for Minto's 3,400-home development of the first ever Latitude Margaritaville;
- the sale of nearly 100 acres for a 400,000-square foot power center developed by NADG; and
- the sale of 35 acres for the first Buc-ee's outside of the state of Texas.

Our Initial Portfolio

Overview

The tables below present an overview of the properties in our initial portfolio as of September 30, 2019, unless otherwise indicated.

Property Type	Tenant	S&P Credit Rating (1)	Property Location	Rentable Square Feet	Lease Expiration Date	Remaining Term (Years)	Tenant Extension Options (Number x Years)	Contractual Rent Escalations	Annualized Base Rent (2)
Office	Wells Fargo	A+	Portland, OR	211,863	12/31/25	6.3	3x5	No	$ 3,124,979
Office	Hilton Grand Vacations	BB+	Orlando, FL	102,019	11/30/26	7.2	2x5	Yes	$ 1,658,143
Retail	LA Fitness	B+	Brandon, FL	45,000	4/26/32	12.6	3x5	Yes	$ 851,688
Retail	At Home	B+	Raleigh, NC	116,334	9/14/29	10.0	4x5	Yes	$ 658,351
Retail	Century Theater	BB	Reno, NV	52,474	11/30/24	5.2	3x5	Yes	$ 644,000
Retail	Container Store	B	Phoenix, AZ	23,329	2/28/30	10.4	2x5	Yes	$ 630,315
Office	Hilton Grand Vacations	BB+	Orlando, FL	31,895	11/30/26	7.2	2x5	No	$ 621,953
Retail	Live Nation Entertainment, Inc.	BB-	East Troy, WI	—(3)	3/31/30	10.5	N/A	Yes	$ 546,542
Retail	Hobby Lobby	N/A	Winston-Salem, NC	55,000	3/31/30	10.5	3x5	Yes	$ 522,500
Retail	Dick's Sporting Goods	N/A	McDonough, GA	46,315	1/31/24	4.3	4x5	No	$ 472,500
Retail	Jo-Ann Fabric	B	Saugus, MA	22,500	1/31/29	9.3	4x5	Yes	$ 450,000
Retail	Walgreens	BBB	Birmingham, AL	14,516	3/31/29	9.5	N/A	No	$ 364,300
Retail	Walgreens	BBB	Alpharetta, GA	15,120	10/31/25	6.1	N/A	Yes	$ 362,880
Retail	Best Buy	BBB	McDonough, GA	30,038	3/31/26	6.5	4x5	No	$ 337,500
Retail	Outback	BB	Charlottesville, VA	7,216	9/30/31	12.0	4x5	No	$ 287,923
Retail	Walgreens	BBB	Albany, GA	14,770	1/31/33	13.3	N/A	Yes	$ 258,000
Retail	Outback	BB	Charlotte, NC	6,297	9/30/31	12.0	4x5	No	$ 206,027
Retail	Cheddars(4)	BBB	Jacksonville, FL	8,146	9/30/27	8.0	4x5	Yes	$ 175,000
Retail	Scrubbles(4)	N/A	Jacksonville, FL	4,512	10/31/37	18.1	4x5	Yes	$ 174,400
Retail	Family Dollar	BBB-	Lynn, MA	9,228	3/31/24	4.5	7x5	No	$ 160,000
Total / Wtd. Avg.				816,572		8.2			$ 12,507,001

(1) Tenant, or tenant parent, rated entity.
(2) Annualized cash base rental income in place as of September 30, 2019.
(3) The Alpine Valley Music Theatre, leased to Live Nation Entertainment, Inc., is an entertainment venue consisting of a two-sided, open-air, 7,500-seat pavilion; an outdoor amphitheater with capacity for 37,000; and over 150 acres of green space.
(4) We are the lessor in a ground lease with the tenant. Rentable square feet represents improvements on the property that revert to us at the expiration of the lease.

Tenant	Location	Address	Tenant Industry / Use	Year Built / Renovated	CTO Purchase Date	Square Feet	Acres
Wells Fargo	Portland, OR	18770 NW Walker Rd., Hillsboro, OR 97006	Office	1978/2009	10/27/17	211,863	19
Hilton Grand Vacations —MCC	Orlando, FL	6355 Metrowest Blvd., Orlando, FL 32835	Office	1988/2014	1/31/13	102,019	11
LA Fitness	Brandon, FL	2890 Providence Lakes Blvd., Brandon, FL 33511	Fitness	2006	4/28/17	45,000	5
At Home	Raleigh, NC	4700 Green Rd., Raleigh, NC 27604	Home Goods	1995/2014	9/29/16	116,334	14
Century Theater	Reno, NV	11 N. Sierra St., Reno, NV 89501	Theater	2000	11/30/16	52,474	1
Container Store	Phoenix, AZ	7850 W. Bell Rd., Glendale, AZ 85308	Home Improvement	2015	5/18/15	23,329	2
Live Nation Entertainment, Inc.	East Troy, WI	2699 Country Road D, East Troy, WI 53120	Entertainment	1977	8/30/19	—	158
Hobby Lobby	Winston-Salem, NC	3775 Oxford Station Way, Winston-Salem, NC 27103	Leisure Retailer	2015	5/16/19	55,000	8
Dick’s Sporting Goods	McDonough, GA	1855 Jonesboro Rd., McDonough, GA 30253	Leisure Retailer	2006	6/15/06	46,315	4
Jo-Ann Fabric	Saugus, MA	1073 Broadway, Saugus, MA 01906	Leisure Retailer	2009	4/6/17	22,500	5
Hilton Grand Vacations —Cambridge	Orlando, FL	1800 Metrocenter Blvd., Orlando, FL 32835	Office	2000/2014	1/31/13	31,895	4
Best Buy	McDonough, GA	1861 Jonesboro Rd., McDonough, GA 30253	Electronics	2006	6/15/06	30,038	4
Walgreens	Birmingham, AL	101 Doug Baker Blvd., Birmingham, AL, 35242	Pharmacy	2003	6/5/19	14,516	2
Walgreens	Alpharetta, GA	4395 Kimball Bridge Rd., Johns Creek, GA 300022	Pharmacy	2000	3/31/04	15,120	2
Outback	Charlottesville, VA	1101 Seminole Trail, Charlottesville, VA 22901	Casual Dine	1984	9/15/16	7,216	1
Walgreens	Albany, GA	2414 Sylvester Rd., Albany, GA 31705	Pharmacy	2007	6/21/19	14,770	4
Outback	Charlotte, NC	16400 Northcross Dr., Huntersville, NC 28078	Casual Dine	1997	9/15/16	6,297	2
Cheddars(1)	Jacksonville, FL	4954 Town Center Parkway, Jacksonville, FL 32246	Casual Dine	2017	10/4/18	8,146	1
Scrubbles(1)	Jacksonville, FL	5064 Weebers Crossings Drive, Jacksonville, FL 32246	Car Wash	2017	10/4/18	4,512	2
Family Dollar	Lynn, MA	50 Central Ave, Lynn, MA 01901	Discount	2014	6/10/19	9,228	1
Total						816,572	250

(1) Subject to a ground lease.

Diversification by Geography

The following table details the geographical locations of the properties in our initial portfolio as of September 30, 2019:

State	Annualized Base Rent	% of Annualized Base Rent	Number of Properties	Square Feet
Alabama	$ 364,300	2.9%	1	14,516
Arizona	$ 630,315	5.0%	1	23,329
Florida	$ 3,481,184	27.8%	5	191,572
Georgia	$ 1,430,880	11.5%	4	106,243
Massachusetts	$ 610,000	4.9%	2	31,728
North Carolina	$ 1,386,878	11.1%	3	177,631
Nevada	$ 644,000	5.1%	1	52,474
Oregon	$ 3,124,979	25.0%	1	211,863
Virginia	$ 287,923	2.3%	1	7,216
Wisconsin	$ 546,542	4.4%	1	—
Total	$ 12,507,001	100.0%	20	816,572

Lease Expirations

As of September 30, 2019, the weighted average remaining term of our leases was approximately 8.2 years (based on annualized base rent), with none of the leases expiring prior to January 31, 2024. The following table sets forth our lease expirations for leases in place as of September 30, 2019:

Lease Expiration Year (1)(2)	Annualized Base Rent	% of Base Rent	Number of Properties
2019	—	—	—
2020	—	—	—
2021	—	—	—
2022	—	—	—
2023	—	—	—
2024	$ 1,276,500	10.21%	3
2025	$ 3,487,859	27.89%	2
2026	$ 2,617,596	20.93%	3
2027	$ 175,000	1.40%	1
2028	—	—	—
2029	$ 1,472,651	11.77%	3
2030	$ 1,699,357	13.59%	3
2031	$ 493,950	3.95%	2
2032	$ 851,688	6.81%	1
2033	$ 258,000	2.06%	1
2034	—	—	—
2035	—	—	—
2036	—	—	—
2037	$ 174,400	1.39%	1
2038	—	—	—
2039	—	—	—
2040	—	—	—
Total	$ 12,507,001	100.0%	20

(1) Expiration year of contracts in place as of September 30, 2019. Excludes any tenant option renewal periods that have not been exercised.
(2) Assumes each tenant's earliest right to terminate is lease expiration date.

Our Business and Growth Strategies

Our objective is to maximize cash flow and value per share by generating stable and growing cash flows and attractive risk-adjusted returns through owning, operating and growing a diversified portfolio of high-quality single-tenant, net leased properties. Our business and growth strategy is differentiated from that of our larger peers in that we are able to focus our acquisition efforts on single-asset and small portfolio transactions which we believe will provide attractive risk-adjusted returns. We intend to pursue our objective through the following business and growth strategies:

- ***Focus on Net Leased Retail and Office Properties in Major Metropolitan Areas and Growth Markets.*** We focus on owning, operating and investing in single-tenant, net leased retail and office properties located primarily in or in close proximity to major MSAs and in growth markets and other markets in the United States with favorable economic and demographic conditions. We also seek to invest in properties that are net leased to tenants that we determine have attractive credit characteristics and stable operating histories, or well-located infill properties with higher value redevelopment or re-tenanting alternatives, when appropriate.

- ***Manage and Grow a Diverse Portfolio of High Quality Net Leased Assets.*** We will manage and grow our portfolio of single-tenant, net leased properties to generate sustainable, stable cash flows and maximize the long-term return on our investments. We expect to utilize the extensive real estate experience, disciplined underwriting approach and risk management expertise of our Manager and CTO. When underwriting investments, we will emphasize high-quality net leased properties, with strong operating performance, healthy rent coverage ratios and tenants with attractive credit characteristics.

  General Investment and Lease Characteristics. In general, we will seek to acquire properties with or enter into leases with (i) relatively long terms (typically with initial lease terms over ten years and tenant renewal options); (ii) at or below market rental rates; (iii) attractive rent coverage ratios; (iv) meaningful rent escalations and (v) tenants that operate in industries we believe are resistant to the impact of e-commerce.

  Diversification. We seek to maintain geographic and economic diversity in our properties and income streams. We believe this strategy will help mitigate the risks associated with concentrations of tenants, industries, properties or regions. Our strategy targets a scaled portfolio that, over time, will:

  - derive no more than 10% of the portfolio’s annualized base rent from any single tenant, irrespective of the tenant’s credit rating;
  - derive no more than 10% of the portfolio’s annualized base rent from any single industry;
  - derive no more than 5% of the portfolio’s annualized base rent from any single property; and
  - maintain significant geographic diversification.

  Asset Management. We will regularly review each property in our portfolio in order to identify opportunities and mitigate risks in an effort to maximize stockholder value. This review will include, among other items:

  - evaluating the business performance of the tenant at the property level;

- evaluating the credit quality and broader business performance of the tenant;
- assessing the local real estate market conditions and market rents relative to in-place rents;
- monitoring concentrations within the portfolio, including with respect to credit, geography and lease term;
- forecasting requirements for capital expenditures; and
- determining opportunities to recycle capital through an assessment of changes in market conditions, such as tenant credit, market demographics and capitalization rates.

We will utilize CTO's existing infrastructure and extensive expertise to monitor the credit profile of each of our tenants on an ongoing basis. We believe that this approach will enable us to proactively identify opportunities and address issues in a timely manner.

- ***Manage Our Balance Sheet for Flexibility and Optimal Capital Costs.*** We will seek to maintain a balance sheet that strikes a prudent balance between debt and equity financing and maintains funding sources that lock in long-term investment spreads and limit exposure to interest rate volatility. We intend to target long-term leverage of six times net debt to EBITDA or less. We anticipate having access to multiple sources of capital, including an undrawn $100 million unsecured revolving credit facility that we expect to enter into concurrently with the completion of this offering. Our initial debt-free balance sheet, unallocated cash from this offering and the concurrent CTO private placement of approximately $18.7 million and access to growth capital through our anticipated undrawn $100 million credit facility will provide significant initial capital for our near-term growth.

Investment Guidelines

Upon completion of this offering, our board of directors will have approved the following investment guidelines:

- No investment will be made that would cause us to fail to qualify as a REIT under the Code.
- No investment will be made that would cause us or any of our subsidiaries to be required to be registered as an investment company under the Investment Company Act.
- All acquisitions of single-tenant, net leased properties from CTO or any of its affiliates must be approved by a majority of our independent directors.

Upon completion of this offering, our board of directors will have approved additional investment guidelines establishing the limits of authority for our Manager which, among other things, will stipulate that any and all acquisitions of single-tenant, net leased properties that exceed a certain investment threshold, in terms of total purchase price and/or investment yield at acquisition, will require the approval of the majority of our independent directors.

From time to time, the investment guidelines may be amended, restated, supplemented or waived without the approval of our stockholders, but with the approval of a majority of our independent directors.

Our Leases

In general, we will seek to acquire properties with or enter into leases with (i) relatively long terms (typically with initial lease terms over ten years and tenant renewal options); (ii) at or below market rental rates; (iii) attractive rent coverage ratios; (iv) meaningful rent escalations and (v) tenants that operate in industries we believe are resistant to the impact of e-commerce. All of the properties in our initial portfolio are subject to long-term, primarily triple-net leases, which generally require the tenant to pay all of the property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance and certain capital expenditures.

In addition, two of our properties are subject to ground leases. These leases are generally long term leases where the lessee may use or develop the property but we retain title to the land.

Underwriting

Our Manager's strategy for investing in target properties is focused on factors including, but not limited to, long-term real estate fundamentals and target markets, including major MSAs or growth markets and other markets in the United States with favorable economic and demographic conditions. In evaluating an investment, our Manager employs a methodology which includes an evaluation of: (i) the attributes of the real estate (e.g. location, market demographics, comparable properties in the market, etc.); (ii) an evaluation of the existing tenant (e.g. creditworthiness, property level sales, tenant rent levels compared to the market, etc.); (iii) other market-specific conditions (e.g. tenant industry, job and population growth in the market, local economy, etc.); and (iv) considerations relating to our business and strategy (e.g., strategic fit of the asset type, property management needs, etc.).

Our Manager's underwriting process evaluates comparable real estate assets in the relevant real estate market. Our Manager generally seeks to invest in real estate assets that are high quality and suitable for use by different tenants. Our Manager also seeks to rent properties at market or below-market rents to reduce vacancy risk and enhance the stability of our rental revenue. When evaluating market rents, our Manager may use market data provided by third-party real estate services firms such as CoStar Group, Inc. and Real Capital Analytics, Inc. These underwriting procedures provide our Manager with an idea of likely ranges of real estate valuation in the event a property should need to be leased to a replacement tenant.

Our Manager performs detailed credit reviews of the financial condition of all of our proposed tenants to determine their financial strength and flexibility. As part of this review, our Manager will evaluate the strength of the proposed tenant's business at the property and at a corporate level, if applicable, and may consider the risk of tenant/company insolvency using internally developed methodologies or assessments provided by third parties. Our Manager will also consider a proposed tenant's ability to pay the required rent pursuant to the proposed lease as well as the capital requirements needed for maintaining the property pursuant to the proposed lease. Our Manager's assessment of the tenant's financial condition and cash flows would not necessarily look solely to the cash flows generated by the tenant from the operations at the applicable property. The tenant's other cash flow and capital sources would also be considered a potential resource for payment to us and represent a secondary source of our payments. Alternative tenant cash flows from sources other than the properties we own can increase the stability of our rental revenue. When appropriate, our Manager may seek credit enhancements from our tenants, such as having a tenant's parent company or an affiliate guarantee its lease obligations to us.

Our Manager will carefully evaluate the industry in which a prospective tenant operates and the structural terms of the proposed lease. When evaluating an industry, our Manager will seek to

determine relevant competitive factors and the long-term viability of the industry. We believe that by identifying macro-economic industry trends, we can better attempt to avoid investment in industries subject to long-term functional obsolescence. We believe that industry viability supports investments, residual values and investment recovery values in the event of tenant defaults.

Asset Management

We will actively manage our portfolio to ensure tenant compliance with applicable lease agreements and to ensure that our properties are maintained. We will also attempt to limit potential defaults through consistent and ongoing monitoring of our tenants and the performance of their business operations. In the event that we determine that a particular property should be re-tenanted, we will intervene to identify an appropriate new tenant and reach agreement on a lease that meets our requirements for the property. Our active asset management will also include the identification of properties in our portfolio which we might consider for disposition, assistance in the marketing of such properties for sale and the completion of the sales process, subject to limitations imposed as a result of our status as a REIT. Following the acquisition of each property, we will continue to actively monitor the profitability of the property as well as the financial performance of each of our tenants.

Real Estate Monitoring

We will generally physically inspect every property that we acquire in connection with our initial investment. However, under certain circumstances, such as an acquisition of a large portfolio of properties, it may not be practicable for us to physically inspect each property, in which case we will rely on other due diligence procedures, such as review of financial and documentary information that may include third-party reports such as title examinations, land title surveys, environmental reports and zoning reports. We will periodically perform site inspections of our properties based on an evaluation of financial performance, unique property characteristics and industry factors and trends. We will use information gained from site visits to monitor tenant compliance with maintenance obligations and to provide a leading indicator of property-level performance trends.

Financing Strategy

Our long-term financing strategy is to maintain a prudent leverage profile that supports operational flexibility and contributes to more favorable opportunities for superior risk-adjusted returns for our stockholders. We expect to finance our operations and the acquisition and maintenance of our portfolio and other assets using several different sources, including cash from operations, proceeds from issuances of our equity and debt securities and possibly proceeds from sales of our properties. We anticipate having access to multiple sources of capital, including an undrawn $100 million unsecured revolving credit facility that we expect to enter into concurrently with the completion of this offering. Our initial debt-free balance sheet, unallocated cash from this offering and the concurrent CTO private placement of approximately $18.7 million and access to growth capital through our anticipated undrawn $100 million credit facility will provide significant initial capital for our near-term growth. We intend to target long-term leverage of six times net debt to EBITDA or less.

Tax Status

We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending December 31, 2019. We believe that, commencing with such taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a

REIT under the U.S. federal income tax laws, and we intend to continue to operate in such a manner, but no assurance can be given that we will operate in a manner so as to qualify or remain qualified as a REIT.

Competition

The real estate business generally is highly competitive. We intend to focus on investing in commercial real estate that produces income primarily through the leasing of assets to tenants. To identify investment opportunities in income-producing real estate assets and to achieve our investment objectives, we compete with numerous companies and organizations, both public as well as private, of varying sizes, ranging from organizations with local operations to organizations with national scale and reach, and in some cases, we compete with individual real estate investors. In all the markets in which we compete to acquire net leased properties, price is the principal method of competition, with transaction structure and certainty of execution also being significant considerations for potential sellers. We face competition for acquisitions of real property from investors, including traded and non-traded public REITs, private equity investors and institutional investment funds, some of which have greater financial resources than we do, a greater ability to borrow funds to acquire properties and the ability to accept more risk. This competition may increase the demand for the types of properties in which we typically invest and, therefore, reduce the number of suitable investment opportunities available to us and increase the prices paid for such acquisition properties. This competition will increase if investments in real estate become more attractive relative to other forms of investment.

As a landlord, we compete in the multi-billion-dollar commercial real estate market with numerous developers and owners of properties, many of which own properties similar to ours in the same markets in which our properties are located. Some of our competitors have greater economies of scale, lower costs of capital, access to more resources and greater name recognition than we do. If our competitors offer space at rental rates below current market rates or below the rental rates we currently charge our tenants, we may lose our tenants or prospective tenants and we may be pressured to reduce our rental rates or to offer substantial rent abatements, tenant improvement allowances, early termination rights or below-market renewal options in order to retain tenants when our leases expire.

Employees

We are externally managed and, upon the completion of this offering, will be advised by our Manager pursuant to the management agreement between our Manager and us. All of our executive officers serve as officers of our Manager and CTO, and one of our directors, John P. Albright, serves as an officer of our Manager and an officer and director of CTO. We do not expect to have any employees. See “Our Manager and the Management Agreement—Management Agreement.”

Principal Executive Offices

Our principal offices are located at CTO’s offices at 1140 N. Williamson Blvd., Suite 140, Daytona Beach, Florida 32114. We believe that our facilities are adequate for our present and future operations.

Legal Proceedings

From time to time, we may be party to various lawsuits, claims for negligence and other legal proceedings that arise in the ordinary course of our business. We are not currently a party, as plaintiff or defendant, to any legal proceedings which, individually or in the aggregate, would be expected to have a material effect on our business, financial position, liquidity or results of operations if determined adversely to us.

Insurance

Our tenants are generally required to maintain liability and property insurance coverage for the properties they lease from us pursuant to triple-net leases. These leases generally require our tenants to name us (and any of our lenders that have a mortgage on the property leased by the tenant) as additional insureds on their liability policies and additional named insured and/or loss payee (or mortgagee, in the case of our lenders) on their property policies. Depending on the location of the property, losses of a catastrophic nature, such as those caused by earthquakes and floods, may be covered by insurance policies that are held by our tenant with limitations such as large deductibles or co-payments that a tenant may not be able to meet. In addition, losses of a catastrophic nature, such as those caused by wind/hail, hurricanes, terrorism or acts of war, may be uninsurable or not economically insurable. In the event there is damage to our properties that is not covered by insurance and such properties are subject to recourse indebtedness, we will continue to be liable for the indebtedness, even if these properties are irreparably damaged. See "Risk Factors—Risks Related to Our Business and Properties—Insurance on our properties may not adequately cover all losses and uninsured losses could materially and adversely affect us."

In addition to being a named insured on our tenants' liability policies, we will separately maintain commercial general liability coverage. We will also maintain full property coverage on all untenanted properties and other property coverage as may be required by our lenders, which are not required to be carried by our tenants under our leases.

Implications of Being an Emerging Growth Company and a Smaller Reporting Company

We are an "emerging growth company" as defined in the JOBS Act, and we are eligible to take advantage of certain specified reduced disclosure and other requirements that are otherwise generally applicable to public companies that are not "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. We have irrevocably opted-out of the extended transition period afforded to emerging growth companies in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. As a result, we will comply with new or revised accounting standards on the same time frames as other public companies that are not emerging growth companies.

We will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year during which our total annual gross revenue equals or exceeds $1.07 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt securities and (iv) the date on which we are deemed to be a "large accelerated filer" under the Exchange Act.

We are also a "smaller reporting company" as defined in Regulation S-K under the Securities Act and may take advantage of certain of the scaled disclosures available to smaller reporting companies. We may be a smaller reporting company even after we are no longer an "emerging growth company."

Regulation

General. Our properties are subject to various laws, ordinances and regulations, including those relating to fire and safety requirements, and affirmative and negative covenants and, in some instances, common area obligations. Our tenants have primary responsibility for compliance with these requirements pursuant to our leases. We believe that each of our properties has the necessary permits and approvals.

Americans With Disabilities Act. Under Title III of the ADA, and rules promulgated thereunder, in order to protect individuals with disabilities, public accommodations must remove architectural and communication barriers that are structural in nature from existing places of public accommodation to the extent "readily achievable." In addition, under the ADA, alterations to a place of public accommodation or a commercial facility are to be made so that, to the maximum extent feasible, such altered portions are readily accessible to and usable by disabled individuals. The "readily achievable" standard considers, among other factors, the financial resources of the affected site and the owner, lessor or other applicable person.

Compliance with the ADA, as well as other federal, state and local laws, may require modifications to properties we currently own or may purchase or may restrict renovations of those properties. Failure to comply with these laws or regulations could result in the imposition of fines or an award of damages to private litigants, as well as the incurrence of the costs of making modifications to attain compliance, and future legislation could impose additional obligations or restrictions on our properties. Although our tenants are generally responsible for all maintenance and repairs of the property pursuant to our lease, including compliance with the ADA and other similar laws or regulations, we could be held liable as the owner of the property for a failure of one of our tenants to comply with these laws or regulations.

Environmental Matters

Federal, state and local environmental laws and regulations regulate, and impose liability for, releases of hazardous or toxic substances into the environment. Under various of these laws and regulations, a current or previous owner, operator or tenant of real estate may be required to investigate and clean up hazardous or toxic substances, hazardous wastes or petroleum product releases or threats of releases at the property, and may be held liable to a government entity or to third parties for property damage and for investigation, clean-up and monitoring costs incurred by those parties in connection with the actual or threatened contamination. These laws may impose clean-up responsibility and liability without regard to fault, or whether the owner, operator or tenant knew of or caused the presence of the contamination. The liability under these laws may be joint and several for the full amount of the investigation, clean-up and monitoring costs incurred or to be incurred or actions to be undertaken, although a party held jointly and severally liable may seek to obtain contributions from other identified, solvent, responsible parties of their fair share toward these costs. These costs may be substantial and can exceed the value of the property. In addition, some environmental laws may create a lien on the contaminated site in favor of the government for damages and costs it incurs in connection with the contamination. As the owner or operator of real estate, we also may be liable under common law to third parties for damages and injuries resulting from environmental contamination emanating from the real estate. The presence of contamination, or the failure to properly remediate contamination, on a property may adversely affect the ability of the owner, operator or tenant to sell or rent that property or to borrow using the property as collateral and may adversely impact our investment in that property.

Some of our properties contain, have contained or are adjacent to or near other properties that have contained or currently contain storage tanks for the storage of petroleum products or other hazardous or toxic substances. Similarly, some of our properties were used in the past for commercial or industrial purposes, or are currently used for commercial purposes, that involve or involved the use of petroleum products or other hazardous or toxic substances or are adjacent to or near properties that have been or are used for similar commercial or industrial purposes. These operations create a potential for the release of petroleum products or other hazardous or toxic substances, and we could potentially be required to pay to clean up any contamination. In addition, environmental laws regulate a variety of activities that can occur on a property, including the storage of petroleum products or other hazardous or toxic substances, air emissions,

water discharges and exposure to lead-based paint. Such laws may impose fines or penalties for violations and may require permits or other governmental approvals to be obtained for the operation of a business involving such activities. As a result of the foregoing, we could be materially and adversely affected.

Environmental laws also govern the presence, maintenance and removal of asbestos-containing materials ("ACM"). Federal regulations require building owners and those exercising control over a building's management to identify and warn, through signs and labels, of potential hazards posed by workplace exposure to installed ACM in their building. The regulations also have employee training, record keeping and due diligence requirements pertaining to ACM. Significant fines can be assessed for violation of these regulations. As a result of these regulations, building owners and those exercising control over a building's management may be subject to an increased risk of personal injury lawsuits by workers and others exposed to ACM. The regulations may affect the value of a building containing ACM in which we have invested. Federal, state and local laws and regulations also govern the removal, encapsulation, disturbance, handling and/or disposal of ACM when those materials are in poor condition or in the event of construction, remodeling, renovation or demolition of a building. These laws may impose liability for improper handling or a release into the environment of ACM and may provide for fines to, and for third parties to seek recovery from, owners or operators of real properties for personal injury or improper work exposure associated with ACM.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Indoor air quality issues can also stem from inadequate ventilation, chemical contamination from indoor or outdoor sources and other biological contaminants such as pollen, viruses and bacteria. Indoor exposure to airborne toxins or irritants above certain levels can be alleged to cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold or other airborne contaminants at any of our properties could require us to undertake a costly remediation program to contain or remove the mold or other airborne contaminants from the affected property or increase indoor ventilation. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our tenants, employees of our tenants or others if property damage or personal injury occurs.

With respect to each of the properties in our initial portfolio, CTO has obtained Phase I environmental site assessments. We will obtain Phase I environmental assessments on all properties we acquire after the completion of this offering. Phase I environmental site assessments are limited in scope and therefore may not reveal all environmental conditions affecting a property. However, if recommended in the initial assessments, we may undertake additional assessments such as soil and/or groundwater samplings or other limited subsurface investigations and ACM or mold surveys to test for substances of concern. A prior owner or operator of a property or historic operations at our properties may have created a material environmental condition that is not known to us or the independent consultants preparing the site assessments. Material environmental conditions may have arisen after the review was completed or may arise in the future, and future laws, ordinances or regulations may impose material additional environmental liability. If environmental concerns are not satisfactorily resolved in any initial or additional assessments, we may obtain environmental insurance policies to insure against potential environmental risk or loss depending on the type of property, the availability and cost of the insurance and various other factors we deem relevant. Our ultimate liability for environmental conditions may exceed the policy limits on any environmental insurance policies we obtain, if any.

Generally, our leases require the lessee to comply with environmental law and provide that the lessee will indemnify us for any loss or expense we incur as a result of the lessee's violation of environmental law or the presence, use or release of hazardous materials on our property attributable to the lessee. If our lessees do not comply with environmental law, or we are unable to enforce the indemnification obligations of our lessees, our results of operations would be adversely affected.

We cannot predict what other environmental legislation or regulations will be enacted in the future, how existing or future laws or regulations will be administered or interpreted or what environmental conditions may be found to exist on our properties in the future. Compliance with existing and new laws and regulations may require us or our tenants to spend funds to remedy environmental problems. If we or our tenants were to become subject to significant environmental liabilities, we could be materially and adversely affected.

MANAGEMENT

Our Executive Officers, Directors and Director Nominees

Upon the completion of this offering, the concurrent CTO private placement and the formation transactions, our board of directors will consist of five directors, including the four independent director nominees named below who will become directors upon completion of this offering. Each of our directors is elected by our stockholders to serve until the next annual meeting of our stockholders and until his or her successor is duly elected and qualifies. Of the five directors, we expect that our board of directors will determine that each of them other than Mr. Albright will be considered independent in accordance with the requirements of the NYSE. The first annual meeting of our stockholders after this offering will be held in 2020. Our charter and bylaws provide that a majority of the entire board of directors may at any time increase or decrease the number of directors. However, unless our charter and bylaws are amended, the number of directors may never be less than the minimum number required by the MGCL nor more than 15. Executive officers serve at the pleasure of our board of directors.

The following table sets forth certain information concerning the individuals who will be our directors and executive officers upon the completion of this offering:

Name	Age	Position with Our Company
John P. Albright	53	President and Chief Executive Officer; Director
Mark E. Patten	55	Senior Vice President, Chief Financial Officer and Treasurer
Steven R. Greathouse	41	Senior Vice President, Investments
Daniel E. Smith	54	Senior Vice President, General Counsel and Corporate Secretary
Mark O. Decker, Jr.	43	Independent Director*
M. Carson Good	58	Independent Director*
Andrew C. Richardson	53	Independent Director*
Jeffrey S. Yarckin	57	Independent Director*

* Will become a director of our company upon completion of this offering.

The following sets forth biographical information concerning our executive officers, directors and director nominees.

John P. Albright has served as our President and Chief Executive Officer and a member of our board of directors since our formation in August 2019. Mr. Albright has served as President and Chief Executive Officer of CTO since August 1, 2011 and as a director of CTO since 2012. Prior to joining CTO, Mr. Albright was the Co-Head and Managing Director of Archon Capital, a Goldman Sachs Company located in Irving, Texas. Prior to that, he was the Executive Director, Merchant Banking-Investment Management for Morgan Stanley. Prior to Morgan Stanley, Mr. Albright was Managing Director and Officer of Crescent Real Estate Equities, a publicly traded REIT based in Fort Worth, Texas. We believe that Mr. Albright's experience involving various aspects of investment, lending and development of commercial properties, as well as real estate investment banking, brings important and valuable skills to our board of directors.

Mark E. Patten has served as our Senior Vice President, Chief Financial Officer and Treasurer since our formation in August 2019. Mr. Patten has served as Senior Vice President and Chief Financial Officer of CTO since April 16, 2012. Mr. Patten also previously served as Executive Vice President and Chief Financial Officer of Legacy Healthcare Properties Trust Inc. and held the same

positions with Simply Self Storage. Mr. Patten served as Senior Vice President and Chief Accounting Officer of CNL Hotels & Resorts, Inc., a public non-traded lodging REIT, from January 2004 until the sale of the company in April 2007. Mr. Patten began his career at KPMG where he spent twelve years and was elected into the partnership in 1997.

Steven R. Greathouse has served as our Senior Vice President, Investments since our formation in August 2019. Mr. Greathouse has served as Senior Vice President, Investments of CTO since January 3, 2012. Mr. Greathouse most recently served as the Director of Finance at N3 Real Estate, a single-tenant triple net property developer. Prior to that, he was a Senior Associate, Merchant Banking-Investment Management for Morgan Stanley and Crescent Real Estate Equities, a publicly traded REIT based in Fort Worth, Texas.

Daniel E. Smith has served as our Senior Vice President, General Counsel and Corporate Secretary since our formation in August 2019. Mr. Smith has served as Senior Vice President, General Counsel and Corporate Secretary of CTO since October 22, 2014. Mr. Smith most recently served as Vice President-Hospitality and Vice President and Associate General Counsel at Goldman Sachs & Co. Prior to that, he spent ten years at Crescent Real Estate Equities, a publicly traded REIT based in Fort Worth, Texas, where he held several positions in the legal department, most recently as Senior Vice President and General Counsel.

Mark O. Decker, Jr., a nominee to our board of directors, is currently the President, Chief Executive Officer and Chief Investment Officer and a member of the board of trustees of Investors Real Estate Trust, an NYSE-listed REIT focused on the ownership, management, acquisition, development and redevelopment of apartment communities. He has served in this capacity since April 2017. From August 2016 to April 2017, he served as the President and Chief Investment Officer of Investors Real Estate Trust. From 2011 to 2016, Mr. Decker served as Managing Director and U.S. Group Head of Real Estate Investment and Corporate Banking at BMO Capital Markets, the North American-based investment banking subsidiary of the Canadian Bank of Montreal. Prior to that, he served as Managing Director with Morgan Keegan & Company, Inc., a brokerage firm and investment banking business, from February 2011 to September 2011, and worked with Robert W. Baird & Co. Incorporated, an employee-owned international wealth management, capital markets, private equity and asset management firm with offices in the United States, Europe and Asia, from 2004 to 2011, where he last served as Managing Director, Real Estate Investment Banking. Mr. Decker received a B.A. in history from the College of William & Mary. We believe that Mr. Decker’s experience, including capital markets and strategic planning, familiarity with the various real estate markets in which the Company operates and extensive contacts through his years in real estate investment banking, brings important and valuable skills to our board of directors.

M. Carson Good, a nominee to our board of directors, is currently the President of Good Capital Group, a private real estate investment company that structures and provides capital to operators and makes direct investments in assets in Florida. He has served in this capacity since 1989. From 2010 to 2019, Mr. Good also served as Managing Director and Florida Broker of Record for Jones Lang LaSalle, a Fortune 500 global real estate services company. Mr. Good has spent 30 years in commercial real estate, developing, operating, managing and brokering triple net leased buildings, shopping centers and mixed-use projects. Mr. Good has overseen human resources, property management accounting and complex recapitalizations. Mr. Good serves as the Vice Chairman of the Greater Orlando Aviation Authority, which operates a $600 million a year budget and is now building a $4 billion expansion to the main airport. Mr. Good also serves on the board of directors of the University of Florida’s real estate school, has served as Chairman of the Orange County Planning and Zoning Commission, and has been honored by Florida Governor Ron DeSantis to serve on both his Inauguration and Economic Transition Committees. Mr. Good

received undergraduate degrees in English literature and business administration from Florida State University and an M.B.A. from Rollins College. We believe Mr. Good's experience involving real estate operating, managing and financing, brings important and valuable skills to our board of directors.

Andrew C. Richardson, a nominee to our board of directors, is currently the Chief Operating Officer of Waypoint Real Estate Investments, a private real estate investment firm focused on the U.S. residential sector. He has held this position since May 2019. Previously, Mr. Richardson served as the Chief Financial Officer and President of Land and Development of iStar, Inc., an NYSE-listed REIT, and as the Chief Financial Officer of Safehold Inc., an NYSE-listed ground lease REIT that is externally managed by iStar, from March 2018 to May 2019. Mr. Richardson also served as the Chief Financial Officer of The Howard Hughes Corporation, an NYSE-listed company that owns, manages and develops commercial, residential and mixed-use real estate throughout the U.S., from 2011 to 2016 and as the Chief Financial Officer of NorthStar Realty Finance Corp., an NYSE-listed real estate finance company, from 2006 to 2011. Prior to NorthStar, Mr. Richardson served as an Executive Vice President and Head of Capital Markets at iStar from 2000 to 2006. Mr. Richardson holds a B.B.A. in accountancy from the University of Notre Dame and an M.B.A. from the University of Chicago. We believe Mr. Richardson's extensive public company experience in the real estate finance and land development sectors brings important and valuable skills to our board of directors.

Jeffrey S. Yarckin, a nominee to our board of directors, is currently the President and Chief Operating Officer and a co-founder of TriGate Capital, LLC, a real estate private equity firm. He has served in this capacity since 2007. Previously, Mr. Yarckin served as Co-President and Chief Executive Officer of ORIX Capital Markets, LLC, the proprietary trading, investment and asset management arm of ORIX USA Corporation, from 2004 to 2007. Mr. Yarckin also served in various capacities at Lone Star Funds, a private equity firm that invests opportunistically worldwide in real estate equity and credit, from 1993 to 2003. Mr. Yarckin received a B.S. in economics from The Wharton School at the University of Pennsylvania and an M.B.A. from The Amos Tuck School of Business Administration at Dartmouth College. We believe Mr. Yarckin's experience in real estate investing, as well as his real estate private equity experience and relationships within the real estate industry, brings important and valuable skills to our board of directors.

Family Relationships

There are no family relationships among any of our directors or executive officers.

Corporate Governance Profile

We have structured our corporate governance in a manner we believe closely aligns our interests with those of our stockholders. Notable features of our corporate governance structure include the following:

- our board of directors is not classified, with each of our directors subject to election annually, and we may not elect to be subject to the elective provision of the MGCL that would classify our board of directors without the affirmative vote of a majority of the votes cast on the matter by stockholders entitled to vote generally in the election of directors;

- we will have fully independent audit, compensation and nominating and corporate governance committees as of the consummation of this offering;

- we anticipate that at least one of our directors will qualify as an "audit committee financial expert" as defined by the SEC;

- we have opted out of the business combination and control share acquisition statutes in the MGCL; and

- we do not have a stockholder rights plan, and we will not adopt a stockholder rights plan in the future without (a) the approval of our stockholders or (b) seeking ratification from our stockholders within 12 months of adoption of the plan if the board of directors determines, in the exercise of its duties under applicable law, that it is in our best interest to adopt a rights plan without the delay of seeking prior stockholder approval.

Our directors will stay informed about our business by attending meetings of our board of directors and the committees on which they serve and through supplemental reports and communications. Our independent directors are expected to meet regularly in executive sessions without the presence of our corporate officers or non-independent directors.

Director Independence

We expect our board of directors to determine that each of Messrs. Decker, Good, Richardson and Yarckin is an "independent director" as such term is defined by the applicable rules and regulations of the NYSE.

Board Structure

Upon the completion of this offering, our board of directors will consist of five members. Our charter and bylaws provide that our board of directors will consist of such number of directors as may from time to time be fixed by our board of directors.

Each director will hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal (each director may be removed only with cause by the affirmative vote of the stockholders entitled to cast at least two-thirds of the votes entitled to be cast generally in the election of directors). Vacancies on the board of directors may be filled at any time by the remaining directors, even if the remaining directors do not constitute a quorum.

At any meeting of the board of directors, except as otherwise required by law, a majority of the total number of directors then in office will constitute a quorum for all purposes.

Our board of directors is not divided into classes with staggered terms, and each of our directors is subject to re-election annually.

Board Leadership Structure

We have adopted, as part of the charter of the nominating and corporate governance committee, a policy that the chairman of our board of directors be an independent director. Our board believes that this is the most appropriate leadership structure for our company, because having the board of directors operate under the leadership and direction of someone independent from management provides the board of directors with the most effective mechanism to fulfill its oversight responsibilities and hold management accountable for the performance of our company. It also allows our chief executive officer to focus his time on running our day-to-day business. The chairman of the board is appointed annually by a majority of our independent directors. Following the completion of this offering, , an independent director, will serve as the chairman of our board.

Role of Our Board of Directors in Risk Oversight

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors administers this oversight function directly, with support from its three standing committees, the audit committee, the nominating and corporate governance committee and the compensation committee, each of which addresses risks specific to its respective areas of oversight. In particular, as more fully described below, our audit committee has the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements, in addition to oversight of the performance of our internal audit function. Our nominating and corporate governance committee provides oversight with respect to corporate governance and ethical conduct and monitors the effectiveness of our corporate governance guidelines, including whether such guidelines are successful in preventing illegal or improper liability-creating conduct. Our compensation committee assesses and monitors whether any of our compensation policies and programs has the potential to encourage excessive risk-taking.

Board Committees

Upon the completion of this offering, our board of directors will have three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee. The principal functions of each committee are briefly described below. Additionally, our board of directors may from time to time establish other committees to facilitate the board's oversight of management of the business and affairs of our company. The charter of each committee will be available on our website at *www.alpinereit.com* upon the completion of this offering. Our website is not part of this prospectus or the registration statement of which this prospectus forms a part.

Audit Committee

In connection with this offering, our board of directors will adopt an audit committee charter, which will define the audit committee's principal functions, including oversight related to:

- our accounting and financial reporting processes;
- the integrity of our financial statements and financial reporting process;
- our systems of disclosure controls and procedures and internal control over financial reporting;
- our compliance with financial, legal and regulatory requirements;
- the evaluation of the qualifications, independence and performance of our independent registered public accounting firm;
- the performance of our internal audit functions; and
- our overall risk exposure and management.

The audit committee will also be responsible for engaging, evaluating, compensating and overseeing an independent registered public accounting firm, reviewing with the independent

registered public accounting firm the plans for and results of the audit engagement, approving services that may be provided by the independent registered public accounting firm, including audit and non-audit services, reviewing the independence of the independent registered public accounting firm, considering the range of audit and non-audit fees and reviewing the adequacy of our internal accounting controls. The audit committee also will prepare the audit committee report required by SEC regulations to be included in our annual report.

Upon the completion of this offering, our audit committee will be composed of , and . will serve as chair of our audit committee. Our board of directors is expected to affirmatively determine that (i) qualifies as an "audit committee financial expert" as such term has been defined by the SEC in Item 407(d)(5) of Regulation S-K and (ii) each member of our audit committee is "financially literate" as that term is defined by NYSE listing standards and meets the definition for "independence" for the purposes of serving on our audit committee under NYSE listing standards and Rule 10A-3 under the Exchange Act.

Compensation Committee

In connection with this offering, our board of directors will adopt a compensation committee charter, which will define the compensation committee's principal functions, to include:

- overseeing any equity-based remuneration plans and programs;
- determining from time to time the remuneration for our non-executive directors; and
- preparing compensation committee reports.

The compensation committee shall have the authority, in its sole discretion, to retain or obtain the advice of a compensation consultant, legal counsel or other adviser as it deems appropriate. The committee may form and delegate authority to subcommittees consisting of one or more members when it deems appropriate. Upon the completion of this offering, our compensation committee will be composed of , and . will serve as chair of our compensation committee. Our board of directors is expected to affirmatively determine that each member of our compensation committee meets the definition for "independence" for the purpose of serving on our compensation committee under applicable rules of the NYSE and each member of our compensation committee meets the definition of a "non-employee director" for the purpose of serving on our compensation committee under Rule 16b-3 under the Exchange Act.

Nominating and Corporate Governance Committee

In connection with this offering, our board of directors will adopt a nominating and corporate governance committee charter, which will define the nominating and corporate governance committee's principal functions, to include:

- identifying individuals qualified to become members of our board of directors and ensuring that our board of directors has the requisite expertise and that its membership consists of persons with sufficiently diverse and independent backgrounds;
- developing, and recommending to the board of directors for its approval, qualifications for director candidates and periodically reviewing these qualifications with the board of directors;
- reviewing the committee structure of the board of directors and recommending directors to serve as members or chairs of each committee of the board of directors;

- reviewing and recommending committee slates annually and recommending additional committee members to fill vacancies as needed;
- developing and recommending to the board of directors a set of corporate governance guidelines applicable to us and, at least annually, reviewing such guidelines and recommending changes to the board of directors for approval as necessary; and
- overseeing the annual self-evaluations of the board of directors and management.

Upon the completion of this offering, the nominating and corporate governance committee will be composed of , and . will serve as chair of our nominating and corporate governance committee. Our board of directors is expected to affirmatively determine that each member of our nominating and corporate governance committee meets the definition of independence under NYSE listing standards.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves, or in the past has served, as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of any entity that has one or more executive officers who serve as members of our board of directors or our compensation committee. None of the members of our compensation committee is, or has ever been, an officer or employee of our company.

Director Compensation

We intend to approve and implement a compensation program for our directors who are not officers or employees of our Manager or CTO that will consist of annual cash retainer fees and long-term equity awards. Each non-employee director will receive an annual retainer of $50,000 (prorated for partial-year terms, as applicable), as compensation for service as a director. In addition, the chairman of the board will receive an additional retainer of $15,000 for serving in such capacity. Each non-employee director may elect to receive his or her annual retainer in shares of our common stock rather than cash. Directors who are officers or employees of CTO, our Manager or any of their affiliates will not receive compensation for serving on our board of directors. Our directors will not be paid meeting fees for our board meetings or the meetings of the committees of the board. All retainers are paid quarterly in arrears.

In connection with this offering, we anticipate granting restricted shares of our common stock to our non-employee directors under the Individual Equity Incentive Plan. Each of Messrs. Decker, Good, Richardson and Yarckin will receive an award of 2,000 restricted shares of our common stock on the closing date of this offering. The restricted shares will vest in substantially equal installments on each of the first, second and third anniversaries of the closing date of this offering.

Executive Compensation

Because our management agreement provides that our Manager is responsible for managing our affairs, our President and Chief Executive Officer and each of our other executive officers, all of whom are executive officers of CTO, do not receive cash compensation from us for serving as our executive officers or a director, as applicable. Instead, we will pay our Manager the management fees described in “Our Manager and the Management Agreement—Management Agreement” and, subject to the discretion of the compensation committee of our board of directors, we may also grant our executive officers and Manager and individuals who provide services to us equity based awards pursuant to our Equity Incentive Plans described below.

Equity Incentive Plans

Prior to the completion of this offering, we will adopt the Individual Equity Incentive Plan and the Manager Equity Incentive Plan, which are collectively referred to herein as the Equity Incentive Plans, to provide equity incentive opportunities to members of our Manager's management team and employees who perform services for us, our independent directors, advisers, consultants and other personnel, either individually or via grants of incentive equity to our Manager. Our Equity Incentive Plans provide for grants of stock options, stock appreciation rights ("SARs"), stock awards, restricted stock units, cash awards, dividend equivalent rights, other equity-based awards, including long-term incentive plan ("LTIP") units, and incentive awards. The Individual Equity Incentive Plan is intended to provide a means through which our directors, officers, employees, consultants and advisors of us and our affiliates, as well as employees of the Manager and its affiliates who are providing services to us and our affiliates, can acquire and maintain an equity interest in us or be paid incentive compensation. The Manager Equity Incentive Plan is intended to provide a means through which our Manager and its affiliates can acquire and maintain an equity interest in us, thereby strengthening their commitment to the welfare of our company and aligning their interests with those of our stockholders. This summary does not purport to be a complete description of all of the anticipated provisions of the Equity Incentive Plans and is qualified in its entirety by reference to the Individual Equity Incentive Plan and the Manager Equity Incentive Plan, a copy of each of which is filed as an exhibit to this registration statement.

Except for the grant of an aggregate of 8,000 restricted shares of our common stock, subject to vesting requirements, to our non-employee directors, we do not intend to make any grants under our Equity Incentive Plans in connection with this offering. Any future grants under our Equity Incentive Plans will be approved by the independent members of our board of directors' compensation committee.

Administration

The Equity Incentive Plans are administered by our board of directors or a committee thereof, either of which we refer to herein as the "committee." Our board of directors has designated the compensation committee to administer the Equity Incentive Plans. The committee has broad discretion to administer the Equity Incentive Plans, including the power to determine the eligible persons to whom awards are granted, the number and type of awards to be granted and the terms and conditions of awards. The committee may also condition the vesting, settlement or exercise of an award on achievement of one or more performance goals, accelerate the vesting or exercise of any award and make all other determinations and to take all other actions necessary or advisable for the administration of the Equity Incentive Plans.

Share Limits

The total number of shares of common stock that may be subject to awards under our Equity Incentive Plans in the aggregate will be equal to approximately 7.5% of the issued and outstanding shares of our common stock upon the completion of this offering (on a fully-diluted basis and including shares of common stock issued upon exercise of the underwriters' option to purchase additional shares) in the aggregate (the "Share Pool"). On January 1, 2020 and January 1 of each calendar year occurring thereafter and prior to the expiration of the Equity Incentive Plans, the Share Pool will automatically be increased by an amount equal to approximately 1.5% of the total number of shares of our outstanding common stock (on a fully-diluted basis as of the close of business on the immediately preceding December 31).

If an award granted under our Equity Incentive Plans expires, is forfeited or terminates, the shares of our common stock subject to any portion of the award that expires, is forfeited or

terminates without having been exercised or paid, as the case may be, will again become available for the issuance of additional awards. Shares of stock (i) surrendered or withheld in payment of the exercise price or taxes related to an award and (ii) covered by a SAR (without regard to the number of shares actually issued upon the exercise of such SAR) will not again be available for award under the plan. Unless previously terminated by our board of directors, no new award may be granted under our Equity Incentive Plans after the tenth anniversary of the earlier of the date that such plan was approved by our board of directors or the holders of our common stock. The maximum aggregate compensation, including cash compensation and the grant date fair value of awards granted under the Individual Equity Incentive Plan, to a non-employee director will not exceed $300,000 in any single calendar year.

Awards Under the Plan

Stock Options. The committee may grant incentive stock options under the Individual Equity Incentive Plan and options that do not qualify as incentive stock options under both Equity Incentive Plans, except that incentive stock options may only be granted to persons who are our employees or employees of one of our subsidiaries, in accordance with Section 422 of the Code. The exercise price of a stock option cannot be less than 100% of the fair market value of a share of our common stock on the date on which the option is granted and the option must not be exercisable for longer than ten years following the date of grant. In the case of an incentive stock option granted to an individual who owns (or is deemed to own) at least 10% of the total combined voting power of all classes of our capital stock, the exercise price of the stock option must be at least 110% of the fair market value of a share of our common stock on the date of grant and the option must not be exercisable more than five years from the date of grant.

Stock Appreciation Rights. A SAR is the right to receive an amount equal to the excess of the fair market value of one share of our common stock on the date of exercise over the grant price of the SAR. The grant price of a SAR cannot be less than 100% of the fair market value of a share of our common stock on the date on which the SAR is granted. The term of a SAR may not exceed ten years from the date of grant. SARs may be granted in connection with, or independent of, a stock option. SARs may be paid in cash, common stock or a combination of cash and common stock, as determined by the committee.

Stock Awards. A stock award may be in the form of restricted stock or unrestricted shares of our common stock, in each case, on terms and conditions determined by the committee. Restricted stock is a grant of shares of common stock subject to the restrictions on transferability and risk of forfeiture imposed by the committee. In the discretion of the committee, dividends distributed prior to vesting may be subject to the same restrictions and risk of forfeiture as the restricted stock with respect to which the distribution was made.

Restricted Stock Units. A restricted stock unit is a right to receive cash, common stock or a combination of cash and common stock at the end of a specified period equal to the fair market value of one share of our common stock on the date of vesting. Restricted stock units may be subject to the restrictions, including a risk of forfeiture, imposed by the committee.

Cash Awards. Our Equity Incentive Plans permit the grant of awards denominated in and settled in cash as an element of or supplement to, or independent of, any award under the Equity Incentive Plans.

Dividend Equivalents. A dividend equivalent is a right to receive (or have credited) the equivalent value (in cash or shares of common stock) of dividends paid on shares of common stock otherwise subject to an award. The committee may provide that amounts payable with respect to

dividend equivalents shall be converted into cash or additional shares of common stock, provided, however, that the dividend equivalents shall be subject to the same restrictions on vesting and forfeiture as apply to the underlying award to which such dividend equivalents relate. The committee will establish all other limitations and conditions of awards of dividend equivalents as it deems appropriate.

Other Equity-Based Awards. Our Equity Incentive Plans authorize the granting of other awards based upon shares of our common stock (including the grant of securities convertible into shares of common stock and the grant of LTIP units), subject to terms and conditions established at the time of grant. LTIP units are awards of units of our Operating Partnership intended to constitute "profits interests" within the meaning of the relevant IRS guidance, which may be convertible on a one-for-one basis into OP units. See "Description of the Partnership Agreement of Alpine Income Property OP, LP—LTIP Units."

Incentive Awards. An incentive award entitles the participant to receive a single lump sum payment in cash, common stock or a combination of cash and common stock, as determined by the committee, on terms and conditions established by the committee.

Change in Control

Under our Equity Incentive Plans, a change in control is defined as: (i) the acquisition of more than 50% of our then outstanding voting securities by any person or group or (ii) the approval by the shareholders and the consummation of any of the following events: (a) a plan of liquidation or the sale or disposition of all or substantially all of our assets; (b) a merger, consolidation or statutory share exchange where our stockholders immediately prior to such event hold less than 50% of the voting power of the surviving or resulting entity; or (c) during any consecutive twelve calendar month period, the members of our board of directors at the beginning of such period, the "incumbent directors," cease for any reason to constitute at least a majority of the members of our board (for these purposes, any director whose election or nomination for election was approved or ratified by a vote of at least two-thirds of the incumbent directors shall be deemed to be an incumbent director).

Upon a change in control, and certain other corporate events, the committee may make such adjustments as it determines are necessary or appropriate in light of the change in control to prevent dilution or enlargement of the rights of participants in our Equity Incentive Plans. The committee may, in its sole discretion, provide for immediate and full vesting of an award upon the occurrence of a change in control.

Amendments and Termination

The committee may amend or terminate the Equity Incentive Plans at any time, subject to stockholder approval if required by applicable law, rule or regulation, including the rules of the stock exchange on which our shares of common stock are listed. However, no amendment may adversely impair the rights of a participant under a previously granted award without the participant's consent.

Code of Business Conduct and Ethics

Upon the completion of this offering, our board of directors will adopt a code of business conduct and ethics that applies to the employees, officers and directors of our company, our Manager and any affiliates of our Manager. Among other matters, our code of business conduct and ethics will be designed to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely and understandable disclosure in our SEC reports and other public communications;
- compliance with applicable governmental laws, rules and regulations;
- prompt internal reporting of violations of the code to appropriate persons identified in the code; and
- accountability for adherence to the code of business conduct and ethics;

Any waiver of the code of business conduct and ethics for our directors or executive officers must be approved by a majority of our independent directors, and any such waiver shall be promptly disclosed as required by law and NYSE regulations.

Additionally, our charter provides that, to the maximum extent permitted by Maryland law, each of CTO, its affiliates, each of their representatives, and each of our directors or officers who is also an officer, employee, agent, affiliate or designee of CTO or any of CTO's affiliates has the right to, and has no duty not to, (x) directly or indirectly engage in the same or similar business activities or lines of business as us, including those deemed to be competing with us, or (y) directly or indirectly do business with any of our clients, customers or suppliers. In the event that CTO or any of its affiliates or employees, or any of their representatives or designees, acquires knowledge of a potential transaction or matter that may be a corporate opportunity for us, CTO, its affiliates and employees and any of their representatives or designees shall have no duty to communicate or present such corporate opportunity to us or any of our affiliates and shall not be liable to us or any of our affiliates, subsidiaries, stockholders or other equity holders for breach of any duty by reason of the fact that CTO or any of its affiliates or employees, or any of their representatives or designees, directly or indirectly, pursues or acquires such opportunity for themselves, directs such opportunity to another person, or does not present such opportunity to us or any of our affiliates; provided, however, that such corporate opportunity is not presented to such person in his or her capacity as a director or officer of us.

Indemnification

We intend to enter into indemnification agreements with each of our directors and executive officers that will obligate us to indemnify them to the maximum extent permitted by Maryland law as discussed under "Certain Provisions of Maryland Law and of Our Charter and Bylaws—Limitation of Liability and Indemnification of Directors and Officers." The indemnification agreements will provide that, if a director or executive officer is a party to, or witness in, or is threatened to be made a party to, or witness in, any proceeding by reason of his or her service as a director, officer, employee or agent of our company or as a director, officer, partner, member, manager, fiduciary, employee, agent or trustee of any other foreign or domestic corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that he or she is or was serving in such capacity at our request, or the request of our Manager, we must indemnify the director or executive officer for all expenses

and liabilities actually and reasonably incurred by him or her, or on his or her behalf, to the maximum extent permitted under Maryland law, including in any proceeding brought by the director or executive officer to enforce his or her rights under the indemnification agreement, to the extent provided by the agreement. The indemnification agreements will also require us to advance reasonable expenses incurred by the indemnitee within ten days of the receipt by us of a statement from the indemnitee requesting the advance, provided the statement evidences the expenses and is accompanied or preceded by:

- a written affirmation of the indemnitee's good faith belief that he or she has met the standard of conduct necessary for indemnification; and
- a written undertaking, which may be unsecured, by the indemnitee or on his or her behalf to repay the amount paid if it shall ultimately be established that the standard of conduct has not been met.

The indemnification agreements will also provide for procedures for the determination of entitlement to indemnification, including requiring such determination be made by independent counsel after a change of control of us.

Our charter obligates us, to the maximum extent permitted by Maryland law, to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (i) any of our present or former directors or officers who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity or (ii) any individual who, while serving as our director or officer and at our request, serves or has served as a director, officer, partner, member, manager or trustee of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise and who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity, as discussed under "Certain Provisions of Maryland Law and of Our Charter and Bylaws —Limitation of Liability and Indemnification of Directors and Officers."

In addition, our directors and officers may be entitled to indemnification pursuant to the terms of the partnership agreement of our Operating Partnership. See "Description of the Partnership Agreement of Alpine Income Property OP, LP—Indemnification and Limitation of Liability."

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

OUR MANAGER AND THE MANAGEMENT AGREEMENT

Our Manager

We are externally managed and advised by our Manager pursuant to a management agreement. “See — Management Agreement.” Our Manager was formed in August 2019 to serve as a service provider to us.

CTO is the sole member of our Manager. Upon the completion of this offering, the concurrent CTO private placement and the formation transactions, CTO will own approximately 4.8% of our outstanding common stock (approximately 17.6% assuming the OP units issuable to CTO in the formation transactions are exchanged for shares of our common stock on a one-for-one basis). We believe CTO’s equity ownership in our company aligns the interests of CTO and our Manager with those of our stockholders.

Our Manager’s Senior Leadership Team

The following table sets forth certain information with respect to the individuals who, upon completion of this offering, will serve as our executive officers. All of these individuals are executive officers of CTO and provided to us by our Manager pursuant to the management agreement. All of our executive officers are employees of CTO.

Name	Age	Position with Our Company	Position with CTO
John P. Albright	53	President and Chief Executive Officer; Director	President and Chief Executive Officer; Director
Mark E. Patten	55	Senior Vice President, Chief Financial Officer and Treasurer	Senior Vice President and Chief Financial Officer
Steven R. Greathouse	41	Senior Vice President, Investments	Senior Vice President, Investments
Daniel E. Smith	54	Senior Vice President, General Counsel and Corporate Secretary	Senior Vice President, General Counsel and Corporate Secretary

For biographical information concerning these executive officers, see “Management—Our Executive Officers, Directors and Director Nominees.”

Management Agreement

Upon completion of this offering, we will enter into a management agreement with our Manager. Pursuant to the terms of the management agreement, our Manager manages, operates and
administers our day-to-day operations, business and affairs, subject to the direction and supervision of our board of directors and in accordance with the investment guidelines approved and monitored by our board of directors. Our Manager is subject to the direction and oversight of our board of directors. In particular, under the management agreement, our Manager has agreed to use commercially reasonable efforts to:

- serve as our consultant with respect to the periodic review of the investment guidelines and other policies and criteria for our other borrowings and our operations;

- investigate, analyze and select possible investment opportunities and originate, acquire, structure, finance, retain, sell, negotiate for prepayment, restructure or dispose of investments consistent with the investment guidelines and make representations and warranties in connection therewith;

- with respect to any prospective investment by us and any sale, exchange or other disposition of any investment by us, conduct negotiations on our behalf with sellers and purchasers and their respective agents, representatives and investment bankers and owners of privately and publicly held real estate companies;

- engage and supervise, on our behalf and at our sole cost and expense, third party service providers who provide legal, accounting, due diligence, transfer agent, registrar, property management and maintenance services, leasing services, master servicing, special servicing, banking, investment banking, mortgage brokerage, real estate brokerage, securities brokerage and other financial services and such other services as may be required relating to investments or potential investments and to our other business and operations;

- coordinate and supervise, on our behalf and at our sole cost and expense, other third party service providers;

- coordinate and manage operations of any joint venture or co-investment interests held by us and conduct all matters with any joint venture or co-investment partners;

- provide executive and administrative personnel, office space and office services required in rendering services to us;

- administer our day-to-day operations and perform and supervise the performance of such other administrative functions necessary to our management as may be agreed upon by our Manager and our board of directors, including, without limitation, the collection of revenues and the payment of our debts and obligations;

- in connection with our subsequent, on-going obligations under the Sarbanes-Oxley Act and the Exchange Act, engage and supervise, on our behalf and at our sole cost and expense, third-party consultants and other service providers to assist us in complying with the requirements of the Sarbanes-Oxley Act and the Exchange Act;

- communicate on our behalf with the holders of any of our equity or debt securities as required to satisfy the reporting and other requirements of any governmental bodies or agencies or trading markets and to maintain effective relations with such holders;

- counsel us in connection with policy decisions to be made by our board of directors;

- counsel us, and when appropriate, evaluate and make recommendations to our board of directors regarding hedging and financing strategies and engage in hedging, financing and borrowing activities on our behalf, consistent with the investment guidelines;

- counsel us regarding the qualification and maintenance of our status as a REIT and monitor compliance with the various REIT qualification tests and other rules set out in the Code and the Treasury Regulations;

- counsel us regarding the maintenance of our exclusion from status as an investment company under the Investment Company Act and monitor compliance with the requirements for maintaining such exclusion and use commercially reasonable efforts to cause us to maintain such exclusion from status as an investment company under the Investment Company Act;

- assist us in developing criteria for asset purchase commitments that are specifically tailored to our investment objectives and make available to us our Manager’s knowledge and experience with respect to single-tenant commercial real estate and operations;

- furnish such reports to us or our board of directors that our Manager reasonably determines to be responsive to reasonable requests for information from us or our board of directors regarding our activities and services performed for us by our Manager;
- monitor the operating performance of our investments and provide periodic reports with respect thereto to our board of directors, including comparative information with respect to such operating performance and budgeted or projected operating results;
- purchase assets (including investing in short-term investments pending the purchase of other investments, payment of fees, costs and expenses, or distributions to our stockholders), and advise us as to our capital structure and capital raising;
- cause us to retain, at our sole cost and expense, qualified independent accountants and legal counsel, as applicable, to assist in developing appropriate accounting procedures, compliance procedures and testing systems with respect to financial reporting obligations and compliance with the provisions of the Code and the Treasury Regulations applicable to REITs and taxable REIT subsidiaries, and conduct quarterly compliance reviews with respect thereto;
- cause us to qualify to do business in all applicable jurisdictions and to obtain and maintain all appropriate licenses;
- assist us in complying with all regulatory requirements applicable to us in respect of our business activities, including preparing or causing to be prepared all financial statements required under applicable regulations and contractual undertakings and all reports and documents, if any, required under the Exchange Act and the Securities Act;
- take all necessary actions to enable us to make required tax filings and reports and compliance with the provisions of the Code and Treasury Regulations applicable to us, including the provisions applicable to our qualification as a REIT for U.S. federal income tax purposes;
- handle and resolve all claims, disputes or controversies (including all litigation, arbitration, settlement or other proceedings or negotiations) in which we may be involved or to which we may be subject arising out of our day-to-day operations, subject to such limitations or parameters as may be imposed from time to time by our independent directors;
- use commercially reasonable efforts to cause expenses incurred by or on behalf of us to be commercially reasonable or commercially customary and within any budgeted parameters or expense guidelines set by our independent directors from time to time;
- advise on, and obtain on behalf of us, appropriate credit facilities or other financings for our investments consistent with the investment guidelines;
- advise us with respect to offering and selling securities publicly or privately in connection with our financing strategy and capital requirements;
- perform such other services as may be required from time to time for management and other activities relating to our assets as our board of directors shall reasonably request or our Manager shall deem appropriate under the particular circumstances; and
- use commercially reasonable efforts to cause us to comply with all applicable laws.

Pursuant to the management agreement, our Manager must devote sufficient resources to our administration to discharge its duties under the management agreement.

Term; Termination and Termination Fee

The initial term of the management agreement will expire on the fifth anniversary of the closing date of this offering and will automatically renew for an unlimited number of successive one-year periods thereafter, unless the agreement is not renewed or is terminated in accordance with its terms.

Our independent directors will review our Manager's performance and the management fees annually and, following the initial term, the management agreement may be terminated annually upon the affirmative vote of two-thirds of our independent directors or upon a determination by the holders of a majority of the outstanding shares of our common stock, based upon (i) unsatisfactory performance that is materially detrimental to us or (ii) a determination that the management fees payable to our Manager are not fair, subject to our Manager's right to prevent such termination due to unfair fees by accepting a reduction of management fees agreed to by two-thirds of our independent directors. We must provide 120 days' prior notice of any such termination.

Upon the direction of a majority of our independent directors, we may also terminate the management agreement for cause at any time, including during the initial term, without the payment of any termination fee, with 30 days' prior written notice from our board of directors. A termination for cause will be defined as:

- the continued breach by our Manager, its agents or its assignees of any material provision of the management agreement following a period of 30 days after written notice thereof specifying such breach and requesting that the same be remedied in such 30-day period (or 45 days after written notice of such breach if our Manager, under certain circumstances, has taken steps to cure such breach within 30 days of the written notice);

- the commencement of any proceeding relating to the bankruptcy or insolvency of our Manager, including an order for relief in an involuntary bankruptcy case or our Manager authorizing or filing a voluntary bankruptcy petition;

- any change of control of our Manager or CTO;

- our Manager committing fraud against us, misappropriating or embezzling our funds or acting, or failing to act, in a manner constituting bad faith, willful misconduct, gross negligence or reckless disregard in the performance of our Manager's duties under the management agreement; or

- the dissolution of our Manager.

During the initial term of the management agreement, we may not terminate the management agreement except for cause.

Our Manager may terminate the management agreement effective upon 60 days' prior written notice of termination to us in the event that we default in the performance of any material term, condition or covenant contained in the management agreement and such default continues for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30-day period, in which case we would be required to pay our Manager the termination fee described below.

Our Manager may terminate the management agreement if we become required to register as an investment company under the Investment Company Act of 1940, as amended, or the Investment Company Act, with such termination deemed to occur immediately before such event, in which case we would not be required to pay our Manager the termination fee described below.

Our Manager may decline to renew the management agreement by providing us with 180 days' written notice, in which case we would not be required to pay our Manager the termination fee described below.

If we default in our obligation to pay the base management or incentive fees described below and the default continues for a period of 30 days after written notice to us requesting that the default be remedied within that period, our Manager may terminate the management agreement upon 60 days' written notice. If the management agreement is terminated by our Manager pursuant to this paragraph, we would be required to pay our Manager the termination fee described below.

Unless terminated for cause by us, our Manager will be paid a termination fee, or the termination fee, upon the termination of the management agreement equal to three times the sum of (i) the average annual base management fee earned by our Manager during the 24-month period immediately preceding the most recently completed calendar quarter prior to the termination date and (ii) the average annual incentive fee earned by our Manager during the two most recently completed measurement periods (as defined in the management agreement) prior to the termination date.

Internalization

After expiration of the initial term of the management agreement, we and our Manager may elect to consider an internalization transaction, including the negotiation of a mutually acceptable internalization price. In the event that we and our Manager agree to an internalization transaction, the payment of the internalization price to our Manager would be in lieu of the payment of any termination fee. The internalization price would be payable in cash, shares of our common stock or OP Units, or a combination thereof, as determined by a majority of our independent directors in their sole discretion.

For purposes of the management agreement:

- "internalization price" means the price ultimately agreed upon by us and our Manager, and paid by us to our Manager in connection with an internalization transaction. We have indicated that the maximum price we would pay in connection with an internalization transaction would not exceed the lesser of (i) the termination fee and (ii) the greater of (A) 10x our Manager's and our good faith budgeted or estimated pro forma increase in our EBITDA as a result of the internalization transaction for the 12-month period following the internalization transaction and (B) 5% of our common equity market capitalization as of the date of the internalization transaction; and

- "internalization transaction" means a transaction in which (i) our Manager contributes to us, our Operating Partnership or another subsidiary of ours all of the assets of our Manager, including, without limitation, all furniture, fixtures, leasehold improvements, contract rights, computer software, employment and customer relationships, goodwill, going concern value, other identifiable intangible assets and other business assets then owned by our Manager, (ii) CTO contributes to us, our Operating Partnership or another subsidiary of ours 100% of the outstanding equity interests in our Manager, or (iii) the management agreement is terminated and, in the case of any transaction referred to in clause (i), (ii) or

(iii) of this paragraph, we become internally managed by the officers and employees of CTO or our Manager.

Base Management Fee

We will pay our Manager a base management fee equal to 0.375% per quarter of our "total equity" (based on a 1.5% annual rate), calculated and payable in cash, quarterly in arrears.

For purposes of calculating the base management fee, "total equity" means, as of a particular date, (i) the sum of the net cash proceeds and the value of non-cash consideration from all issuances of equity securities by us or our Operating Partnership since inception, including OP units (calculated on a daily weighted average basis), less (ii) any amount that we or our Operating Partnership pay for repurchases of shares of our common stock and OP units since inception. Our total equity may be adjusted to exclude one-time events pursuant to changes in GAAP and certain non-cash items after discussions between our Manager and our independent directors and with any adjustments approved in advance by a majority of our independent directors. As a result, our total equity, for purposes of calculating the base management fee, could be greater or less than the amount of our stockholders' equity calculated in accordance with GAAP and shown on the face of our consolidated balance sheets.

Our Manager will calculate the amount of the base management fee within 30 days after the end of each quarter, and such calculation will be promptly delivered to us. We are obligated to pay the quarterly installment of the base management fee calculated for that quarter in cash within five business days after delivery to us of the written statement from our Manager setting forth the computation of the base management fee for such quarter; provided, however, that the base management fee may be offset by us against amounts due to us by our Manager.

Assuming that:

- the sum of the net cash proceeds and the value of non-cash consideration from all issuances of equity securities by us or our Operating Partnership since our inception, including OP units (calculated on a daily weighted average basis) is $169.7 million,
- neither we nor our Operating Partnership has repurchased any shares of our common stock or OP units, as applicable, since our inception, and
- our total equity is not adjusted to exclude any one-time events pursuant to changes in GAAP or any non-cash items,

we estimate that the base management fees that we will pay to our Manager for the fiscal year ending December 31, 2020 will total approximately $2.7 million.

Incentive Fee

We will pay our Manager an annual incentive fee, if any, with respect to each measurement period, in the amount equal to the greater of (i) $0.00 and (ii) the product of (a) 15% multiplied by (b) the outperformance amount multiplied by (c) the weighted average shares.

For purposes of calculating the incentive fee under the management agreement:

- "outperformance amount" means, with respect to any measurement period, (i) our total stockholder return with respect to such measurement period, minus (ii) the cumulative hurdle;

- "total stockholder return" means, with respect to any measurement period, an amount equal to (i) the final share price, plus (ii) all dividends with respect to a share of our common stock paid since the beginning of such measurement period (whether paid in cash or a distribution in kind), minus (iii) the high water price;

- "cumulative hurdle" means an amount equal to an 8% cumulative annual return on the high water price;

- "final share price" means, with respect to any measurement period, the volume weighted average trading price for a share of our common stock on the NYSE (or any other securities exchange on which our common stock is principally traded) over the ten consecutive trading days ending on the last trading day of such measurement period;

- "high water price" means, with respect to any measurement period, the volume weighted average trading price for a share of our common stock on the NYSE (or any other securities exchange on which our common stock is principally traded) over the ten consecutive trading days ending on the last trading day immediately prior to the beginning of such measurement period; provided, however, that the high water price with respect to the first measurement period will be the price per share at which shares of our common stock are sold to the public in this offering; provided further that the high water price for any measurement period will never be less than the highest high water price for any preceding measurement period.

- "measurement period" means each period beginning on January 1 after the last measurement period with respect to which the incentive fee shall have been payable (January 1, 2020 with respect to the first measurement period) and ending on December 31 of the applicable calendar year, provided that if the management agreement expires or is terminated other than on December 31, the last measurement period will end on the last complete trading day for our common stock on the NYSE (or any other securities exchange on which our common stock is principally traded) prior to such termination or expiration; and

- "weighted average shares" means, with respect to any measurement period, the weighted average fully diluted number of shares of our common stock issued and outstanding during such measurement period, as determined in accordance with GAAP.

The following is an illustration of how the incentive fee would be calculated for the first measurement period (commencing January 1, 2020 and ending December 31, 2020) and for the second measurement period (commencing January 1, 2021 and ending December 31, 2021). For purposes of this illustration, we assume the following:

- The high water price for the first measurement period is $.

- The final share price for the first measurement period is $.

- The high water price for the second measurement period is $.

- The final share price for the second measurement period is $.

- We pay cash dividends in the amount of $ per share of common stock in each of the first measurement period and the second measurement period.

- The number of weighted average shares in the first measurement period and the second measurement period is million shares.

		FIRST MEASUREMENT PERIOD	SECOND MEASUREMENT PERIOD
	Final Share Price	$	$
	Plus: Dividends		
	Less: High Water Price	$	$
❶	Total Stockholder Return	$	$
	High Water Price	$	$
	Cumulative Return %	8%	8%
❷	Cumulative Hurdle	$	$
❶-❷=❸	Outperformance Amount	$	$
❹	Incentive Fee %	15%	15%
❺	Weighted Average Shares		
❸*❹*❺	Incentive Fee	$	$

Pursuant to the calculation formula, if our total stockholder return and the outperformance amount increases and our weighted average shares of common stock outstanding remain constant, the incentive fee will increase.

As soon as practicable after the end of each measurement period, our Manager will prepare a statement setting forth its calculation of any incentive fee payable by us to our Manager with respect to such measurement period, and our Manager will deliver the statement to our board of directors. We will pay any such incentive fee in cash promptly (but in any event within 15 business days) after delivery to our board of directors of our Manager's statement setting forth its calculation of the incentive fee.

Reimbursement of Expenses

We will reimburse our Manager for the expenses described below, if incurred by our Manager. We will not reimburse any compensation expenses incurred by our Manager or its affiliates.

Expense reimbursements to our Manager will be made in cash on a quarterly basis following the end of each quarter. In addition, we will pay all of our operating expenses, except those specifically required to be borne by our Manager pursuant to the management agreement. The expenses required to be paid by us include, but are not limited to:

- third-party acquisition expenses incurred in connection with the selection and acquisition of investments;
- fees, commissions and expenses incurred in connection with the issuance of our securities, any financing transaction and other costs incident to the acquisition, development, redevelopment, construction, repositioning, leasing, disposition and financing of investments;
- costs of legal, tax, accounting, consulting, auditing and other similar services rendered for us by third-party service providers retained by our Manager;

- the compensation and expenses of our directors and the cost of liability insurance to indemnify us and our directors and officers;
- costs associated with the establishment and maintenance of any of our credit facilities, other financing arrangements or indebtedness or any of our securities offerings, including, in either case, commitment fees, third-party accounting fees, third-party legal fees, closing costs and other customary costs;
- expenses connected with communications to holders of our securities or any of our subsidiaries and other bookkeeping and clerical work necessary in maintaining relations with holders of such securities and in complying with the continuous reporting and other requirements of governmental bodies or agencies, including, without limitation, all costs of preparing and filing required reports with the SEC, the costs payable by us to any transfer agent and registrar in connection with the listing and/or trading of our stock on any exchange, the fees payable by us to any such exchange in connection with our listing, costs of preparing, printing and mailing our annual report to stockholders or our Operating Partnership's partners, as applicable, and proxy materials with respect to any meeting of our stockholders or our Operating Partnership's partners, as applicable;
- transfer agent, registrar and exchange listing fees;
- the cost of printing and mailing proxies, reports and other materials to our stockholders;
- costs associated with any computer software or hardware, electronic equipment or purchased information technology services from third-party vendors that is used for us;
- expenses incurred by managers, officers, personnel and agents of our Manager for travel on our behalf and other out-of-pocket expenses incurred by managers, officers, personnel and agents of our Manager in connection with the purchase, development, redevelopment, construction, repositioning, leasing, financing, refinancing, sale or other disposition of an investment or in connection with any of our securities offerings or any financing transaction;
- costs and expenses incurred with respect to market information systems and publications, research publications and materials and settlement, clearing and custodial fees and expenses;
- compensation and expenses of a transfer agent for us;
- the costs of maintaining compliance with all federal, state and local rules and regulations or any other regulatory agency;
- all taxes and license fees;
- all insurance costs incurred in connection with the operation of our business except for the costs attributable to the insurance for the personnel of our Manager or CTO that our Manager or CTO elects to carry for itself;
- all other third-party costs and expenses relating to our business and investment operations, including, without limitation, the costs and expenses of acquiring, owning, protecting, maintaining, developing and disposing of investments, including appraisal, reporting, audit and legal fees;

- expenses relating to any office(s) or office facilities, including, but not limited to, disaster backup recovery sites and facilities that our independent directors elect to maintain for us separate from the office or offices of CTO and our Manager;

- expenses connected with the payments of interest, dividends or distributions in cash or any other form authorized or caused to be made by our board of directors to or on account of holders of our securities and the securities of any of our subsidiaries, including, without limitation, in connection with any dividend reinvestment plan;

- any judgment or settlement of pending or threatened proceedings (whether civil, criminal or otherwise) against us or any of our subsidiaries, or against any trustee, director, partner, member or officer of us or any of our subsidiaries in such person's capacity as such for which we or any subsidiary are required to indemnify such person pursuant to the applicable governing document or other instrument or agreement, or by any court or governmental agency; and

- all other costs and expenses approved in advance by a majority of our independent directors actually incurred by our Manager.

Notwithstanding the foregoing, our Manager or CTO will be solely responsible for all compensation costs and expenses related to employees of CTO or our Manager that may perform services for us, and we will have no liability or responsibility therefor.

Investment Guidelines

The management agreement will include the following investment guidelines:

- No investment will be made that would cause us to fail to qualify as a REIT under the Code.

- No investment will be made that would cause us or any of our subsidiaries to be required to be registered as an investment company under the Investment Company Act.

- All acquisitions of single-tenant, net leased properties from CTO or any of its affiliates must be approved by a majority of our independent directors.

Upon completion of this offering, our board of directors will have approved additional investment guidelines establishing the limits of authority for our Manager which, among other things, will stipulate that any and all acquisitions of single-tenant, net leased properties that exceed a certain investment threshold, in terms of total purchase price and/or investment yield at acquisition, will require the approval of the majority of our independent directors.

From time to time, the investment guidelines may be amended, restated, supplemented or waived without the approval of our stockholders, but with the approval of a majority of our independent directors.

Additional Matters Requiring Approval of Independent Directors

The management agreement will provide that:

- Beginning with our fiscal year 2021, our Manager will prepare an annual operating and capital expenditure budget covering each of our fiscal years, or an Annual Budget, and will deliver such Annual Budget to our independent directors no later than 45 days prior to the

first day of the fiscal year covered by such Annual Budget. Each Annual Budget must be approved by a majority of our independent directors. Any alteration, supplement, amendment or other modification to or variation from the Annual Budget in excess of 5.0% of the budgeted amount for such items must be approved by a majority of our independent directors.

- The terms of any new or the non-contractual renewal of a lease that contributed more than the lesser of $5.0 million or 5.0% of our annualized base rent as of the date the lease is entered into or the expiration of the lease, as applicable, must be approved by a majority of our independent directors.

- All acquisitions of single-tenant, net leased properties from CTO or any of its affiliates must be approved by a majority of our independent directors.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Formation Transactions

Each property that will be owned by us through our Operating Partnership upon the completion of this offering, the concurrent CTO private placement and the formation transactions is currently owned indirectly by CTO through property owning subsidiaries. We refer to these property owning subsidiaries and CTO collectively as the "ownership entities." CTO and certain ownership entities have entered into purchase and sale agreements with us or our Operating Partnership, pursuant to which they will sell, and we or our Operating Partnership will purchase, 15 of the 20 properties in our initial portfolio for aggregate cash consideration of $125.9 million. In addition, CTO and certain ownership entities have entered into a contribution agreement with our Operating Partnership, pursuant to which they will contribute to our Operating Partnership the remaining five properties in our initial portfolio for an aggregate of 1,223,854 OP units, which have an initial value of approximately $24.5 million based on the mid-point of the price range set forth on the front cover of this prospectus. These transactions will close substantially concurrently with the completion of this offering and the concurrent CTO private placement. See "Structure and Formation of Our Company—Formation Transactions."

Pursuant to the terms of the contribution agreement that CTO and certain of the ownership entities entered into with our Operating Partnership, the aggregate number of OP units to be issued as consideration for the properties being contributed to our Operating Partnership is fixed at 1,223,854 OP units, but the initial value of these OP units (approximately $24.5 million based on the mid-point of the price range set forth on the front cover of this prospectus) is not fixed. As a result, in the event the price per share of our common stock in this offering is less than the mid-point of the price range set forth on the front cover of this prospectus, the initial value of the OP units to be issued in the formation transactions will decrease. Conversely, in the event the price per share of our common stock in this offering is greater than the mid-point of the price range set forth on the front cover of this prospectus, the initial value of the OP units to be issued in the formation transactions will increase.

We have not obtained independent third-party appraisals of the properties in our initial portfolio. Accordingly, there can be no assurance that the fair market value of the cash and OP units that we pay or issue to CTO will not exceed the fair market value of the properties acquired by us in the formation transactions. See "Risk Factors—Risks Related to Our Business and Properties—We have not obtained any third-party appraisals of the properties to be acquired by us from CTO in connection with the formation transactions. Accordingly, the value of the cash and OP units to be paid or issued as consideration for the properties to be acquired by us in the formation transactions may exceed the aggregate fair market value of such properties."

The aggregate consideration paid by CTO for the properties in our initial portfolio was $160.2 million. The aggregate amount of depreciation claimed by CTO for U.S. federal income tax purposes through the year ended December 31, 2018, the date through which Federal tax returns have been filed, with respect to the properties in our initial portfolio was $4.6 million.

Concurrent CTO Private Placement

Concurrently with the closing of this offering, we will sell to CTO in a separate private placement $7.5 million in shares of our common stock, at a per share price equal to the public offering price per share (without payment of any placement fee).

Partnership Agreement

Concurrently with the completion of this offering and the concurrent CTO private placement, we will enter into the partnership agreement of our Operating Partnership. See "Description of the Partnership Agreement of Alpine Income Property OP, LP."

Pursuant to the partnership agreement, limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) will receive redemption rights, which will enable them to cause our Operating Partnership to redeem their OP units in exchange for cash or, at the option of the general partner, shares of our common stock on a one-for-one basis, commencing one year from the date of issuance of such units, subject to certain adjustments and the restrictions on ownership and transfer of our stock set forth in our charter and described under "Description of Capital Stock—Restrictions on Ownership and Transfer."

Management Agreement

Concurrently with the completion of this offering and the concurrent CTO private placement, we will enter into the management agreement with our Manager, a wholly-owned subsidiary of CTO. See "Our Manager and the Management Agreement—Management Agreement."

Exclusivity and ROFO Agreement

Exclusivity

Upon completion of this offering and the concurrent CTO private placement, we will enter into an exclusivity and ROFO agreement with CTO. During the term of the exclusivity and ROFO agreement, CTO will not, and will cause each of its affiliates (which for purposes of the exclusivity and ROFO agreement will not include our company and our subsidiaries) not to, acquire, directly or indirectly, a single-tenant, net leased property, unless:

- CTO has notified us of the opportunity by delivering a written notice (which may be made by email) containing a description of the opportunity and the terms of the opportunity to the chair of our nominating and corporate governance committee (or any successor committee performing one or more of the functions of such committee), and we have affirmatively rejected the opportunity in writing (which may be made by email), or we have failed to notify CTO in writing (which may be made by email) within ten business days after receipt of CTO's notice that we intend to pursue the opportunity;

- the opportunity involves the direct or indirect acquisition of (i) an entity that owns a portfolio of commercial income properties that includes, among others, single-tenant, net leased properties, or (ii) a portfolio of commercial income properties that includes, among others, single-tenant, net leased properties, in either case, where not more than 30% of the value of such portfolio, as reasonably determined by CTO, in consultation with our independent directors, consists of single-tenant, net leased properties;

- the opportunity involves a property that was under contract for purchase by CTO or an affiliate of CTO as of the closing date of this offering, such contract is not assignable to us and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to us; or

- the opportunity involves a property which, prior to the closing of this offering, has been identified or designated by CTO as a potential "replacement property" in connection with an open (i.e., not yet completed) like-kind exchange under Section 1031 of the Code.

The terms of the exclusivity and ROFO agreement will not restrict CTO or any of its affiliates from providing financing for a third party's acquisition of single-tenant, net leased properties or from developing and owning any single-tenant, net leased property.

For purposes of the exclusivity and ROFO agreement, "single-tenant, net leased property" means a property that is net leased, on a triple-net or double-net basis, to a single tenant or, if such property is net leased to more than one tenant, 95% or more of the rental revenue derived from the ownership and leasing of such property is attributable to a single tenant.

Pursuant to the exclusivity and ROFO agreement, CTO will agree that neither CTO nor any of its affiliates (which for purposes of the exclusivity and ROFO agreement will not include our company and our subsidiaries) will enter into any agreement with any third party for the purchase and/or sale of any single-tenant, net leased property that:

- is owned by CTO or any of its affiliates as of the closing date of this offering and that is not a part of our initial portfolio; and
- is owned by CTO or any of its affiliates after the closing date of this offering,

without first offering us the right to purchase such property.

Term

The term of the exclusivity and ROFO agreement will commence on the date of the closing of this offering and will continue for so long as the management agreement is in effect.

Registration Rights

Upon the completion of this offering and the concurrent CTO private placement, we will enter into a registration rights agreement with CTO pursuant to which we will agree to register the resale of the shares of common stock CTO has agreed to acquire in the concurrent CTO private placement. We refer to these shares of common stock, and any shares of common stock issued to a holder with respect to shares purchased in the concurrent CTO private placement by reason of or in connection with any stock dividend, stock distribution, stock split, purchase in any rights offering or in connection with any combination of shares, recapitalization, merger or consolidation, or any other equity securities issued pursuant to any other pro rata distribution with respect to the shares of common stock, as the "registrable shares." The registration rights agreement requires us to file a "shelf registration statement" to register the resale of the registrable shares as soon as practicable after we become eligible to use Form S-3, and we must maintain the effectiveness of such shelf registration statement until all the registrable shares have been sold under the shelf registration statement or become eligible for sale, without restriction, pursuant to Rule 144 under the Securities Act.

In addition, pursuant to the terms of our Operating Partnership's partnership agreement, following the date on which we become eligible to use a registration statement on Form S-3 for the registration of securities and subject to certain further conditions as set forth in our Operating Partnership's partnership agreement, we will be obligated to file a shelf registration statement covering the issuance or resale of shares of our common stock received by limited partners upon redemption of their OP units. See "Description of the Partnership Agreement of Alpine Income Property OP, LP—Registration Rights" for further details.

Tax Protection Agreement

Under the Code, taxable gain recognized upon a sale of an asset contributed to a partnership must be allocated to the contributing partner in a manner that takes into account the variation between the tax basis and the fair market value of the asset at the time of the contribution. This requirement may result in a significant allocation of taxable gain to the contributing partner without an increased cash distribution.

We intend to enter into a tax protection agreement that will provide benefits to CTO and Indigo effective upon completion of the formation transactions. This agreement is intended to protect each of CTO and Indigo against the tax consequences described above. If we dispose of any interest in the Contributed Properties in a taxable transaction within 10 years of the closing of this offering, then we will indemnify CTO and Indigo for any tax liabilities attributable to the built-in gain that exists with respect to such properties as of the time of this offering and the tax liabilities incurred as a result of such tax protection payment. Pursuant to the tax protection agreement, it is anticipated that the total amount of protected built-in gain on the Contributed Properties and other assets will be approximately $10.4 million. Such indemnification obligations could result in aggregate payments of up to $3.5 million. The amount of tax is calculated without regard to any deductions, losses or credits that may be available.

With respect to each of the Contributed Properties, the tax indemnities described above will not apply to a disposition of a Contributed Property if such disposition constitutes a “like-kind exchange” under Section 1031 of the Code, an involuntary conversion under Section 1033 of the Code or another transaction (including, but not limited to, (i) a contribution of property that qualifies for the non-recognition of gain under Sections 721 or 351 of the Code or (ii) a merger or consolidation of our Operating Partnership with or into another entity that qualifies for taxation as a partnership for U.S. federal income tax purposes) if such transaction does not result in the recognition of taxable income or gain to a contributing partner with respect to its OP units. In the case of the exception discussed in the preceding sentence, the tax protection then would apply to the replacement property (or the partnership interest) received in the transaction, to the extent that the sale or other disposition of that replacement asset would result in the recognition of any of the built-in gain that existed for that property at the time of our formation transactions.

The tax protection agreement is expected to benefit CTO and Indigo by assisting them in continuing to defer U.S. federal income taxes in connection with the formation transactions and thereafter.

Indemnification of Our Directors and Executive Officers

We intend to enter into indemnification agreements with each of our directors and executive officers that will obligate us to indemnify them to the maximum extent permitted by Maryland law as discussed under “Certain Provisions of Maryland Law and of Our Charter and Bylaws—Limitation of Liability and Indemnification of Directors and Officers” and “Management—Indemnification.”

Equity Incentive Plans

In connection with this offering, we will adopt the Equity Incentive Plans to provide equity incentive opportunities to our officers, employees, non-employee directors, consultants, independent contractors and agents. An aggregate of 759,389 shares of our common stock will be authorized for issuance under awards granted pursuant to the Equity Incentive Plans. Upon completion of this offering, we intend to grant an aggregate of 8,000 restricted shares of our

common stock, subject to vesting requirements, to our non-employee directors. See “Management—Equity Incentive Plans” for further details.

Statement of Policy Regarding Transactions with Related Persons

Upon completion of this offering, we will adopt a written statement of policy establishing guidelines with respect to the review, approval and ratification of related party transactions. The policy will apply to any transaction in which we are a participant, any related party has a direct or indirect interest and the amount involved exceeds $120,000. The audit committee will review the material facts of all related party transactions that require approval and either approve or disapprove of our entry into the transaction. In determining whether to approve or ratify a related party transaction, the audit committee will take into account, among other factors it deems appropriate, whether the related party transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the related party’s interest in the transaction.

STRUCTURE AND FORMATION OF OUR COMPANY

Our Operating Partnership

Our wholly-owned subsidiary, Alpine Income Property GP, LLC, is the sole general partner of our Operating Partnership. Substantially all of our assets will be held by, and our operations will be conducted through, our Operating Partnership. Following the completion of this offering, the concurrent CTO private placement and the formation transactions, we will have a total 86.6% ownership interest in our Operating Partnership (88.0% if the underwriters exercise their option to purchase additional shares of our common stock in full), with CTO holding, directly and indirectly, a 13.4% ownership interest in our Operating Partnership (12.0% if the underwriters exercise their option to purchase additional shares of our common stock in full). Our interest in our Operating Partnership will generally entitle us to share in cash distributions from, and in the profits and losses of, our Operating Partnership in proportion to our percentage ownership. We, through our wholly-owned subsidiary, Alpine Income Property GP, LLC, will generally have the exclusive power under the partnership agreement to manage and conduct the business and affairs of our Operating Partnership, subject to certain approval and voting rights of the limited partners, which are described more fully below in "Description of the Partnership Agreement of Alpine Income Property OP, LP." Our board of directors will manage our business and affairs.

Beginning on and after the date that is 12 months after the issuance of the OP units, each limited partner of our Operating Partnership will have the right to require our Operating Partnership to redeem part or all of its OP units for cash, based upon the value of an equivalent number of shares of our common stock at the time of the redemption, or, at our election, shares of our common stock on a one-for-one basis, subject to certain adjustments and the restrictions on ownership and transfer of our stock set forth in our charter and described under the section entitled "Description of Capital Stock—Restrictions on Ownership and Transfer." Each redemption of OP units will increase our percentage ownership interest in our Operating Partnership and our share of its cash distributions and profits and losses. See "Description of the Partnership Agreement of Alpine Income Property OP, LP."

Formation Transactions

Prior to completion of this offering, the concurrent CTO private placement and the formation transactions, our properties were owned and managed by CTO. Through the formation transactions, the following have occurred or will occur prior to, concurrently with or shortly after the completion of this offering.

- We were formed as a Maryland corporation and our Operating Partnership was formed as a Delaware limited partnership in August 2019. In connection with our formation, Mr. Albright made an initial investment in us of $1,000 in exchange for 100 shares of our common stock. Such shares will be repurchased by us at the closing of this offering for $1,000.

- We will sell 7,500,000 shares of our common stock in this offering (or 8,625,000 shares if the underwriters exercise their option to purchase additional shares of our common stock in full) and 375,000 shares of our common stock in the concurrent CTO private placement.

- We will use approximately $9.1 million from the net proceeds from this offering and the concurrent CTO private placement to fund the purchase price payable to CTO for the REIT Purchased Properties.

- We will contribute to our Operating Partnership the remaining net proceeds from this offering and the concurrent CTO private placement after our purchase of the REIT Purchased Properties and receive 7,417,557 OP units (or 8,542,557 OP units if the underwriters exercise their option to purchase additional shares of our common stock in full), in exchange.

- Our Operating Partnership will use approximately $116.8 million of the net proceeds we contribute to it to purchase the OP Purchased Properties.

- CTO and Indigo will contribute to our Operating Partnership the Contributed Properties and receive 1,223,854 OP units in exchange. These OP Units have an initial value of $24.5 million based on the assumed public offering price of approximately $, which is the mid-point of the price range set forth on the front cover of this prospectus.

- We will grant 8,000 restricted shares of common stock, in the aggregate, to our non-employee directors pursuant to the Individual Equity Incentive Plan.

- We will contribute to our Operating Partnership the REIT Purchased Properties and receive 457,443 OP units in exchange, giving us a total 86.6% ownership interest in our Operating Partnership (88.0% if the underwriters exercise their option to purchase additional shares of our common stock in full), with CTO holding, directly and indirectly, a 13.4% ownership interest in our Operating Partnership (12.0% if the underwriters exercise their option to purchase additional shares of our common stock in full).

- We expect to enter into a $100 million unsecured revolving credit facility that will be available for general corporate purposes, including the funding of potential future acquisitions. Affiliates of certain of the underwriters are expected to be lenders under our new revolving credit facility.

The amount of cash and OP units that we will pay, or issue, to CTO in exchange for the properties in our initial portfolio was determined by management and not through arm's length negotiations with an independent third party. In determining the value of our initial portfolio, management undertook a diligence and underwriting process that took into account, among other factors, market capitalization rates, net operating income, landlord obligations to fund future capital expenditures, lease duration, functionality and ability to release should a tenant not renew its lease, tenant creditworthiness and discount rates based on tenant creditworthiness, property location, property age, comparable sales information and capitalization rates for properties leased to tenants with similar credit profiles and lease durations, tenant operating performance and the fact that brokerage commissions would not be payable in connection with the formation transactions. No single factor was given greater weight than any other in valuing our initial portfolio. The value attributable to our initial portfolio does not necessarily bear any relationship to the value of any particular property within that portfolio. Furthermore, we did not obtain any third-party property appraisals for the properties in our initial portfolio or any other independent third-party valuations or fairness opinions in connection with the formation transactions. As a result, the consideration we have agreed to pay CTO in the formation transactions may exceed the fair market value of our initial portfolio.

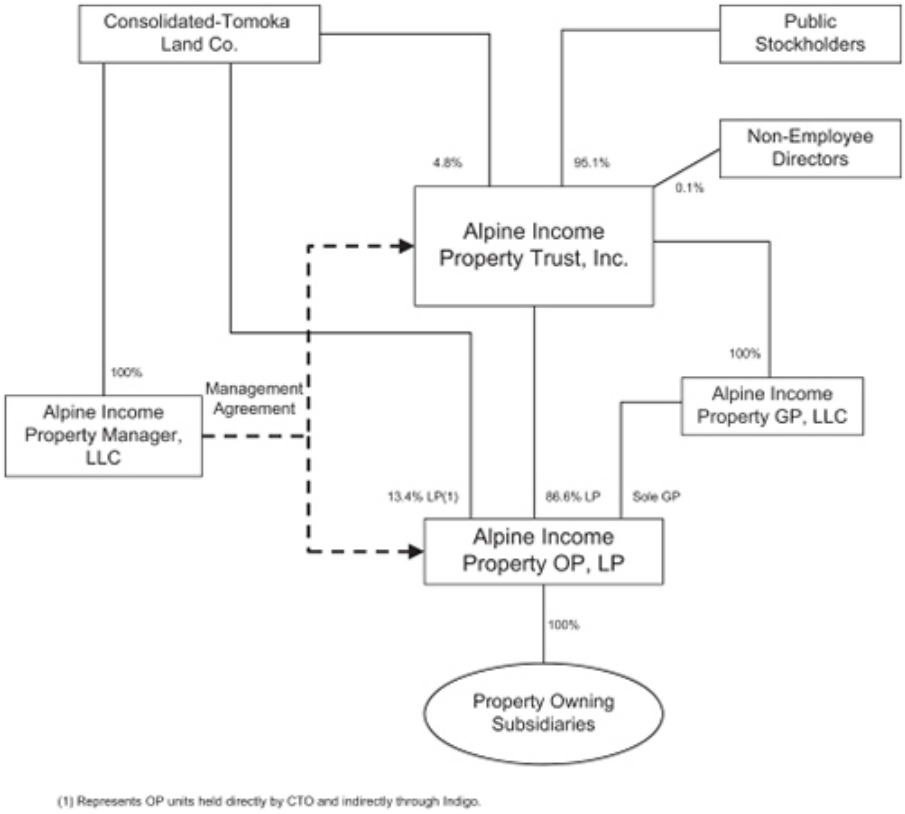
The properties comprising our initial portfolio were selected from CTO's existing income property portfolio to create an attractive and diverse portfolio of single-tenant net leased properties. Certain of the properties in CTO's existing income property portfolio were not included in the initial portfolio for a number of reasons, including tenant and asset class concentration, existing debt encumbrances and tax considerations. CTO does not currently intend to sell to us any additional properties from its existing income property portfolio, nor do we currently intend to purchase any such properties.

Consequences of this Offering, the Concurrent CTO Private Placement and the Formation Transactions

Upon completion of this offering, the concurrent CTO private placement and the formation transactions:

- Our Operating Partnership will directly or indirectly own 100% of the properties in our initial portfolio.
- Purchasers of shares of our common stock in this offering will own 95.1% of the outstanding shares of our common stock. If the underwriters exercise their option to purchase additional shares of our common stock in full, purchasers of shares of our common stock in this offering will own 95.7% of the outstanding shares of our common stock.
- CTO will own 4.8% of the outstanding shares of our common stock. If the underwriters exercise their option to purchase additional shares of our common stock in full, CTO will own 4.2% of the outstanding shares of our common stock.
- CTO will own, directly or indirectly, 13.4% of the outstanding OP units in our Operating Partnership. If the underwriters exercise their option to purchase additional shares of our common stock in full, CTO will own, directly or indirectly, 12.0% of the outstanding OP units.

The following chart sets forth information about our company, our Operating Partnership, certain related parties and the ownership interests therein on a pro forma basis. Ownership percentages in our company and our Operating Partnership are presented assuming that the underwriters' option to purchase additional shares of our common stock is not exercised.



Benefits to Related Parties

Upon completion of this offering, the concurrent CTO private placement and the formation transactions, CTO and our directors and executive officers will receive material benefits, including the following:

- In connection with the acquisition of our initial portfolio, CTO will receive a cash payment of approximately $125.9 million from us and 1,223,854 OP units from our Operating Partnership. The OP units have an aggregate initial value of approximately $24.5 million based on the assumed public offering price of $ per share, which is the mid-point of the price range set forth on the front cover of this prospectus.

- We will have entered into indemnification agreements with each of our directors and executive officers providing for the indemnification by us for certain liabilities and expenses incurred as a result of actions brought, or threatened to be brought, against our directors and executive officers in their capacities as such. See "Management—Indemnification."

- We and our Operating Partnership will have entered into a management agreement with our Manager, a wholly-owned subsidiary of CTO, pursuant to which our Manager will be entitled to certain fees for its services and reimbursement of certain expenses. See “Our Manager and the Management Agreement—Management Agreement.”

- We will have entered into a tax protection agreement with CTO and Indigo, pursuant to which we will agree to indemnify CTO and Indigo against certain potential adverse tax consequences to them, which may affect the way in which we conduct our business in the future, including with respect to when and under what circumstances we sell the Contributed Properties or interests therein during the tax protection period. Pursuant to the tax protection agreement, it is anticipated that the total amount of taxable built-in gain on the Contributed Properties will be approximately $10.4 million. Such indemnification obligations could result in aggregate payments of up to $3.5 million. The amount of tax is calculated without regard to any deductions, losses or credits that may be available. See “Certain Relationships and Related Person Transactions—Tax Protection Agreement.”

- We will have entered into a registration rights agreement with CTO pursuant to which we will agree to register the resale of the shares of common stock CTO has agreed to acquire in the concurrent CTO private placement. In addition, pursuant to the terms of our Operating Partnership’s partnership agreement, following the date on which we become eligible to use a registration statement on Form S-3 for the registration of securities and subject to certain further conditions as set forth in our Operating Partnership’s partnership agreement, we will be obligated to file a shelf registration statement covering the issuance or resale of shares of our common stock received by limited partners upon redemption of their OP units. See “Description of the Partnership Agreement of Alpine Income Property OP, LP—Registration Rights” for further details.

- We will have adopted the Equity Incentive Plans to provide equity incentive opportunities to our officers, employees, non-employee directors, consultants, independent contractors and agents, and will have issued, in the aggregate, thereunder 8,000 shares of restricted common stock to our non-employee directors upon completion of this offering. See “Management—Equity Incentive Plans” for further details.

POLICIES WITH RESPECT TO CERTAIN ACTIVITIES

The following is a discussion of certain of our investment, financing and other policies. These policies have been determined by our board of directors and, in general, may be amended or revised from time to time by our board of directors without a vote of our stockholders.

Investment Policies

Investments in Real Estate or Interests in Real Estate

We will conduct our investment activities through our Operating Partnership and its subsidiaries. Our objective is to maximize stockholder value by generating attractive risk-adjusted returns through owning, managing and growing a diversified portfolio of high-quality single-tenant, net leased retail and office properties. For a discussion of our properties and our acquisition and other strategic objectives, see "Business and Properties."

We expect to pursue our objective primarily through the ownership, directly or indirectly, by our Operating Partnership of our initial portfolio and future single-tenant, net leased commercial properties. We generally seek to execute acquisitions of properties that, upon acquisition, meet our investment guidelines. We expect to target a diversified portfolio that, over time, will

- derive no more than 10% of its annualized base rent from any single tenant, irrespective of the tenant's credit rating;
- derive no more than 10% of our annualized base rent from any single industry; and
- derive no more than 5% of its annualized base rent from any single property.

While we consider these criteria when making investments on our behalf, we may be opportunistic in pursuing investments for us and our portfolio that do not meet these criteria if we believe the investment opportunity presents an attractive risk-adjusted return. We intend to engage in future investment activities in a manner that is consistent with our qualification and maintenance of our qualification as a REIT for U.S. federal income tax purposes. In addition, we may purchase properties for long-term investment, expand, improve, redevelop and renovate the properties in our initial portfolio and any properties we acquire in the future, or sell such properties, in whole or in part, when circumstances warrant.

We may also participate with third parties in property ownership, through joint ventures or other types of co-ownership. These types of investments may permit us to own interests in larger assets without unduly reducing our diversification and, therefore, provide us with flexibility in structuring our portfolio. We will not, however, enter into a joint venture or other partnership arrangement to make an investment that would not otherwise meet our investment policies.

Investments in acquired properties may be subject to existing mortgage financing and other indebtedness or to new indebtedness which may be incurred in connection with acquiring or refinancing these properties. Debt service on such financing or indebtedness will have a priority over any distributions with respect to our common stock. Investments are also subject to our policy not to be treated as an "investment company" under the Investment Company Act.

Investments in Real Estate Mortgages

Our current portfolio consists primarily of, and our business objectives emphasize, equity investments in single-tenant, net leased commercial properties. We do not intend to originate any

secured or unsecured real estate loans or purchase any debt securities as a stand-alone, long-term investment, but, subject to the income and asset tests necessary for REIT qualification, we may do so in certain limited circumstances. In such circumstances, the mortgages in which we may invest may be first-lien mortgages or subordinate mortgages secured by real estate. The subordinated mezzanine loans in which we may invest may include mezzanine loans secured by a pledge of ownership interests in an entity owning a property or group of properties. Investments in real estate mortgages and subordinated real estate loans are subject to the risk that one or more borrowers may default and that the collateral securing the mortgages may not be sufficient or, in the case of subordinated mezzanine loans, available to enable us, to recover our full investment.

Investments in Securities of or Interests in Persons Primarily Engaged in Real Estate Activities and Other Issuers

Subject to the income and asset tests necessary for REIT qualification, we may invest in securities of other REITs, other entities engaged in real estate activities or securities of other issuers, including for the purpose of exercising control over such entities. We do not intend that our investments in securities will require us to register as an investment company under the Investment Company Act, and we would intend to divest such securities before any such registration would be required.

Investments in Other Securities

Other than as described above, we do not intend to invest in any additional securities such as bonds, preferred stocks or common stock.

Dispositions

In order to maximize the performance and manage the risks within our portfolio, we may dispose of properties selectively when we determine they are not suitable for long-term investment purposes based upon our periodic review of our portfolio. We will ensure that such action would be in our best interest and consistent with our intention to qualify and maintain our qualification as a REIT.

Financings and Leverage Policy

We anticipate using a number of different sources to finance our acquisitions and operations, including cash flows from operations, asset sales, seller financing, issuance of debt securities, private financings (such as credit facilities, which may or may not be secured by our assets), property-level mortgage debt, common or preferred equity issuances or any combination of these sources, to the extent available to us, or other sources that may become available from time to time. Any debt that we incur may be recourse or non-recourse and may be secured or unsecured. We also may take advantage of joint venture or other partnering opportunities as such opportunities arise in order to acquire properties that would otherwise be unavailable to us. We may use the proceeds of our borrowings to acquire assets, to refinance existing debt or for general corporate purposes. We intend to target long-term leverage of six times net debt to EBITDA or less.

Although we are not required to maintain any particular leverage ratio, we intend, when appropriate, to employ prudent amounts of leverage and to use debt as a means of providing additional funds for the acquisition of assets, to refinance existing debt or for general corporate purposes. Our charter and bylaws do not limit the amount of debt that we may incur. Our board of directors has not adopted a policy limiting the total amount of debt that we may incur.

We anticipate that our Manager, under the supervision of our board of directors, will consider a number of factors in evaluating the amount of debt that we may incur. We may from time to time modify our view regarding the appropriate amount of debt financing in light of then-current economic conditions, relative costs of debt and equity capital, market values of our properties, general conditions in the market for debt and equity securities, fluctuations in the market price of our common stock, growth and investment opportunities and other factors. Our decision to use leverage in the future to finance our assets will be at the discretion of our board of directors, and will not be subject to the approval of our stockholders.

Equity Capital Policies

To the extent that our board of directors determines to obtain additional capital, we may issue debt or equity securities, including senior securities, retain earnings (subject to provisions in the Code requiring distributions of income to maintain REIT qualification), or pursue a combination of these methods.

Existing stockholders will have no preemptive right to common or preferred stock or units issued in any securities offering by us, and any such offering might cause a dilution of a stockholder's investment in us. Although we have no current plans to do so, we may in the future issue shares of our common stock or units in our Operating Partnership in connection with acquisitions of property.

We may, under certain circumstances, purchase shares of our common stock or other securities in the open market or in private transactions with our stockholders, provided that those purchases are approved by our board of directors. Our board of directors has no present intention of causing us to repurchase any shares of our common stock or other securities, and any such action would only be taken in conformity with applicable federal and state laws and the applicable requirements for qualification as a REIT.

Conflict of Interest Policies

Conflicts of interest may exist or could arise in the future with CTO and its affiliates, including our Manager, the individuals who serve as our executive officers and executive officers of CTO, any individual who serves as a director of our company and as a director of CTO and any limited partner of our Operating Partnership. Conflicts may include, without limitation: conflicts arising from the enforcement of agreements between us and CTO or our Manager; conflicts in the amount of time that executive officers and employees of CTO, who are provided to us through our Manager, will spend on our affairs versus CTO's affairs; and conflicts in future transactions that we may pursue with CTO and its affiliates. We do not generally expect to enter into joint ventures with CTO, but if we do so, the terms and conditions of our joint venture investment will be subject to the approval of a majority of disinterested directors of our board of directors.

In addition, we are subject to conflicts of interest arising out of our relationships with our Manager. Pursuant to the management agreement, our Manager is obligated to supply us with our senior management team. However, our Manager is not obligated to dedicate any specific CTO personnel exclusively to us, nor are the CTO personnel provided to us by our Manager obligated to dedicate any specific portion of their time to the management of our business. Additionally, our Manager is a wholly-owned subsidiary of CTO. All of our executive officers are executive officers and employees of CTO and one of our officers (John P. Albright) is also a member of CTO's board of directors. As a result, our Manager and the CTO personnel it provides to us may have conflicts between their duties to us and their duties to, and interests in, CTO.

In addition to our initial portfolio, we may acquire or sell single-tenant, net leased properties in which our Manager or its affiliates have or may have an interest. Similarly, our Manager or its affiliates may acquire or sell single-tenant, net leased properties in which we have or may have an interest. Although such acquisitions or dispositions may present conflicts of interest, we nonetheless may pursue and consummate such transactions. Additionally, we may engage in transactions directly with our Manager or its affiliates, including the purchase and sale of all or a portion of a portfolio asset. If we acquire a single-tenant, net leased property from CTO or one of its affiliates or sell a single-tenant, net leased property to CTO or one of its affiliates, the purchase price we pay to CTO or one of its affiliates or the purchase price paid to us by CTO or one of its affiliates may be higher or lower, respectively, than the purchase price that would have been paid to or by us if the transaction were the result of arms' length negotiations with an unaffiliated third party.

In deciding whether to issue additional debt or equity securities, we will rely in part on recommendations made by our Manager. While such decisions are subject to the approval of our board of directors, our Manager is entitled to be paid a base management fee that is based on our "total equity" (as defined in the management agreement). As a result, our Manager may have an incentive to recommend that we issue additional equity securities at dilutive prices.

All of our executive officers are executive officers and employees of CTO. These individuals and other CTO personnel provided to us through our Manager devote as much time to us as our Manager deems appropriate. However, our executive officers and other CTO personnel provided to us through our Manager may have conflicts in allocating their time and services between us, on the one hand, and CTO and its affiliates, on the other. During a period of prolonged economic weakness or another economic downturn affecting the real estate industry or at other times when we need focused support and assistance from our Manager and the CTO executive officers and other personnel provided to us through our Manager, we may not receive the necessary support and assistance we require or that we would otherwise receive if we were self-managed.

Additionally, although we will enter into the exclusivity and ROFO agreement with CTO, the agreement contains exceptions to CTO's exclusivity for opportunities that include only an incidental interest in single-tenant, net leased properties. Accordingly, the exclusivity and ROFO agreement will not prevent CTO from pursuing certain acquisition opportunities involving only an incidental interest in single-tenant, net leased properties that otherwise satisfy our then-current investment criteria. See "Certain Relationships and Related Person Transactions—Exclusivity and ROFO Agreement."

Our directors and executive officers have duties to our company under applicable Maryland law in connection with their management of our company. At the same time, our wholly-owned subsidiary, Alpine Income Property GP, LLC, has fiduciary duties, as the general partner, to our Operating Partnership and to the limited partners under Delaware law in connection with the management of our Operating Partnership. These duties as a general partner to our Operating Partnership and its partners may come into conflict with the duties of our directors and executive officers to our company. Unless otherwise provided for in the relevant partnership agreement, Delaware law generally requires a general partner of a Delaware limited partnership to adhere to fiduciary duty standards under which it owes its limited partners the highest duties of loyalty and care and which generally prohibits such general partner from taking any action or engaging in any transaction as to which it has a conflict of interest. The partnership agreement provides that in the event of a conflict between the interests of our stockholders on the one hand and the limited partners of our Operating Partnership on the other hand, the general partner will endeavor in good faith to resolve the conflict in a manner not adverse to either our stockholders or the limited partners; provided, however, that so long as we own a controlling interest in our Operating

Partnership, any such conflict that we, in our sole and absolute discretion, determine cannot be resolved in a manner not adverse to either our stockholders or the limited partners of our Operating Partnership shall be resolved in favor of our stockholders, and we shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by the limited partners in connection with such decisions.

Additionally, to the extent permitted by applicable law, the partnership agreement will provide for the indemnification of the general partner and our officers, directors, employees and any other persons the general partner may designate from and against any and all claims that relate to the operations of our Operating Partnership as set forth in the partnership agreement in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established that:

- the act or omission of the indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty;
- the indemnitee actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the indemnitee had reasonable cause to believe that the act or omission was unlawful.

Similarly, the general partner of our Operating Partnership and our officers, directors, agents or employees, will not be liable for monetary damages to our Operating Partnership or the limited partners for losses sustained or liabilities incurred as a result of errors in judgment or mistakes of fact or law or of any act or omission so long as any such party acted in good faith.

Our charter and bylaws do not restrict any of our directors, executive officers, stockholders or affiliates from having a pecuniary interest in an investment or transaction that we have an interest in or from conducting, for their own account, business activities of the type we conduct. We have, however, adopted certain policies designed to eliminate or minimize certain potential conflicts of interest. Specifically, we will adopt a code of business conduct and ethics that prohibits conflicts of interest between our executive officers, employees and directors on the one hand, and our company on the other hand, except in compliance with the policy. Our code of business conduct and ethics will state that a conflict of interest exists when a person's private interest interferes with our interest. For example, a conflict of interest will arise when any of our employees, executive officers or directors or any immediate family member of such employee, executive officer or director receives improper personal benefits as a result of his or her position with us. Our code of business conduct and ethics will also limit our employees, executive officers and directors from engaging in any activity that is competitive with the business activities and operations of our company, except as disclosed in this prospectus. In addition, our code of business conduct and ethics will also restrict the ability of our employees, executive officers and directors to participate in a joint venture, partnership or other business arrangement with us, except in compliance with the policy. Waivers of our code of business conduct and ethics will be required to be disclosed in accordance with NYSE and SEC requirements. In addition, we will adopt corporate governance guidelines to assist our board of directors in the exercise of its responsibilities and to serve our interests and those of our stockholders. However, we cannot assure you these policies or provisions of law will always succeed in eliminating the influence of such conflicts. If they are not successful, decisions could be made that might fail to reflect the best interest of all stockholders.

Policies with Respect to Other Activities

We have authority to offer common stock, preferred stock, options to purchase stock or other securities (including common and preferred units of limited partnership interest in our Operating Partnership) in exchange for property, repurchase or otherwise acquire our common stock or other securities in the open market or otherwise, and we may engage in such activities in the future. As described in "Description of the Partnership Agreement of Alpine Income Property OP, LP," we expect, but are not obligated, to issue shares of our common stock to holders of OP units upon exercise of their redemption rights. Except in connection with our organization, the formation transactions, this offering and the concurrent CTO private placement, we have not issued common stock, units or any other securities in exchange for property or any other purpose, although we may elect to do so. Our board of directors has no present intention of causing us to repurchase any common stock, although we may do so in the future. We may issue preferred stock from time to time, in one or more classes or series, as authorized by our board of directors without the need for stockholder approval. See "Description of Capital Stock." We have not engaged in trading, underwriting or agency distribution or sale of securities of other issuers other than our Operating Partnership and do not intend to do so. At all times, we intend to make investments in a manner consistent with our qualification as a REIT unless our board of directors determines that it is no longer in our best interest to qualify as a REIT. We have not made any loans to third parties, although we may make loans to third parties in the future, including, without limitation, to joint ventures in which we participate. We intend to make investments in such a way that we will not be treated as an investment company under the Investment Company Act.

Reporting Policies

We intend to make available to our stockholders our annual reports, including our audited financial statements. After this offering, we will become subject to the information reporting requirements of the Exchange Act. Pursuant to those requirements, we will be required to file annual and periodic reports, proxy statements and other information, including audited financial statements, with the SEC.

DESCRIPTION OF THE PARTNERSHIP AGREEMENT OF ALPINE INCOME PROPERTY OP, LP

The following summarizes the material terms of the first amended and restated limited partnership agreement of our Operating Partnership, a copy of which is filed as an exhibit to the registration statement of which this prospectus is a part. See "Where You Can Find More Information."

Management

We are the sole member of Alpine Income Property GP, LLC, which is the sole general partner of our Operating Partnership, a Delaware limited partnership. We will conduct substantially all of our operations and make substantially all of our investments through our Operating Partnership. Pursuant to the partnership agreement, the general partner will have full, complete and exclusive discretion to manage and control the business of our Operating Partnership, including the ability, among others, to cause our Operating Partnership to enter into certain major transactions including acquisitions, dispositions, refinancings and selection of lessees, to make distributions to partners and to cause changes in our Operating Partnership's business activities.

Transferability of Interests

Holders of OP units of our Operating Partnership may not transfer their units without the consent of the general partner of our Operating Partnership. Neither the general partner nor our company may engage in any merger, consolidation or other combination, or sale of all or substantially all of our assets in a transaction that results in a change in control of the general partner or our company unless:

- we receive the consent of limited partners holding more than 50% of the partnership interests of the limited partners (other than those held by the general partner, our company or any subsidiary of the general partner or our company);

- as a result of such transaction, all limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) will receive, or have the right to receive, for each OP unit an amount of cash, securities or other property equal or substantially equivalent in value, as determined by the general partner in good faith, to the product of the conversion factor and the greatest amount of cash, securities or other property paid in the transaction to a holder of one share of our common stock in consideration of one share of our common stock, provided that if, in connection with the transaction, a purchase, tender or exchange offer shall have been made to and accepted by the holders of more than 50% of the outstanding shares of our common stock, each holder of OP units (other than the general partner, our company or any subsidiary of the general partner or our company) shall be given the option to exchange its OP units for an amount of cash, securities or other property equal or substantially equivalent in value, as determined by the general partner in good faith, to the greatest amount of cash, securities or other property that a limited partner would have received had it (A) exercised its redemption right (described below) and (B) sold, tendered or exchanged pursuant to the offer the common stock received upon exercise of the redemption right immediately prior to the expiration of the offer; or

- either the general partner or our company, as applicable, is the surviving entity in the transaction and either (A) our stockholders do not receive cash, securities or other property in the transaction or (B) all limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) receive for each OP unit an amount

of cash, securities or other property (expressed as an amount per share of our common stock) equal or substantially equivalent in value, as determined by the general partner in good faith, to the product of the conversion factor and the greatest amount of cash, securities or other property (expressed as an amount per share of our common stock) received in the transaction by a holder of one share of our common stock.

The general partner or our company, as applicable, also may merge with or into or consolidate with another entity if immediately after such merger or consolidation (i) substantially all of the assets of the successor or surviving entity, other than OP units held by the general partner, our company or any subsidiary of the general partner or our company, are contributed, directly or indirectly, to our Operating Partnership as a capital contribution in exchange for OP units, or for economically equivalent partnership interests issued by a partnership or limited liability company in which the general partner, us, our Operating Partnership, or a wholly owned subsidiary of the general partner, us or our Operating Partnership owns a partnership or limited liability company interest, with a fair market value equal to the value of the assets so contributed as determined by the survivor of such merger or consolidation in good faith and (ii) the survivor expressly agrees to assume all of the obligations under the partnership agreement, including those of us and the general partner, and the partnership agreement shall be amended after any such merger or consolidation so as to arrive at a new method of calculating the amounts payable upon exercise of the redemption right that approximates the existing method for such calculation as closely as reasonably possible.

We also may (i) cause the general partner to transfer all or any portion of its general partnership interest to (A) a wholly-owned subsidiary of the general partner or (B) a parent company of the general partner, and following such transfer, may withdraw as the sole member of the general partner and (ii) engage in a transaction required by law or by the rules of any national securities exchange or OTC interdealer quotation system on which our common stock is listed or traded.

Without the consent of the limited partners, we may (i) merge or consolidate our Operating Partnership with or into any other domestic or foreign partnership, limited partnership, limited liability company or corporation or (ii) sell all or substantially all of the assets of our Operating Partnership in a transaction pursuant to which the limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) receive consideration as set forth above.

Capital Contributions

We will contribute, directly, to our Operating Partnership the portion of our initial portfolio that we purchase from CTO and the remaining net proceeds of this offering and the concurrent CTO private placement as a capital contribution in exchange for OP units. Upon completion of this offering and such contributions, we will own an approximate 86.6% partnership interest in our Operating Partnership. The partnership agreement provides that if the general partner determines that it is in the best interests of our Operating Partnership to provide for additional funds for any Operating Partnership purpose, the general partner may (i) cause our Operating Partnership to obtain such funds from outside borrowings or (ii) elect to have the general partner or any of its affiliates provide such additional funds to our Operating Partnership through loans or otherwise. Under the partnership agreement, we are obligated to contribute the net proceeds of any future offering of shares as additional capital to our Operating Partnership. If we contribute additional capital to our Operating Partnership, we will receive additional OP units, and our percentage interest will be increased on a proportionate basis based upon the amount of such additional capital contributions and the value of our Operating Partnership at the time of such contributions.

Conversely, the percentage interests of the other limited partners will be decreased on a proportionate basis in the event of additional capital contributions by us. In addition, if we contribute additional capital to our Operating Partnership, the general partner will revalue the property of our Operating Partnership to its fair market value (as determined by the general partner in its sole and absolute discretion) and the capital accounts of the partners will be adjusted to reflect the manner in which the unrealized gain or loss inherent in such property (that has not been reflected in the capital accounts previously) would be allocated among the partners under the terms of the partnership agreement if there were a taxable disposition of such property for its fair market value (as determined by the general partner in its sole and absolute discretion) on the date of the revaluation. Our Operating Partnership may issue preferred partnership interests, in connection with acquisitions of property or otherwise, which could have priority over common partnership interests with respect to distributions from our Operating Partnership, including the partnership interests we own.

Redemption Rights

Pursuant to the partnership agreement, limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) will receive redemption rights, which will enable them to require our Operating Partnership to redeem all or a portion of their OP units in exchange for cash or, at the option of the general partner (in its sole and absolute discretion), shares of our common stock based on the conversion factor commencing one year from the date of issuance of such units. Redemptions will generally occur only on the first day of each calendar quarter. Limited partners must submit an irrevocable notice to our Operating Partnership of the intention to be redeemed no less than 60 days prior to the redemption date, and each limited partner must submit for redemption at least 1,000 OP units or, if such limited partner holds less than 1,000 OP units, all the OP units owned by such limited partner. The number of shares of common stock issuable upon redemption of OP units held by limited partners may be adjusted upon the occurrence of certain events such as share dividends, share subdivisions or combinations. We expect to fund any cash redemptions out of available cash or borrowings. Notwithstanding the foregoing, a limited partner will not be entitled to exercise its redemption rights if the delivery of common stock to the redeeming limited partner would:

- result in any person owning, directly or indirectly, shares of our common stock in excess of the stock ownership limit or excepted holder limit in our charter;
- result in shares of our common stock being owned by fewer than 100 persons (determined without reference to any rules of attribution);
- result in our being “closely held” within the meaning of Section 856(h) of the Code;
- cause us to own, actually or constructively, 10% or more of the ownership interests in a tenant (other than a TRS) of ours, our Operating Partnership’s or a subsidiary partnership’s real property, within the meaning of Section 856(d)(2)(B) of the Code;
- cause us to fail to qualify as a REIT under the Code; or
- cause the acquisition of shares of our common stock by such redeeming limited partner to be “integrated” with any other distribution of our common stock or OP units for purposes of complying with the registration provisions of the Securities Act.

The general partner may, in its sole and absolute discretion, waive any of these restrictions.

The partnership agreement requires that our Operating Partnership be operated in a manner that enables us to satisfy the requirements for qualifying as a REIT, to avoid any U.S. federal income or excise tax liability imposed by the Code (other than any U.S. federal income tax liability associated with our retained capital gains) and to ensure that our Operating Partnership will not be classified as a "publicly traded partnership" taxable as a corporation under Section 7704 of the Code. Notwithstanding the foregoing, we may terminate or revoke our status as a REIT at any time, if our board of directors determines in good faith that it is no longer in our best interests.

Partnership Expenses

In addition to the administrative and operating costs and expenses incurred by our Operating Partnership, our Operating Partnership generally will pay all of our administrative costs and expenses, including:

- all costs and expenses relating to our and our subsidiaries' formation, continuity of existence and our subsidiaries' operations;
- all costs and expenses relating to offerings and registration of securities and expenses incidental thereto;
- all costs and expenses associated with any repurchase by us of any securities;
- all costs and expenses associated with the preparation and filing of any of our periodic or other reports and communications by us under federal, state or local laws or regulations;
- all costs and expenses associated with our compliance with laws, rules and regulations promulgated by any regulatory body;
- all administrative costs and expenses that we are required to pay pursuant to the management agreement (see "Our Manager and the Management Agreement—Management Agreement—Reimbursement of Expenses" for more information);
- all costs and expenses associated with any health, dental, vision, disability, life insurance, 401(k) plan, incentive plan, bonus plan or other plan providing compensation or benefits for any employees we have in the future;
- all costs and expenses incurred by us relating to any issuance or redemption of OP units; and
- all of our other operating, administrative or financing costs incurred in the ordinary course of business on behalf of or related to our Operating Partnership.

These expenses, however, do not include any of our administrative costs and expenses incurred by us or the general partner that are attributable to properties or interests in a subsidiary that are owned by the general partner or us other than through ownership interests in our Operating Partnership.

Fiduciary Responsibilities

Our directors and officers have duties under applicable Maryland law to oversee our management in a manner consistent with our best interests. At the same time, the general partner of our Operating Partnership has fiduciary duties under Delaware law to manage our Operating

Partnership in a manner beneficial to our Operating Partnership and its partners. The general partner's duties to our Operating Partnership and its limited partners, therefore, may come into conflict with the duties of our directors and officers to us. The partnership agreement provides that in the event of a conflict between the interests of our stockholders on the one hand and the limited partners of our Operating Partnership on the other hand, the general partner will endeavor in good faith to resolve the conflict in a manner not adverse to either our stockholders or the limited partners; provided, however, that so long as we or the general partner own a controlling interest in our Operating Partnership, any such conflict that the general partner, in its sole and absolute discretion, determines cannot be resolved in a manner not adverse to either our stockholders or the limited partners of our Operating Partnership shall be resolved in favor of our stockholders, and the general partner shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by the limited partners in connection with such decisions.

Distributions

The partnership agreement provides that our Operating Partnership will distribute cash from operations at such time and in such amounts as determined by the general partner in its sole and absolute discretion, to us and the other limited partners in accordance with their respective percentage interests in our Operating Partnership.

Upon liquidation of our Operating Partnership, after payment of, or adequate provision for, debts and obligations of our Operating Partnership, including any partner loans, any remaining assets of our Operating Partnership will be distributed to us and the other limited partners with positive capital accounts in accordance with their respective positive capital account balances.

LTIP Units

LTIP units are a class of OP units in our Operating Partnership and, if issued, will receive the same regular per-unit profit distributions as the other outstanding units in our Operating Partnership. LTIP units, if issued, will not have full parity with other outstanding units with respect to liquidating distributions. Generally, under the terms of the LTIP units, if issued, our Operating Partnership will revalue its assets upon the occurrence of certain specified events, and any increase in valuation from the issuance of the LTIP units until such event will be allocated first to the LTIP unit holders to equalize the capital accounts of such holders with the capital accounts of holders of our Operating Partnership's other outstanding OP units. Upon equalization of the capital accounts of the LTIP unit holders with the capital accounts of the other holders of our OP units, the LTIP units will achieve full parity with our other OP units for all purposes, including with respect to liquidating distributions. If such parity is reached, vested LTIP units may be converted into an equal number of OP units at any time, and thereafter enjoy all the rights of such units, including redemption rights. However, there are circumstances under which such parity would not be reached. Until and unless such parity is reached, the value for a given number of vested LTIP units will be less than the value of an equal number of shares of our common stock.

Allocations

Profits and losses of the partnership (including depreciation and amortization deductions) for each fiscal year generally will be allocated to us and the other limited partners in accordance with the respective percentage interests in the partnership. All of the foregoing allocations are subject to compliance with the provisions of Sections 704(b) and 704(c) of the Code and Treasury regulations promulgated thereunder. To the extent Treasury regulations promulgated pursuant to Section 704(c) of the Code permit, the general partner shall have the authority to elect the method to be used by our Operating Partnership for allocating items with respect to contributed property

acquired for OP units for which fair market value differs from the adjusted tax basis at the time of contribution. Any such election shall be binding on all partners. Upon the occurrence of certain specified events, our Operating Partnership will revalue its assets and any net increase in valuation will be allocated first to the LTIP units to equalize the capital accounts of such holders with the capital accounts of the holders of the other outstanding units in our Operating Partnership.

Registration Rights

Pursuant to the terms of our Operating Partnership's partnership agreement, following the date on which we become eligible to use a registration statement on Form S-3 for the registration of securities under the Securities Act and subject to certain further conditions as set forth in our Operating Partnership's partnership agreement, we will be obligated to file a shelf registration statement covering the issuance or resale of shares of our common stock received by limited partners upon redemption of their OP units. In furtherance of such registration rights, we have also agreed, among other agreements, as follows:

- to use our commercially reasonable efforts to have the registration statement declared effective;
- to register or qualify such shares under the securities or blue sky laws of such jurisdictions within the United States as required by law, and do such other reasonable acts and things as may be required by us to enable such holders to consummate the sale or other disposition in such jurisdictions of such shares, provided that we will not be required to (i) qualify as a foreign corporation or consent to a general or unlimited service or process in any jurisdictions in which we would not otherwise be required to be qualified or so consent or (ii) qualify as a dealer in securities;
- to list shares of our common stock issued pursuant to the exercise of redemption rights on any securities exchange or national market system upon which our common stock is then listed; and
- to indemnify limited partners exercising redemption rights against all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue, or alleged untrue, statement of a material fact contained in the registration statement, preliminary prospectus or prospectus or caused by any omission, or alleged omission, to state a material fact required to be stated or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement, alleged untrue statement, omission or alleged omission based upon information furnished to us by such limited partners.

As a condition to our obligations with respect to such registration, each limited partner will agree, among other agreements:

- that no limited partner will offer or sell shares of common stock that are issued upon redemption of their OP units until such shares have been included in an effective registration statement;
- that, if we determine in good faith, after consultation with counsel, that registration of shares for resale would require the disclosure of important information that we have a bona fide business purpose for preserving as confidential, the registration rights of each limited partner will be suspended until we notify such limited partners that suspension of their registration rights is no longer necessary (so long as we do not suspend their rights for more than 180 days in any 12-month period);

- that if we propose an underwritten public offering, each limited partner will agree not to effect any offer, sale or distribution of any of our shares of common stock during the period commencing on the tenth day prior to the expected effective date of a registration statement filed with respect to the public offering or commencement date of a proposed offering and ending on the date specified by the managing underwriter for such offering (provided no limited partner shall be required to agree not to effect any offer, sale or distribution of our shares of common stock for a period of time that is longer than the greater of 90 days or the period of time for which any of our senior executive officers is required so to agree in connection with such offering); and

- to indemnify us and each of our officers, directors and controlling persons against all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue, or alleged untrue, statement or omission, or alleged omission, contained in (or omitted from) any registration statement based upon information furnished to us by such limited partner.

Subject to certain exceptions, our Operating Partnership will pay all expenses in connection with the exercise of registration rights under our Operating Partnership's partnership agreement.

Amendments of the Partnership Agreement

The general partner, without the consent of the limited partners, may amend the partnership agreement in any respect; provided that the following amendments require the consent of limited partners holding more than 50% of the partnership interests of the limited partners (other than those held by the general partner, our company or any subsidiary of the general partner or our company):

- any amendment affecting the operation of the conversion factor or the redemption right (except as otherwise provided in the partnership agreement) in a manner that adversely affects the limited partners in any material respect;

- any amendment that would adversely affect the rights of the limited partners to receive the distributions payable to them under the partnership agreement, other than with respect to the issuance of additional OP units pursuant to the partnership agreement;

- any amendment that would alter our Operating Partnership's allocations of profit and loss to the limited partners, other than with respect to the issuance of additional OP units pursuant to the partnership agreement;

- any amendment that would impose on the limited partners any obligation to make additional capital contributions to our Operating Partnership; or

- any amendment to the provisions of the partnership agreement that control amendments to the partnership agreement.

Indemnification and Limitation of Liability

The limited partners of our Operating Partnership expressly acknowledge that the general partner of our Operating Partnership is acting for the benefit of our Operating Partnership, the limited partners (including us) and our stockholders collectively and that the general partner is under no obligation to consider the separate interests of the limited partners (including, without limitation, the tax consequences to some or all of the limited partners) in deciding whether to

cause our Operating Partnership to take, or decline to take, any actions. The partnership agreement provides that in the event of a conflict between the interests of our stockholders on the one hand, and the limited partners of our Operating Partnership on the other hand, the general partner will endeavor in good faith to resolve the conflict in a manner not adverse to either our stockholders or the limited partners, provided however, that so long as we or the general partner own a controlling interest in our Operating Partnership, any such conflict that the general partner, in its sole and absolute discretion, determines cannot be resolved in a manner not adverse to either our stockholders or the limited partners of our Operating Partnership will be resolved in favor of our stockholders, and the general partner will not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by the limited partners in connection with such decisions.

To the extent permitted by applicable law, the partnership agreement will provide for the indemnification of the general partner and its and our, and our subsidiaries', officers, directors, employees and any other persons the general partner may designate from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of our Operating Partnership as set forth in the partnership agreement in which any indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established that:

- the act or omission of the indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty;
- the indemnitee actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the indemnitee had reasonable cause to believe that the act or omission was unlawful.

Similarly, the general partner of our Operating Partnership and our officers, directors, agents or employees, will not be liable for monetary damages to our Operating Partnership or the limited partners for losses sustained, liabilities incurred or benefits not derived by the limited partners as a result of errors in judgment or mistakes of fact or law or of any act or omission so long as any such party acted in good faith.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Term

Our Operating Partnership will continue indefinitely or until sooner dissolved upon:

- an event of bankruptcy (as defined in the partnership agreement) as to the general partner or the dissolution, death, removal or withdrawal of the general partner (unless the limited partners elect to continue the partnership);
- the passage of 90 days after the sale or other disposition of all or substantially all of the assets of our Operating Partnership;

- the redemption of all OP units (other than those held by the general partner) unless the general partner decides to continue the partnership by the admission of one or more limited partners; or

- an election by us in our capacity as the sole member of the general partner.

Tax Matters

Our Operating Partnership agreement provides that the sole general partner of our Operating Partnership is the "partnership representative" of our Operating Partnership and, as such, has authority to handle tax audits and to make tax elections under the Code on behalf of our Operating Partnership.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information regarding the beneficial ownership of shares of our common stock, including shares of our common stock into which OP units are exchangeable, immediately following the completion of this offering, the concurrent CTO private placement and the formation transactions for (1) each person who is expected to be the beneficial owner of 5% or more of our outstanding common stock, (2) each of our directors, director nominees and executive officers and (3) all of our directors, director nominees and executive officers as a group. This table assumes that this offering, the concurrent CTO private placement and the formation transactions are completed and gives effect to the expected issuance of common stock in connection with this offering and the concurrent CTO private placement and the expected issuance of OP units in connection with the formation transactions. Each person named in the table has sole voting and investment power with respect to all of the shares of our common stock shown as beneficially owned by such person, except as otherwise set forth in the notes to the table.

The SEC has defined “beneficial ownership” of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A stockholder is also deemed to be, as of any date, the beneficial owner of all securities that such stockholder has the right to acquire within 60 days after that date through (1) the exercise of any option, warrant or right, (2) the conversion of a security, (3) the power to revoke a trust, discretionary account or similar arrangement or (4) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of our common stock subject to options or other rights (as set forth above) held by that person that are exercisable as of the completion of this offering or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person.

Unless otherwise indicated, the address of each named person is c/o Alpine Income Property Trust, Inc., 1140 N. Williamson Blvd., Suite 140, Daytona Beach, Florida 32114. No shares beneficially owned by any executive officer, director or director nominee have been pledged as security.

	Amount and Nature of Beneficial Ownership			
	Immediately Prior to this Offering		Upon Completion of this Offering	
Name and Address of Beneficial Owner	Shares and OP units Beneficially Owned	Percentage	Shares and OP Units Beneficially Owned	Percentage (1)
Directors, Director Nominees and Executive Officers:				
John P. Albright	100 (2)	100%	—	—
Mark E. Patten	—	—	—	—
Steven R. Greathouse	—	—	—	—
Daniel E. Smith	—	—	—	—
Mark O. Decker, Jr	—	—	2,000	*
M. Carson Good	—	—	2,000	*
Andrew C. Richardson	—	—	2,000	*
Jeffrey S. Yarckin	—	—	2,000	*
All directors, director nominees and executive officers as a group (8 persons)	100	100%	8,000	*
More than 5% Stockholders:				
Consolidated-Tomoka Land Co.	—	—	1,598,854	17.6%

* Represents less than 1% of the number of shares of our common stock outstanding upon the completion of this offering.
(1) Assumes 7,883,000 shares of our common stock and 1,223,854 OP units (excluding OP units held by us) are outstanding immediately following this offering.
(2) These shares will be repurchased by us at cost for $1,000 at the closing of this offering.

DESCRIPTION OF CAPITAL STOCK

The following is a summary of the material terms of our capital stock. For a complete description, you are urged to review in their entirety our charter and our bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part, and applicable Maryland law. See "Where You Can Find More Information."

General

Following the completion of this offering, the concurrent CTO private placement and the formation transactions, our authorized capital stock will consist of 500,000,000 shares of our common stock, $0.01 par value per share, and 100,000,000 shares of preferred stock, $0.01 par value per share. A majority of our entire board of directors has the power, without stockholder approval, to amend our charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that we are authorized to issue. Upon the completion of this offering and the concurrent CTO private placement, based upon the mid-point of the price range set forth on the front cover of this prospectus and assuming the underwriters do not exercise their option to purchase additional shares of our common stock, we expect that 7,883,000 shares of our common stock will be issued and outstanding.

Under Maryland law, our stockholders generally are not liable for our debts or obligations solely as a result of that stockholder's status as a stockholder.

Common Stock

All shares of our common stock offered by this prospectus will be duly authorized, fully paid and nonassessable. Stockholders are entitled to receive distributions when authorized by our board of directors and declared by us out of assets legally available for the payment of dividends. Stockholders are also entitled to share ratably in our assets legally available for distribution to our stockholders in the event of our liquidation, dissolution, or winding up, after payment of, or adequate provision for, all of our known debts and liabilities. These rights are subject to the preferential rights of any other class or series of our stock, including any shares of preferred stock we may issue, and to the provisions of our charter regarding restrictions on ownership and transfer of our stock.

Subject to our charter restrictions on ownership and transfer of our stock and the terms of any other class or series of our stock, each outstanding share of our common stock entitles the holder thereof to one vote on all matters submitted to a vote of stockholders, including the election of directors. Cumulative voting in the election of directors is not permitted. Directors will be elected by a plurality of the votes cast at the meeting in which directors are being elected and at which a quorum is present. This means that the holders of a majority of the outstanding shares of our common stock can effectively elect all of the directors then standing for election, and the holders of the remaining shares will not be able to elect any directors.

Our common stockholders have no preference, conversion, exchange, sinking fund or redemption rights and have no preemptive rights to subscribe for any of our capital stock. Our charter provides that our stockholders generally have no appraisal rights unless our board of directors determines that appraisal rights will apply to one or more transactions in which our common stockholders would otherwise be entitled to exercise such rights. Subject to our charter restrictions on ownership and transfer of our stock, holders of shares of our common stock will initially have equal dividend, liquidation and other rights.

Under Maryland law, a Maryland corporation generally cannot dissolve, amend its charter, merge, sell all or substantially all of its assets, convert into another form of entity, engage in a

statutory share exchange or engage in similar transactions unless such transaction is declared advisable by the board of directors and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of all of the votes entitled to be cast on the matter unless a lesser percentage (but not less than a majority of the votes entitled to be cast on the matter) is set forth in the corporation's charter. Our charter provides for approval of these matters by the affirmative vote of stockholders entitled to cast a majority of the votes entitled to be cast on such matter, except that the affirmative vote of stockholders holding at least two-thirds of the shares entitled to vote on such matter is required to amend the provisions of our charter relating to the removal of directors or the vote required to amend the removal provisions. Maryland law also permits a corporation to transfer all or substantially all of its assets without the approval of its stockholders to an entity all of the equity interests of which are owned, directly or indirectly, by the corporation. Because our operating assets may be held by our Operating Partnership or its wholly-owned subsidiaries, these subsidiaries may be able to merge or transfer all or substantially all of their assets without the approval of our stockholders.

Our charter authorizes our board of directors to reclassify any unissued shares of our common stock into other classes or series of stock, including classes or series of preferred stock, and to establish the designation and number of shares of each such class or series and to set, subject to the provisions of our charter regarding the restrictions on ownership and transfer of our stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of each such class or series. Thus, our board of directors could authorize the issuance of shares of common stock or preferred stock with terms and conditions which could have the effect of delaying, deferring or preventing a transaction or a change in control that might involve a premium price for our common stock or that our common stockholders otherwise believe to be in their best interests.

Preferred Stock

Under the terms of our charter, our board of directors is authorized to classify any unissued shares of our preferred stock and to reclassify any previously classified but unissued shares of preferred stock into other classes or series of stock. Before the issuance of shares of each class or series, our board of directors is required by Maryland law and by our charter to set, subject to our charter restrictions on ownership and transfer of stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption for each class or series. Upon completion of this offering, we will have no preferred stock outstanding, and we have no present plans to issue preferred stock in the immediate future.

Power to Issue Additional Shares of Common Stock and Preferred Stock

We believe that the power to issue additional shares of our common stock or preferred stock and to classify or reclassify unissued shares of our common stock or preferred stock and to issue the classified or reclassified shares provides us with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise. These actions can be taken without action by our stockholders, unless stockholder approval is required by applicable law, the terms of any class or series of our stock or the rules of any stock exchange or automated quotation system on which our stock may be listed or traded. Although we have no present intention of doing so, we could issue a class or series of stock that could delay, defer or prevent a transaction or a change in control of our company that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interest. In addition, our issuance of additional shares of stock in the future could dilute the voting and other rights of your shares. See "Certain Provisions of Maryland Law and of Our Charter and Bylaws—Anti-takeover Effect of Certain Provisions of Maryland Law and of Our Charter and Bylaws."

Restrictions on Ownership and Transfer

For us to qualify and maintain our qualification as a REIT for each taxable year commencing with our taxable year ending December 31, 2020, our shares of stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year. Also, not more than 50% of the value of our outstanding shares of stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year commencing with our taxable year ending December 31, 2020.

Because our board of directors believes it is at present essential for us to qualify as a REIT, our charter, subject to certain exceptions, restricts the amount of our shares of stock that a person may beneficially or constructively own. Our charter provides that, subject to certain exceptions, no person may beneficially or constructively own more than 9.8% in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of our capital stock.

Our charter also prohibits any person from (i) beneficially owning shares of our capital stock to the extent that such beneficial ownership would result in our being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of the taxable year), (ii) transferring shares of our capital stock to the extent that such transfer would result in shares of our capital stock being beneficially owned by less than 100 persons (determined under the principles of Section 856(a)(5) of the Code), (iii) beneficially or constructively owning shares of our capital stock to the extent such beneficial or constructive ownership would cause us to constructively own 10% or more of the ownership interests in a tenant (other than a TRS) of our real property within the meaning of Section 856(d)(2)(B) of the Code or (iv) beneficially or constructively owning or transferring shares of our capital stock if such ownership or transfer would otherwise cause us to fail to qualify as a REIT. Any person who acquires or attempts or intends to acquire beneficial or constructive ownership of shares of our capital stock that will or may violate any of the foregoing restrictions on transferability and ownership, or any person who would have owned shares of our capital stock that resulted in a transfer of shares of our capital stock to a charitable trust, is required to give written notice immediately to us, or in the case of a proposed or attempted transaction, to give at least 15 days' prior written notice, and provide us with such other information as we may request in order to determine the effect of such transfer on our qualification as a REIT. The foregoing restrictions on transferability and ownership will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT.

Our board of directors, in its sole discretion, may prospectively or retroactively exempt a person from the limits described above and may establish or increase an excepted holder percentage limit for such person. The person seeking an exemption must provide to our board of directors such representations, covenants and undertakings as our board of directors may deem appropriate in order to conclude that granting the exemption will not cause us to fail to qualify as a REIT. Our board of directors may not grant such an exemption to any person if such exemption would result in our failing to qualify as a REIT. Our board of directors may require a ruling from the IRS or an opinion of counsel, in either case in form and substance satisfactory to the board of directors, in its sole discretion, in order to determine or ensure our status as a REIT.

Any attempted transfer of shares of our capital stock which, if effective, would violate any of the restrictions described above will result in the number of shares causing the violation (rounded up to the nearest whole share) to be automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries, except that any transfer that results in the violation of the restriction relating to shares of our capital stock being beneficially owned by fewer than 100 persons will be void

ab initio. In either case, the proposed transferee will not acquire any rights in such shares. The automatic transfer will be deemed to be effective as of the close of business on the business day prior to the date of the purported transfer or other event that results in the transfer to the trust. Shares held in the trust will be issued and outstanding shares. The proposed transferee will not benefit economically from ownership of any shares held in the trust, will have no rights to dividends or other distributions and will have no rights to vote or other rights attributable to the shares held in the trust. The trustee of the trust will have all voting rights and rights to dividends or other distributions with respect to shares held in the trust. These rights will be exercised for the exclusive benefit of the charitable beneficiary. Any dividend or other distribution paid prior to our discovery that shares have been transferred to the trust will be paid by the recipient to the trustee upon demand. Any distribution authorized but unpaid will be paid when due to the trustee. Any dividend or other distribution paid to the trustee will be held in trust for the charitable beneficiary. Subject to Maryland law, the trustee will have the authority (i) to rescind as void any vote cast by the proposed transferee prior to our discovery that the shares have been transferred to the trust and (ii) to recast the vote in accordance with the desires of the trustee acting for the benefit of the charitable beneficiary. However, if we have already taken irreversible corporate action, then the trustee will not have the authority to rescind and recast the vote.

Within 20 days of receiving notice from us that shares of our capital stock have been transferred to the trust, the trustee will sell the shares to a person designated by the trustee, whose ownership of the shares will not violate the above ownership and transfer limitations. Upon the sale, the interest of the charitable beneficiary in the shares sold will terminate and the trustee will distribute the net proceeds of the sale to the proposed transferee and to the charitable beneficiary as follows. The proposed transferee will receive the lesser of (i) the price paid by the proposed transferee for the shares or, if the proposed transferee did not give value for the shares in connection with the event causing the shares to be held in the trust (e.g., a gift, devise or other similar transaction), the market price (as defined in our charter) of the shares on the day of the event causing the shares to be held in the trust and (ii) the price received by the trustee (net of any commission and other expenses of sale) from the sale or other disposition of the shares. The trustee may reduce the amount payable to the proposed transferee by the amount of dividends or other distributions paid to the proposed transferee and owed by the proposed transferee to the trustee. Any net sale proceeds in excess of the amount payable to the proposed transferee will be paid immediately to the charitable beneficiary. If, prior to our discovery that shares of our capital stock have been transferred to the trust, the shares are sold by the proposed transferee, then (i) the shares shall be deemed to have been sold on behalf of the trust and (ii) to the extent that the proposed transferee received an amount for the shares that exceeds the amount he or she was entitled to receive, the excess shall be paid to the trustee upon demand.

In addition, shares of our capital stock held in the trust will be deemed to have been offered for sale to us, or our designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in the transfer to the trust (or, in the case of a devise or gift, the market price at the time of the devise or gift) and (ii) the market price on the date we, or our designee, accept the offer, which we may reduce by the amount of dividends and distributions paid to the proposed transferee and owed by the proposed transferee to the trustee. We will have the right to accept the offer until the trustee has sold the shares. Upon a sale to us, the interest of the charitable beneficiary in the shares sold will terminate and the trustee will distribute the net proceeds of the sale to the proposed transferee.

If a transfer to a charitable trust, as described above, would be ineffective for any reason to prevent a violation of a restriction, the transfer that would have resulted in such violation will be void ab initio, and the proposed transferee shall acquire no rights in such shares.

Every owner of more than 5% (or such lower percentage as required by the Code or the regulations promulgated thereunder) of shares of our capital stock, within 30 days after the end of

each taxable year, is required to give us written notice, stating his or her name and address, the number of shares of each class and/or series of our stock that he or she beneficially owns and a description of the manner in which the shares are held. Each such owner must provide us with such additional information as we may request in order to determine the effect, if any, of his or her beneficial ownership on our status as a REIT and to ensure compliance with the ownership limits. In addition, each stockholder will upon demand be required to provide us with such information as we may request in order to determine our status as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance and to ensure compliance with the ownership limit.

These ownership limitations could delay, defer or prevent a transaction or a change in control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders.

Transfer Agent and Registrar

We anticipate that the transfer agent and registrar for our shares of our common stock will be Computershare Trust Company, N.A.

CERTAIN PROVISIONS OF MARYLAND LAW AND OF OUR CHARTER AND BYLAWS

The following summary of certain provisions of Maryland law and of our charter and bylaws does not purport to be complete and is subject to and qualified in its entirety by reference to our charter and bylaws, copies of which are filed as exhibits to the registration statement of which this prospectus is a part, and to Maryland law. See "Where You Can Find More Information."

Our Board of Directors

Under our charter and bylaws, the number of directors of our company may be established, increased or decreased only by a majority of our entire board of directors but may not be fewer than the minimum number required under the MGCL (which is one) nor, unless our bylaws are amended, more than 15.

Removal of Directors

Our charter provides that, subject to the rights of holders of one or more classes or series of preferred stock to elect or remove one or more directors, a director may be removed only for cause (as defined in our charter) and only by the affirmative vote of at least two-thirds of the votes entitled to be cast generally in the election of directors.

Business Combinations

Under the MGCL, certain "business combinations" (including a merger, consolidation, statutory share exchange or, in certain circumstances specified under the statute, an asset transfer or issuance or reclassification of equity securities) between a Maryland corporation and any interested stockholder, or an affiliate of such an interested stockholder, are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. Maryland law defines an interested stockholder as:

- any person who beneficially owns, directly or indirectly, 10% or more of the voting power of the corporation's outstanding voting stock; or
- an affiliate or associate of the corporation who, at any time within the two-year period prior to the date in question, was the beneficial owner of 10% or more of the voting power of the then-outstanding voting stock of the corporation.

A person is not an interested stockholder under the MGCL if the board of directors approved in advance the transaction by which the person otherwise would have become an interested stockholder. In approving a transaction, the board of directors may provide that its approval is subject to compliance, at or after the time of the approval, with any terms and conditions determined by it.

After such five-year period, any such business combination must be recommended by the board of directors of the corporation and approved by the affirmative vote of at least:

- 80% of the votes entitled to be cast by holders of outstanding shares of voting stock of the corporation; and
- two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the interested stockholder with whom (or with whose affiliate) the business combination is to be effected or held by an affiliate or associate of the interested stockholder.

These supermajority approval requirements do not apply if, among other conditions, the corporation's common stockholders receive a minimum price (as defined in the MGCL) for their shares and the consideration is received in cash or in the same form as previously paid by the interested stockholder for its shares.

These provisions of the MGCL do not apply, however, to business combinations that are approved or exempted by a corporation's board of directors prior to the time that the interested stockholder becomes an interested stockholder. As permitted by the MGCL, our board of directors has adopted a resolution exempting any business combination between us and any other person from the provisions of this statute. Consequently, the five-year prohibition and the supermajority vote requirements will not apply to business combinations involving us. As a result, any person will be able to enter into business combinations with us that may not be in the best interests of our stockholders, without compliance with the supermajority vote requirements and other provisions of the statute. However, our board of directors may repeal or modify this resolution at any time in the future, in which case the applicable provisions of the MGCL will become applicable to business combinations between us and interested stockholders.

Control Share Acquisitions

The MGCL provides that a holder of "control shares" of a Maryland corporation acquired in a "control share acquisition" has no voting rights with respect to those shares except to the extent approved by the affirmative vote of at least two-thirds of the votes entitled to be cast by stockholders entitled to exercise or direct the exercise of the voting power in the election of directors generally but excluding: (1) the person who has made or proposes to make the control share acquisition; (2) any officer of the corporation; or (3) any employee of the corporation who is also a director of the corporation. "Control shares" are voting shares of stock that, if aggregated with all other such shares of stock previously acquired by the acquirer or in respect of which the acquirer is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquirer to exercise voting power in electing directors within one of the following ranges:

- one-tenth or more but less than one-third;
- one-third or more but less than a majority; or
- a majority or more of all voting power.

Control shares do not include shares that the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A "control share acquisition" means the acquisition, directly or indirectly, of ownership of, or the power to direct the exercise of voting power with respect to, issued and outstanding control shares, subject to certain exceptions.

A person who has made or proposes to make a control share acquisition, upon satisfaction of certain conditions (including an undertaking to pay expenses and making an "acquiring person statement" as described in the MGCL), may compel the board of directors of the company to call a special meeting of stockholders to be held within 50 days of demand to consider the voting rights of the control shares. If no request for a special meeting is made, the corporation may itself present the question at any stockholders meeting.

If voting rights of control shares are not approved at the meeting or if the acquiring person does not deliver an "acquiring person statement" as required by the statute, then, subject to certain conditions and limitations, the corporation may redeem any or all of the control shares (except

those for which voting rights have previously been approved) for fair value determined, without regard to the absence of voting rights for the control shares, as of the date of the last control share acquisition by the acquirer or, if a meeting of stockholders at which the voting rights of such shares are considered and not approved is held, as of the date of such meeting. If voting rights for control shares are approved at a stockholders meeting and the acquirer becomes entitled to vote a majority of the shares entitled to vote, all other stockholders may exercise appraisal rights. The fair value of the shares as determined for purposes of such appraisal rights may not be less than the highest price per share paid by the acquirer in the control share acquisition.

The control share acquisition statute does not apply (1) to shares acquired in a merger, consolidation or statutory share exchange if the corporation is a party to the transaction or (2) to acquisitions approved or exempted by the charter or bylaws of the corporation.

Our bylaws contain a provision exempting from the control share acquisition statute any and all control share acquisitions by any person of shares of our stock. There can be no assurance that such provision will not be amended or eliminated at any time in the future by our board of directors.

Subtitle 8

Subtitle 8 of Title 3 of the MGCL permits a Maryland corporation with a class of equity securities registered under the Exchange Act and at least three independent directors to elect, by provision in its charter or bylaws or a resolution of its board of directors and notwithstanding any contrary provision in the charter or bylaws, to be subject to any or all of the following five provisions:

- a classified board;
- a two-thirds vote requirement for removing a director;
- a requirement that the number of directors be fixed only by vote of the directors;
- a requirement that a vacancy on the board be filled only by a vote of the remaining directors (whether or not they constitute a quorum) and for the remainder of the full term of the class of directors in which the vacancy occurred and until a successor is elected and qualifies; or
- a majority requirement for the calling of a special meeting of stockholders.

Our charter will provide that, effective at such time as we are able to make a Subtitle 8 election, vacancies on our board of directors may be filled only by the remaining directors (whether or not they constitute a quorum) and that a director elected by the board of directors to fill a vacancy will serve for the remainder of the full term of the directorship. We have not elected to be subject to any of the other provisions of Subtitle 8, including the provisions that would permit us to classify our board of directors without stockholder approval. Moreover, our charter provides that, without the affirmative vote of a majority of the votes cast on the matter by stockholders entitled to vote generally in the election of directors, we may not elect to be subject to any of these additional provisions of Subtitle 8. Through provisions in our charter and bylaws unrelated to Subtitle 8, we (1) vest in our board of directors the exclusive power to fix the number of directors, (2) require, unless called by our chairman, our chief executive officer, our president or our board of directors, the request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast at the meeting to call a special meeting of stockholders and (3) provide that a director may be removed only for cause and by the affirmative vote of two-thirds of the votes entitled to be cast generally in the election of directors.

Amendments to Our Charter and Bylaws

Except as described herein and as provided in the MGCL, amendments to our charter must be advised by our board of directors and approved by the affirmative vote of our stockholders entitled to cast a majority of all of the votes entitled to be cast on the matter and our board of directors has the exclusive power to amend our bylaws.

Meetings of Stockholders

Under our bylaws and pursuant to Maryland law, annual meetings of stockholders will be held each year at a date and at the time and place determined by our board of directors. Special meetings of stockholders may be called by our board of directors, the chairman of our board of directors, our president or our chief executive officer. Additionally, subject to the provisions of our bylaws, special meetings of the stockholders to act on any matter must be called by our secretary upon the written request of stockholders entitled to cast a majority of all the votes entitled to be cast on such matter at such meeting who have requested the special meeting in accordance with the procedures set forth in, and provided the information and certifications required by, our bylaws. Only matters set forth in the notice of the special meeting may be considered and acted upon at such a meeting. Our secretary will inform the requesting stockholders of the reasonably estimated cost of preparing and delivering the notice of meeting (including our proxy materials), and the requesting stockholder must pay such estimated cost before our secretary may prepare and deliver the notice of the special meeting.

Corporate Opportunities

Our charter provides that, to the maximum extent permitted by Maryland law, each of CTO, its affiliates, each of their representatives, and each of our directors or officers who is also an officer, employee, agent, affiliate or designee of CTO or any of CTO's affiliates has the right to, and has no duty not to, (x) directly or indirectly engage in the same or similar business activities or lines of business as us, including those deemed to be competing with us, or (y) directly or indirectly do business with any of our clients, customers or suppliers. In the event that CTO or any of its affiliates or employees, or any of their representatives or designees, acquires knowledge of a potential transaction or matter that may be a corporate opportunity for us, CTO, its affiliates and employees and any of their representatives or designees shall have no duty to communicate or present such corporate opportunity to us or any of our affiliates and shall not be liable to us or any of our affiliates, subsidiaries, stockholders or other equity holders for breach of any duty by reason of the fact that CTO or any of its affiliates or employees, or any of their representatives or designees, directly or indirectly, pursues or acquires such opportunity for themselves, directs such opportunity to another person, or does not present such opportunity to us or any of our affiliates; provided, however, that such corporate opportunity is not presented to such person in his or her capacity as a director or officer of us.

Advance Notice of Director Nominations and New Business

Our bylaws provide that:

- with respect to an annual meeting of stockholders, nominations of individuals for election to our board of directors and the proposal of business to be considered by stockholders at the annual meeting may be made only:
    - pursuant to our notice of the meeting;
    - by or at the direction of our board of directors; or

- by a stockholder who was a stockholder of record at the record date set by the board of directors for the meeting, at the time of giving of the notice of the meeting and at the time of the annual meeting (and any postponement or adjustment thereof), who is entitled to vote at the meeting in the election of each individual so nominated or on such other business and who has complied with the advance notice procedures set forth in, and provided the information and certifications required by, our bylaws; and

- with respect to special meetings of stockholders, only the business specified in our company's notice of meeting may be brought before the special meeting of stockholders, and nominations of individuals for election to our board of directors may be made only:

  - by or at the direction of our board of directors; or

  - provided that the special meeting has been called in accordance with our bylaws for the purpose of electing directors, by any stockholder who is a stockholder of record at the record date set by the board of directors for the special meeting, at the time of giving of the notice required by our bylaws and at the time of the meeting (and any postponement or adjustment thereof), who is entitled to vote at the meeting in the election of each individual so nominated and who has complied with the advance notice provisions set forth in, and provided the information and certifications required by, our bylaws.

The purpose of requiring stockholders to give advance notice of nominations and other proposals is to afford our board of directors and our stockholders the opportunity to consider the qualifications of the proposed nominees or the advisability of the other proposals and, to the extent considered necessary by our board of directors, to inform stockholders and make recommendations regarding the nominations or other proposals. Although our bylaws do not give our board of directors the power to disapprove timely stockholder nominations and proposals, our bylaws may have the effect of precluding a contest for the election of directors or proposals for other action if the proper procedures are not followed, and of discouraging or deterring a third party from conducting a solicitation of proxies to elect its own slate of directors to our board of directors or to approve its own proposal.

Anti-takeover Effect of Certain Provisions of Maryland Law and of Our Charter and Bylaws

The restrictions on ownership and transfer of our stock, the supermajority vote required to remove directors, our election to be subject to the provision of Subtitle 8 vesting in our board of directors the exclusive power to fill vacancies on our board of directors, and the advance notice provisions of our bylaws could delay, defer or prevent a transaction or a change of control of our company. Likewise, if our board of directors were to elect to be subject to the business combination provisions of the MGCL or if the provision in our bylaws opting out of the control share acquisition provisions of the MGCL were amended or rescinded, in each instance requiring the affirmative vote of a majority of the votes cast on the matter by stockholders entitled to vote generally in the election of directors, these provisions of the MGCL could have similar anti-takeover effects.

Further, a majority of our entire board of directors has the power to increase or decrease the aggregate number of authorized shares of stock or the number of shares of any class or series of stock that we are authorized to issue, to classify and reclassify any unissued shares of our stock into other classes or series of stock and to authorize us to issue the newly classified shares, as discussed under the captions "Description of Capital Stock—Common Stock" and "—Power to Issue Additional Shares of Common Stock and Preferred Stock," and could authorize the issuance of shares of common stock or another class or series of stock, including a class or series of

preferred stock, that could have the effect of delaying, deferring or preventing a change in control of us. These actions may be taken without stockholder approval unless such approval is required by applicable law, the terms of any other class or series of our stock or the rules of any stock exchange or automated quotation system on which any of our stock is listed or traded. We believe that the power of our board of directors to increase or decrease the number of authorized shares of stock and to classify or reclassify unissued shares of our common stock or preferred stock and thereafter to cause us to issue such shares of stock will provide us with increased flexibility in structuring possible future financings and acquisitions and in meeting other needs which might arise.

Our charter and bylaws also provide that the number of directors may be established only by our board of directors, which prevents our stockholders from increasing the number of our directors and filling any vacancies created by such increase with their own nominees. The provisions of our bylaws discussed above under the captions "—Meetings of Stockholders" and "—Advance Notice of Director Nominations and New Business" require stockholders seeking to call a special meeting, nominate an individual for election as a director or propose other business at an annual or special meeting to comply with certain notice and information requirements. We believe that these provisions will help to assure the continuity and stability of our business strategies and policies as determined by our board of directors and promote good corporate governance by providing us with clear procedures for calling special meetings, information about a stockholder proponent's interest in us and adequate time to consider stockholder nominees and other business proposals. However, these provisions, alone or in combination, could make it more difficult for our stockholders to remove incumbent directors or fill vacancies on our board of directors with their own nominees and could delay, defer or prevent a change in control, including a proxy contest or tender offer that might involve a premium price for our common stockholders or otherwise be in the best interest of our stockholders.

Exclusive Forum

Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Circuit Court for Baltimore City, Maryland, or, if that court does not have jurisdiction, the United States District Court for the District of Maryland, Baltimore Division, will be the sole and exclusive forum for (a) any Internal Corporate Claim, as such term is defined in the MGCL, (b) any derivative action or proceeding brought on our behalf other than actions arising under the federal securities laws such as the Securities Act and the Exchange Act, (c) any action asserting a claim of breach of any duty owed by any of our directors, officers or other employees to us or to our stockholders, (d) any action asserting a claim against us or any of our directors, officers or other employees arising pursuant to any provision of the MGCL or our charter or bylaws or (e) any action asserting a claim against us or any of our directors, officers or other employees that is governed by the internal affairs doctrine.

Limitation of Liability and Indemnification of Directors and Officers

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from actual receipt of an improper benefit or profit in money, property or services or active and deliberate dishonesty that is established by a final judgment and is material to the cause of action. Our charter contains such a provision that eliminates such liability to the maximum extent permitted by Maryland law.

The MGCL requires a Maryland corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or

otherwise, in the defense of any proceeding to which he or she is made or threatened to be made a party by reason of his or her service in that capacity. The MGCL permits a Maryland corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made or are threatened to be made a party by reason of their service in those or other capacities unless it is established that:

- the act or omission of the director or officer was material to the matter giving rise to the proceeding and:
  - was committed in bad faith; or
  - was the result of active and deliberate dishonesty;
- the director or officer actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful.

However, under the MGCL, a Maryland corporation may not indemnify a director or officer for an adverse judgment in a suit by or on behalf of the corporation or if the director or officer was adjudged liable on the basis that personal benefit was improperly received, unless, in either case, a court orders indemnification and then only for expenses. A court may order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, even though the director or officer did not meet the prescribed standard of conduct or was adjudged liable on the basis that personal benefit was improperly received.

In addition, the MGCL permits a Maryland corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of:

- a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and
- a written undertaking, which may be unsecured, by the director or officer or on the director's or officer's behalf to repay the amount paid if it shall ultimately be determined that the standard of conduct has not been met.

Our charter obligates us, to the maximum extent permitted by Maryland law in effect from time to time, to indemnify and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding without requiring a preliminary determination of the director's or officer's ultimate entitlement to indemnification to:

- any present or former director or officer who is made or threatened to be made a party to or witness in the proceeding by reason of his or her service in that capacity; or
- any individual who, while a director or officer of our company and at our request, serves or has served as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise and who is made or threatened to be made a party to or witness in the proceeding by reason of his or her service in that capacity.

Our charter also permits us, with the approval of our board of directors, to indemnify and advance expenses to any person who served a predecessor of ours in any of the capacities described above and to any employee or agent of our company or a predecessor of our company.

Indemnification Agreements

We intend to enter into indemnification agreements with each of our directors and executive officers as described in "Management—Indemnification."

REIT Qualification

Our charter provides that our board of directors may revoke or otherwise terminate our REIT election, without approval of our stockholders, if it determines that it is no longer in our best interest to attempt to, or continue to, qualify as a REIT.

SHARES ELIGIBLE FOR FUTURE SALE

General

Upon the completion of this offering and the concurrent CTO private placement, based upon the mid-point of the price range set forth on the front cover of this prospectus, we expect to have 7,883,000 outstanding shares of our common stock (9,008,000 shares if the underwriters' option to purchase additional shares is exercised in full). In addition, a total of 1,223,854 shares of our common stock are issuable upon exchange of OP units that we expect to be outstanding upon completion of this offering.

Of these shares, the 7,500,000 shares of our common stock sold in this offering (8,625,000 shares of our common stock if the underwriters' option to purchase additional shares is exercised in full) will be freely transferable without restriction or further registration under the Securities Act, subject to the restrictions on ownership and transfer of our stock set forth in our charter.

There is currently no public market for our common stock. Trading of our common stock on the NYSE is expected to commence following the pricing of this offering. No assurance can be given as to (i) the likelihood that an active market for common stock will develop, (ii) the liquidity of any such market, (iii) the ability of the stockholders to sell their shares or (iv) the prices that stockholders may obtain for any of their shares. No prediction can be made as to the effect, if any, that future sales of shares, or the availability of shares for future sale, will have on the market price prevailing from time to time. Sales of substantial amounts of our common stock (including shares of our common stock issued upon the exchange of OP units), or the perception that such sales could occur, may adversely affect prevailing market prices of our common stock. See "Risk Factors —Risks Related to Our Common Stock and this Offering."

For a description of certain restrictions on ownership and transfer of shares of our common stock held by certain of our stockholders, see "Description of Capital Stock—Restrictions on Ownership and Transfer."

Rule 144

After giving effect to this offering and the concurrent CTO private placement, we expect that 375,000 shares of our outstanding common stock (based on the mid-point of the price range set forth on the front cover of this prospectus) will be "restricted" securities under the meaning of Rule 144 under the Securities Act, and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemption provided by Rule 144.

In general, under Rule 144 as currently in effect, beginning 90 days after the date of this prospectus, a person who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale and who has beneficially owned shares considered to be restricted securities under Rule 144 for at least six months would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person who has beneficially owned shares considered to be restricted securities under Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

An affiliate of ours who has beneficially owned shares of our common stock for at least six months would be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the shares of our common stock then outstanding, which will equal approximately 78,830 shares immediately after this offering and the concurrent CTO private placement (or, 90,080 shares if the underwriters' option to purchase additional shares is exercised in full); or

- the average weekly trading volume of our common stock on the NYSE during the four calendar weeks preceding the date on which notice of the sale is filed with the SEC;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale and have filed all required reports during that time period. Such sales by affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Redemption/Exchange Rights

Concurrently with the completion of this offering, we will enter into the partnership agreement of our Operating Partnership. See "Description of the Partnership Agreement of Alpine Income Property OP, LP."

Pursuant to the partnership agreement, limited partners (other than the general partner, our company or any subsidiary of the general partner or our company) will receive certain redemption rights. See "Description of the Partnership Agreement of Alpine Income Property OP, LP—Redemption Rights."

Lock-up Agreements

In addition to the limits placed on the sale of our common stock by operation of Rule 144 and other provisions of the Securities Act, subject to certain exceptions, we, our Manager, our executive officers, directors and director nominees and CTO have agreed with the underwriters not to offer, sell, transfer or otherwise dispose of any of our common stock or any securities convertible into or exercisable or exchangeable for, exercisable for, or repayable with our common stock, for a period of 180 days after the date of this prospectus without first obtaining the written consent of Raymond James & Associates, Inc. See "Underwriting."

Registration Rights

Upon the completion of this offering, the concurrent CTO private placement and the formation transactions, we will enter into a registration rights agreement with CTO pursuant to which we will agree to register the resale of the shares of common stock CTO has agreed to acquire in the concurrent CTO private placement. We refer to these shares of common stock, and any shares of common stock issued to a holder with respect to shares purchased in the concurrent CTO private placement by reason of or in connection with any stock dividend, stock distribution, stock split, purchase in any rights offering or in connection with any combination of shares, recapitalization, merger or consolidation, or any other equity securities issued pursuant to any other pro rata distribution with respect to the shares of common stock, as the "registrable shares." The registration rights agreement requires us to file a "shelf registration statement" to register the resale of the registrable shares as soon as practicable after we become eligible to use Form S-3, and we must maintain the effectiveness of such shelf registration statement until all the registrable shares have been sold under the shelf registration statement or become eligible for sale, without restriction, pursuant to Rule 144 under the Securities Act.

In addition, pursuant to the terms of our Operating Partnership's partnership agreement, following the date on which we become eligible to use a registration statement on Form S-3 for the registration of securities and subject to certain further conditions as set forth in our Operating Partnership's partnership agreement, we will be obligated to file a shelf registration statement covering the issuance or resale of shares of our common stock received by limited partners upon redemption of their OP units. See "Description of the Partnership Agreement of Alpine Income Property OP, LP—Registration Rights" for further details.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

This section summarizes the material U.S. federal income tax considerations that you, as a prospective holder of our common stock, may consider relevant in connection with the purchase, ownership and disposition of our common stock. Vinson & Elkins L.L.P. has acted as our counsel, has reviewed this summary, and is of the opinion that the discussion contained herein is accurate in all material respects. Because this section is a summary, it does not address all aspects of taxation that may be relevant to particular stockholders in light of their personal investment or tax circumstances, or to certain types of stockholders that are subject to special treatment under the U.S. federal income tax laws, such as:

- insurance companies;
- tax-exempt organizations (except to the limited extent discussed in "Tax Considerations for Holders of Our Common Stock—Taxation of Tax-Exempt Stockholders" below);
- financial institutions or broker-dealers;
- non-U.S. individuals and foreign corporations (except to the limited extent discussed in "Tax Considerations for Holders of Our Common Stock—Taxation of Non-U.S. Stockholders" below);
- U.S. expatriates;
- persons who mark-to-market our common stock;
- subchapter S corporations;
- U.S. stockholders (as defined below) whose functional currency is not the U.S. dollar;
- regulated investment companies and REITs;
- trusts and estates;
- holders who receive our common stock through the exercise of employee stock options or otherwise as compensation;
- persons holding our common stock as part of a "straddle," "hedge," "conversion transaction," "synthetic security" or other integrated investment;
- persons subject to the alternative minimum tax provisions of the Code;
- persons subject to special tax accounting rules as a result of their use of applicable financial statements within the meaning of Section 451(b)(3) of the Code; and
- persons holding our common stock through a partnership or similar pass-through entity.

This summary assumes that stockholders hold our common stock as capital assets for U.S. federal income tax purposes, which generally means property held for investment.

The statements in this section are not intended to be, and should not be construed as, tax advice. The statements in this section are based on the Code, final, temporary and proposed

Treasury regulations, the legislative history of the Code, current administrative interpretations and practices of the IRS and court decisions. The reference to IRS interpretations and practices includes the IRS practices and policies endorsed in private letter rulings, which are not binding on the IRS except with respect to the taxpayer that receives the ruling. In each case, these sources are relied upon as they exist on the date of this discussion. Future legislation, Treasury regulations, administrative interpretations and court decisions could change the current law or adversely affect existing interpretations of current law on which the information in this section is based. Any such change could apply retroactively. We have not received any rulings from the IRS concerning our qualification as a REIT. Accordingly, even if there is no change in the applicable law, no assurance can be provided that the statements made in the following discussion, which do not bind the IRS or the courts, will not be challenged by the IRS or will be sustained by a court if so challenged.

WE URGE YOU TO CONSULT YOUR TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK AND OF OUR ELECTION TO BE TAXED AS A REIT. SPECIFICALLY, WE URGE YOU TO CONSULT YOUR TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES OF SUCH PURCHASE, OWNERSHIP, DISPOSITION AND ELECTION AND REGARDING POTENTIAL CHANGES IN APPLICABLE TAX LAWS.

Taxation of Our Company

We were formed in August 2019 as a Maryland corporation. We have in effect an election to be taxed as a pass-through entity under subchapter S of the Code, but intend to revoke our S election prior to the closing of this offering. We intend to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with our short taxable year ending December 31, 2019. We believe that, commencing with such short taxable year, we will be organized and will operate in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws, and we intend to continue to operate in such a manner, but no assurance can be given that we will operate in a manner so as to qualify or remain qualified as a REIT. This section discusses the laws governing the U.S. federal income tax treatment of a REIT and its stockholders. These laws are highly technical and complex.

In connection with this offering, Vinson & Elkins L.L.P. will render an opinion that, commencing with our short taxable year ending December 31, 2019, we will be organized in conformity with the requirements for qualification and taxation as a REIT under the U.S. federal income tax laws, and our proposed method of operations will enable us to satisfy the requirements for qualification and taxation as a REIT under the U.S. federal income tax laws for our short taxable year ending December 31, 2019 and subsequent taxable years. Investors should be aware that Vinson & Elkins L.L.P.'s opinion will be based upon various customary assumptions relating to our organization and operation, will be conditioned upon certain representations and covenants made by our management as to factual matters, including representations regarding our organization, the nature of our assets and income and the conduct of our business operations. Vinson & Elkins L.L.P.'s opinion is not binding upon the IRS or any court and speaks as of the date issued. In addition, Vinson & Elkins L.L.P.'s opinion will be based on existing U.S. federal income tax law governing qualification as a REIT, which is subject to change either prospectively or retroactively.

Moreover, our qualification and taxation as a REIT will depend upon our ability to meet, on a continuing basis, through actual annual and quarterly operating results, certain qualification tests set forth in the U.S. federal income tax laws. Those qualification tests involve the percentage of income that we earn from specified sources, the percentage of our assets that fall within specified

categories, the diversity of ownership of our stock and the percentage of our earnings that we distribute. Vinson & Elkins L.L.P. will not review our compliance with those tests on a continuing basis. Accordingly, no assurance can be given that our actual results of operations for any particular taxable year will satisfy such requirements. While we intend to operate so that we will qualify as a REIT, given the highly complex nature of the rules governing REITs, the ongoing importance of factual determinations and the possibility of future changes in our circumstances, no assurance can be given by tax counsel or by us that we will qualify as a REIT for any particular year. Vinson & Elkins L.L.P.'s opinion does not foreclose the possibility that we may have to use one or more of the REIT savings provisions described below, which could require us to pay an excise or penalty tax (which could be material) in order for us to maintain our REIT qualification. For a discussion of the tax consequences of our failure to qualify as a REIT, see "—Failure to Qualify."

If we qualify as a REIT, we generally will not be subject to U.S. federal income tax on the taxable income that we distribute to our stockholders. The benefit of that tax treatment is that it avoids the "double taxation," or taxation at both the corporate and stockholder levels, that generally applies to distributions by a corporation to its stockholders. However, even if we qualify as a REIT, we will be subject to U.S. federal tax in the following circumstances:

- We will pay U.S. federal income tax on any taxable income, including net capital gain, that we do not distribute to stockholders during, or within a specified time period after, the calendar year in which the income is earned.
- We will pay income tax at the highest U.S. federal corporate income tax rate on:
  - net income from the sale or other disposition of property acquired through foreclosure, or foreclosure property, that we hold primarily for sale to customers in the ordinary course of business, and
  - other non-qualifying income from foreclosure property.
- We will pay a 100% tax on our net income from sales or other dispositions of property, other than foreclosure property, that we hold primarily for sale to customers in the ordinary course of business.
- If we fail to satisfy one or both of the 75% gross income test or the 95% gross income test, as described below under "—Gross Income Tests," and nonetheless continue to qualify as a REIT because we meet other requirements, we will pay a 100% tax on:
  - the gross income attributable to the greater of the amount by which we fail the 75% gross income test or the 95% gross income test, in either case, multiplied by
  - a fraction intended to reflect our profitability.
- If, during a calendar year, we fail to distribute at least the sum of (1) 85% of our REIT ordinary income for the year, (2) 95% of our REIT capital gain net income for the year and (3) any undistributed taxable income required to be distributed from earlier periods, we will pay a 4% nondeductible excise tax on the excess of the required distribution over the amount we actually distributed.
- We may elect to retain and pay income tax on our net long-term capital gain. In that case, a stockholder would be taxed on its proportionate share of our undistributed long-term

capital gain (to the extent that we made a timely designation of such gain to the stockholders) and would receive a credit or refund for its proportionate share of the tax we paid.

- We will be subject to a 100% excise tax on transactions with any TRS we may form in the future that are not conducted on an arm's-length basis.

- If we fail to satisfy any of the asset tests, other than a de minimis failure of the 5% asset test, the 10% vote or the 10% value test, as described below under "—Asset Tests," as long as the failure was due to reasonable cause and not to willful neglect, we file a schedule with the IRS describing each asset that caused such failure and we dispose of the assets causing the failure or otherwise comply with the asset tests within six months after the last day of the quarter in which we identify such failure, we will pay a tax equal to the greater of $50,000 or the highest U.S. federal corporate income tax rate (currently 21%) on the net income from the non-qualifying assets during the period in which we failed to satisfy the asset tests.

- If we fail to satisfy one or more requirements for REIT qualification, other than the gross income tests and the asset tests, and such failure is due to reasonable cause and not to willful neglect, we will be required to pay a penalty of $50,000 for each such failure.

- If we acquire any asset from an entity treated as a C corporation (i.e., a corporation that generally is subject to full corporate-level tax) in a merger or other transaction in which we acquire a basis in the asset that is determined by reference either to such entity's basis in the asset or to another asset, we will pay tax at the highest applicable regular U.S. federal corporate income tax rate if we recognize gain on the sale or disposition of the asset during the five-year period after we acquire the asset provided no election is made for the transaction to be taxable on a current basis. The amount of gain on which we will pay tax is the lesser of:

  - the amount of gain that we recognize at the time of the sale or disposition, and

  - the amount of gain that we would have recognized if we had sold the asset at the time we acquired the asset.

- We may be required to pay monetary penalties to the IRS in certain circumstances, including if we fail to meet recordkeeping requirements intended to monitor our compliance with rules relating to the composition of a REIT's stockholders, as described below in "—Recordkeeping Requirements."

- The earnings of our lower-tier entities that are treated as C corporations, including any TRS we may form in the future, will be subject to U.S. federal corporate income tax.

In addition, notwithstanding our qualification as a REIT, we may also have to pay certain state and local income taxes because not all states and localities treat REITs in the same manner that they are treated for U.S. federal income tax purposes. Moreover, as further described below, any TRS we may form in the future will be subject to U.S. federal, state and local corporate income tax on its taxable income.

Requirements for Qualification

A REIT is a corporation, trust or association that meets each of the following requirements:

1. It is managed by one or more trustees or directors.

2. Its beneficial ownership is evidenced by transferable shares or by transferable certificates of beneficial interest.

3. It would be taxable as a domestic corporation, but for the REIT provisions of the U.S. federal income tax laws.

4. It is neither a financial institution nor an insurance company subject to special provisions of the U.S. federal income tax laws.

5. At least 100 persons are beneficial owners of its shares or ownership certificates.

6. Not more than 50% in value of its outstanding shares or ownership certificates is owned, directly or indirectly, by five or fewer individuals, which the Code defines to include certain entities, during the last half of any taxable year.

7. It elects to be a REIT, or has made such election for a previous taxable year, and satisfies all relevant filing and other administrative requirements established by the IRS that must be met to elect and maintain REIT status.

8. It meets certain other qualification tests, described below, regarding the nature of its income and assets and the distribution of its income.

9. It uses a calendar year for U.S. federal income tax purposes and complies with the recordkeeping requirements of the U.S. federal income tax laws.

10. It has not been a party to a spin-off transaction that is tax-deferred under section 355 of the Code during the applicable period.

We must meet requirements 1 through 4, 8 and 9 during our entire taxable year and must meet requirement 5 during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Requirements 5 and 6 will apply to us beginning with our 2020 taxable year. If we comply with all the requirements for ascertaining the ownership of our outstanding stock in a taxable year and have no reason to know that we violated requirement 6, we will be deemed to have satisfied requirement 6 for that taxable year. For purposes of determining stock ownership under requirement 6, an “individual” generally includes a supplemental unemployment compensation benefits plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes. An “individual,” however, generally does not include a trust that is a qualified employee pension or profit sharing trust under the U.S. federal income tax laws, and beneficiaries of such a trust will be treated as holding our stock in proportion to their actuarial interests in the trust for purposes of requirement 6.

Our charter provides restrictions regarding the transfer and ownership of shares of our outstanding capital stock (see “Description of Capital Stock—Restrictions on Ownership and Transfer”). We believe that we will issue sufficient stock with sufficient diversity of ownership to satisfy requirements 5 and 6 above. The restrictions in our charter are intended (among other things) to assist us in continuing to satisfy requirements 5 and 6 above. These restrictions, however, may not ensure that we will, in all cases, be able to satisfy such stock ownership requirements. If we fail to satisfy these stock ownership requirements, we may fail to qualify as a REIT.

Qualified REIT Subsidiaries. A corporation that is a “qualified REIT subsidiary” is not treated as a corporation separate from its parent REIT. All assets, liabilities and items of income,

deduction and credit of a "qualified REIT subsidiary" are treated as assets, liabilities and items of income, deduction and credit of the REIT. A "qualified REIT subsidiary" is a corporation, other than a TRS, all of the stock of which is owned by the REIT. Thus, in applying the requirements described herein, any "qualified REIT subsidiary" that we own will be ignored, and all assets, liabilities and items of income, deduction and credit of such subsidiary will be treated as our assets, liabilities and items of income, deduction and credit.

Other Disregarded Entities and Partnerships. An unincorporated domestic entity, such as a partnership or limited liability company that has a single owner for U.S. federal income tax purposes, generally is not treated as an entity separate from its owner for U.S. federal income tax purposes. An unincorporated domestic entity with two or more owners for U.S. federal income tax purposes is generally treated as a partnership for U.S. federal income tax purposes. In the case of a REIT that is a partner in a partnership that has other partners, the REIT is treated as owning its proportionate share of the assets of the partnership and as earning its allocable share of the gross income of the partnership for purposes of the applicable REIT qualification tests. Our proportionate share for purposes of the 10% vote or value test (see "—Asset Tests") will be based on our proportionate interest in the equity interests and certain debt securities issued by the partnership. For all of the other asset and income tests, our proportionate share will be based on our proportionate interest in the capital interests in the partnership. Our proportionate share of the assets, liabilities and items of income of any partnership, joint venture or limited liability company that is treated as a partnership for U.S. federal income tax purposes in which we acquire an equity interest, directly or indirectly, will be treated as our assets and gross income for purposes of applying the various REIT qualification requirements.

We have control of our Operating Partnership and intend to control any subsidiary partnerships and limited liability companies, and we intend to operate them in a manner consistent with the requirements for our qualification as a REIT. We may from time to time be a limited partner or non-managing member in some of our partnerships and limited liability companies. If a partnership or limited liability company in which we own an interest takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. In addition, it is possible that a partnership or limited liability company could take an action which could cause us to fail a gross income or asset test and that we would not become aware of such action in time to dispose of our interest in the partnership or limited liability company or take other corrective action on a timely basis. In that case, we could fail to qualify as a REIT unless we were able to qualify for a statutory REIT "savings" provisions, which could require us to pay a significant penalty tax to maintain our REIT qualification.

Taxable REIT Subsidiaries. A REIT may own up to 100% of the stock of one or more TRSs. A TRS is a fully taxable corporation that may earn income that would not be qualifying income if earned directly by the parent REIT. The subsidiary and the REIT must jointly elect to treat the subsidiary as a TRS. A corporation (other than a REIT) of which a TRS directly or indirectly owns more than 35% of the voting power or value of the outstanding securities will automatically be treated as a TRS. We will not be treated as holding the assets of a TRS or as receiving any income that the TRS earns. Rather, the stock issued by a TRS to us will be an asset in our hands, and we will treat the distributions paid to us from such TRS, if any, as income. This treatment may affect our compliance with the gross income and asset tests. Because we will not include the assets and income of TRSs in determining our compliance with the REIT requirements, we may use such entities to undertake activities indirectly, such as earning fee income, that the REIT rules might otherwise preclude us from doing directly or through pass-through subsidiaries. Overall, no more than 20% of the value of a REIT's assets may consist of stock or securities of one or more TRSs.

A TRS pays income tax at regular U.S. federal corporate income tax rates on any income that it earns. In addition, the TRS rules limit the deductibility of interest paid or accrued by a TRS to its parent REIT to assure that the TRS is subject to an appropriate level of corporate taxation. In addition, overall limitations on the deductibility of non-interest expense by businesses could apply to a TRS. Further, the rules impose a 100% excise tax on transactions between a TRS and its parent REIT or the REIT's tenants that are not conducted on an arm's-length basis.

Rent that we receive from a TRS will qualify as "rents from real property" as long as (1) at least 90% of the leased space in the property is leased to persons other than TRSs and related-party tenants and (2) the amount paid by the TRS to rent space at the property is substantially comparable to rents paid by other tenants of the property for comparable space, as described in further detail below under "—Gross Income Tests—Rents from Real Property." If we lease space to a TRS in the future, we will seek to comply with these requirements.

Gross Income Tests

We must satisfy two gross income tests annually to qualify as a REIT. First, at least 75% of our gross income for each taxable year must consist of defined types of income that we derive, directly or indirectly, from investments relating to real property or mortgages on real property or qualified temporary investment income. Qualifying income for purposes of the 75% gross income test generally includes:

- rents from real property;
- interest on debt secured by mortgages on real property or on interests in real property;
- dividends or other distributions on, and gain from the sale of, shares in other REITs;
- gain from the sale of real estate assets, other than
  - property held primarily for sale to customers in the ordinary course of business, and
  - debt instruments issued by a "publicly offered REIT", unless the debt instrument is secured by real property or an interest in real property;
- income derived from the operation, and gain from the sale, of foreclosure property;
- amounts (other than amounts the determination of which depends in whole or in part on the income or profits of any person) received or accrued as consideration for entering into agreements to purchase or lease real property (including interests in real property and interests in mortgages on real property); and
- income derived from the temporary investment of new capital that is attributable to the issuance of our stock or a public offering of our debt with a maturity date of at least five years and that we receive during the one-year period beginning on the date on which we received such new capital.

Second, in general, at least 95% of our gross income for each taxable year must consist of income that is qualifying income for purposes of the 75% gross income test, other types of interest and dividends, gain from the sale or disposition of shares or securities, or any combination of these. Cancellation of indebtedness income and gross income from our sale of property that we hold primarily for sale to customers in the ordinary course of business are excluded from both the

numerator and the denominator in both gross income tests. In addition, income and gain from "hedging transactions" that we enter into to hedge indebtedness incurred or to be incurred to acquire or carry real estate assets and that are clearly and timely identified as such will be excluded from both the numerator and the denominator for purposes of the 75% and 95% gross income tests. See "—Hedging Transactions." In addition, certain foreign currency gains will be excluded from gross income for purposes of one or both of the gross income tests. See "—Foreign Currency Gain." The following paragraphs discuss the specific application of the gross income tests to us.

Rents from Real Property. "Rents from real property" is qualifying income for both the 75% and 95% gross income tests. Rents will qualify as "rents from real property" only if each of the following conditions is met:

- First, the rent must not be based, in whole or in part, on the income or profits of any person, but may be based on a fixed percentage or percentages of receipts or sales.

- Second, neither we nor a direct or indirect owner of 10% or more of our stock may own, actually or constructively, 10% or more of a tenant from whom we receive rent, other than a TRS.

- Third, if the rent attributable to personal property leased in connection with a lease of real property is 15% or less of the total rent received under the lease, then the rent attributable to personal property will qualify as rents from real property. The allocation of rent between real and personal property is based on the relative fair market values of the real and personal property. However, if the 15% threshold is exceeded, the rent attributable to personal property will not qualify as rents from real property.

- Fourth, we generally must not operate or manage our real property or furnish or render services to our tenants, other than through an "independent contractor" who is adequately compensated and from whom we do not derive revenue. However, we need not provide services through an "independent contractor," but instead may provide services directly to our tenants, if the services are "usually or customarily rendered" in connection with the rental of space for occupancy only and are not considered to be provided for the tenants' convenience. In addition, we may provide a minimal amount of "non-customary" services to the tenants of a property, other than through an independent contractor, as long as our income from the services (valued at not less than 150% of our direct cost of performing such services) does not exceed 1% of our income from the related property. Furthermore, we may own up to 100% of the stock of a TRS which may provide customary and non-customary services to our tenants without tainting our rental income from the related properties.

If a portion of the rent that we receive from a property does not qualify as "rents from real property" because the rent attributable to personal property exceeds 15% of the total rent for a taxable year, the portion of the rent that is attributable to personal property will not be qualifying income for purposes of either the 75% or 95% gross income test. Thus, if such rent attributable to personal property, plus any other income that is non-qualifying income for purposes of the 95% gross income test, during a taxable year exceeds 5% of our gross income during the year, we would lose our REIT qualification. If, however, the rent from a particular property does not qualify as "rents from real property" because either (1) the rent is considered based on the income or profits of the related tenant, (2) the tenant either is a related party tenant or fails to qualify for the exceptions to the related party tenant rule for TRSs or (3) we furnish non-customary services to tenants of the property in excess of the 1% threshold, other than through a qualifying independent

contractor or a TRS, none of the rent from that property would qualify as "rents from real property."

We do not anticipate leasing significant amounts of personal property pursuant to our leases. Moreover, we do not intend to perform any services other than customary ones for our tenants, unless such services are provided through independent contractors from whom we do not receive or derive income or a TRS. Accordingly, we anticipate that our leases will generally produce rent that qualifies as "rents from real property" for purposes of the 75% and 95% gross income tests.

In addition to the rent, the tenants may be required to pay certain additional charges. To the extent that such additional charges represent reimbursements of amounts that we are obligated to pay to third parties such charges generally will qualify as "rents from real property." To the extent such additional charges represent penalties for nonpayment or late payment of such amounts, such charges should qualify as "rents from real property." However, to the extent that late charges do not qualify as "rents from real property," they instead will be treated as interest that qualifies for the 95% gross income test.

In addition, as described above, we may own up to 100% of the stock of one or more TRSs. Under an exception to the related-party tenant rule described above, rent that we receive from a TRS will qualify as "rents from real property" as long as (1) at least 90% of the leased space at the property is leased to persons other than TRSs and related-party tenants and (2) the amount paid by the TRS to rent space at the property is substantially comparable to rents paid by other tenants of the property for comparable space. The "substantially comparable" requirement must be satisfied when the lease is entered into, when it is extended, and when the lease is modified, if the modification increases the rent paid by the TRS. If the requirement that at least 90% of the leased space in the related property is rented to unrelated tenants is met when a lease is entered into, extended or modified, such requirement will continue to be met as long as there is no increase in the space leased to any TRS or related party tenant. Any increased rent attributable to a modification of a lease with a TRS in which we own directly or indirectly more than 50% of the voting power or value of the stock (a "controlled TRS") will not be treated as "rents from real property." If in the future we receive rent from a TRS, we will seek to comply with this exception.

Interest. The term "interest" generally does not include any amount received or accrued, directly or indirectly, if the determination of such amount depends in whole or in part on the income or profits of any person. However, interest generally includes the following:

- an amount that is based on a fixed percentage or percentages of receipts or sales; and
- an amount that is based on the income or profits of a debtor, as long as the debtor derives substantially all of its income from the real property securing the debt by leasing substantially all of its interest in the property, and only to the extent that the amounts received by the debtor would be qualifying "rents from real property" if received directly by a REIT.

If a loan contains a provision that entitles a REIT to a percentage of the borrower's gain upon the sale of the real property securing the loan or a percentage of the appreciation in the property's value as of a specific date, income attributable to that loan provision will be treated as gain from the sale of the property securing the loan, which generally is qualifying income for purposes of both gross income tests.

We currently do not intend to, but may in the future, on a limited basis, originate or invest in mortgage debt and/or mezzanine loans. Interest on debt secured by a mortgage on real property or

on interests in real property generally is qualifying income for purposes of the 75% gross income test. Other than to the extent described below, if a loan is secured by real property and other property and the highest principal amount of a loan outstanding during a taxable year exceeds the fair market value of the real property securing the loan as of the date the REIT agreed to originate or acquire the loan (or, if there has been a "significant modification" to the loan since its origination or acquisition by the REIT, then as of the date of that "significant modification"), a portion of the interest income from such loan will not be qualifying income for purposes of the 75% gross income test, but will be qualifying income for purposes of the 95% gross income test. The portion of the interest income that will not be qualifying income for purposes of the 75% gross income test will be equal to the interest income attributable to the portion of the principal amount of the loan that is not secured by real property, that is, the amount by which the loan exceeds the value of the real estate that is security for the loan. However, in the case of a loan that is secured by both real property and personal property, if the fair market value of such personal property does not exceed 15% of the total fair market value of all property securing the loan, then the personal property securing the loan will be treated as real property for purposes of determining the interest on such loan is qualifying income for purposes of the 75% gross income test.

Mezzanine loans are loans secured by equity interests in an entity that directly or indirectly owns real property, rather than by a direct mortgage of the real property. IRS Revenue Procedure 2003-65 provides a safe harbor pursuant to which a mezzanine loan, if it meets each of the requirements contained in the Revenue Procedure, will be treated by the IRS as a real estate asset for purposes of the REIT asset tests described below, and interest derived from it will be treated as qualifying mortgage interest for purposes of the 75% gross income test. Although the Revenue Procedure provides a safe harbor on which taxpayers may rely, it does not prescribe rules of substantive tax law. Moreover, we anticipate that any mezzanine loans we may originate or acquire may not meet all of the requirements for reliance on this safe harbor. We intend to invest in any mortgage debt and mezzanine loans in a manner that will enable us to continue to satisfy the gross income tests.

Dividends. Our share of any dividends received from any corporation (including any TRS, but excluding any REIT) in which we own an equity interest will qualify for purposes of the 95% gross income test but not for purposes of the 75% gross income test. Our share of any dividends received from any other REIT in which we own an equity interest, if any, will be qualifying income for purposes of both gross income tests.

Prohibited Transactions. A REIT will incur a 100% tax on the net income (including foreign currency gain) derived from any sale or other disposition of property, other than foreclosure property, that the REIT holds primarily for sale to customers in the ordinary course of a trade or business. We believe that none of our properties will be held primarily for sale to customers and that a sale of any of our properties will not be in the ordinary course of our business. Whether a REIT holds a property "primarily for sale to customers in the ordinary course of a trade or business" depends, however, on the facts and circumstances in effect from time to time, including those related to a particular property. A safe harbor to the characterization of the sale of property that is a real estate asset by a REIT as a prohibited transaction and the 100% prohibited transaction tax is available if the following requirements are met:

- the REIT has held the property for not less than two years;
- the aggregate expenditures made by the REIT, or any partner of the REIT, during the two-year period preceding the date of the sale that are includable in the basis of the property do not exceed 30% of the selling price of the property;

- either (1) during the year in question, the REIT did not make more than seven sales of property other than foreclosure property or sales to which Section 1033 of the Code applies, (2) the aggregate adjusted bases of all such properties sold by the REIT during the year did not exceed 10% of the aggregate bases of all of the assets of the REIT at the beginning of the year, (3) the aggregate fair market value of all such properties sold by the REIT during the year did not exceed 10% of the aggregate fair market value of all of the assets of the REIT at the beginning of the year, (4) (i) the aggregate adjusted bases of all such property sold by the REIT during the year did not exceed 20% of the aggregate adjusted bases of all property of the REIT at the beginning of the year and (ii) the average annual percentage of properties sold by the REIT compared to all the REIT's properties (measured by adjusted bases) in the current and two prior years did not exceed 10% or (5) (i) the aggregate fair market value of all such property sold by the REIT during the year did not exceed 20% of the aggregate fair market value of all property of the REIT at the beginning of the year and (ii) the average annual percentage of properties sold by the REIT compared to all the REIT's properties (measured by fair market value) in the current and two prior years did not exceed 10%;

- in the case of property not acquired through foreclosure or lease termination, the REIT has held the property for at least two years for the production of rental income; and

- if the REIT has made more than seven sales of non-foreclosure property during the taxable year, substantially all of the marketing and development expenditures with respect to the property were made through an independent contractor from whom the REIT derives no income or a TRS.

We will attempt to comply with the terms of the safe-harbor provisions in the U.S. federal income tax laws prescribing when a property sale will not be characterized as a prohibited transaction. We cannot assure you, however, that we can comply with the safe-harbor provisions or that we will avoid owning property that may be characterized as property that we hold "primarily for sale to customers in the ordinary course of a trade or business." The 100% tax will not apply to gains from the sale of property that is held through a TRS or other taxable corporation, although such income will be taxed to the TRS at regular U.S. federal corporate income tax rates.

Fee Income. Fee income generally will not be qualifying income for purposes of the 75% and 95% gross income tests. Any fees earned by any TRS we form will not be included for purposes of the gross income tests, but will be subject to U.S. federal corporate income tax, as described above. In addition, we will be subject to a 100% excise tax on any fees earned by a TRS for services provided to us if such fees were pursuant to an agreement determined by the IRS to be not on an arm's-length basis.

Foreclosure Property. We will be subject to tax at the maximum U.S. federal corporate income tax rate (currently 21%) on any income from foreclosure property, which includes certain foreign currency gains and related deductions, other than income that otherwise would be qualifying income for purposes of the 75% gross income test, less expenses directly connected with the production of that income. However, gross income from foreclosure property will qualify under the 75% and 95% gross income tests. Foreclosure property is any real property, including interests in real property, and any personal property incident to such real property:

- that is acquired by a REIT as the result of the REIT having bid on such property at foreclosure, or having otherwise reduced such property to ownership or possession by agreement or process of law, after there was a default or when default was imminent on a lease of such property or on indebtedness that such property secured;

- for which the related loan was acquired by the REIT at a time when the default was not imminent or anticipated; and

- for which the REIT makes a proper election to treat the property as foreclosure property.

A REIT will not be considered to have foreclosed on a property where the REIT takes control of the property as a mortgagee-in-possession and cannot receive any profit or sustain any loss except as a creditor of the mortgagor. Property generally ceases to be foreclosure property at the end of the third taxable year following the taxable year in which the REIT acquired the property, or longer if an extension is granted by the Secretary of the Treasury. However, this grace period terminates and foreclosure property ceases to be foreclosure property on the first day:

- on which a lease is entered into for the property that, by its terms, will give rise to income that does not qualify for purposes of the 75% gross income test, or any amount is received or accrued, directly or indirectly, pursuant to a lease entered into on or after such day that will give rise to income that does not qualify for purposes of the 75% gross income test;

- on which any construction takes place on the property, other than completion of a building or any other improvement where more than 10% of the construction was completed before default became imminent; or

- which is more than 90 days after the day on which the REIT acquired the property and the property is used in a trade or business which is conducted by the REIT, other than through an independent contractor from whom the REIT itself does not derive or receive any income or a TRS.

Hedging Transactions. From time to time, we or our Operating Partnership may enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps and floors, options to purchase such items and futures and forward contracts. Income and gain from "hedging transactions" will be excluded from gross income for purposes of both the 75% and 95% gross income tests provided we satisfy the indemnification requirements discussed below. A "hedging transaction" means either (1) any transaction entered into in the normal course of our or our operating partnership's trade or business primarily to manage the risk of interest rate, price changes or currency fluctuations with respect to borrowings made, or to be made, or ordinary obligations incurred or to be incurred, to acquire or carry real estate assets, (2) any transaction entered into primarily to manage the risk of currency fluctuations with respect to any item of income or gain that would be qualifying income under the 75% or 95% gross income test (or any property which generates such income or gain) and (3) any transaction entered into to "offset" transactions described in (1) or (2) if a portion of the hedged indebtedness is extinguished or the related property disposed of. We are required to clearly identify any such hedging transaction before the close of the day on which it was acquired, originated or entered into and to satisfy other identification requirements. We intend to structure any hedging transactions in a manner that does not jeopardize our qualification as a REIT.

Foreign Currency Gain. Certain foreign currency gains will be excluded from gross income for purposes of one or both of the gross income tests. "Real estate foreign exchange gain" will be excluded from gross income for purposes of the 75% and 95% gross income tests. Real estate foreign exchange gain generally includes foreign currency gain attributable to any item of income or gain that is qualifying income for purposes of the 75% gross income test, foreign currency gain attributable to the acquisition or ownership of (or becoming or being the obligor under) obligations secured by mortgages on real property or an interest in real property and certain foreign currency gain attributable to certain "qualified business units" of a REIT. "Passive foreign exchange gain"

will be excluded from gross income for purposes of the 95% gross income test. Passive foreign exchange gain generally includes real estate foreign exchange gain as described above and also includes foreign currency gain attributable to any item of income or gain that is qualifying income for purposes of the 95% gross income test and foreign currency gain attributable to the acquisition or ownership of (or becoming or being the obligor under) obligations. These exclusions for real estate foreign exchange gain and passive foreign exchange gain do not apply to any certain foreign currency gain derived from dealing, or engaging in substantial and regular trading, in securities. Such gain is treated as non-qualifying income for purposes of both the 75% and 95% gross income tests.

Failure to Satisfy Gross Income Tests. If we fail to satisfy one or both of the gross income tests for any taxable year, we nevertheless may qualify as a REIT for that year if we qualify for relief under certain provisions of the U.S. federal income tax laws. Those relief provisions are generally available if:

- our failure to meet those tests is due to reasonable cause and not to willful neglect; and
- following such failure for any taxable year, we file a schedule of the sources of our income in accordance with regulations prescribed by the Secretary of the Treasury.

We cannot predict, however, whether in all circumstances we would qualify for the relief provisions. In addition, as discussed above in "—Taxation of Our Company," even if the relief provisions apply, we would incur a 100% tax on the gross income attributable to the greater of the amount by which we fail the 75% gross income test or the 95% gross income test multiplied, in either case, by a fraction intended to reflect our profitability.

Asset Tests

To qualify as a REIT, we also must satisfy the following asset tests at the end of each quarter of each taxable year. First, at least 75% of the value of our total assets must consist of:

- cash or cash items, including certain receivables and money market funds and, in certain circumstances, foreign currencies;
- government securities;
- interests in real property, including leaseholds, options to acquire real property and leaseholds and personal property, to the extent such personal property is leased in connection with real property and rents attributable to such personal property are treated as "rents from real property";
- interests in mortgage loans secured by real property;
- shares in other REITs and debt instruments issued by "publicly offered REITs"; and
- investments in shares or debt instruments during the one-year period following our receipt of new capital that we raise through equity offerings or public offerings of debt with at least a five-year term.

Second, of our investments not included in the 75% asset class, the value of our interest in any one issuer's securities (other than a TRS) may not exceed 5% of the value of our total assets, or the 5% asset test.

Third, of our investments not included in the 75% asset class, we may not own more than 10% of the voting power of any one issuer's outstanding securities or 10% of the value of any one issuer's outstanding securities, or the 10% vote test and the 10% value test, respectively.

Fourth, no more than 20% of the value of our total assets may consist of the securities of one or more TRSs.

Fifth, no more than 25% of the value of our total assets may consist of the securities of TRSs, other non-TRS taxable subsidiaries, and other assets that are not qualifying assets for purposes of the 75% asset test, or the 25% securities test.

Sixth, no more than 25% of the value of our total assets may consist of debt instruments issued by "publicly offered REITs" to the extent not secured by real property or interests in real property.

For purposes of the 5% asset test, the 10% vote and the 10% value test, the term "securities" does not include shares in another REIT, debt of "publicly offered REITs", equity or debt securities of a qualified REIT subsidiary or a TRS, mortgage loans that constitute real estate assets or equity interests in a partnership. The term "securities," however, generally includes debt securities issued by a partnership or another REIT (other than a "publicly offered REIT"), except that for purposes of the 10% value test, the term "securities" does not include:

- "Straight debt" securities, which is defined as a written unconditional promise to pay on demand or on a specified date a sum certain in money if (1) the debt is not convertible, directly or indirectly, into equity and (2) the interest rate and interest payment dates are not contingent on profits, the borrower's discretion or similar factors. "Straight debt" securities do not include any securities issued by a partnership or a corporation in which we or any controlled TRS (i.e., a TRS in which we own directly or indirectly more than 50% of the voting power or value of the stock) hold non-"straight debt" securities that have an aggregate value of more than 1% of the issuer's outstanding securities. However, "straight debt" securities include debt subject to the following contingencies:
  - a contingency relating to the time of payment of interest or principal, as long as either (1) there is no change to the effective yield of the debt obligation, other than a change to the annual yield that does not exceed the greater of 0.25% or 5% of the annual yield or (2) neither the aggregate issue price nor the aggregate face amount of the issuer's debt obligations held by us exceeds $1 million and no more than 12 months of unaccrued interest on the debt obligations can be required to be prepaid; and
  - a contingency relating to the time or amount of payment upon a default or prepayment of a debt obligation, as long as the contingency is consistent with customary commercial practice.
- Any loan to an individual or an estate;
- Any "Section 467 rental agreement," other than an agreement with a related party tenant;
- Any obligation to pay "rents from real property";
- Certain securities issued by governmental entities;
- Any security issued by a REIT;

- Any debt instrument issued by an entity treated as a partnership for U.S. federal income tax purposes in which we are a partner to the extent of our proportionate interest in the equity and debt securities of the partnership; and

- Any debt instrument issued by an entity treated as a partnership for U.S. federal income tax purposes not described in the preceding bullet points if at least 75% of the partnership's gross income, excluding income from prohibited transactions, is qualifying income for purposes of the 75% gross income test described above in "—Gross Income Tests."

For purposes of the 10% value test, our proportionate share of the assets of a partnership is our proportionate interest in any securities issued by the partnership, without regard to the securities described in the last two bullet points above.

As described above, we currently do not intend to, but may in the future, on a limited basis, originate or invest in mortgage debt and/or mezzanine loans. We expect that any investments in mortgage loans will generally be treated as real estate assets. Although we expect that any investments in mezzanine loans will generally be treated as real estate assets, we anticipate that the mezzanine loans in which we would invest may not meet all the requirements of the safe harbor in IRS Revenue Procedure 2003-65. Thus, no assurance can be provided that the IRS will not challenge our treatment of any mezzanine loans as real estate assets. We intend to invest in any mortgage debt and mezzanine loans in a manner that will enable us to continue to satisfy the asset income test requirements.

We will monitor the status of our assets for purposes of the various asset tests and will manage our portfolio in order to comply at all times with such tests. However, there is no assurance that we will not inadvertently fail to comply with such tests. If we fail to satisfy the asset tests at the end of a calendar quarter, we will not lose our REIT qualification if:

- we satisfied the asset tests at the end of the preceding calendar quarter; and

- the discrepancy between the value of our assets and the asset test requirements arose from changes in the market values of our assets and was not wholly or partly caused by the acquisition of one or more non-qualifying assets.

If we did not satisfy the condition described in the second item, above, we still could avoid disqualification by eliminating any discrepancy within 30 days after the close of the calendar quarter in which it arose.

If we violate the 5% asset test, the 10% vote test or the 10% value test described above at the end of any quarter of each taxable year, we will not lose our REIT qualification if (1) the failure is *de minimis* (up to the lesser of 1% of the value of our assets or $10 million) and (2) we dispose of assets causing the failure or otherwise comply with the asset tests within six months after the last day of the quarter in which we identify such failure. In the event of a failure of any of the asset tests (other than *de minimis* failures described in the preceding sentence), as long as the failure was due to reasonable cause and not to willful neglect, we will not lose our REIT qualification if we (1) dispose of assets causing the failure or otherwise comply with the asset tests within six months after the last day of the quarter in which we identify the failure, (2) we file a schedule with the IRS describing each asset that caused the failure and (3) pay a tax equal to the greater of $50,000 or 21% of the net income from the assets causing the failure during the period in which we failed to satisfy the asset tests.

We believe that the assets that we will hold will satisfy the foregoing asset test requirements. However, we will not obtain independent appraisals to support our conclusions as to the value of

our assets. Moreover, the values of some assets may not be susceptible to a precise determination. As a result, there can be no assurance that the IRS will not contend that our ownership of assets violates one or more of the asset tests applicable to REITs.

Distribution Requirements

Each taxable year, we must distribute dividends, other than capital gain dividends and deemed distributions of retained capital gain, to our stockholders in an aggregate amount at least equal to:

- the sum of:
  - 90% of our "REIT taxable income," computed without regard to the dividends paid deduction and our net capital gain or loss; and
  - 90% of our after-tax net income, if any, from foreclosure property; minus
- the excess of the sum of specified items of non-cash income over 5% of our REIT taxable income, computed without regard to the dividends paid deduction and our net capital gain.

We must pay such distributions in the taxable year to which they relate, or in the following taxable year if either (1) we declare the distribution before we timely file our U.S. federal income tax return for the year, pay the distribution on or before the first regular dividend payment date after such declaration and elect in our tax return to have a specified dollar amount of such distribution treated as if paid during the prior year or (2) we declare the distribution in October, November or December of the taxable year, payable to stockholders of record on a specified day in any such month, and we actually pay the dividend before the end of January of the following year. The distributions under clause (1) are taxable to the stockholders in the year in which paid, and the distributions in clause (2) are treated as paid on December 31st of the prior taxable year. In both instances, these distributions relate to our prior taxable year for purposes of the 90% distribution requirement.

Further, to the extent we are not a "publicly offered REIT," in order for our distributions to be counted as satisfying the annual distribution requirement for REITs and to provide us with the REIT-level tax deduction, such distributions must not be "preferential dividends." A dividend is not a preferential dividend if that distribution is (1) pro rata among all outstanding shares within a particular class and (2) in accordance with the preferences among different classes of shares as set forth in our organizational documents. However, the preferential dividend rule does not apply to "publicly offered REITs." We expect to qualify as a "publicly offered REIT" following this offering.

We will pay U.S. federal income tax on taxable income, including net capital gain, that we do not distribute to stockholders. Furthermore, if we fail to distribute during a calendar year, or by the end of January following the calendar year in the case of distributions with declaration and record dates falling in the last three months of the calendar year, at least the sum of:

- 85% of our REIT ordinary income for such year;
- 95% of our REIT capital gain income for such year; and
- any undistributed taxable income (ordinary and capital gain) from all prior periods,

we will incur a 4% nondeductible excise tax on the excess of such required distribution over the amounts we actually distribute.

We may elect to retain and pay income tax on the net long-term capital gain we receive in a taxable year. If we so elect, we will be treated as having distributed any such retained amount for purposes of the 4% nondeductible excise tax described above. We intend to make timely distributions sufficient to satisfy the annual distribution requirements and to avoid U.S. federal corporate income tax and the 4% nondeductible excise tax.

It is possible that, from time to time, we may experience timing differences between the actual receipt of income and actual payment of deductible expenses and the inclusion of that income and deduction of such expenses in arriving at our REIT taxable income. For example, we may not deduct recognized capital losses from our "REIT taxable income." Further, we may be allocated a share of net capital gain attributable to the sale of depreciated property that exceeds our allocable share of cash attributable to that sale. Additionally, we generally will be required to recognize certain amounts as income no later than the time such amounts are reflected on certain financial statements.

In addition, a taxpayer's net interest expense deduction may be limited to 30% of the sum of adjusted taxable income, business interest and certain other amounts. Adjusted taxable income does not include items of income or expense not allocable to a trade or business, business interest or expense, the deduction for qualified business income, net operating losses, and for years prior to 2022, deductions for depreciation, amortization or depletion. Disallowed interest expense is carried forward indefinitely (subject to special rules for partnerships). A "real property trade or business" may elect out of this interest limit so long as it uses a 40-year recovery period for nonresidential real property, a 30-year recovery period for residential real property and a 20-year recovery period for related improvements. For this purpose, a real property trade or business is any real property development, redevelopment, construction, reconstruction, acquisition, conversion, rental, operating, management, leasing or brokerage trade or business. We believe this definition encompasses our business and thus will allow us the option of electing out of the limits on interest deductibility should we determine it is prudent to do so.

As a result of the foregoing, we may have less cash than is necessary to distribute taxable income sufficient to avoid U.S. federal corporate income tax and the excise tax imposed on certain undistributed income or even to meet the 90% distribution requirement. In such a situation, we may need to borrow funds or, if possible, pay taxable dividends of our stock or debt securities.

We may satisfy the 90% distribution test with taxable distributions of our stock or debt securities. On August 11, 2017, the IRS issued Revenue Procedure 2017-45 authorizing elective cash/stock dividends to be made by "publicly offered REITs." Pursuant to Revenue Procedure 2017-45, effective for distributions declared on or after August 11, 2017, the IRS will treat the distribution of stock pursuant to an elective cash/stock dividend as a distribution of property under Section 301 of the Code (i.e., a dividend), as long as at least 20% of the total dividend is available in cash and certain other parameters detailed in the Revenue Procedure are satisfied. We expect to qualify as a "publicly offered REIT" following this offering. Although we do not currently intend to pay dividends in our stock, if in the future we choose to pay dividends in our stock, our stockholders may be required to pay tax in excess of the cash that they receive.

Under certain circumstances, we may be able to correct a failure to meet the distribution requirement for a year by paying "deficiency dividends" to our stockholders in a later year. We may include such deficiency dividends in our deduction for dividends paid for the earlier year. Although we may be able to avoid income tax on amounts distributed as deficiency dividends, we will be required to pay interest to the IRS based upon the amount of any deduction we take for deficiency dividends.

Recordkeeping Requirements

We must maintain certain records in order to qualify as a REIT. In addition, to avoid a monetary penalty, we must request on an annual basis information from our stockholders designed to disclose the actual ownership of our outstanding stock. We intend to comply with these requirements.

Failure to Qualify

If we fail to satisfy one or more requirements for REIT qualification, other than the gross income tests and the asset tests, we could avoid disqualification if our failure is due to reasonable cause and not to willful neglect and we pay a penalty of $50,000 for each such failure. In addition, there are relief provisions for a failure of the gross income tests and asset tests, as described in "—Gross Income Tests" and "—Asset Tests."

If we fail to qualify as a REIT in any taxable year, and no relief provision applies, we would be subject to U.S. federal income tax on our taxable income at regular U.S. federal corporate income tax rates, plus potential penalties and/or interest. In calculating our taxable income in a year in which we fail to qualify as a REIT, we would not be able to deduct amounts paid out to stockholders. In fact, we would not be required to distribute any amounts to stockholders in that year. In such event, to the extent of our current and accumulated earnings and profits, distributions to stockholders generally would be taxable as ordinary dividend income. Subject to certain limitations of the U.S. federal income tax laws, corporate stockholders may be eligible for the dividends received deduction and non-corporate U.S. stockholders may be eligible for the reduced U.S. federal income tax rate of up to 20% on such dividends. Unless we qualified for relief under specific statutory provisions, we also would be disqualified from taxation as a REIT for the four taxable years following the year during which we ceased to qualify as a REIT. We cannot predict whether we would qualify for such statutory relief in all circumstances.

Taxation of Taxable U.S. Stockholders

This section is a summary of the rules governing the U.S. federal income taxation of U.S. stockholders and is for general information only. **We urge you to consult your tax advisors to determine the impact of U.S. federal, state and local income tax laws on the purchase, ownership and disposition of our common stock.**

As used herein, the term "U.S. stockholder" means a beneficial owner of our common stock that for U.S. federal income tax purposes is:

- a citizen or resident of the United States;
- a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any of its states or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- any trust if (1) a court is able to exercise primary supervision over the administration of such trust and one or more United States persons (as defined in Section 7701(a)(30) of the Code) have the authority to control all substantial decisions of the trust or (2) it has a valid election in place to be treated as a United States person.

If a partnership, entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our common stock, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partner in a partnership holding our common stock, you should consult your tax advisor regarding the consequences of the ownership and disposition of our common stock by the partnership.

Distributions

As long as we qualify as a REIT, a taxable U.S. stockholder must generally take into account as ordinary income distributions made out of our current or accumulated earnings and profits that we do not designate as capital gain dividends or retained long-term capital gain. For purposes of determining whether a distribution is made out of our current or accumulated earnings and profits, our earnings and profits will be allocated first to our preferred stock dividends, if any, and then to our common stock dividends. Individuals, trusts and estates generally may deduct 20% of the "qualified REIT dividends" (i.e., REIT dividends other than capital gain dividends and portions of REIT dividends designated as "qualified dividend income," which in each case are already eligible for capital gain tax rates) they receive. The deduction for qualified REIT dividends is not subject to the wage and property basis limits that apply to other types of "qualified business income." However, to qualify for this deduction, the U.S. stockholder receiving such dividends must hold the dividend-paying REIT stock for at least 46 days (taking into account certain special holding period rules) of the 91-day period beginning 45 days before the stock becomes ex-dividend and cannot be under an obligation to make related payments with respect to a position in substantially similar or related property. The 20% deduction for qualified REIT dividends results in a maximum 29.6% U.S. federal income tax rate on REIT dividends, not including the 3.8% Medicare tax, discussed below. Without further legislation, this deduction will sunset after 2025.

A U.S. stockholder will not qualify for the dividends received deduction generally available to corporations. Additionally, because we are not generally subject to U.S. federal income tax on the portion of our REIT taxable income distributed to our stockholders (See "—Taxation of Our Company" above), our dividends generally will not be eligible for the 20% U.S. federal income tax rate on "qualified dividend income" (generally, dividends paid by domestic C corporations and certain qualified foreign corporations to U.S. stockholders that are taxed at individual rates). As a result, our ordinary REIT dividends will be taxed at the higher tax rate applicable to ordinary income. The maximum income tax rate for qualified dividend income received by U.S. stockholders taxed at individual rates is currently 20%, plus the 3.8% Medicare tax on net investment income, if applicable. By contrast, the maximum U.S. federal income tax rates on ordinary income and REIT dividend income are currently 37% and 29.6%, respectively, plus the 3.8% Medicare tax on net investment income, if applicable.

However, the 20% U.S. federal income tax rate for qualified dividend income will apply to our ordinary REIT dividends, if any, that are (1) attributable to dividends received by us from non-REIT corporations, such as any TRS we may form and (2) attributable to income upon which we have paid U.S. federal corporate income tax (e.g., to the extent that we distribute less than 100% of our taxable income). In general, to qualify for the reduced tax rate on qualified dividend income, a stockholder must hold our common stock for more than 60 days during the 121-day period beginning on the date that is 60 days before the date on which our common stock becomes ex-dividend.

Individuals, trusts and estates whose income exceeds certain thresholds are also subject to an additional 3.8% Medicare tax on dividends received from us. U.S. stockholders are urged to consult their tax advisors regarding the implications of the additional Medicare tax resulting from an investment in our common stock.

A U.S. stockholder generally will recognize distributions that we designate as capital gain dividends as long-term capital gain without regard to how long the U.S. stockholder has held our common stock. We generally will designate our capital gain dividends as either 20% or 25% U.S. federal income tax rate distributions. See "—Capital Gains and Losses." A corporate U.S. stockholder, however, may be required to treat up to 20% of certain capital gain dividends as ordinary income.

We may elect to retain and pay income tax on the net long-term capital gain that we recognize in a taxable year. In that case, to the extent that we designate such amount in a timely notice to such stockholder, a U.S. stockholder would be taxed on its proportionate share of our undistributed long-term capital gain. The U.S. stockholder would receive a credit for its proportionate share of the tax we paid. The U.S. stockholder would increase the basis in its common stock by the amount of its proportionate share of our undistributed long-term capital gain, minus its share of the tax we paid.

A U.S. stockholder will not incur tax on a distribution in excess of our current and accumulated earnings and profits if the distribution does not exceed the adjusted basis of the U.S. stockholder's common stock. Instead, the distribution will reduce the U.S. stockholder's adjusted basis in such stock. If a U.S. stockholder receives a distribution in excess of both our current and accumulated earnings and profits and the U.S. stockholder's adjusted basis in his or her stock, the U.S. stockholder will recognize the distribution as long-term capital gain, or short-term capital gain if the stock has been held for one year or less, assuming the stock is a capital asset in the hands of the U.S. stockholder. In addition, if we declare a distribution in October, November or December of any year that is payable to a U.S. stockholder of record on a specified date in any such month, such distribution will be treated as both paid by us and received by the U.S. stockholder on December 31 of such year, provided that we actually pay the distribution during January of the following calendar year.

U.S. stockholders may not include in their individual income tax returns any of our net operating losses or capital losses. Instead, these losses are generally carried over by us for potential offset against our future income. Taxable distributions from us and gain from the disposition of our common stock will not be treated as passive activity income and, therefore, stockholders generally will not be able to apply any "passive activity losses," such as losses from certain types of limited partnerships in which the U.S. stockholder is a limited partner, against such income or gain. In addition, taxable distributions from us and gain from the disposition of our common stock generally will be treated as investment income for purposes of the investment interest limitations. We will notify U.S. stockholders after the close of our taxable year as to the portions of the distributions attributable to that year that constitute ordinary income, return of capital and capital gain.

Taxation of U.S. Stockholders on the Disposition of Common Stock

A U.S. stockholder who is not a dealer in securities must generally treat any gain or loss realized upon a taxable disposition of our common stock as long-term capital gain or loss if the U.S. stockholder has held our common stock for more than one year and otherwise as short-term capital gain or loss. In general, a U.S. stockholder will realize gain or loss in an amount equal to the difference between the sum of the fair market value of any property and the amount of cash received in such disposition and the U.S. stockholder's adjusted tax basis. A stockholder's adjusted tax basis generally will equal the U.S. stockholder's acquisition cost, increased by the excess of net capital gains deemed distributed to the U.S. stockholder (discussed above) less tax deemed paid on such gains and reduced by any returns of capital. However, a U.S. stockholder must treat any loss upon a sale or exchange of common stock held by such stockholder for six

months or less as a long-term capital loss to the extent of capital gain dividends and any other actual or deemed distributions from us that such U.S. stockholder treats as long-term capital gain. All or a portion of any loss that a U.S. stockholder realizes upon a taxable disposition of our common stock may be disallowed if the U.S. stockholder purchases substantially identical stock within 30 days before or after the disposition.

Capital Gains and Losses

A taxpayer generally must hold a capital asset for more than one year for gain or loss derived from its sale or exchange to be treated as long-term capital gain or loss. The highest marginal U.S. federal individual income tax rate currently is 37%. The maximum U.S. federal income tax rate on long-term capital gain applicable to U.S. taxpayers taxed at individual rates is 20%. The maximum U.S. federal income tax rate on long-term capital gain from the sale or exchange of "Section 1250 property," or depreciable real property, is 25%, which applies to the lesser of the total amount of the gain or the accumulated depreciation on the Section 1250 property.

Individuals, trusts and estates whose income exceeds certain thresholds are also subject to an additional 3.8% Medicare tax on gain from the sale of our common stock. U.S. stockholders are urged to consult their tax advisors regarding the implications of the additional Medicare tax resulting from an investment in our stock.

With respect to distributions that we designate as capital gain dividends and any retained capital gain that we are deemed to distribute, we generally may designate whether such a distribution is taxable at a 20% or 25% rate to our U.S. stockholders taxed at individual rates. Thus, the tax rate differential between capital gain and ordinary income for those taxpayers may be significant. In addition, the characterization of income as capital gain or ordinary income may affect the deductibility of capital losses. A non-corporate taxpayer may deduct capital losses not offset by capital gains against its ordinary income only up to a maximum annual amount of $3,000 ($1,500 for married individuals filing separate returns). A non-corporate taxpayer may carry forward unused capital losses indefinitely. A corporate taxpayer must pay tax on its net capital gain at ordinary U.S. federal corporate income tax rates. A corporate taxpayer may deduct capital losses only to the extent of capital gains, with unused losses being carried back three years and forward five years.

FATCA Withholding

Under the Foreign Account Tax Compliance Act, or FATCA, a U.S. withholding tax at a 30% rate will be imposed on dividends paid to certain U.S. stockholders who own our shares through foreign accounts or foreign intermediaries if certain disclosure requirements related to U.S. accounts or ownership are not satisfied. We will not pay any additional amounts in respect of any amounts withheld.

Taxation of Tax-Exempt Stockholders

This section is a summary of rules governing the U.S. federal income taxation of U.S. stockholders that are tax-exempt entities and is for general information only. **We urge tax-exempt stockholders to consult their tax advisors to determine the impact of U.S. federal, state and local income tax laws on the purchase, ownership and disposition of our common stock, including any reporting requirements.**

Tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from U.S. federal income taxation. However,

they are subject to taxation on their unrelated business taxable income, or UBTI. Although many investments in real estate generate UBTI, the IRS has issued a ruling that dividend distributions from a REIT to an exempt employee pension trust do not constitute UBTI so long as the exempt employee pension trust does not otherwise use the shares of the REIT in an unrelated trade or business of the pension trust. Based on that ruling, amounts that we distribute to tax-exempt stockholders generally should not constitute UBTI. However, if a tax-exempt stockholder were to finance (or be deemed to finance) its acquisition of our common stock with debt, a portion of the income that it receives from us would constitute UBTI pursuant to the "debt-financed property" rules. Moreover, social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts and qualified group legal services plans that are exempt from taxation under special provisions of the U.S. federal income tax laws are subject to different UBTI rules, which generally will require them to characterize distributions that they receive from us as UBTI. Finally, in certain circumstances, a qualified employee pension or profit sharing trust that owns more than 10% of our stock must treat a percentage of the dividends that it receives from us as UBTI. Such percentage is equal to the gross income we derive from an unrelated trade or business, determined as if we were a pension trust, divided by our total gross income for the year in which we pay the dividends. That rule applies to a pension trust holding more than 10% of our stock only if:

- the percentage of our dividends that the tax-exempt trust must treat as UBTI is at least 5%;
- we qualify as a REIT by reason of the modification of the rule requiring that no more than 50% of our stock be owned by five or fewer individuals that allows the beneficiaries of the pension trust to be treated as holding our stock in proportion to their actuarial interests in the pension trust; and
- either:
  - one pension trust owns more than 25% of the value of our stock; or
  - a group of pension trusts individually holding more than 10% of the value of our stock collectively owns more than 50% of the value of our stock.

Taxation of Non-U.S. Stockholders

This section is a summary of the rules governing the U.S. federal income taxation of non-U.S. stockholders. As used herein, the term "non-U.S. stockholder" means a beneficial owner of our common stock that is not a U.S. stockholder, a partnership (or entity treated as a partnership for U.S. federal income tax purposes) or a tax-exempt stockholder. The rules governing U.S. federal income taxation of non-U.S. stockholders are complex, and this summary is for general information only. **We urge non-U.S. stockholders to consult their tax advisors to determine the impact of U.S. federal, state and local income tax laws on the purchase, ownership and disposition of our common stock, including any reporting requirements.**

Distributions

A non-U.S. stockholder that receives a distribution that is not attributable to gain from our sale or exchange of a "United States real property interest," or a USRPI, as defined below, and that we do not designate as a capital gain dividend or retained capital gain will recognize ordinary income to the extent that we pay such distribution out of our current or accumulated earnings and profits. A withholding tax equal to 30% of the gross amount of the distribution ordinarily will apply to such distribution unless an applicable tax treaty reduces or eliminates the tax.

However, if a distribution is treated as effectively connected with the non-U.S. stockholder's conduct of a U.S. trade or business, the non-U.S. stockholder generally will be subject to U.S. federal income tax on the distribution at graduated rates, in the same manner as U.S. stockholders are taxed with respect to such distribution, and a non-U.S. stockholder that is a corporation also may be subject to a 30% branch profits tax with respect to that distribution. The branch profits tax may be reduced by an applicable tax treaty. We plan to withhold U.S. income tax at the rate of 30% on the gross amount of any such distribution paid to a non-U.S. stockholder unless either:

- a lower treaty rate applies and the non-U.S. stockholder provides us with an IRS Form W-8BEN or W-8BEN-E, as applicable, evidencing eligibility for that reduced rate;
- the non-U.S. stockholder provides us with an IRS Form W-8ECI claiming that the distribution is effectively connected with the conduct of a U.S. trade or business; or
- the distribution is treated as attributable to a sale of a USRPI under the Foreign Investment in Real Property Tax Act of 1980, or FIRPTA (discussed below).

A non-U.S. stockholder will not incur tax on a distribution in excess of our current and accumulated earnings and profits if the excess portion of such distribution does not exceed the adjusted basis of its common stock. Instead, the excess portion of such distribution will reduce the non-U.S. stockholder's adjusted basis in such stock. A non-U.S. stockholder will be subject to tax on a distribution that exceeds both our current and accumulated earnings and profits and the adjusted basis of its common stock, if the non-U.S. stockholder otherwise would be subject to tax on gain from the sale or disposition of its common stock, as described below. We must withhold 15% of any distribution that exceeds our current and accumulated earnings and profits. Consequently, although we intend to withhold at a rate of 30% on the entire amount of any distribution, to the extent that we do not do so, we will withhold at a rate of 15% on any portion of a distribution not subject to withholding at a rate of 30%. Because we generally cannot determine at the time we make a distribution whether the distribution will exceed our current and accumulated earnings and profits, we normally will withhold tax on the entire amount of any distribution at the same rate as we would withhold on a dividend. However, by filing a U.S. tax return, a non-U.S. stockholder may claim a refund of amounts that we withhold if we later determine that a distribution in fact exceeded our current and accumulated earnings and profits.

For any year in which we qualify as a REIT, a non-U.S. stockholder may incur tax on distributions that are attributable to gain from our sale or exchange of a USRPI under FIRPTA. A USRPI includes certain interests in real property and shares in corporations at least 50% of whose assets consist of interests in real property. Under FIRPTA, subject to the exceptions discussed below for (1) distributions on a class of stock that is regularly traded on an established securities market to a less-than-10% holder of such stock and (2) distributions to "qualified shareholders" and a "qualified foreign pension funds," a non-U.S. stockholder is taxed on distributions attributable to gain from sales of USRPIs as if such gain were effectively connected with a U.S. business of the non-U.S. stockholder. A non-U.S. stockholder thus would be taxed on such a distribution at the normal U.S. federal capital gains rates applicable to U.S. stockholders, subject to applicable alternative minimum tax and a special alternative minimum tax in the case of a nonresident alien individual. A corporate non-U.S. stockholder not entitled to treaty relief or exemption also may be subject to the 30% branch profits tax on such a distribution. Unless the exception described in the next paragraph applies, we must withhold 35% of any distribution that we could designate as a capital gain dividend. A non-U.S. stockholder may receive a credit against its tax liability for the amount we withhold.

However, if our common stock is regularly traded on an established securities market in the United States, capital gain distributions on our common stock that are attributable to our sale of a

USRPI will be treated as ordinary dividends rather than as gain from the sale of a USRPI, as long as the non-U.S. stockholder did not own more than 10% of our common stock at any time during the one-year period preceding the distribution or the non-U.S. stockholder was treated as a "qualified shareholder" and "qualified foreign pension fund." In such a case, non-U.S. stockholders generally will be subject to withholding tax on such capital gain distributions in the same manner as they are subject to withholding tax on ordinary dividends. We anticipate that our common stock will be regularly traded on an established securities market in the United States immediately following this offering. If our common stock is not regularly traded on an established securities market in the United States or the non-U.S. stockholder owned more than 10% of our common stock at any time during the one-year period preceding the distribution, capital gain distributions that are attributable to our sale of USRPIs will be subject to tax under FIRPTA, as described above. In that case, we must withhold 35% of any distribution that we could designate as a capital gain dividend. A non-U.S. stockholder may receive a credit against its tax liability for the amount we withhold.

Moreover, if a non-U.S. stockholder disposes of our common stock during the 30-day period preceding a dividend payment, and such non-U.S. stockholder (or a person related to such non-U.S. stockholder) acquires or enters into a contract or option to acquire our common stock within 61 days of the first day of the 30-day period described above, and any portion of such dividend payment would, but for the disposition, be treated as a USRPI capital gain to such non-U.S. stockholder, then such non-U.S. stockholder will be treated as having USRPI capital gain in an amount that, but for the disposition, would have been treated as USRPI capital gain.

Although the law is not clear on the matter, it appears that amounts we designate as retained capital gains in respect of our common stock held by U.S. stockholders generally should be treated with respect to non-U.S. stockholders in the same manner as actual distributions by us of capital gain dividends. Under this approach, a non-U.S. stockholder would be able to offset as a credit against its U.S. federal income tax liability resulting from its proportionate share of the tax paid by us on such retained capital gains, and to receive from the IRS a refund to the extent of the non-U.S. stockholder's proportionate share of such tax paid by us exceeds its actual federal income tax liability, provided that the non-U.S. stockholder furnishes required information to the IRS on a timely basis.

Qualified Shareholders. Subject to the exception discussed below, any distribution to a "qualified shareholder" who holds our common stock directly or indirectly (through one or more partnerships) will not be subject to U.S. federal income tax as income effectively connected with a U.S. trade or business and thus will not be subject to FIRPTA withholding as described above. However, while a "qualified shareholder" will not be subject to FIRPTA withholding on our distributions, non-United States persons who hold interests in the "qualified shareholder" (other than interests solely as a creditor) and hold more than 10% of our common stock, either through the "qualified shareholder" or otherwise, will still be subject to FIRPTA withholding. REIT distributions received by a "qualified shareholder" that are exempt from FIRPTA withholding may still be subject to regular U.S. federal withholding tax.

A "qualified shareholder" is a foreign person that either (1) is eligible for the benefits of a comprehensive income tax treaty that includes an exchange of information program and whose principal class of interests is listed and regularly traded on one or more recognized stock exchanges (as defined in such income tax treaty), or is a foreign partnership that is created or organized under foreign law as a limited partnership in a jurisdiction that has an agreement for the exchange of information with respect to taxes with the United States and has a class of limited partnership units that represents more than 50% of the value of all of the partnership's units and is regularly traded on the NYSE or NASDAQ markets, (2) is a "qualified collective investment

vehicle" (as defined below) and (3) maintains records of the identity of each person who, at any time during the foreign person's taxable year, is the direct owner of 5% or more the class of interests or units (as applicable) described in (1), above.

A "qualified collective investment vehicle" is a foreign person that (1) would be eligible for a reduced rate of withholding under the comprehensive income tax treaty described above, even if such entity owns more than 10% of the stock of the REIT, (2) is publicly traded, is treated as a partnership under the Code, is a withholding foreign partnership and would be treated as "United States real property holding corporation," or a USRPHC, under FIRPTA if it were a domestic corporation or (3) is designated as such by the Secretary of the Treasury and is either (a) "fiscally transparent" within the meaning of Section 894 of the Code or (b) required to include dividends in its gross income, but is entitled to a deduction for distributions to its investors.

Qualified Foreign Pension Funds. Any distribution to a "qualified foreign pension fund" or an entity all of the interests of which are held by one or more "qualified foreign pension funds" who holds our common stock directly or indirectly (through one or more partnerships) generally will not be subject to U.S. federal income tax as income effectively connected with the conduct of a U.S. trade or business and thus will not be subject to FIRPTA withholding as described above. REIT distributions received by a "qualified foreign pension fund" that are exempt from FIRPTA withholding may still be subject to regular U.S. federal withholding tax.

A "qualified foreign pension fund" is any trust, corporation or other organization or arrangement (1) which is created or organized under the laws of a country other than the United States or a political subdivision thereof, (2) which is established to provide retirement or pension benefits to participants or beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, (3) which does not have a single participant or beneficiary with a right to more than 5% of its assets or income, taking in account certain attribution rules, (4) which is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax or other governmental authorities in the country in which it is established or operates and (5) with respect to which, under the laws of the country in which it is established or operates, and subject to a de minimis exception, (a) contributions to such organization or arrangement that would otherwise be subject to tax under such laws are deductible or excluded from the gross income of such entity or taxed at a reduced rate or (b) taxation of any investment income of such organization or arrangement is deferred or such income is taxed a reduced rate.

FATCA. Under FATCA, a U.S. withholding tax at a 30% rate will be imposed on dividends paid to certain non-U.S. stockholders if certain disclosure requirements related to U.S. accounts or ownership are not satisfied. If payment of withholding taxes is required, non-U.S. stockholders that are otherwise eligible for an exemption from, or reduction of, U.S. withholding taxes with respect to such dividends will be required to seek a refund from the IRS to obtain the benefit of such exemption or reduction. We will not pay any additional amounts in respect of any amounts withheld.

Dispositions

Subject to the discussion below regarding dispositions by "qualified shareholders" and "qualified foreign pension funds," non-U.S. stockholders could incur tax under FIRPTA with respect to gain realized upon a disposition of our common stock if we are a United States real property holding corporation during a specified testing period. If at least 50% of a REIT's assets are USRPIs, then the REIT will be a USRPHC. We anticipate that we will be a USRPHC based on our investment strategy. However, even if we are a USRPHC, a non-U.S. stockholder generally would

not incur tax under FIRPTA on gain from the sale of our common stock if we are a "domestically controlled qualified investment entity."

A "domestically controlled qualified investment entity" includes a REIT in which, at all times during a specified testing period, less than 50% in value of its shares are held directly or indirectly by non-U.S. stockholders. We cannot assure you that this test will be met.

If our common stock is regularly traded on an established securities market, an additional exception to the tax under FIRPTA will be available with respect to a non-U.S. stockholder's disposition of such stock, even if we do not qualify as a domestically controlled qualified investment entity at the time the non-U.S. stockholder sells such stock. Under this additional exception, the gain from such a sale by a non-U.S. stockholder will not be subject to tax under FIRPTA if (1) our common stock is treated as being regularly traded on an established securities market under applicable Treasury Regulations and (2) the non-U.S. stockholder owned, actually or constructively, 10% or less of our common stock at all times during a specified testing period. As noted above, we anticipate that our common stock will be regularly traded on an established securities market immediately following this offering.

In addition, a sale of our common stock by a "qualified shareholder" or a "qualified foreign pension fund" who holds our common stock directly or indirectly (through one or more partnerships) will not be subject to U.S. federal income tax under FIRPTA. However, while a "qualified shareholder" will not be subject to FIRPTA withholding on a sale of our common stock, non- United States persons who hold interests in the "qualified shareholder" (other than interests solely as a creditor) and hold more than 10% of our common stock, either through the "qualified shareholder" or otherwise, will still be subject to FIRPTA withholding.

If the gain on the sale of our common stock were taxed under FIRPTA, a non-U.S. stockholder would be taxed on that gain in the same manner as U.S. stockholders, subject to applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals. In addition, distributions that are subject to tax under FIRPTA also may be subject to a 30% branch profits tax when made to a non-U.S. stockholder treated as a corporation (under U.S. federal income tax principles) that is not otherwise entitled to treaty exemption. Finally, if we are not a domestically controlled qualified investment entity at the time our common stock is sold and the non-U.S. stockholder does not qualify for the exemptions described in the preceding paragraph, under FIRPTA the purchaser of our common stock also may be required to withhold 15% of the purchase price and remit this amount to the IRS on behalf of the selling non-U.S. stockholder.

With respect to individual non-U.S. stockholders, even if not subject to FIRPTA, capital gains recognized from the sale of our common stock will be taxable to such non-U.S. stockholder if he or she is a non-resident alien individual who is present in the United States for 183 days or more during the taxable year and some other conditions apply, in which case the non-resident alien individual may be subject to a U.S. federal income tax on his or her U.S. source capital gain.

Information Reporting Requirements and Withholding

We will report to our stockholders and to the IRS the amount of distributions we pay during each calendar year and the amount of tax we withhold, if any. Under the backup withholding rules, a stockholder may be subject to backup withholding at a rate of 24% with respect to distributions unless the stockholder:

- is a corporation or qualifies for certain other exempt categories and, when required, demonstrates this fact; or

- provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with the applicable requirements of the backup withholding rules.

A stockholder who does not provide us with its correct taxpayer identification number also may be subject to penalties imposed by the IRS. Any amount paid as backup withholding will be creditable against the stockholder's income tax liability. In addition, we may be required to withhold a portion of capital gain distributions to any stockholders who fail to certify their non-foreign status to us.

Backup withholding will generally not apply to payments of dividends made by us or our paying agents, in their capacities as such, to a non-U.S. stockholder provided that the non-U.S. stockholder furnishes to us or our paying agent the required certification as to its non-U.S. status, such as providing a valid IRS Form W-8BEN, W-8BEN-E or W-8ECI, or certain other requirements are met. Notwithstanding the foregoing, backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that the holder is a United States person that is not an exempt recipient. Payments of the proceeds from a disposition or a redemption effected outside the United States by a non-U.S. stockholder made by or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting (but not backup withholding) generally will apply to such a payment if the broker has certain connections with the United States unless the broker has documentary evidence in its records that the beneficial owner is a non-U.S. stockholder and specified conditions are met or an exemption is otherwise established. Payment of the proceeds from a disposition by a non-U.S. stockholder of common stock made by or through the U.S. office of a broker is generally subject to information reporting and backup withholding unless the non-U.S. stockholder certifies under penalties of perjury that it is not a United States person and satisfies certain other requirements, or otherwise establishes an exemption from information reporting and backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the stockholder's U.S. federal income tax liability if certain required information is furnished to the IRS. Stockholders should consult their tax advisors regarding application of backup withholding to them and the availability of, and procedure for obtaining an exemption from, backup withholding.

Other Tax Consequences

Tax Aspects of Our Investments in Our Operating Partnership and Subsidiary Partnerships

The following discussion summarizes certain U.S. federal income tax considerations applicable to our direct or indirect investments in our Operating Partnership and any subsidiary partnerships or limited liability companies that we form or acquire, or each individually a Partnership and, collectively, the Partnerships. The discussion does not cover state or local tax laws or any U.S. federal tax laws other than income tax laws.

Classification as Partnerships. We will include in our income our distributive share of each Partnership's income and deduct our distributive share of each Partnership's losses only if such Partnership is classified for U.S. federal income tax purposes as a partnership (or an entity that is disregarded for U.S. federal income tax purposes if the entity is treated as having only one owner for U.S. federal income tax purposes) rather than as a corporation or an association taxable as a

corporation. An unincorporated entity with at least two owners or members will be classified as a partnership, rather than as a corporation, for U.S. federal income tax purposes if it:

- is treated as a partnership under the Treasury Regulations relating to entity classification, or the check-the-box regulations; and
- is not a "publicly traded partnership."

Under the check-the-box regulations, an unincorporated entity with at least two owners or members may elect to be classified either as an association taxable as a corporation or as a partnership. If such an entity does not make an election, it will generally be treated as a partnership (or an entity that is disregarded for U.S. federal income tax purposes if the entity is treated as having only one owner or member for U.S. federal income tax purposes) for U.S. federal income tax purposes. Our operating partnership intends to be classified as a partnership for U.S. federal income tax purposes and will not elect to be treated as an association taxable as a corporation under the check-the-box regulations.

A publicly traded partnership is a partnership whose interests are traded on an established securities market or are readily tradable on a secondary market or the substantial equivalent thereof. A publicly traded partnership will not, however, be treated as a corporation for any taxable year if, for each taxable year beginning after December 31, 1987 in which it was classified as a publicly traded partnership, 90% or more of the partnership's gross income for such year consists of certain passive-type income, including real property rents, gains from the sale or other disposition of real property, interest and dividends, or the 90% passive income exception. Treasury Regulations provide limited safe harbors from the definition of a publicly traded partnership. Pursuant to one of those safe harbors, or the private placement exclusion, interests in a partnership will not be treated as readily tradable on a secondary market or the substantial equivalent thereof if (1) all interests in the partnership were issued in a transaction or transactions that were not required to be registered under the Securities Act and (2) the partnership does not have more than 100 partners at any time during the partnership's taxable year. In determining the number of partners in a partnership, a person owning an interest in a partnership, grantor trust or S corporation that owns an interest in the partnership is treated as a partner in such partnership only if (1) substantially all of the value of the owner's interest in the entity is attributable to the entity's direct or indirect interest in the partnership and (2) a principal purpose of the use of the entity is to permit the partnership to satisfy the 100-partner limitation. We expect that our operating partnership and any other partnership in which we own an interest will qualify for the private placement exception.

We have not requested, and do not intend to request, a ruling from the IRS that our operating partnership will be classified as a partnership for U.S. federal income tax purposes. If for any reason our operating partnership were taxable as a corporation, rather than as a partnership, for U.S. federal income tax purposes, we likely would not be able to qualify as a REIT unless we qualified for certain relief provisions. See "—Gross Income Tests" and "—Asset Tests." In addition, any change in a Partnership's status for tax purposes might be treated as a taxable event, in which case we might incur tax liability without any related cash distribution. Further, items of income and deduction of such Partnership would not pass through to its partners, and its partners would be treated as stockholders for tax purposes. Consequently, such Partnership would be required to pay tax at U.S. federal corporate income tax rates on its net income, and distributions to its partners would constitute dividends that would not be deductible in computing such Partnership's taxable income.

Income Taxation of the Partnerships and their Partners

Partners, Not the Partnerships, Subject to Tax. A partnership is generally not a taxable entity for U.S. federal income tax purposes. Rather, we are required to take into account our allocable share of each Partnership's income, gains, losses, deductions and credits for any taxable year of such Partnership ending within or with our taxable year, without regard to whether we have received or will receive any distribution from such Partnership. However, as discussed below, the tax liability for adjustments to a partnership's tax returns made as a result of an audit by the IRS will be imposed on the partnership itself in certain circumstances absent an election to the contrary (if available).

Partnership Allocations. Although a partnership agreement generally will determine the allocation of income and losses among partners, such allocations will be disregarded for tax purposes if they do not comply with the provisions of the U.S. federal income tax laws governing partnership allocations. If an allocation is not recognized for U.S. federal income tax purposes, the item subject to the allocation will be reallocated in accordance with the partners' interests in the partnership, which will be determined by taking into account all of the facts and circumstances relating to the economic arrangement of the partners with respect to such item. Each Partnership's allocations of taxable income, gain and loss are intended to comply with the requirements of the U.S. federal income tax laws governing partnership allocations.

Tax Allocations with Respect to Partnership Properties. Income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership must be allocated in a manner such that the contributing partner is charged with, or benefits from, respectively, the unrealized gain or unrealized loss associated with the property at the time of the contribution, or the 704(c) Allocations. The amount of the unrealized gain or unrealized loss, or built-in gain or built-in loss, respectively, is generally equal to the difference between the fair market value of the contributed property at the time of contribution and the adjusted tax basis of such property at the time of contribution, or a book-tax difference. Any property purchased for cash initially will have an adjusted tax basis equal to its fair market value, resulting in no book-tax difference. A book-tax difference generally is decreased on an annual basis as a result of depreciation deductions to the contributing partner for book purposes but not for tax purposes. The 704(c) Allocations are solely for U.S. federal income tax purposes and do not affect the book capital accounts or other economic or legal arrangements among the partners. In the future, our operating partnership may acquire property that may have a built-in gain or a built-in loss in exchange for OP units. Our operating partnership will have a carryover, rather than a fair market value, adjusted tax basis in such contributed assets equal to the adjusted tax basis of the contributors in such assets, resulting in a book-tax difference. As a result of that book-tax difference, we will have a lower adjusted tax basis with respect to that portion of our operating partnership's assets than we would have with respect to assets having a tax basis equal to fair market value at the time of acquisition. This could result in lower depreciation deductions with respect to the portion of our operating partnership's assets attributable to such contributions.

The U.S. Treasury Department has issued regulations requiring partnerships to use a "reasonable method" for allocating items with respect to which there is a book-tax difference and outlining several reasonable allocation methods. Under certain available methods, the carryover basis of contributed properties in the hands of our operating partnership (1) could cause us to be allocated lower amounts of depreciation deductions for tax purposes than would be allocated to us if all contributed properties were to have a tax basis equal to their fair market value at the time of the contribution and (2) in the event of a sale of such properties, could cause us to be allocated taxable gain in excess of the economic or book gain allocated to us as a result of such sale, with a

corresponding benefit to the contributing partners. An allocation described in (2) above might cause us to recognize taxable income in excess of cash proceeds in the event of a sale or other disposition of property, which may adversely affect our ability to comply with the REIT distribution requirements and may result in a greater portion of our distributions being taxed as dividends. We have not yet decided what method our Operating Partnership will use to account for book-tax differences.

Sale of a Partnership's Property

Generally, any gain realized by a Partnership on the sale of property held by the Partnership for more than one year will be long-term capital gain, except for any portion of such gain that is treated as depreciation or cost recovery recapture. Under Section 704(c) of the Code, any gain or loss recognized by a Partnership on the disposition of contributed properties will be allocated first to the partners of the Partnership who contributed such properties to the extent of their built-in gain or built-in loss on those properties for U.S. federal income tax purposes. The partners' built-in gain or built-in loss on such contributed properties will equal the difference between the partners' proportionate share of the book value of those properties and the partners' tax basis allocable to those properties at the time of the contribution as reduced for any decrease in the "book-tax difference." See "—Income Taxation of the Partnerships and their Partners—Tax Allocations with Respect to Partnership Properties." Any remaining gain or loss recognized by the Partnership on the disposition of the contributed properties, and any gain or loss recognized by the Partnership on the disposition of the other properties, will be allocated among the partners in accordance with their respective percentage interests in the Partnership.

Our share of any gain realized by a Partnership on the sale of any property held by the Partnership as inventory or other property held primarily for sale to customers in the ordinary course of the Partnership's trade or business will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. Such prohibited transaction income may have an adverse effect upon our ability to satisfy the income tests for REIT status. See "—Gross Income Tests." We do not presently intend to acquire or hold or to allow any Partnership to acquire or hold any property that represents inventory or other property held primarily for sale to customers in the ordinary course of our or such Partnership's trade or business.

Partnership Audit Rules

Under the Bipartisan Budget Act of 2015, any audit adjustments to items of income, gain, loss, deduction or credit of a partnership (and any partner's distributive share thereof) are now determined, and taxes, interest or penalties attributable thereto are assessed and collected, at the partnership level. Although it is not entirely clear how these new rules will be implemented, it is possible that they could result in partnerships in which we directly or indirectly invest being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a direct or indirect partner of those partnerships, could be required to bear the economic burden of those taxes, interest and penalties even though we, as a REIT, may not otherwise have been required to pay additional corporate-level taxes as a result of the related audit adjustment. The changes created by these new rules are sweeping and in many respects dependent on the promulgation of future regulations or other guidance by the U.S. Treasury Department. Investors are urged to consult their tax advisors with respect to these changes and their potential impact on their investment in our common stock.

Legislative or Other Actions Affecting REITs

The present U.S. federal income tax treatment of REITs may be modified, possibly with retroactive effect, by legislative, judicial or administrative action at any time, which could affect

the U.S. federal income tax treatment of an investment in our common stock. The REIT rules are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department, which may result in statutory changes as well as revisions to regulations and interpretations. Additionally, several of the tax considerations described herein are currently under review and are subject to change. Prospective stockholders are urged to consult with their tax advisors regarding the effect of potential changes to the U.S. federal tax laws on an investment in our common stock.

State and Local Taxes

We and/or our stockholders may be subject to taxation by various states and localities, including those in which we or a stockholder transacts business, owns property or resides. The state and local tax treatment may differ from the U.S. federal income tax treatment described above. Consequently, prospective stockholders should consult their tax advisors regarding the effect of state and local tax laws upon an investment in our common stock.

ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the acquisition and holding of our common stock by employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA), non-U.S. plans (as described in Section 4(b)(4) of ERISA) or other plans that are not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws") and entities whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan").

This summary is based on the provisions of ERISA and the Code (and related regulations and administrative and judicial interpretations) as of the date of this prospectus. This summary does not purport to be complete, and no assurance can be given that future legislation, court decisions, regulations, rulings or pronouncements will not significantly modify the requirements summarized below. Any of these changes may be retroactive and may thereby apply to transactions entered into prior to the date of their enactment or release. This discussion is general in nature and is not intended to be all inclusive, nor should it be construed as investment or legal advice.

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of an ERISA Plan or the management or disposition of the assets of an ERISA Plan, or who renders investment advice for a fee or other compensation to an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in our common stock with a portion of the assets of any Plan, a fiduciary should consider the Plan's particular circumstances and all of the facts and circumstances of the investment and determine whether the acquisition and holding of our common stock is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to the fiduciary's duties to the Plan, including, without limitation:

- whether the investment is prudent under Section 404(a)(1)(B) of ERISA and any other applicable Similar Laws;
- whether, in making the investment, the ERISA Plan will satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA and any other applicable Similar Laws;
- whether the investment is permitted under the terms of the applicable documents governing the Plan;
- whether the acquisition or holding of our common stock will constitute a "prohibited transaction" under Section 406 of ERISA or Section 4975 of the Code (please see the discussion under "—Prohibited Transaction Issues" below); and

- whether the Plan will be considered to hold, as plan assets, (i) only our common stock or (ii) an undivided interest in our underlying assets (please see the discussion under "—Plan Asset Issues" below).

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of our common stock by an ERISA Plan with respect to which the issuer, the initial purchaser or a guarantor is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

Because of the foregoing, our common stock should not be acquired or held by any person investing "plan assets" of any Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or a similar violation of any applicable Similar Laws.

Plan Asset Issues

Additionally, a fiduciary of a Plan should consider whether the Plan will, by investing in us, be deemed to own an undivided interest in our assets, with the result that we would become a fiduciary of the Plan and our operations would be subject to the regulatory restrictions of ERISA, including its prohibited transaction rules, as well as the prohibited transaction rules of the Code and any other applicable Similar Laws.

The Department of Labor (the "DOL") regulations provide guidance with respect to whether the assets of an entity in which ERISA Plans acquire equity interests would be deemed "plan assets" under some circumstances. Under these regulations, an entity's assets generally would not be considered to be "plan assets" if, among other things:

(a) the equity interests acquired by ERISA Plans are "publicly offered securities" (as defined in the DOL regulations)—i.e., the equity interests are part of a class of securities that is widely held by 100 or more investors independent of the issuer and each other, are freely transferable and are either registered under certain provisions of the federal securities laws or sold to the ERISA Plan as part of a public offering under certain conditions;

(b) the entity is an "operating company" (as defined in the DOL regulations)—i.e., it is primarily engaged in the production or sale of a product or service, other than the investment of capital, either directly or through a majority-owned subsidiary or subsidiaries; or

(c) there is no significant investment by "benefit plan investors" (as defined in the DOL regulations)—i.e., immediately after the most recent acquisition by an ERISA Plan of any equity interest in the entity, less than 25% of the total value of each class of equity interest (disregarding certain interests held by persons (other than benefit plan investors) with discretionary authority or

control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets, and any affiliates thereof) is held by ERISA Plans, IRAs and certain other Plans (but not including governmental plans, foreign plans and certain church plans), and entities whose underlying assets are deemed to include plan assets by reason of a Plan's investment in the entity.

Due to the complexity of these rules and the excise taxes, penalties and liabilities that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering acquiring and/or holding our common stock on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the acquisition and holding of our common stock. Purchasers of our common stock have the exclusive responsibility for ensuring that their acquisition and holding of our common stock complies with the fiduciary responsibility rules of ERISA and does not violate the prohibited transaction rules of ERISA, the Code or applicable Similar Laws. The sale of our common stock to a Plan is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by any such Plan or that such investment is appropriate for any such Plan.

UNDERWRITING

Raymond James & Associates, Inc. is acting as representative of each of the underwriters named below. Subject to the terms and conditions set forth in an underwriting agreement among us, our Operating Partnership, our Manager and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the number of shares of common stock set forth opposite its name below.

Underwriter	Number of Shares
Raymond James & Company	
Robert W. Baird & Co. Incorporated	
B. Riley FBR, Inc.	
BMO Capital Markets Corp.	
Janney Montgomery Scott LLC	
D.A. Davidson & Co.	
Total	7,500,000

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares of our common stock sold under the underwriting agreement if any of these shares of common stock are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We and our Operating Partnership have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the shares of our common stock, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officers' certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commissions and Discounts

The representative has advised us that the underwriters propose initially to offer the shares of our common stock to the public at the public offering price set forth on the front cover of this prospectus and to dealers at that price less a concession not in excess of $ per share. The underwriters may allow, and the dealers may reallow, a discount not in excess of $ per share to other dealers. After this offering, the public offering price, concession or any other term of this offering may be changed.

The following table shows the public offering price, underwriting discount and proceeds, before expenses, to us. The information assumes either no exercise or full exercise by the underwriters of their option to purchase additional shares of our common stock.

	Per Share	Without Option	With Option
Public offering price	$	$	$
Underwriting discount (1)			
Proceeds, before expenses, to us	$	$	$

(1) Includes a structuring fee payable to Raymond James & Associates, Inc. equal to 0.5% of the gross proceeds of this offering. Excludes certain other compensation payable to the underwriters.

The estimated expenses of this offering payable by us, exclusive of the underwriting discount, are approximately $. We have agreed to reimburse the underwriters for the legal fees and other reasonable disbursements of counsel for the underwriters in connection with any required Blue Sky filings and the filing for review of the public offering of our common stock by the Financial Industry Regulatory Authority, Inc. We estimate that the total amount we will be required to reimburse the underwriters for these fees and disbursements will be $.

Option to Purchase Additional Shares

We have granted an option to the underwriters to purchase up to 1,125,000 additional shares of our common stock at the public offering price less the underwriting discount. The underwriters may exercise this option for 30 days from the date of this prospectus solely to cover any over-allotments. If the underwriters exercise this option, each underwriter will be obligated, subject to certain conditions contained in the underwriting agreement, to purchase a number of additional shares of our common stock proportionate to that underwriter's initial amount reflected in the above table.

No Sales of Similar Securities

Subject to certain exceptions, we, our Manager, our executive officers, directors and director nominees and CTO have agreed with the underwriters not to offer, sell, transfer or otherwise dispose of any of our common stock or any securities convertible into or exercisable or exchangeable for, exercisable for, or repayable with our common stock, for a period of 180 days after the date of this prospectus without first obtaining the written consent of the representative. Specifically, we and these other parties have agreed, with certain limited exceptions, not to directly or indirectly:

- offer, pledge, sell or contract to sell any of our common stock;
- sell any option or contract to purchase any of our common stock;
- purchase any option or contract to sell any of our common stock;
- grant any option, right or warrant for the sale of any of our common stock;
- lend or otherwise dispose of or transfer any of our common stock;
- file or cause to be filed any registration statement related to our common stock; or

- enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any of our common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise (other than issuances of OP units issued as consideration to third parties).

This lock-up provision applies to our common stock and to securities convertible into or exchangeable or exercisable for or repayable with our common stock. It also applies to our common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition.

Raymond James & Associates, Inc., in its sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time with or without notice; provided, however, that if the release is granted for one of our officers or directors, (i) Raymond James & Associates, Inc. agrees, on behalf of the underwriters, that at least three business days before the effective date of the release or waiver, Raymond James & Associates, Inc. will, on behalf of the underwriters, notify us of the impending release or waiver, and (ii) we are obligated to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver.

Listing

We have applied to list our common stock on the NYSE under the symbol “PINE.” In order to meet the requirements for listing on that exchange, the underwriters will undertake to sell a minimum number of shares of our common stock to a minimum number of beneficial owners as required by that exchange.

Determination of Offering Price

Before this offering, there has been no public market for our common stock. The public offering price will be determined through negotiations between us and the representative. In addition to prevailing market conditions, the factors to be considered in determining the public offering price include:

- the valuation multiples of publicly traded companies that the representative believes to be comparable to us;
- our financial information;
- the history of, and the prospects for, our company and the industry in which we compete;
- an assessment of our management, its past and present operations, and the prospects for, and timing of, our future revenues; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for our common stock may not develop. It is also possible that, after this offering, our common stock will not trade in the public market at or above the public offering price.

The underwriters do not expect to sell more than 10% of the shares of our common stock to be sold in this offering to accounts over which they exercise discretionary authority.

Price Stabilization, Short Positions and Penalty Bids

Until the distribution of the shares of our common stock to be sold in this offering is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our common stock. However, the underwriters may engage in transactions that stabilize the price of our common stock, such as bids or purchases to peg, fix or maintain that price.

In connection with this offering, the underwriters may purchase and sell our common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares of our common stock than they are required to purchase in this offering. "Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of our common stock. The underwriters may close out any covered short position by either exercising their option or purchasing shares in the open market. In determining the source of shares of our common stock to close out the covered short position, the underwriters will consider, among other things, the price of shares of our common stock available for purchase in the open market as compared to the price at which they may purchase shares of our common stock through the option. "Naked" short sales are sales in excess of the underwriters' option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares of our common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in the open market after the pricing of this offering that could adversely affect investors who purchase in this offering. Stabilizing transactions consist of various bids for or purchases of shares of our common stock made by the underwriters in the open market prior to the completion of this offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the underwriters have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Similar to other purchase transactions, the underwriters' purchases to cover syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the NYSE, in the over-the-counter market or otherwise.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor any of the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Distribution

In connection with this offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. In addition, the underwriters may facilitate Internet distribution for this offering to certain of their Internet subscription customers. The underwriters may allocate a limited number of shares of our common stock for sale to their online brokerage customers. An electronic prospectus may be available on the websites maintained

by the underwriters. Other than the prospectus in electronic format, the information on the underwriters' websites is not part of this prospectus.

Other Relationships

We will pay Raymond James & Associates, Inc. a structuring fee equal to 0.5% of the gross proceeds of this offering, or $ (or $ if the underwriters exercise their option to purchase additional shares of our common stock) in connection with this offering.

CTO has agreed to retain Raymond James & Associates, Inc. (or any affiliate designated by Raymond James & Associates, Inc.) for select capital markets activities by August 21, 2020 or CTO will pay Raymond James & Associates, Inc. $500,000, subject to certain exceptions. The rights of Raymond James & Associates, Inc. described in this paragraph will terminate upon the consummation of this offering. In addition, CTO has agreed to pay B. Riley FBR, Inc. $50,000 in connection with certain unrelated advisory services, the payment of which is not contingent on the completion of this offering.

Concurrently with the completion of this offering, we expect to enter into a $100 million unsecured revolving credit facility with several lenders, for whom will act as administrative agent, and which will include affiliates of and Raymond James & Associates, Inc. In their capacity as lenders, these affiliates of and Raymond James & Associates, Inc. will receive certain financing fees in connection with the revolving credit facility in addition to the underwriting discounts payable to the underwriters in connection with this offering.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Concurrent CTO Private Placement

CTO has indicated it intends to purchase, in a concurrent private placement, $7.5 million in shares of our common stock, at a per share price equal to the public offering price per share. The shares of common stock to be offered and sold in the concurrent CTO private placement will be offered and sold directly by us to CTO without the payment of any placement fee or underwriting discounts or commission.

Selling Restrictions

Notice to Prospective Investors in Canada

The shares may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations.* Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Prospective Investors in Switzerland

Each copy of this prospectus is addressed to a specifically named recipient and may not be copied, reproduced, distributed or passed on to third parties.

The distribution of shares or units in foreign collective investment schemes in or from Switzerland are subject to the Collective Investment Schemes Act of June 23, 2006, as amended from time to time (the "CISA"). Art. 3 CISA defines the term "distribution" as any offer of, or advertisement for, collective investment schemes that is not exclusively directed towards supervised financial intermediaries as per art. 10 para. 3 lit. (a) CISA and supervised insurance companies as per art. 10 para. 3 lit. (b) CISA and qualifies certain other activities as not being "distribution". The distribution of shares or units in foreign collective investment schemes in or from Switzerland to non-qualified investors is subject to authorization by the Swiss Financial Market Supervisory Authority (FINMA) and certain other requirements. Shares or units in a foreign collective investment scheme may be distributed in Switzerland to unregulated qualified investors without such authorization by the FINMA, provided that certain other requirements are met, in particular, that a representative and a paying agent was appointed in Switzerland for the shares or units distributed in Switzerland.

The Company qualifies as a foreign collective investment scheme for the purposes of the CISA. The distribution of our common stock to non-qualified investors has not been approved by the FINMA, and no representative or payment agent was appointed by our company in Switzerland. Any offering of our common stock, and any other form of solicitation of investors in relation to our company (including by way of circulation of offering materials or information, including this prospectus) in Switzerland, shall be made or directed only (i) towards supervised financial intermediaries such as banks, securities dealers, fund management companies, asset managers of collective investment schemes and central banks as per art. 10 para. 3 lit. (a) CISA, (ii) towards supervised insurance companies as per art. 10 para. 3 lit. (b) CISA and/or (iii) otherwise in a way not qualifying as "distribution" as per art. 3 CISA, all pursuant to the prerequisites laid out in the CISA and its implementing ordinances as well as any applicable FINMA guidelines and practice, including, in particular, FINMA Circular 2013/9 dated August 28, 2013, as amended from time to time. Failure to comply with the above-mentioned requirements may constitute a breach of the CISA.

Notice to Prospective Investors in Hong Kong

The shares of our common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32)

of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares of our common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares of our common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Japan

The shares of common stock to be offered in this offering have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (the "Financial Instruments and Exchange Act"), and the underwriters have agreed that they will not offer or sell any of the shares of common stock to be offered in this offering, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of common stock may not be circulated or distributed, nor may the shares of common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares of common stock are subscribed or purchased under Section 275 by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments, and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239 (1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within 6 months after that corporation or that trust has acquired the shares of common stock pursuant to an offer made under Section 275 except: (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275 (1A) or Section 276(4)(i)(B) of the SFA; (2) where no consideration is or will be given for the transfer; (3) where the transfer is by operation of law; or (4) as specified in Section 276(7) of the SFA.

LEGAL MATTERS

Certain legal matters relating to this offering will be passed upon for us by Vinson & Elkins L.L.P. In addition, the description of U.S. federal income tax consequences contained in the section of the prospectus entitled “Material U.S. Federal Income Tax Considerations” is based on the opinion Vinson & Elkins L.L.P. Certain matters of Maryland law will be passed upon for us by Pillsbury Winthrop Shaw Pittman LLP. Hunton Andrews Kurth LLP will act as counsel to the underwriters.

EXPERTS

The audited financial statements included in this prospectus and elsewhere in the registration statement have been so included in reliance on the reports of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in auditing and accounting.

Unless otherwise indicated, all statistical and economic market data included in this prospectus, including information relating to the economic conditions in the single-tenant market contained in “Prospectus Summary” and “Market Opportunity,” is derived from market information prepared for us by RCG, a nationally-recognized real estate consulting firm, and is included in this prospectus in reliance on RCG’s authority as an expert in such matters.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-11, including exhibits filed with the registration statement of which this prospectus is a part, under the Securities Act, with respect to the shares of our common stock to be sold in this offering. This prospectus does not contain all of the information set forth in the registration statement and exhibits to the registration statement. For further information with respect to us and the shares of our common stock to be sold in this offering, reference is made to the registration statement, including the exhibits to the registration statement. Our SEC filings, including our registration statement, are also available to you, free of charge, on the SEC’s website at *www.sec.gov*.

Upon the completion of this offering, we will be subject to the information and periodic reporting requirements of the Exchange Act applicable to a company with securities registered pursuant to Section 12 of the Exchange Act. In accordance therewith, we will file periodic reports, proxy statements and other information with the SEC. All documents filed with the SEC are available at the website of the SEC referred to above. We maintain a website at *www.alpinereit.com*. You may access our reports, proxy statements and other information free of charge at this website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference in and is not a part of this prospectus or the registration statement of which it forms a part.

INDEX TO FINANCIAL STATEMENTS

ALPINE INCOME PROPERTY TRUST, INC.
UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

As used in these unaudited pro forma consolidated financial statements, unless the context otherwise requires, "we," "us," and "our company" means Alpine Income Property Trust, Inc, a Maryland corporation, and its consolidated subsidiaries upon consummation of this offering, the concurrent CTO Private Placement and the Formation Transactions, in each case, as described and defined below.

Upon completion of this offering, the concurrent CTO Private Placement (as defined below) and the Formation Transactions (as defined below), we will (i) acquire our initial portfolio of 20 single-tenant properties from Consolidated-Tomoka Land Co. ("CTO"), a publicly-traded real estate company specializing in land, income property investments, and other real estate related investments, (ii) enter into a management agreement between us and a wholly-owned subsidiary of CTO who will be our external manager and (iii) conduct substantially all of our operations, through our operating partnership, Alpine Income Property Trust OP, LP. Our wholly-owned subsidiary, Alpine Income Property Trust GP, LLC, will be the sole general partner of our operating partnership.

This Offering

We will issue and sell 7,500,000 shares of our common stock in this offering and an additional approximately 1,125,000 shares of our common stock if the underwriters exercise their option to purchase additional shares of our common stock in full (the "Offering"). We estimate that the net proceeds to us from this offering and the concurrent CTO Private Placement described below will be approximately $145.3 million, or approximately $166.2 million if the underwriters exercise in full their option to purchase additional shares, after deducting underwriting discounts and other estimated expenses, in each case, based on an assumed public offering price of $20.00 per share, which is the mid-point of the price range set forth on the front cover of this prospectus. These unaudited pro forma consolidated financial statements assume no exercise by the underwriters of their option to purchase additional shares.

Concurrent CTO Private Placement

Concurrently with the completion of this offering, we will issue and sell, and CTO will purchase, $7.5 million in shares of our common stock in a separate private placement (the "CTO Private Placement") that closes concurrent with the closing of the offering. CTO will purchase these shares at a price per share equal to the public offering price per share in the offering without payment of any placement fee or underwriting discount. Based on an assumed public offering price of $20.00 per share, which is the mid-point of the price range set forth on the front cover of this prospectus, we will issue and sell, and CTO will purchase, 375,000 shares of our common stock, representing approximately 4.8% of our outstanding shares of common stock upon completion of the Offering and the CTO Private Placement.

Formation Transactions

Concurrently with the completion of the Offering and the CTO Private Placement, we will engage in a series of formation transactions (the "Formation Transactions") pursuant to which we will acquire 20 single-tenant properties from CTO that constitute our initial portfolio. Our completed acquisitions will be accounted for as asset acquisitions because there was no substantive process acquired in any of the acquisitions and substantially all of the fair value of the individual acquisitions is concentrated in a single identifiable asset or group of similar identifiable assets. We intend to elect to be taxed as a real estate investment trust ("REIT") for U.S. federal

income tax purposes commencing with our short taxable year ending December 31, 2019. The following Formation Transactions have occurred or will occur prior to or concurrently with the completion of the Offering and the CTO Private Placement:

- We were formed as a Maryland corporation on August 19, 2019.
- Our operating partnership was formed as a Delaware limited partnership on August 20, 2019.
- We will use a portion of the net proceeds from this offering and the CTO Private Placement to acquire two single-tenant properties in our initial portfolio for aggregate cash consideration of approximately $9.1 million. We will contribute these properties to our operating partnership in exchange for OP units.
- We will contribute the remaining net proceeds from this offering and the CTO Private Placement to our operating partnership in exchange for OP units. Our operating partnership will use such net proceeds, in part, to purchase 13 of the 20 properties in our initial portfolio for aggregate cash consideration of approximately $116.8 million.
- Our operating partnership will enter into a contribution agreement with CTO and certain ownership entities, pursuant to which they will contribute to our operating partnership five single-tenant properties in exchange for an aggregate of 1,223,854 OP units, which have an assumed initial value of approximately $24.5 million based on the mid-point of the price range set forth on the front cover of this prospectus.
- Concurrently with the completion of the Offering and the CTO Private Placement, we and our operating partnership expect to enter into a $100 million unsecured revolving credit facility that will be available for general corporate purposes, including for funding future acquisitions. Affiliates of and Raymond James & Associates, Inc. are expected to be lenders under our new revolving credit facility.

Our wholly-owned subsidiary is the sole general partner of our operating partnership and has control over all of the business of the operating partnership, including the decisions related to the sale or refinancing of its properties. Substantially all of our business activities will be conducted through our operating partnership.

The unaudited pro forma consolidated financial statements as of and for the nine months ended September 30, 2019 and for the year ended December 31, 2018 are presented as if (i) the Offering, the CTO Private Placement, (ii) our acquisition of the properties in our initial portfolio through the series of transactions described above, and (iii) certain other adjustments described below had all occurred on September 30, 2019 for the unaudited pro forma consolidated balance sheet and on January 1, 2018 for the unaudited pro forma consolidated statements of operations.

The unaudited pro forma consolidated financial statements should be read in conjunction with the historical financial statements of Alpine Income Property Trust Predecessor, including the notes thereto, and other financial information and analysis, including the section captioned “Management’s Discussion and Analysis of Financial Condition and Results of Operations” presented elsewhere in this prospectus. The unaudited pro forma consolidated financial statements (i) are based on available information and assumptions that we deem reasonable; (ii) are presented for informational purposes only; (iii) do not purport to represent our financial position or results of operations or cash flows that would actually have occurred assuming completion of the Offering, the CTO Private Placement and the formation transactions and other adjustments described above had all occurred on September 30, 2019 for the unaudited pro forma consolidated balance sheet or on January 1, 2018 for the unaudited pro consolidated statements of operations; and (iv) do not purport to be indicative of our future results of operations or our financial position.

ALPINE INCOME PROPERTY TRUST, INC.
PRO FORMA CONSOLIDATED BALANCE SHEET
AS OF SEPTEMBER 30, 2019
(Unaudited)

	[A] Predecessor	[B] Acquisition Accounting Adjustments	Company	[C] Offering and CTO Private Placement	[D] Other Adjustments	Company Pro Forma
ASSETS						
Real Estate:						
Land, at cost	$ 52,024,389	$ (2,895,643)	$ 49,128,746	$ —	$ —	$ 49,128,746
Building and Improvements, at cost	91,919,239	(6,071,476)	85,847,763	—	—	85,847,763
Total Real Estate, at cost	143,943,628	(8,967,119)	134,976,509	—	—	134,976,509
Less, Accumulated Depreciation	(11,605,022)	11,605,022	—	—	—	—
Real Estate—Net	132,338,606	2,637,903	134,976,509	—	—	134,976,509
Cash and Cash Equivalents	60,267	(60,267)	—	157,500,000	(138,754,571)	18,745,429
Intangible Lease Assets—Net	12,890,412	4,893,552	17,783,964	—	—	17,783,964
Straight-Line Rent Adjustment	1,819,372	(1,819,372)	—	—	—	—
Deferred Expenses	2,911,836	(2,911,836)	—	—	585,000	585,000
Other Assets	220,713	(220,713)	—	—	—	—
Total Assets	$ 150,241,206	$ 2,519,267	$ 152,760,473	$ 157,500,000	$ (138,169,571)	$ 172,090,902
LIABILITIES AND EQUITY						
Liabilities:						
Accounts Payable, Accrued Expenses, and Other Liabilities	$ 426,778	$ (426,778)	$ —	$ —	$ —	$ —
Prepaid Rent and Deferred Revenue	337,466	(337,466)	—	—	—	—
Intangible Lease Liabilities—Net	1,899,047	464,775	2,363,822	—	—	2,363,822
Total Liabilities	2,663,291	(299,469)	2,363,822	—	—	2,363,822
Equity:						
Alpine Income Property Trust, Inc. Predecessor Equity	147,577,915	(147,577,915)	—	—	—	—
Common Stock	—	—	—	78,830	—	78,830
Additional Paid in Capital	—	150,396,651	150,396,651	132,944,090	(138,169,571)	145,171,170
Retained Earnings	—	—	—	—	—	—
Total Equity	147,577,915	2,818,736	150,396,651	133,022,920	(138,169,571)	145,250,000
Non-Controlling Interest	—	—	—	24,477,080	—	24,477,080
Total Capitalization	147,577,915	2,818,736	150,396,651	157,500,000	(138,169,571)	169,727,080
Total Liabilities and Equity	$ 150,241,206	$ 2,519,267	$ 152,760,473	$ 157,500,000	$ (138,169,571)	$ 172,090,902

ALPINE INCOME PROPERTY TRUST, INC.
NOTES TO PRO FORMA CONSOLIDATED BALANCE SHEET
AS OF SEPTEMBER 30, 2019
(Unaudited)

The adjustments to the unaudited pro forma consolidated balance sheet as of September 30, 2019 are as follows:

[A] Reflects the historical cost basis of the 20 single-tenant properties as of September 30, 2019.

[B] Represents the acquisitions by our company of the assets and liabilities associated with the 20 single-tenant properties being acquired from CTO, including the corresponding step-up in basis to measure identifiable assets and liabilities at fair market value. Includes depreciation and amortization of assets utilizing the remaining useful life and the remaining lease terms, as applicable.

In making estimates of fair values for purposes of allocating purchase price, we utilize a number of sources, including real estate valuations prepared by independent valuation firms. We also consider other information and factors, including market conditions, the industry that the tenant operates in, characteristics of the real estate (for example, location, size, demographics, value and comparative rental rates), tenant credit profile and the importance of the location of the real estate to the operations of the tenant's business. We also consider information obtained about each property as a result of CTO's prior ownership and/or pre-acquisition due diligence, marketing and leasing activities in estimating the fair value of the tangible and intangible assets acquired. We utilized valuations by a third party valuation specialist performed for CTO in the year of acquisition by CTO as a preliminary basis for determining the allocation of the determined fair value of the asset group to the individual tangible and intangible assets and liabilities. We performed a pro-rata allocation of the assets and liabilities based on these historical valuations. This preliminary purchase price allocation has been used to prepare pro forma adjustments in the unaudited pro forma consolidated balance sheet and unaudited pro forma consolidated statement of operations. The final purchase price allocation will be determined when we have completed our valuations and calculations. The final allocation could differ materially from the preliminary allocation used in the pro forma adjustments. The historical valuations obtained in connection with CTO's acquisition utilized the following considerations:

- The fair value of the tangible assets of an acquired property with an in-place operating lease is determined by valuing the property as if it were vacant, and the "as-if-vacant" value is then allocated to the tangible assets based on the fair value of the tangible assets.

- The fair value of in-place leases is determined by considering estimates of carrying costs during the expected lease-up periods, current market conditions, as well as costs to execute similar leases based on the specific characteristics of each tenant's lease, including leasing commissions, legal and other related expenses. In estimating carrying costs, we include real estate taxes, insurance and other operating expenses and estimates of lost rentals at market rates during the expected lease-up periods, which primarily range from six to 12 months.

- The fair value of above- or below-market leases is recorded based on the net present value (using a discount rate that reflects the risks associated with the leases acquired) of the difference between the contractual amount to be paid pursuant to the in-place lease and our estimate of the fair market lease rate for the corresponding in-place lease, measured over the remaining non-cancelable term of the lease, including any below-market fixed rate renewal options for below-market leases.

- Depreciation and amortization of the tangible and intangible assets was calculated on a straight-line basis over the estimated useful life of the asset.

[C] Represents the estimated net proceeds from the Offering and the CTO Private Placement.

[D] Represents the payment to CTO of approximately $125.9 million for 15 of the 20 properties in our initial portfolio, the payment of approximately $12.3 million of offering expenses, which were recorded as a reduction in Additional Paid in Capital, and the payment of approximately $585,000 for lender fees in connection with the anticipated closing of the $100 million unsecured revolving credit facility we expect to enter into concurrently with the completion of this offering.

ALPINE INCOME PROPERTY TRUST, INC.
PRO FORMA CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	[A] Predecessor	[B] Acquisition Accounting Adjustments	Company	[C] Other Adjustments	Company Pro Forma
For the Year Ended December 31, 2018					
Revenues					
Lease Income	$ 11,719,549	$ 2,464,187	$ 14,183,736	$ —	$ 14,183,736
Total Revenues	11,719,549	2,464,187	14,183,736	—	14,183,736
Direct Costs of Revenues					
Real Estate Expenses	1,619,523	—	1,619,523	—	1,619,523
Total Direct Costs of Revenues	1,619,523	—	1,619,523	—	1,619,523
Interest Expense	—	—	—	172,500	172,500
General and Administrative Expenses	1,184,352	(1,184,352)	—	4,328,000	4,328,000
Depreciation and Amortization	4,900,719	788,757	5,689,476	—	5,689,476
Total Operating Expenses	7,704,594	(395,595)	7,308,999	4,500,500	11,809,499
Net Income	$ 4,014,955	$ 2,859,782	$ 6,874,737	(4,500,500)	2,374,237
Less: Net Income Attributable to Noncontrolling Interest				(319,070)	(319,070)
Net Income Attributable to Alpine Income Property Trust, Inc.				$ (4,819,570)	$ 2,055,167
For the Nine Months Ended September 30, 2019					
Revenues					
Lease Income	$ 9,426,482	$ 1,166,825	$ 10,593,307	$ —	$ 10,593,307
Total Revenues	9,426,482	1,166,825	10,593,307	—	10,593,307
Direct Costs of Revenues					
Real Estate Expenses	1,138,539	—	1,138,539	—	1,138,539
Total Direct Costs of Revenues	1,138,539	—	1,138,539	—	1,138,539
Interest Expense	—	—	—	129,375	129,375
General and Administrative Expenses	1,415,330	(1,415,330)	—	3,246,000	3,246,000
Depreciation and Amortization	3,946,794	320,312	4,267,106	—	4,267,106
Total Operating Expenses	6,500,663	(1,095,018)	5,405,645	3,375,375	8,781,020
Net Income	$ 2,925,819	$ 2,261,843	$ 5,187,662	(3,375,375)	1,812,287
Less: Net Income Attributable to Noncontrolling Interest				(243,550)	(243,550)
Net Income Attributable to Alpine Income Property Trust, Inc.				$ (3,618,925)	$ 1,568,737

ALPINE INCOME PROPERTY TRUST, INC.
NOTES TO PRO FORMA CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2018 AND THE NINE MONTHS ENDED SEPTEMBER 30, 2019
(Unaudited)

The adjustments to the unaudited pro forma consolidated statement of operations for the nine months and year ended September 30, 2019 and December 31, 2018, respectively, are as follows:

[A] Reflects the historical combined statements of operations of Alpine Income Property Trust Predecessor as of and for the year ended December 31, 2018 and the nine months ended September 30, 2019.

[B] Represents the acquisition by our company of the assets and liabilities associated with the 20 single-tenant properties from CTO, including the corresponding step up in basis to measure identifiable assets and liabilities at fair market value. Includes depreciation and amortization utilizing the remaining useful life and the remaining lease terms, as applicable.

Also includes the adjustment to the historical non-cash rental revenues associated with the net straight-line adjustment and the amortization of above- and below-market lease intangibles. For the year ended December 31, 2018, the Company Pro Forma included approximately $618,000 in non-cash straight-line rent and approximately $210,000 of amortization of above- and below- market lease intangibles. For the nine months ended September 30, 2019, the Company Pro Forma included approximately $417,000 in non-cash straight-line rent and approximately $158,000 of amortization of above- and below- market lease intangibles.

[C] Represents the following annual general and administrative expenses that we expect to begin incurring upon completion of this offering, in the amounts provided below:

Management fee to Manager	$ 2,730,000
Director stock compensation expense	$ 160,000
Director & Officer insurance	$ 500,000

The unaudited pro forma consolidated statements of operations may not be indicative of our future results of operations because we expect to incur additional general and administrative expenses in order to operate as a public company. We expect to incur additional general and administrative expenses, including but not limited to incremental legal, audit, tax and other compliance-related fees and expenses. Management estimates these costs will be approximately $938,000 on an annual basis.

Additionally, represents the amortization of approximately $585,000 of lender fees to interest expense expected to be incurred with the closing of the $100 million unsecured revolving credit facility we expect to enter into concurrently with the completion of this offering. The approximately $585,000 of lender fees consists of approximately $550,000 of up-front arrangement fees which will be amortized over the anticipated 4-year term of the credit facility, for annual amortization of approximately $137,500 per year and an annual fee of approximately $35,000, for total annual estimated amortization of approximatley $172,500.

Other adjustments also reflects the allocation of net income attributable to the noncontrolling interests.

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholder
Alpine Income Property Trust, Inc.:

Opinion on the financial statements

We have audited the accompanying balance sheet of Alpine Income Property Trust, Inc. (the "Company") as of August 27, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of August 27, 2019, in conformity with accounting principles generally accepted in the United States of America.

Basis for opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Grant Thornton LLP

We have served as the Company's auditor since 2019.

Jacksonville, Florida
August 27, 2019

ALPINE INCOME PROPERTY TRUST, INC.
BALANCE SHEET

AS OF AUGUST 27, 2019

ASSETS	
Cash and Cash Equivalents	$1,000
Total Assets	$1,000
Equity:	
Common Stock, $0.01 par value per share; 100,000,000 shares authorized; 100 shares issued and outstanding	$ 1
Additional paid-in-capital	999
Total Equity	$1,000
Total Liabilities and Equity	$1,000

The accompanying notes are an integral part of this balance sheet.

ALPINE INCOME PROPERTY TRUST, INC.
NOTES TO BALANCE SHEET
AS OF AUGUST 27, 2019

NOTE 1. BUSINESS AND ORGANIZATION

Alpine Income Property Trust, Inc. (the "Company") is a Maryland corporation that was formed on August 19, 2019.

The Company intends to conduct an initial public offering of shares of its common stock (the "Offering") as well as a concurrent private placement of shares of common stock to Consolidated-Tomoka Land Co. ("CTO"). Net proceeds from the Offering and the concurrent CTO private placement will be used to purchase 15 single-tenant properties from CTO. CTO and Indigo Group Ltd., an indirect wholly-owned subsidiary of CTO, will also contribute to Alpine Income Property OP, LP, which will become the Company's operating partnership (the "Operating Partnership"), five additional single-tenant properties in exchange for operating partnership units. The Company will contribute the purchased properties and the remaining net proceeds from the Offering and the concurrent CTO private placement to the Operating Partnership in exchange for operating partnership units. The Company intends to cause the Operating Partnership to use the remaining net proceeds from the Offering and the concurrent CTO private placement for general corporate and working capital purposes, including possible future property acquisitions.

Substantially all of the Company's assets will be held by, and its operations will be conducted through, the Operating Partnership. A wholly-owned subsidiary of the Company, Alpine Income Property GP, LLC, will be the sole general partner of the Operating Partnership. As of August 27, 2019, the Company has not commenced operations; accordingly, no statement of operations or statement of cash flows is presented.

The sole stockholder of the Company is John P. Albright ("Sponsor"). The Sponsor's initial investment in the Company was $1,000, made on August 27, 2019, in exchange for 100 shares of the Company's common stock.

NOTE 2. BASIS OF PRESENTATION

The accompanying balance sheet of the Company is prepared in accordance with accounting principles generally accepted in the United States ("GAAP") and with the rules and regulations of the U.S. Securities and Exchange Commission.

NOTE 3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

USE OF ESTIMATES IN THE PREPARATION OF FINANCIAL STATEMENTS

The preparation of the balance sheet in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts on the balance sheet. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash in the Company's bank account. The Company considers all cash balances and highly-liquid investments with original maturities of three months or less to be cash and cash equivalents. The Company deposits cash with high quality financial institutions. These deposits are guaranteed by the Federal Deposit Insurance Corporation ("FDIC") up to an insurance limit. As of August 27, 2019, the Company did not have any deposits in excess of the amount insured by the FDIC.

FAIR VALUE MEASUREMENT

As of August 27, 2019, the Company's only financial instrument was cash and cash equivalents, the fair value of which was estimated to approximate its carrying amount.

INCOME TAXES

The Company has in effect an election to be taxed as a pass-through entity under subchapter S of the Internal Revenue Code of 1986, as amended, but intends to revoke this S election prior to the closing of the Offering. The Company intends to elect to be taxed as a real estate investment trust ("REIT") for U.S. federal income tax purposes commencing with its short taxable year beginning on the date of the revocation of the subchapter S election and ending on December 31, 2019. The Company expects to have little or no taxable income prior to electing REIT status. To qualify as a REIT, the Company must meet certain organizational and operational requirements, including a requirement to distribute at least 90% annual REIT taxable income, without regard to the dividends paid deduction or net capital gain, to its stockholders (which is computed and which does not necessarily equal net income as calculated in accordance with GAAP). As a REIT, the Company will generally not be subject to U.S. federal corporate income tax to the extent of its distributions to stockholders. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to U.S. federal income tax on its taxable income at regular corporate rates and generally will not be permitted to qualify for treatment as a REIT for the four taxable years following the year during which qualification is lost unless the Internal Revenue Service grants the Company relief under certain statutory provisions. Such an event could materially adversely affect the Company's net income and net cash available for distribution to stockholders. Even if the Company qualifies for taxation as a REIT, the Company may be subject to state and local taxes on its income and property and federal income and excise taxes on its undistributed income.

OFFERING COSTS

In connection with the Offering, affiliates of the Company have or will incur legal, accounting, and related costs, which will be reimbursed by the Company upon the consummation of the Offering. Such costs will be deducted from the proceeds of the Offering when it is consummated or expensed by the affiliates if the Offering is not consummated.

UNDERWRITING DISCOUNTS AND COSTS

Underwriting discounts and costs to be incurred in connection with the Offering will be reflected as a reduction of additional paid-in capital.

NOTE 4. SUBSEQUENT EVENTS

The Company has evaluated all events and transactions that occurred after August 27, 2019 through August 27, 2019, the date this balance sheet was available to be issued and noted there have been no events that have occurred that would require recognition or disclosure in the financial statements.

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholder
Alpine Income Property Trust Predecessor:

Opinion on the financial statements

We have audited the accompanying combined balance sheets of Alpine Income Property Trust Predecessor (the "Company") as of December 31, 2018 and 2017, and the related statements of operations, changes in equity and cash flows for each of the two years in the period ended December 31, 2018, and the related notes and financial statement schedules included under Item 15(a (collectively referred to as the "financial statements"). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

Basis for opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's combined financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures include examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Grant Thornton LLP

We have served as the Company's auditor since 2019.

Jacksonville, Florida
August 27, 2019

ALPINE INCOME PROPERTY TRUST PREDECESSOR
COMBINED BALANCE SHEETS

	As of December 31, 2018	As of December 31, 2017
ASSETS		
Real Estate:		
Land, at cost	$ 42,008,362	$ 37,268,855
Building and Improvements, at cost	78,143,602	78,073,615
Total Real Estate, at cost	120,151,964	115,342,470
Less, Accumulated Depreciation	(9,000,328)	(5,758,548)
Real Estate—Net	111,151,636	109,583,922
Cash and Cash Equivalents	8,258	6,900
Intangible Lease Assets—Net	10,555,596	11,545,306
Straight-Line Rent Adjustment	1,483,390	1,032,824
Deferred Expenses	3,223,768	3,640,039
Other Assets	128,300	169,402
Total Assets	$ 126,550,948	$ 125,978,393
LIABILITIES AND EQUITY		
Liabilities:		
Accounts Payable, Accrued Expenses, and Other Liabilities	$ 307,133	$ 3,464,844
Prepaid Rent and Deferred Revenue	344,682	371,937
Intangible Lease Liabilities—Net	1,710,037	1,761,764
Total Liabilities	2,361,852	5,598,545
Commitments and Contingencies—See Note 10		
Equity:		
Alpine Income Property Trust Predecessor Equity	124,189,096	120,379,848
Total Equity	124,189,096	120,379,848
Total Liabilities and Equity	$ 126,550,948	$ 125,978,393

The accompanying notes are an integral part of these combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
COMBINED STATEMENTS OF OPERATIONS

	For the Years Ended December 31, 2018	2017
Revenues		
Lease Income	$ 11,719,549	$ 8,454,498
Total Revenues	11,719,549	8,454,498
Direct Costs of Revenues		
Real Estate Expenses	1,619,523	1,468,792
Total Direct Costs of Revenues	1,619,523	1,468,792
General and Administrative Expenses	1,184,352	829,349
Depreciation and Amortization	4,900,719	3,057,346
Total Operating Expenses	7,704,594	5,355,487
Total Operating Income Before Income Tax Expense	4,014,955	3,099,011
Interest Expense	—	286,242
Net Income	$ 4,014,955	$ 2,812,769

The accompanying notes are an integral part of these combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
COMBINED STATEMENTS OF CHANGES IN EQUITY

	Total Equity
Balance January 1, 2017—Predecessor Equity	$ 56,424,956
Net Income	2,812,769
Stock-Compensation Expense from Consolidated-Tomoka Land Co.	136,536
Net Transactions with Consolidated-Tomoka Land Co.	61,005,587
Balance December 31, 2017—Predecessor Equity	$ 120,379,848
Net Income	4,014,955
Stock-Compensation Expense from Consolidated-Tomoka Land Co.	232,426
Net Transactions with Consolidated-Tomoka Land Co.	(438,133)
Balance December 31, 2018—Predecessor Equity	$ 124,189,096

The accompanying notes are an integral part of these combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
COMBINED STATEMENTS OF CASH FLOWS

	For the Years Ended December 31, 2018	2017
Cash Flow from Operating Activities:		
Net Income	$ 4,014,955	$ 2,812,769
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	4,900,719	3,057,346
Amortization of Intangible Assets and Liabilities to Lease Income	(229,329)	(165,973)
Amortization of Deferred Expenses to Lease Income	302,431	50,405
Loan Cost Amortization included in Interest Expense	—	30,509
Non-Cash Compensation	232,426	136,536
Decrease (Increase) in Assets:		
Straight-Line Rent Adjustment	(450,566)	(384,055)
Deferred Expenses	(909)	(3,358,642)
Other Assets	41,102	(110,984)
Increase (Decrease) in Liabilities:		
Accounts Payable, Accrued Expenses, and Other Liabilities	(3,157,711)	3,160,104
Prepaid Rent and Deferred Revenue	(27,255)	52,822
Net Cash Provided By Operating Activities	5,625,863	5,280,837
Cash Flow from Investing Activities:		
Acquisition of Real Estate	(5,186,372)	(59,404,024)
Net Cash Used In Investing Activities	(5,186,372)	(59,404,024)
Cash Flow from Financing Activities:		
Payments on Long-Term Debt	—	(7,300,000)
Net Transactions with Consolidated-Tomoka Land Co.	(438,133)	61,005,587
Net Cash Provided By (Used In) Financing Activities	(438,133)	53,705,587
Net Increase (Decrease) in Cash	1,358	(417,600)
Cash, Beginning of Year	6,900	424,500
Cash, End of Year	$ 8,258	$ 6,900

The accompanying notes are an integral part of these combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
NOTES TO COMBINED FINANCIAL STATEMENTS
December 31, 2018 and 2017

NOTE 1. BUSINESS AND ORGANIZATION

These combined financial statements of Alpine Income Property Trust Predecessor (the "Predecessor") reflect the financial position and results of operations of 15 single-tenant properties located in 14 markets in eight states (the "Initial Portfolio"), which are owned by Consolidated-Tomoka Land Co. (NYSE: CTO or "CTO"). Alpine Income Property Trust, Inc., a Maryland corporation that was formed on August 19, 2019 (the "REIT"), intends to acquire the 15 single-tenant properties constituting the Predecessor, together with four single-tenant properties owned by CTO which were acquired by CTO during the six months ended June 30, 2019, in connection with the underwritten initial public offering of common stock of the REIT. The properties in the Initial Portfolio are subject to long-term, primarily triple-net leases, which generally require the tenant to pay all of the property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance, and certain capital expenditures.

The REIT has in effect an election to be taxed as a pass-through entity under subchapter S of the Internal Revenue Code of 1986, as amended, but intends to revoke this S election prior to the closing of the REIT's initial public offering. The REIT intends to elect to be taxed as a real estate investment trust ("REIT") for U.S. federal income tax purposes commencing with its short taxable year beginning on the date of the revocation of the subchapter S election and ending on December 31, 2019.

The combined financial statements of Alpine Income Property Trust Predecessor (see Note 2) include combined balance sheets as of December 31, 2018 and 2017 and combined statements of operations for the years ended December 31, 2018 and 2017 which have been derived from CTO's audited historical consolidated financial statements. The Predecessor is not a legal entity. These financial statements were prepared for the purpose of inclusion in a registration statement on Form S-11 and to comply with the rules and regulations of the Securities and Exchange Commission.

The Predecessor operates its business through one segment by owning, managing, acquiring and financing commercial properties subject to long-term, primarily triple-net leases.

NOTE 2. BASIS OF PRESENTATION AND PRINCIPLES OF COMBINATION

The accompanying combined financial statements of the Predecessor do not represent the financial position and results of operations of one legal entity, but rather a combination of entities under common control that have been "carved out" from CTO's consolidated financial statements. Historically, financial statements of the Predecessor have not been prepared as it has not operated separately from CTO. These combined financial statements reflect the revenues and expenses of the Predecessor and include certain material assets and liabilities of CTO that are specifically identifiable and generated through, or associated with, an in-place net lease, which have been reflected at CTO's historical basis.

The preparation of these combined financial statements in conformity with generally accepted accounting principles in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported

amounts of revenues and expenses during the reporting periods. These combined financial statements include an allocation of general and administrative expenses to the Predecessor from CTO. In addition, general and administrative expenses include an allocation of the costs of certain CTO corporate functions, including executive oversight, treasury, finance, human resources, tax compliance and planning, internal audit, financial reporting, information technology and investor relations. General and administrative expenses (including stock-based compensation) represent a pro rata allocation of costs from CTO based on the revenues of the Predecessor as a percentage of CTO's total revenue. The Company believes the allocation methodology for general and administrative expenses is reasonable. However, the allocated general and administrative expense presented in our combined statements of operations for historical periods does not necessarily reflect what our general and administrative expenses will be as a stand-alone public company for future reporting periods.

Most of the Predecessor entities included in CTO's financial statements did not have separately established bank accounts for the periods presented, and most cash transactions were historically transacted through bank accounts owned by CTO. The combined statements of cash flows for the periods presented were prepared as if operating, investing, and financing transactions had been transacted through separate bank accounts of the Predecessor.

The combined financial statements include, on a carve-out basis, the historical balance sheets and statements of operations and cash flows attributed to the Company.

NOTE 3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

USE OF ESTIMATES IN THE PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period presented. Actual results could differ from those estimates.

Because of, among other factors, the fluctuating market conditions that currently exist in the national real estate markets, and the volatility and uncertainty in the financial and credit markets, it is possible that the estimates and assumptions, most notably those related to the Predecessor's investment in income properties, could change materially due to the continued volatility of the real estate and financial markets or as a result of a significant dislocation in those markets.

REAL ESTATE

Real estate, which is primarily comprised of the income properties in our portfolio, is stated at cost, less accumulated depreciation and amortization. Such income properties are depreciated on a straight-line basis over their estimated useful lives. Renewals and betterments are capitalized to the applicable income property accounts. The cost of maintenance and repairs is expensed as incurred. The cost of property retired or otherwise disposed of, and the related accumulated depreciation or amortization, are removed from the accounts, and any resulting gain or loss is recorded in the statement of operations. The amount of depreciation of real estate, exclusive of amortization related to intangible assets, recognized for the years ended December 31, 2018 and 2017, was approximately $3.2 million and $2.0 million, respectively. No interest was capitalized for the years ended December 31, 2018 and 2017.

LONG-LIVED ASSETS

The Predecessor follows Financial Accounting Standards Board ("FASB") ASC Topic 360-10, *Property, Plant, and Equipment* in conducting its impairment analyses. The Predecessor reviews the recoverability of long-lived assets, primarily real estate, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Examples of situations considered to be triggering events include: a substantial decline in operating cash flows during the period, a current or projected loss from operations, an income property not fully leased or leased at rates that are less than current market rates, and any other quantitative or qualitative events deemed significant by management. Long-lived assets are evaluated for impairment by using an undiscounted cash flow approach, which considers future estimated capital expenditures. Impairment of long-lived assets is measured at fair value less cost to sell.

PURCHASE ACCOUNTING FOR ACQUISITIONS OF REAL ESTATE SUBJECT TO A LEASE

In accordance with the FASB guidance on business combinations, the fair value of the real estate acquired with in-place leases is allocated to the acquired tangible assets, consisting of land, building and tenant improvements, and identified intangible assets and liabilities, consisting of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their relative fair values.

The fair value of the tangible assets of an acquired leased property is determined by valuing the property as if it were vacant, and the "as-if-vacant" value is then allocated to land, building and tenant improvements based on the determination of the fair values of these assets.

In allocating the fair value of the identified intangible assets and liabilities of an acquired property, above-market and below-market in-place lease values are recorded as other assets or liabilities based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases, and (ii) management's estimate of fair market lease rates for the corresponding in-place leases, measured over a period equal to the remaining term of the lease, including the probability of renewal periods. The capitalized above-market lease values are amortized as a reduction of rental income over the remaining terms of the respective leases. The capitalized below-market lease values are amortized as an increase to rental income over the initial term unless the management believes that it is likely that the tenant will renew the option whereby the Predecessor amortizes the value attributable to the renewal over the renewal period.

The aggregate value of other acquired intangible assets, consisting of in-place leases, is measured by the excess of (i) the purchase price paid for a property after adjusting existing in-place leases to market rental rates over (ii) the estimated fair value of the property as-if-vacant, determined as set forth above. The value of in-place leases exclusive of the value of above-market and below-market in-place leases is amortized to expense over the remaining non-cancelable periods of the respective leases. If a lease were to be terminated prior to its stated expiration, all unamortized amounts relating to that lease would be written off. The value of tenant relationships is reviewed on individual transactions to determine if future value was derived from the acquisition.

In January 2017, the FASB issued ASU 2017-01, Business Combinations which clarified the definition of a business. Pursuant to ASU 2017-01, the acquisition of an income property subject to a lease no longer qualifies as a business combination, but rather is determined to be an asset acquisition. Accordingly, for income property acquisitions during the years ended December 31, 2018 and 2017, acquisition costs have been capitalized.

INCOME PROPERTY LEASE REVENUE

The rental arrangements associated with the Predecessor's income property portfolio are classified as operating leases. The Predecessor recognizes lease income on these properties on a straight-line basis over the term of the lease. Accordingly, contractual lease payment increases are recognized evenly over the term of the lease. The periodic difference between lease income recognized under this method and contractual lease payment terms (i.e., straight-line rent) is recorded as a deferred operating lease receivable and is included in Straight-line Rent Adjustment on the Predecessor's combined balance sheets as of December 31, 2018 and 2017.

The collectability of tenant receivables and straight-line rent adjustments is determined based on, among other things, the aging of the tenant receivable, management's evaluation of credit risk associated with the tenant and industry of the tenant, and a review of specifically identified accounts using judgment. As of December 31, 2018, and 2017, no allowance for doubtful accounts was required.

DEFERRED EXPENSES

Deferred expenses include tenant lease incentives and leasing costs such as brokerage commissions, legal, and other costs which are amortized over the term of the respective lease agreements. Tenant lease incentives are amortized as an offset to operating lease income while leasing costs are amortized and included in depreciation and amortization in the Predecessor's combined statements of operations.

INCOME TAXES

The REIT has in effect an election to be taxed as a pass-through entity under subchapter S of the Code, but intends to revoke its S election prior to the closing of the REIT's initial public offering. The REIT intends to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with its short taxable year ending December 31, 2019, and believes that its organization and proposed method of operation will enable it to meet the requirements for qualification and taxation as a REIT commencing with such taxable year. As a REIT, the REIT will be subject to U.S. federal and state income taxation at corporate rates on its net taxable income; the REIT, however, may claim a deduction for the amount of dividends paid to its stockholders. Amounts distributed as dividends by the REIT will be subject to taxation at the stockholder level only. While the REIT must distribute at least 90% of its REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, to qualify as a REIT, the REIT intends to distribute all of its net taxable income, if any, and eliminate U.S. federal and state income taxes on undistributed net taxable income. The REIT is allowed certain other non-cash deductions or adjustments, such as depreciation expense, when computing its REIT taxable income and distribution requirement. These deductions permit the REIT to reduce its dividend payout requirement under U.S. federal income tax laws. Certain states may impose minimum franchise taxes. The REIT may form one or more taxable REIT subsidiaries ("TRSs"), which will be subject to applicable U.S. federal, state and local corporate income tax on their taxable income. For the periods presented, the REIT did not have any TRSs that would be subject to taxation.

CONCENTRATION OF CREDIT RISK

Certain of the Predecessor's tenants, on a revenue basis, accounted for more than 10% of total revenues during the years ended December 31, 2018 and 2017. During the year ended December 31, 2018, the properties leased to Wells Fargo Bank, NA and Hilton Grand Vacations represented approximately 31% and 18% of total revenues, respectively. During the year ended

December 31, 2017, the properties leased to Hilton Grand Vacations represented approximately 26% of total revenues.

As of December 31, 2018, and 2017, approximately 29% and 30%, respectively, of the Predecessor's real estate portfolio, based on square footage, was located in the State of Oregon. Additionally, during the years ended December 31, 2018 and 2017, individually more than 10% of the Predecessor's real estate portfolio, based on square footage, was located in the states of Florida, Georgia, and North Carolina. Uncertainty of the duration of a prolonged real estate and economic downturn could have an adverse impact on the Predecessor's real estate values.

RECENTLY ISSUED ACCOUNTING STANDARDS

In May 2014, the FASB issued Accounting Standards Update ("ASU") 2014-09, which amends its guidance on the recognition and reporting of revenue from contracts with customers. In April 2016, the FASB Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* was issued. The amendments in this update are effective for annual reporting periods beginning after December 15, 2017. The guidance in ASU 2014-09 does not apply to contracts within the scope of ASC 840, Leases. The Predecessor's revenue is accounted for under the leasing standard, and therefore is not subject to this standard.

In January 2016, the FASB issued ASU 2016-01, relating to the recognition and measurement of financial assets and financial liabilities. The amendments in this update are effective for annual reporting periods beginning after December 15, 2017. The Predecessor adopted ASU 2016-01 effective January 1, 2018 and determined there was no material impact on its combined financial statements.

In February 2016, the FASB issued ASU 2016-02, which requires entities to recognize assets and liabilities that arise from financing and operating leases and to classify those finance and operating lease payments in the financing or operating sections, respectively, of the statement of cash flows pursuant to FASB ASC Topic 842, *Leases*. The amendments in this update are effective for annual reporting periods beginning after December 15, 2018.

During the Predecessor's evaluation of FASB ASC Topic 842, *Leases*, the following practical expedients and accounting policies with respect to ASC 842 will be elected and/or adopted effective January 1, 2019:

- The Predecessor, as lessor, will not reassess (i) whether any expired or existing contracts are or contain leases (ii) lease classification for any expired or existing leases or (iii) initial direct costs for any expired or existing leases.

- The Predecessor, as lessor, will not separate nonlease components from lease components and, instead, will account for each separate lease component and the nonlease components associated with that lease as a single component if the nonlease components otherwise would be accounted for under ASC Topic 606. The primary reason for this election is related to instances where common area maintenance is, or may be, a component of base rent within a lease agreement.

NOTE 4. INCOME PROPERTY PORTFOLIO

As of December 31, 2018, the Predecessor's income property portfolio consisted of 15 single-tenant properties with total square footage of approximately 723,000.

Minimum Future Rental Receipts. Minimum future rental receipts under non-cancelable operating leases, excluding percentage rent and other lease payments that are not fixed and determinable, having remaining terms in excess of one year as of December 31, 2018, are summarized as follows:

Year Ending December 31,	Amounts ($000's)
2019	$ 10,726
2020	10,853
2021	10,539
2022	10,673
2023	10,805
2024 and thereafter (cumulative)	42,508
Total	$ 96,104

2018 Activity. During the year ended December 31, 2018, the Predecessor acquired two single-tenant net lease properties, for an aggregate acquisition cost of approximately $5.1 million, including capitalized acquisition costs. Based on independent third-party purchase price allocation valuations, of the total acquisition cost, approximately $4.7 million was allocated to land, approximately $0.6 million was allocated to intangible assets pertaining to the in-place lease value, leasing fees and above market lease value, and approximately $0.2 million was allocated to intangible liabilities for the below market lease value. The weighted average amortization period for the intangible assets and liabilities was approximately 18.6 years at acquisition. No income properties were disposed of during the year ended December 31, 2018.

2017 Activity. During the year ended December 31, 2017, the Predecessor acquired three single-tenant net lease properties, for an aggregate purchase price of approximately $58.8 million, or an aggregate acquisition cost of approximately $59.2 million, including capitalized acquisition costs. Based on independent third-party purchase price allocation valuations, of the total acquisition cost, approximately $14.4 million was allocated to land, approximately $39.2 million was allocated to buildings and improvements, approximately $6.8 million was allocated to intangible assets pertaining to the in-place lease value, leasing fees and above market lease value, and approximately $1.2 million was allocated to intangible liabilities for the below market lease value. The weighted average amortization period for the intangible assets and liabilities was approximately 10.2 years at acquisition. No income properties were disposed of during the year ended December 31, 2017.

NOTE 5. INTANGIBLE LEASE ASSETS AND LIABILITIES

Intangible assets and liabilities consist of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their fair values. Intangible assets and liabilities consisted of the following as of December 31, 2018 and 2017:

	As of December 31,	
	2018	2017
Intangible Lease Assets:		
Value of In-Place Leases	$ 10,151,243	$ 9,973,508
Value of Above Market In-Place Leases	82,534	19,350
Value of Intangible Leasing Costs	4,942,754	4,627,177
Sub-total Intangible Lease Assets	15,176,531	14,620,035
Accumulated Amortization	(4,620,935)	(3,074,730)
Sub-total Intangible Lease Assets—Net	10,555,596	11,545,305
Intangible Lease Liabilities:		
Value of Below Market In-Place Leases	(2,125,750)	(1,946,134)
Sub-total Intangible Lease Liabilities	(2,125,750)	(1,946,134)
Accumulated Amortization	415,713	184,370
Sub-total Intangible Lease Liabilities—Net	(1,710,037)	(1,761,764)
Total Intangible Assets and Liabilities—Net	$ 8,845,559	$ 9,783,541

The following table reflects the net amortization of intangible assets and liabilities during the years ended December 31, 2018 and 2017:

	For the Years Ended December 31,	
	2018 ($000's)	2017 ($000's)
Depreciation and Amortization Expense	$ 1,544	$ 1,045
Increase to Income Properties Revenue	(229)	(166)
Net Amortization of Intangible Assets and Liabilities	$ 1,315	$ 879

The estimated future amortization expense (income) related to net intangible assets and liabilities is as follows:

Year Ending December 31,	Future Amortization Amount	Future Accretion to Income Property Revenue	Net Future Amortization of Intangible Assets and Liabilities
2019	$ 1,544,812	$ (235,987)	$ 1,308,825
2020	1,215,358	(166,482)	1,048,876
2021	1,181,111	(166,482)	1,014,629
2022	1,035,388	(166,482)	868,906
2023	1,035,388	(166,482)	868,906
2024 and thereafter (cumulative)	4,464,681	(729,264)	3,735,417
Total	$ 10,476,738	$ (1,631,179)	$ 8,845,559

NOTE 6. DEFERRED EXPENSES

Deferred expenses consisted of the following:

	As of December 31,	
	2018	2017
Income Property Lease Incentive, Net of Amortization	$ 2,394,246	$ 2,696,677
Leasing Costs, Net of Amortization	829,522	943,362
Total Deferred Expenses	$ 3,223,768	$ 3,640,039

Income Property Lease Incentive. As of December 31, 2018, the Income Property Lease Incentive, net of amortization, of approximately $2.4 million relates primarily to a tenant improvement allowance of approximately $2.7 million provided to Hilton Grand Vacations in conjunction with the extension of their leases of two buildings from November 30, 2021 to November 30, 2026. The amount of income property lease incentive amortization, which has been recognized as an offset to operating lease income, totaled approximately $302,000 and $50,000 for the years ended December 31, 2018 and 2017, respectively. The remaining balance will be amortized over the remaining term of the leases.

Leasing Costs. Leasing costs consist of the unamortized portion of leasing commissions and lease extension fees, which are amortized over the remaining term of the respective leases and included in depreciation and amortization. The amount of leasing cost amortization included in depreciation and amortization totaled approximately $115,000 and $58,000 for the years ended December 31, 2018 and 2017, respectively.

NOTE 7. ACCOUNTS PAYABLE, ACCRUED EXPENSES, AND OTHER LIABILITIES

Reserve for Tenant Improvements. The reduction of the balance of Accounts Payable, Accrued Expenses, and Other Liabilities during the year ended December 31, 2018 reflects the payment of approximately $2.7 million for a tenant improvement allowance provided to Hilton Grand Vacations in conjunction with the extension of their leases of two buildings from November 30, 2021 to November 30, 2026 which was accrued for as of December 31, 2017.

NOTE 8. CTO STOCK-BASED COMPENSATION

CTO maintains an equity incentive plan. The Predecessor's stock-based compensation expense, included in general and administrative expenses in the combined statements of operations for the years ended December 31, 2018 and 2017, reflects an allocation of a portion of the stock compensation expense of CTO for the applicable periods. CTO's equity incentive plan will not be adopted by Alpine Income Property Trust, Inc. The amount of stock-based compensation expense allocated to the Predecessor totaled approximately $232,000 and $137,000 for the years ended December 31, 2018 and 2017, respectively, which is included in general and administrative expenses in the combined statements of operations.

NOTE 9. EQUITY

The Predecessor Equity represents net contributions from and distributions to CTO. Most of the entities included in the Predecessor's financial statements did not have bank accounts for the periods presented and most cash transactions for the Predecessor were transacted through bank accounts owned by CTO and are included in the Predecessor Equity.

NOTE 10. COMMITMENTS AND CONTINGENCIES

LEGAL PROCEEDINGS

From time to time, the Predecessor may be a party to certain legal proceedings, incidental to the normal course of business. While the outcome of the legal proceedings cannot be predicted with certainty, the Predecessor does not expect that these proceedings will have a material effect upon our financial condition or results of operations.

CONTRACTUAL COMMITMENTS—EXPENDITURES

The Predecessor does not have any contractual commitments.

NOTE 11. SUBSEQUENT EVENTS

The Predecessor has evaluated events and transactions that have occurred since December 31, 2018 through August 27, 2019, the date the financial statements were available for issuance.

The Predecessor acquired four properties at an aggregate purchase price of approximately $19.3 million during the second quarter of 2019 which have been identified to be included in the real estate assets comprising Alpine Income Property Trust, Inc. These properties are summarized as follows:

Tenant Description	Tenant Type	Property Location	Date of Acquisition	Property Square-Feet	Property Acres	Purchase Price	Remaining Lease Term at Acquisition Date (in years)
Hobby Lobby Stores, Inc.	Single-Tenant	Winston-Salem, NC	05/16/19	55,000	7.63	$ 8,075,000	10.9
Walgreen Co.	Single-Tenant	Birmingham, AL	06/05/19	14,516	2.05	5,500,000	9.8
Family Dollar Stores of Massachusetts, Inc.	Single-Tenant	Lynn, MA	06/12/19	9,228	0.57	2,100,000	4.8
Walgreen Co.	Single-Tenant	Albany, GA	06/21/19	14,770	3.55	3,634,000	13.6
Total / Weighted Average				93,514		$ 19,309,000	10.4

There were no other reportable subsequent events or transactions.

SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION
AS OF DECEMBER 31, 2018

Description	As of December 31, 2018								
	Initial Cost to Predecessor		Costs Capitalized Subsequent to Acquisition	Gross Amount Carried at Close of Period			Accumulated Depreciation	Date Acquired	Life
	Land	Buildings & Improvements		Land	Buildings	Total			
	$	$	$	$	$	$	$		
Income Properties:									
At Home, Raleigh, NC	2,118,420	5,774,284	—	2,118,420	5,774,284	7,892,704	773,460	09/29/16	20 Yrs.
Best Buy, McDonough, GA	2,622,682	3,150,000	82,264	2,622,682	3,232,264	5,854,946	977,578	06/15/06	40 Yrs.
Century Theatre, Reno, NV	1,669,377	4,484,938	11,140	1,669,377	4,496,078	6,165,455	501,592	11/30/16	23 Yrs.
Cheddar's, Jacksonville, FL	2,599,048	—	—	2,599,048	—	2,599,048	—	10/10/18	N/A
Container Store, Glendale, AZ	1,968,398	5,493,102	—	1,968,398	5,493,102	7,461,500	464,736	05/18/15	55 Yrs.
Dick's Sporting Goods, McDonough, GA	3,934,022	4,725,000	—	3,934,022	4,725,000	8,659,022	1,507,307	06/15/06	40 Yrs.
Hilton Grand Vacations, Orlando, FL	2,810,942	6,590,681	20,188	2,810,942	6,610,869	9,421,811	1,046,384	01/30/13	40 Yrs.
Hilton Grand Vacations, Orlando, FL	1,210,138	2,453,690	282,099	1,210,138	2,735,789	3,945,927	327,140	01/30/13	40 Yrs.
Joann's, Saugus, MA	1,574,664	4,769,946	—	1,574,664	4,769,946	6,344,610	227,948	04/06/17	50 Yrs.
LA Fitness, Brandon, FL	2,792,227	8,492,958	—	2,792,227	8,492,958	11,285,185	595,687	04/28/17	30 Yrs.
Outback Steakhouse, Charlottesville, VA	1,308,881	3,135,515	—	1,308,881	3,135,515	4,444,396	283,094	09/15/16	30 Yrs.
Outback Steakhouse, Huntersville, NC	1,987,831	1,299,018	—	1,987,831	1,299,018	3,286,849	190,830	09/15/16	20 Yrs.
Scrubbles Car Wash, Jacksonville, FL	2,140,459	—	—	2,140,459	—	2,140,459	—	10/10/18	N/A
Walgreens, Alpharetta, GA	3,265,623	1,406,160	69,987	3,265,623	1,476,147	4,741,770	521,146	03/31/04	40 Yrs.
Wells Fargo, Hillsboro, OR	10,005,650	25,902,632	—	10,005,650	25,902,632	35,908,282	1,583,426	10/27/17	35 Yrs.
	42,008,362	77,677,924	465,678	42,008,362	78,143,602	120,151,964	9,000,328		

SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION
FOR THE YEAR ENDED DECEMBER 31, 2018

The following tables reconcile total real estate, at cost, and accumulated depreciation from January 1, 2018 to December 31, 2018:

Total Real Estate, at Cost:	
Balance at January 1, 2018	$ 115,342,470
Additions and Improvements	4,809,494
Cost of Real Estate Sold	—
Balance at December 31, 2018	$ 120,151,964
Accumulated Depreciation:	
Balance at January 1, 2018	$ 5,758,548
Depreciation and Amortization	3,241,780
Depreciation on Real Estate Sold	—
Balance at December 31, 2018	$ 9,000,328

ALPINE INCOME PROPERTY TRUST PREDECESSOR
CONDENSED COMBINED BALANCE SHEETS (Unaudited)

	As of	
	September 30, 2019	December 31, 2018
ASSETS		
Real Estate:		
Land, at cost	$ 52,024,389	$ 42,008,362
Building and Improvements, at cost	91,919,239	78,143,602
Total Real Estate, at cost	143,943,628	120,151,964
Less, Accumulated Depreciation	(11,605,022)	(9,000,328)
Real Estate—Net	132,338,606	111,151,636
Cash and Cash Equivalents	60,267	8,258
Intangible Lease Assets—Net	12,890,412	10,555,596
Straight-Line Rent Adjustment	1,819,372	1,483,390
Deferred Expenses	2,911,836	3,223,768
Other Assets	220,713	128,300
Total Assets	$ 150,241,206	$ 126,550,948
LIABILITIES AND EQUITY		
Liabilities:		
Accounts Payable, Accrued Expenses, and Other Liabilities	$ 426,778	$ 307,133
Prepaid Rent and Deferred Revenue	337,466	344,682
Intangible Lease Liabilities—Net	1,899,047	1,710,037
Total Liabilities	2,663,291	2,361,852
Commitments and Contingencies—See Note 8		
Equity:		
Alpine Income Property Trust Predecessor Equity	147,577,915	124,189,096
Total Equity	147,577,915	124,189,096
Total Liabilities and Equity	$ 150,241,206	$ 126,550,948

The accompanying notes are an integral part of these condensed combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
CONDENSED COMBINED STATEMENTS OF OPERATIONS
(Unaudited)

	Nine Months Ended	
	September 30, 2019	September 30, 2018
Revenues		
Lease Income	$ 9,426,482	$ 8,834,994
Total Revenues	9,426,482	8,834,994
Direct Costs of Revenues		
Real Estate Expenses	1,138,539	1,064,257
Total Direct Costs of Revenues	1,138,539	1,064,257
General and Administrative Expenses	1,415,330	966,685
Depreciation and Amortization	3,946,794	3,643,709
Total Operating Expenses	6,500,663	5,674,651
Net Income	$ 2,925,819	$ 3,160,343

The accompanying notes are an integral part of these condensed combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
CONDENSED COMBINED STATEMENTS OF CHANGES IN EQUITY
(Unaudited)

	Total Equity
Balance January 1, 2018—Predecessor Equity	$ 120,379,848
Net Income	3,160,343
Stock-Compensation Expense from Consolidated-Tomoka Land Co.	225,883
Net Transactions with Consolidated-Tomoka Land Co.	(3,326,182)
Balance September 30, 2018—Predecessor Equity	$ 120,439,892
Balance January 1, 2019—Predecessor Equity	$ 124,189,096
Net Income	2,925,819
Stock-Compensation Expense from Consolidated-Tomoka Land Co.	438,603
Net Transactions with Consolidated-Tomoka Land Co.	20,024,397
Balance September 30, 2019—Predecessor Equity	$ 147,577,915

The accompanying notes are an integral part of these condensed combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
CONDENSED COMBINED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended	
	September 30, 2019	September 30, 2018
Cash Flow from Operating Activities:		
Net Income	$ 2,925,819	$ 3,160,343
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	3,946,794	3,706,122
Amortization of Intangible Assets and Liabilities to Lease Income	(193,018)	(169,363)
Amortization of Deferred Expenses to Lease Income	226,823	226,823
Non-Cash Compensation	438,603	225,883
Decrease (Increase) in Assets:		
Straight-Line Rent Adjustment	(335,982)	(342,939)
Deferred Expenses	(411)	10,384
Other Assets	(92,413)	52,396
Increase (Decrease) in Liabilities:		
Accounts Payable, Accrued Expenses, and Other Liabilities	119,645	(2,967,798)
Prepaid Rent and Deferred Revenue	(7,216)	(313,473)
Net Cash Provided By Operating Activities	7,028,644	3,588,378
Cash Flow from Investing Activities:		
Acquisition of Real Estate	(27,001,032)	(69,987)
Net Cash Used In Investing Activities	(27,001,032)	(69,987)
Cash Flow from Financing Activities:		
Net Transactions with Consolidated-Tomoka Land Co.	20,024,397	(3,326,182)
Net Cash Provided By (Used In) Financing Activities	20,024,397	(3,326,182)
Net Increase in Cash	52,009	192,209
Cash, Beginning of Year	8,258	6,900
Cash, End of Period	$ 60,267	$ 199,109

The accompanying notes are an integral part of these condensed combined financial statements.

ALPINE INCOME PROPERTY TRUST PREDECESSOR
NOTES TO CONDENSED COMBINED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. BASIS OF PRESENTATION AND PRINCIPLES OF COMBINATION

The accompanying condensed combined financial statements of Alpine Income Property Trust Predecessor (the "Predecessor") do not represent the financial position and results of operations of one legal entity, but rather a combination of entities under common control that have been "carved" out from Consolidated-Tomoka Land Co.'s ("CTO") consolidated financial statements. Historically, financial statements of the Predecessor have not been prepared as it has not operated separately from CTO. These condensed combined financial statements reflect the revenues and expenses of the Predecessor and include certain material assets and liabilities of CTO that are specifically identifiable and generated through, or associated with, an in-place net lease, which have been reflected at CTO's historical basis.

The unaudited condensed combined financial statements and notes thereto of the Predecessor have been prepared in conformity with generally accepted accounting principles in the United States of America ("GAAP") for interim financial information and in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). In the opinion of management, these condensed combined financial statements and notes reflect all adjustments necessary for a fair presentation of the results of operations, financial position, and cash flows for the periods presented. These condensed combined financial statements and notes should be read in conjunction with the financial statements and supplementary data included elsewhere in this prospectus for the years ended December 31, 2018 and 2017.

These condensed combined financial statements include an allocation of general and administrative expenses to the Predecessor from CTO. In addition, general and administrative expenses include an allocation of the costs of certain CTO corporate functions, including executive oversight, treasury, finance, human resources, tax compliance and planning, internal audit, financial reporting, information technology and investor relations. General and administrative expenses (including stock-based compensation) represent a pro rata allocation of costs from CTO based on the revenues of the Predecessor as a percentage of CTO's total revenue. The Company believes the allocation methodology for general and administrative expenses is reasonable. However, the allocated general and administrative expense presented in our condensed combined statements of operations for historical periods does not necessarily reflect what our general and administrative expenses will be as a stand-alone public company for future reporting periods.

Most of the Predecessor entities included in CTO's financial statements did not have separately established bank accounts for the periods presented, and most cash transactions were historically transacted through bank accounts owned by CTO. The condensed combined statements of cash flows for the periods presented were prepared as if operating, investing and financing transactions had been transacted through separate bank accounts of the Predecessor.

The condensed combined financial statements include, on a carve-out basis, the historical balance sheets and statements of operations and cash flows attributed to the Company.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

CONCENTRATION OF CREDIT RISK

Certain of the Predecessor's tenants, on a revenue basis, accounted for more than 10% of total revenues during the nine months ended September 30, 2019 and 2018. During the nine months

ended September 30, 2019, the properties leased to Wells Fargo Bank, NA and Hilton Grand Vacations represented approximately 26% and 17% of total revenues, respectively. During the nine months ended September 30, 2018, the properties leased to Wells Fargo Bank, NA and Hilton Grand Vacations represented approximately 31% and 18% of total revenues, respectively.

As of September 30, 2019, and 2018, approximately 26% and 30%, respectively, of the Predecessor's real estate portfolio, based on square footage, was located in the State of Oregon. As of September 30, 2019, and 2018, approximately 23% and 25%, respectively, of the Predecessor's real estate portfolio, based on square footage, was located in the State of Florida. Additionally, during the nine months ended September 30, 2019 and 2018, individually more than 10% the Company's real estate portfolio, based on square footage, was located in the states of Georgia and North Carolina. Uncertainty of the duration of a prolonged real estate and economic downturn could have an adverse impact on the Predecessor's real estate values.

NOTE 3. INCOME PROPERTY PORTFOLIO

As of September 30, 2019, the Predecessor's income property portfolio consisted of 20 single-tenant properties with total square footage of approximately 817,000.

Minimum Future Rental Receipts. Minimum future rental receipts under non-cancelable operating leases, excluding percentage rent and other lease payments that are not fixed and determinable, having remaining terms in excess of one year as of September 30, 2019, are summarized as follows:

Year Ending December 31,	Amounts ($000's)
Remainder of 2019	$ 3,141
2020	12,645
2021	12,744
2022	12,927
2023	13,074
2024	12,598
2025 and thereafter (cumulative)	42,655
Total	$ 109,784

2019 Acquisitions. During the nine months ended September 30, 2019, the Predecessor acquired five single-tenant net lease income properties for an aggregate purchase price of approximately $26.8 million, or an aggregate acquisition cost of approximately $27.0 million including capitalized acquisition costs. Of the total acquisition cost, approximately $10.0 million was allocated to land, approximately $13.8 million was allocated to buildings and improvements, approximately $3.6 million was allocated to intangible assets pertaining to the in-place lease value, leasing fees, and above market lease value, and approximately $0.4 million was allocated to intangible liabilities for the below market lease value. The weighted average amortization period for the intangible assets and liabilities was approximately 10.6 years at acquisition. The properties acquired during the nine months ended September 30, 2019 are described below:

Tenant Description	Property Location	Date of Acquisition	Property Square-Feet	Property Acres	Purchase Price	Remaining Lease Term at Acquisition Date (in years)
Hobby Lobby Stores, Inc.	Winston-Salem, NC	05/16/19	55,000	7.63	$ 8,075,000	10.9
Walgreen Co.	Birmingham, AL	06/05/19	14,516	2.05	5,500,000	9.8
Family Dollar Stores of Massachusetts, Inc.	Lynn, MA	06/07/19	9,228	0.67	2,100,000	4.8
Walgreen Co.	Albany, GA	06/21/19	14,770	3.55	3,634,000	13.6
Live Nation Entertainment, Inc.	East Troy, WI	08/30/19	N/A	158.00	7,500,000	10.6
Total / Weighted Average			93,514		$ 26,809,000	10.5

NOTE 4. INTANGIBLE LEASE ASSETS AND LIABILITIES

Intangible assets and liabilities consist of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their fair values. Intangible assets and liabilities consisted of the following as of September 30, 2019 and December 31, 2018:

	As of	
	September 30, 2019	December 31, 2018
Intangible Lease Assets:		
Value of In-Place Leases	$ 12,692,464	$ 10,151,243
Value of Above Market In-Place Leases	202,021	82,534
Value of Intangible Leasing Costs	5,877,894	4,942,754
Sub-total Intangible Lease Assets	18,772,379	15,176,531
Accumulated Amortization	(5,881,967)	(4,620,935)
Sub-total Intangible Lease Assets—Net	12,890,412	10,555,596
Intangible Lease Liabilities:		
Value of Below Market In-Place Leases	(2,512,347)	(2,125,750)
Sub-total Intangible Lease Liabilities	(2,512,347)	(2,125,750)
Accumulated Amortization	613,300	415,713
Sub-total Intangible Lease Liabilities—Net	(1,899,047)	(1,710,037)
Total Intangible Assets and Liabilities—Net	$ 10,991,365	$ 8,845,559

The following table reflects the net amortization of intangible assets and liabilities during the nine months ended September 30, 2019 and 2018:

	Nine Months Ended September 30,	
	2019 ($000's)	2018 ($000's)
Depreciation and Amortization Expense	$ 1,257	$ 1,152
Increase to Income Properties Revenue	(193)	(169)
Net Amortization of Intangible Assets and Liabilities	$ 1,064	$ 983

The estimated future amortization expense (income) related to net intangible assets and liabilities is as follows:

Year Ending December 31,	Future Amortization Amount	Future Accretion to Income Property Revenue	Net Future Amortization of Intangible Assets and Liabilities
Remainder of 2019	$ 450,457	$ (59,968)	$ 390,489
2020	1,558,050	(189,325)	1,368,725
2021	1,523,803	(189,325)	1,334,478
2022	1,378,080	(189,325)	1,188,755
2023	1,378,080	(189,325)	1,188,755
2024	1,344,958	(189,325)	1,155,633
Thereafter	5,063,089	(698,559)	4,364,530
Total	$ 12,696,517	$ (1,705,152)	$ 10,991,365

NOTE 5. DEFERRED EXPENSES

Deferred expenses consisted of the following:

	As of	
	September 30, 2019	December 31, 2018
Income Property Lease Incentive, Net of Amortization	$ 2,167,423	$ 2,394,246
Leasing Costs, Net of Amortization	744,413	829,522
Total Deferred Expenses	$ 2,911,836	$ 3,223,768

Income Property Lease Incentive. As of September 30, 2019, the Income Property Lease Incentive, net of amortization, of approximately $2.2 million relates primarily to a tenant improvement allowance of approximately $2.7 million provided to Hilton Grand Vacations in conjunction with the extension of their leases of two buildings from November 30, 2021 to November 30, 2026. The amount of income property lease incentive amortization, which has been recognized as an offset to operating lease income, totaled approximately $227,000 for both the nine months ended September 30, 2019 and 2018. The remaining balance will be amortized over the remaining term of the leases.

Leasing Costs. Leasing costs consist of the unamortized portion of leasing commissions and lease extension fees, which are amortized over the remaining term of the respective leases and included in depreciation and amortization. The amount of leasing cost amortization included in depreciation and amortization totaled approximately $86,000 for both the nine months ended September 30, 2019 and 2018.

NOTE 6. CTO STOCK-BASED COMPENSATION

CTO maintains an equity incentive plan. The Predecessor's stock-based compensation expense, included in general and administrative expenses in the condensed combined statements of operations for the nine months ended September 30, 2019 and 2018, reflects an allocation of a portion of the stock compensation expense of CTO for the applicable periods. CTO's equity incentive plan will not be adopted by Alpine Income Property Trust, Inc. The amount of stock-based compensation expense allocated to the Predecessor totaled approximately $439,000 and $226,000 for the nine months ended September 30, 2019 and 2018, respectively, which is included in general and administrative expenses in the condensed combined statements of operations.

NOTE 7. EQUITY

The Predecessor Equity represents net contributions from and distributions to CTO. Most of the entities included in the Predecessor's financial statements did not have bank accounts for the periods presented and most cash transactions for the Predecessor were transacted through bank accounts owned by CTO and are included in the Predecessor Equity.

NOTE 8. COMMITMENTS AND CONTINGENCIES

LEGAL PROCEEDINGS

From time to time, the Predecessor may be a party to certain legal proceedings, incidental to the normal course of business. While the outcome of the legal proceedings cannot be predicted with certainty, the Predecessor does not expect that these proceedings will have a material effect upon our financial condition or results of operations.

CONTRACTUAL COMMITMENTS—EXPENDITURES

The Predecessor does not have any contractual commitments.

NOTE 9. SUBSEQUENT EVENTS

The Predecessor has evaluated events and transactions that have occurred since September 30, 2019 through October 29, 2019, the date the financial statements were available for issuance, and noted that there have been no events that have occurred that would require recognition or disclosure in the financial statements.

Report of Independent Certified Public Accountants

Board of Directors and Stockholder
Alpine Income Property Trust, Inc.:

We have audited the accompanying combined statements of revenues of the properties located in Winston-Salem, North Carolina; Birmingham, Alabama; Lynn, Massachusetts; Albany, Georgia; and East Troy, Wisconsin (the "Properties"), for the years ended December 31, 2018 and 2017, and the related notes to the combined financial statements (the "financial statements").

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of combined financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the revenue (described in Note 1) of the Properties for the years ended December 31, 2018 and 2017 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

We draw attention to Note 1 to the combined financial statements, which describes that the accompanying combined financial Statements were prepared for the purposes of complying with certain rules and regulations of the Securities and Exchange Commission and is not intended to be a complete presentation of the Properties' revenues. Our opinion is not modified with respect to this matter.

/s/ Grant Thornton LLP
Jacksonville, Florida
October 3, 2019

2019 ACQUISITION PROPERTIES
COMBINED STATEMENTS OF REVENUES

For the Years Ended December 31, 2018 and 2017 and
For the Nine Months Ended September 30, 2019 (Unaudited)

	Nine Months Ended September 30, 2019 (Unaudited)	Year Ended December 31, 2018	2017
Revenues			
Lease Income	$ 1,337,667	$ 1,783,556	$ 1,783,556
Total Revenues	$ 1,337,667	$ 1,783,556	$ 1,783,556

The accompanying notes are an integral part of these combined statements of revenues.

2019 ACQUISITION PROPERTIES
NOTES TO COMBINED STATEMENTS OF REVENUES

For the Years Ended December 31, 2018 and 2017 and
For the Nine Months Ended September 30, 2019 (Unaudited)

NOTE 1. BUSINESS AND ORGANIZATION

The accompanying combined statements of revenue include the operations of the properties acquired during the nine months ended September 30, 2019 located in Winston-Salem, North Carolina; Birmingham, Alabama; Lynn, Massachusetts; Albany, Georgia; and East Troy, Wisconsin (the "2019 Acquisition Properties") leased to four different tenants under triple net leases as described below:

Tenant Description	Tenant Type	Property Location	Property Square-Feet	Property Acres
Hobby Lobby Stores, Inc.	Single-Tenant	Winston-Salem, NC	55,000	7.63
Walgreen Co.	Single-Tenant	Birmingham, AL	14,516	2.05
Family Dollar Stores of Massachusetts, Inc.	Single-Tenant	Lynn, MA	9,228	0.57
Walgreen Co.	Single-Tenant	Albany, GA	14,770	3.55
Live Nation Entertainment, Inc.	Single-Tenant	East Troy, WI	N/A	158.00
Total			93,514	

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying combined statements of revenues have been prepared for the purpose of complying with Rule 8-06 of Regulation S-X promulgated under the Securities Act of 1933, as amended. Accordingly, the statements are not representative of the actual results of operations for the periods presented as revenues and certain expenses, which may not be directly attributable to the revenue and expenses to be incurred in the future operations of the 2019 Acquisition Properties, have been excluded. Such excluded items include depreciation and amortization, related party fees, management fees, and non-recurring professional fees.

INTERIM UNAUDITED INFORMATION

The combined statement of revenues for the nine-month period ended September 30, 2019 is unaudited. In the opinion of the Predecessor, such statement reflects all adjustments necessary for a fair presentation of revenue in accordance with Rule 8-06 of Regulation S-X as described above. All such adjustments are of a normal recurring nature.

INCOME PROPERTY LEASE REVENUE

The rental arrangements associated with the four single-tenant net lease properties are classified as operating leases. Accordingly, lease income on these properties is recognized on a straight-line basis over the term of the lease. In addition, contractual lease payment increases are recognized evenly over the term of the lease.

USE OF ESTIMATES IN THE PREPARATION OF FINANCIAL STATEMENTS

The preparation of a financial statement in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that in certain circumstances may affect the reported revenues. Actual results could materially differ from these estimates.

NOTE 3. MINIMUM FUTURE RENTAL RECEIPTS

Minimum future rental receipts under non-cancelable operating leases, excluding percentage rent and other lease payments that are not fixed and determinable, having remaining terms in excess of one year as of September 30, 2019, are summarized as follows:

Year Ending December 31,	Amounts ($000's)
Remainder of 2019	$ 463
2020	1,882
2021	1,903
2022	1,917
2023	1,932
2024 and thereafter (cumulative)	11,985
Total	$ 20,082

NOTE 4. CONCENTRATION OF CREDIT RISK

Certain of the Predecessor's tenants, based on revenue, accounted for more than 10% of total revenues during the years ended December 31, 2018 and 2017 and during the nine months ended September 30, 2019. During the years ended December 31, 2018 and 2017 and during the nine months ended September 30, 2019, the properties leased to Walgreen Co., Hobby Lobby Stores, Inc., and Live Nation Entertainment, Inc. represented approximately 35%, 31% and 25% of total revenues, respectively.

NOTE 5. SUBSEQUENT EVENTS

The Predecessor has evaluated events and transactions that have occurred since September 30, 2019 through October 28, 2019, the date the financial statements were available for issuance, and noted that there have been no events that have occurred that would require recognition or disclosure in the financial statements.

7,500,000 Shares

Alpine Income Property Trust, Inc.

Common Stock

PROSPECTUS
, 2019

Raymond James
Baird
B. Riley FBR
BMO Capital Markets
Janney Montgomery Scott
D.A. Davidson & Co.

Until , 2019 (25 days after the date of this prospectus), all dealers that effect transactions in shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 31. Other Expenses of Issuance and Distribution

The following table itemizes the expenses incurred by us in connection with the issuance and registration of the securities being registered hereunder. All amounts shown are estimates except for the SEC registration fee and the Financial Industry Regulatory Authority, Inc., or FINRA, filing fee and the NYSE listing fee.

SEC registration fee	$ 12,980
FINRA filing fee	15,500
New York Stock Exchange listing fee	*
Legal fees and expenses	*
Printing fees and expenses	*
Accounting fees and expenses	*
Transfer agent's fees and expenses	*
Miscellaneous	*
Total	$ *

* To be furnished by amendment.

Item 32. Sales to Special Parties

None.

Item 33. Recent Sales of Unregistered Securities

In connection with our formation and initial capitalization in August 2019, we issued 100 shares of our common stock, $0.01 par value per share, to John P. Albright for an aggregate purchase price of $1,000. These securities were issued in reliance on the exemption set forth in Section 4(a)(2) of the Securities Act of 1933, as amended.

Concurrently with the closing of this offering, we will sell to Consolidated-Tomoka Land Co. in a separate private placement $7.5 million in shares of our common stock, at a per share price equal to the public offering price per share (without payment of any placement fee or underwriting discount). The foregoing issuance will be exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof.

In connection with the formation transactions, an aggregate of 1,223,854 common units of limited partnership interest in Alpine Income Property OP, LP, a Delaware limited partnership through which we hold substantially all of our assets and conduct our operations, with an assumed aggregate initial value of approximately $24.5 million, based on the mid-point of the price range set forth on the front cover of the prospectus that forms a part of this registration statement, will be issued to Consolidated-Tomoka Land Co. and Indigo Group Ltd. as consideration in the formation transactions. The foregoing issuance will be exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof.

Item 34. Indemnification of Directors and Officers

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from actual receipt of an improper benefit or profit in money, property or services or active and deliberate dishonesty that is established by a final judgment and is material to the cause of action. Our charter contains such a provision that eliminates such liability to the maximum extent permitted by Maryland law.

The MGCL requires a Maryland corporation (unless its charter provides otherwise, which our charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she is made or threatened to be made a party by reason of his or her service in that capacity. The MGCL permits a Maryland corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made or are threatened to be made a party by reason of their service in those or other capacities unless it is established that:

- the act or omission of the director or officer was material to the matter giving rise to the proceeding and:
  - was committed in bad faith; or
  - was the result of active and deliberate dishonesty;
- the director or officer actually received an improper personal benefit in money, property or services; or
- in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful.

However, under the MGCL, a Maryland corporation may not indemnify a director or officer for an adverse judgment in a suit by or on behalf of the corporation or if the director or officer was adjudged liable on the basis that personal benefit was improperly received, unless, in either case, a court orders indemnification and then only for expenses. A court may order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification, even though the director or officer did not meet the prescribed standard of conduct or was adjudged liable on the basis that personal benefit was improperly received.

In addition, the MGCL permits a Maryland corporation to advance reasonable expenses to a director or officer upon the corporation’s receipt of:

- a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation; and
- a written undertaking, which may be unsecured, by the director or officer or on the director’s or officer’s behalf to repay the amount paid if it shall ultimately be determined that the standard of conduct has not been met.

Our charter obligates us, to the maximum extent permitted by Maryland law in effect from time to time, to indemnify and to pay or reimburse reasonable expenses in advance of final

disposition of a proceeding without requiring a preliminary determination of the director's or officer's ultimate entitlement to indemnification to:

- any present or former director or officer who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity; or

- any individual who, while a director or officer of our company and at our request, serves or has served as a director, officer, partner, member, manager or trustee of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise and who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity.

Our charter also permits us, with the approval of our board of directors, to indemnify and advance expenses to any person who served a predecessor of ours in any of the capacities described above and to any employee or agent of our company or a predecessor of our company.

We intend to enter into indemnification agreements with each of our directors and executive officers that will obligate us to indemnify them to the maximum extent permitted by Maryland law. The indemnification agreements will provide that, if a director or executive officer is a party to, or witness in, or is threatened to be made a party to, or witness in, any proceeding by reason of his or her service as a director, officer, employee or agent of our company or as a director, officer, partner, member, manager, fiduciary, employee, agent or trustee of any other foreign or domestic corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that he or she is or was serving in such capacity at our request, or the request of our Manager, we must indemnify the director or executive officer for all expenses and liabilities actually and reasonably incurred by him or her, or on his or her behalf, to the maximum extent permitted under Maryland law, including in any proceeding brought by the director or executive officer to enforce his or her rights under the indemnification agreement, to the extent provided by the agreement. The indemnification agreements will also require us to advance reasonable expenses incurred by the indemnitee within ten days of the receipt by us of a statement from the indemnitee requesting the advance, provided the statement evidences the expenses and is accompanied or preceded by:

- a written affirmation of the indemnitee's good faith belief that he or she has met the standard of conduct necessary for indemnification; and

- a written undertaking, which may be unsecured, by the indemnitee or on his or her behalf to repay the amount paid if it shall ultimately be established that the standard of conduct has not been met.

The indemnification agreements will also provide for procedures for the determination of entitlement to indemnification, including requiring such determination be made by independent counsel after a change of control of us.

In addition, our directors and officers may be entitled to indemnification pursuant to the terms of the partnership agreement of our operating partnership.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 35. Treatment of Proceeds from Stock Being Registered

None of the proceeds of this offering will be credited to an account other than the appropriate capital account.

Item 36. Financial Statements and Exhibits

(a) *Financial Statements and Financial Statement Schedule*. See page F-1 for an index of the financial statements included in this registration statement on Form S-11.

(b) *Exhibits*. The following exhibits are filed as part of this registration statement on Form S-11:

Exhibit Number	Description
1.1*	Form of Underwriting Agreement
3.1	Form of Articles of Amendment and Restatement of Alpine Income Property Trust, Inc., to be in effect upon the completion of this offering
3.2	Form of Amended and Restated Bylaws of Alpine Income Property Trust, Inc., to be in effect upon the completion of this offering
4.1	Specimen Common Stock Certificate of Alpine Income Property Trust, Inc.
5.1*	Opinion of Pillsbury Winthrop Shaw Pittman LLP regarding the validity of the securities being registered
8.1*	Opinion of Vinson & Elkins L.L.P. regarding tax matters
10.1	Form of Amended and Restated Agreement of Limited Partnership of Alpine Income Property OP, LP, to be in effect upon the completion of this offering
10.2	Form of Management Agreement among Alpine Income Property Trust, Inc., Alpine Income Property OP, LP and Alpine Income Property Manager, LLC
10.3	Form of Stock Purchase Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.4	Form of Registration Rights Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.5	Form of Exclusivity and Right of First Offer Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.6*	Form of Membership Interest Purchase and Sale Agreement
10.7*	Form of Contribution Agreement
10.8*	Form of Purchase and Sale Agreement
10.9*†	Form of Alpine Income Property Trust, Inc. 2019 Individual Equity Incentive Plan
10.10*†	Form of Alpine Income Property Trust, Inc. 2019 Manager Equity Incentive Plan
10.11*†	Form of Non-Employee Director Restricted Stock Award Agreement under the Alpine Income Property Trust, Inc. 2019 Individual Equity Incentive Plan
10.12*†	Form of Indemnification Agreement

Exhibit Number	Description
10.13	Form of Tax Protection Agreement among Alpine Income Property Trust, Inc., Alpine Income Property Trust OP, LP, Consolidated-Tomoka Land Co. and Indigo Group Ltd.
10.14*	Form of Credit Agreement (for the revolving credit facility to be in effect upon the completion of this offering, the concurrent CTO private placement and the formation transactions)
21.1	List of Subsidiaries of Alpine Income Property Trust, Inc.
23.1*	Consent of Pillsbury Winthrop Shaw Pittman LLP (included in Exhibit 5.1)
23.2*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 8.1)
23.3	Consent of Grant Thornton LLP
23.4	Consent of Grant Thornton LLP
23.5	Consent of Grant Thornton LLP
23.6**	Consent of Rosen Consulting Group
24.1**	Power of Attorney (included on the signature page to this registration statement)
99.1	Consent of Mark O. Decker, Jr. to be named as an Independent Director
99.2	Consent of M. Carson Good to be named as an Independent Director
99.3	Consent of Andrew C. Richardson to be named as an Independent Director
99.4	Consent of Jeffrey S. Yarckin to be named as an Independent Director

* To be filed by amendment.
** Previously filed.
† Indicates management contract or compensatory plan.

Item 37. Undertakings

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant hereby further undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for

indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

INDEX TO EXHIBITS

Exhibit Number	Description
1.1*	Form of Underwriting Agreement
3.1	Form of Articles of Amendment and Restatement of Alpine Income Property Trust, Inc., to be in effect upon the completion of this offering
3.2	Form of Amended and Restated Bylaws of Alpine Income Property Trust, Inc., to be in effect upon the completion of this offering
4.1	Specimen Common Stock Certificate of Alpine Income Property Trust, Inc.
5.1*	Opinion of Pillsbury Winthrop Shaw Pittman LLP regarding the validity of the securities being registered
8.1*	Opinion of Vinson & Elkins L.L.P. regarding tax matters
10.1	Form of Amended and Restated Agreement of Limited Partnership of Alpine Income Property OP, LP, to be in effect upon the completion of this offering
10.2	Form of Management Agreement among Alpine Income Property Trust, Inc., Alpine Income Property OP, LP and Alpine Income Property Manager, LLC
10.3	Form of Stock Purchase Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.4	Form of Registration Rights Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.5	Form of Exclusivity and Right of First Offer Agreement between Alpine Income Property Trust, Inc. and Consolidated-Tomoka Land Co.
10.6*	Form of Membership Interest Purchase and Sale Agreement
10.7*	Form of Contribution Agreement
10.8*	Form of Purchase and Sale Agreement
10.9*†	Form of Alpine Income Property Trust, Inc. 2019 Individual Equity Incentive Plan
10.10*†	Form of Alpine Income Property Trust, Inc. 2019 Manager Equity Incentive Plan
10.11*†	Form of Non-Employee Director Restricted Stock Award Agreement under the Alpine Income Property Trust, Inc. 2019 Individual Equity Incentive Plan
10.12*†	Form of Indemnification Agreement
10.13	Form of Tax Protection Agreement among Alpine Income Property Trust, Inc., Alpine Income Property Trust OP, LP, Consolidated-Tomoka Land Co. and Indigo Group Ltd.
10.14*	Form of Credit Agreement (for the revolving credit facility to be in effect upon the completion of this offering, the concurrent CTO private placement and the formation transactions)
21.1	List of Subsidiaries of Alpine Income Property Trust, Inc.
23.1*	Consent of Pillsbury Winthrop Shaw Pittman LLP (included in Exhibit 5.1)
23.2*	Consent of Vinson & Elkins L.L.P. (included in Exhibit 8.1)
23.3	Consent of Grant Thornton LLP
23.4	Consent of Grant Thornton LLP
23.5	Consent of Grant Thornton LLP
23.6**	Consent of Rosen Consulting Group

Exhibit Number	Description
24.1**	Power of Attorney (included on the signature page to this registration statement)
99.1	Consent of Mark O. Decker, Jr. to be named as an Independent Director
99.2	Consent of M. Carson Good to be named as an Independent Director
99.3	Consent of Andrew C. Richardson to be named as an Independent Director
99.4	Consent of Jeffrey S. Yarckin to be named as an Independent Director

* To be filed by amendment.
** Previously filed.
† Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-11 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Daytona Beach, State of Florida, on this 29th day of October, 2019.

ALPINE INCOME PROPERTY TRUST, INC.

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ John P. Albright John P. Albright	President and Chief Executive Officer and Director (Principal Executive Officer)	October 29, 2019
/s/ Mark E. Patten Mark E. Patten	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	October 29, 2019

Exhibit 3.1

ALPINE INCOME PROPERTY TRUST, INC.

ARTICLES OF AMENDMENT AND RESTATEMENT

FIRST: Alpine Income Property Trust, Inc., a Maryland corporation, desires to amend and restate its charter as currently in effect and as hereinafter amended.

SECOND: The following provisions are all the provisions of the charter currently in effect and as hereinafter amended:

ARTICLE I

INCORPORATOR

Zach Swartz, whose address is c/o Vinson & Elkins L.L.P., 901 East Byrd Street, Suite 1500, Richmond, VA 23219, being at least 18 years of age, formed a corporation under the general laws of the State of Maryland on August 19, 2019.

ARTICLE II

NAME

The name of the corporation (the "**Corporation**") is:

Alpine Income Property Trust, Inc.

ARTICLE III

PURPOSE

The purposes for which the Corporation is formed are to engage in any lawful act or activity (including, without limitation or obligation, engaging in business as a real estate investment trust under the Internal Revenue Code of 1986, as amended, or any successor statute (the "**Code**")) for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force. For purposes of the charter of the Corporation (the "**Charter**"), the term "**REIT**" means a real estate investment trust under Sections 856 through 860 of the Code or any successor provision.

ARTICLE IV

PRINCIPAL OFFICE IN STATE AND RESIDENT AGENT

The address of the principal office of the Corporation in the State of Maryland is c/o Registered Agent Solutions, Inc., 8007 Baileys Lane, Pasadena, MD 21122. The name of the resident agent of the Corporation in the State of Maryland is Registered Agent Solutions, Inc. whose post address is 8007 Baileys Lane, Pasadena, MD 21122. The resident agent is a Maryland corporation.

ARTICLE V

PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE STOCKHOLDERS AND DIRECTORS

Section 5.1 Number of Directors. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors of the Corporation is one, which number may be increased or decreased only by the Board of Directors pursuant to the Bylaws of the Corporation, as the same may be amended or restated (the "**Bylaws**"), but shall never be less than the minimum number required by the Maryland General Corporation Law (the "**MGCL**"). The name of the director who shall serve until the first annual meeting of stockholders and until his successor is duly elected and qualifies is:

John P. Albright

Except as otherwise provided in the Charter, any vacancy on the Board of Directors may be filled in the manner provided in the Bylaws.

The Corporation elects, effective at such time as it becomes eligible under Section 3-802 of the MGCL to make the election provided for under Section 3-804(c) of the MGCL, that, except as may be provided by the Board of Directors in setting the terms of any class or series of stock, any and all vacancies on the Board of Directors may be filled only by the affirmative vote of a majority of the directors remaining in office, even if the remaining directors do not constitute a quorum, and any director elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which such vacancy occurred and until a successor is duly elected and qualifies.

Section 5.2 Extraordinary Actions. Except as specifically provided in Section 5.8 (relating to removal of directors) and in Article VIII (relating to certain amendments to the Charter), notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of stockholders entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the Board of Directors and taken or approved by the affirmative vote of stockholders entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 5.3 Authorization by Board of Stock Issuance. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Charter or the Bylaws.

Section 5.4 Preemptive and Appraisal Rights. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 6.4 or as may otherwise be provided by a contract approved by the Board of Directors, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to

purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell. Holders of shares of stock shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board of Directors upon such terms and conditions as may be specified by the Board of Directors, determines that such rights apply, with respect to all or any shares of all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which holders of such shares would otherwise be entitled to exercise such rights.

Section 5.5 Indemnification. To the maximum extent permitted by Maryland law in effect from time to time, the Corporation shall indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (a) any individual who is a present or former director or officer of the Corporation and who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity and (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to, or witness in, the proceeding by reason of his or her service in that capacity, in either case, from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in such capacity. The rights to indemnification and advance of expenses provided by the Charter shall vest immediately upon election of a director or officer. The Corporation may, with the approval of its Board of Directors, provide such indemnification and advance for expenses to an individual who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation. The indemnification and payment or reimbursement of expenses provided in the Charter shall not be deemed exclusive of or limit in any way other rights to which any person seeking indemnification or payment or reimbursement of expenses may be or may become entitled under any bylaw, resolution, insurance, agreement or otherwise.

Neither the amendment nor repeal of this Section, nor the adoption or amendment of any other provision of the Charter or the Bylaws inconsistent with this Section, shall apply to or affect in any respect the applicability of the preceding paragraph with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

Section 5.6 Determinations by Board. The determination as to any of the following matters, made by or pursuant to the direction of the Board of Directors, shall be final and conclusive and shall be binding upon the Corporation and every holder of shares of its stock: the amount of the net income of the Corporation for any period and the amount of assets at any time legally available for the payment of dividends, acquisition of its stock or the payment of other distributions on its stock; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations, adjusted funds from operations, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been set aside, paid or discharged); any interpretation or

resolution of any ambiguity with respect to any provision of the Charter (including any of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of any shares of any class or series of stock of the Corporation) or of the Bylaws; the number of authorized or outstanding shares of stock of any class or series of the Corporation; the value, fair value, or any sale, bid or asked price to be applied in determining the value, or fair value, of any asset owned or held by the Corporation or of any shares of stock of the Corporation; any matter relating to the acquisition, holding and disposition of any assets by the Corporation; any interpretation of the terms and conditions of one or more agreements with any person, corporation, association, company, trust, partnership (limited or general) or other entity; the compensation of directors, officers, employees or agents of the Corporation; or any other matter relating to the business and affairs of the Corporation or required or permitted by applicable law, the Charter or Bylaws or otherwise to be determined by the Board of Directors.

Section 5.7 REIT Qualification. The Board of Directors shall use its best efforts to take such actions as are necessary or appropriate to preserve the status of the Corporation as a REIT; however, if the Board of Directors determines in good faith that it is no longer in the best interests of the Corporation to continue to qualify as a REIT, the Board of Directors may revoke or otherwise terminate the Corporation's REIT election pursuant to Section 856(g) of the Code. The Board of Directors, in its sole and absolute discretion, also may (a) determine that compliance with any restriction or limitation on stock ownership and transfers set forth in Article VII is no longer required for REIT qualification and (b) make any other determination or take any other action pursuant to Article VII.

Section 5.8 Removal of Directors. Subject to the rights of holders of shares of one or more classes or series of Preferred Stock (as defined below) to elect or remove one or more directors, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause, and then only by the affirmative vote of at least two-thirds of the votes entitled to be cast generally in the election of directors. For the purpose of this paragraph, "cause" shall mean, with respect to any particular director, conviction of a felony or a final judgment of a court of competent jurisdiction holding that such director caused demonstrable, material harm to the Corporation through bad faith or active and deliberate dishonesty.

Section 5.9 Corporate Opportunities.

(a) If any director or officer of the Corporation who is also an officer, employee, agent, Affiliate or designee of Consolidated-Tomoka Land Co., a Florida corporation ("**CTO**"), or any of CTO's Affiliates (each, a "**CTO Designee**"), acquires knowledge of a potential business opportunity, the Corporation renounces, on its behalf and on behalf of its subsidiaries, any potential interest or expectation in, or right to be offered or to participate in, such business opportunity, unless it is a Retained Opportunity (as defined in Section 5.9(b) below). Accordingly:

(1) Except for Retained Opportunities, to the maximum extent permitted by Maryland law, CTO, its Affiliates, each of their respective officers, directors, employees, agents, attorneys, accountants, actuaries, consultants or financial advisors or any other Person (as such term is defined in Article VII) associated with or acting on behalf of CTO or its Affiliates (collectively, the "**Representatives**"), and any CTO Designee, has

the right to, and has no duty not to (x) directly or indirectly engage in the same or similar business activities or lines of business as the Corporation, including those deemed to be competing with the Corporation, or (y) directly or indirectly do business with any client, customer or supplier of the Corporation.

(2) In the event that CTO, any Representative of CTO or any CTO Designee acquires knowledge of a potential business opportunity (other than a Retained Opportunity), CTO, such Representative or such CTO Designee shall, to the maximum extent permitted by Maryland law, have no duty to communicate or present such opportunity to the Corporation or any of its Affiliates, and shall not be liable to the Corporation or any of its Affiliates, direct or indirect subsidiaries, stockholders or other equity holders for breach of any duty by reason of the fact that CTO, such Representative or such CTO Designee, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person, or does not present such opportunity to the Corporation or any of its Affiliates.

(3) Except for Retained Opportunities, (A) no CTO Designee is required to present, communicate or offer any business opportunity to the Corporation or any of its subsidiaries and (B) each CTO Designee, on his or her own behalf or on behalf of CTO or its Affiliates, shall have the right to hold and exploit any business opportunity, or to direct, recommend, offer, sell, assign or otherwise transfer such business opportunity to any person or entity other than the Corporation and its subsidiaries.

(4) The taking by a CTO Designee for himself or herself, or the offering or other transfer to another person or entity, of any potential business opportunity, other than a Retained Opportunity, whether pursuant to the Charter or otherwise, shall not constitute or be construed or interpreted as (A) an act or omission of the director committed in bad faith or as the result of active or deliberate dishonesty or (B) receipt by the director of an improper benefit or profit in money, property, services or otherwise.

(b) For purposes of this Section 5.9, the term "**Retained Opportunity**" shall mean any business opportunity of which any CTO Designee or other Representative of CTO (1) becomes aware as a direct result of his, her or its capacity as a director or officer of the Corporation and (2) (A) which the Corporation is financially able to undertake, (B) which the Corporation is not prohibited by contract or applicable law from pursuing or undertaking, (C) which, from its nature, is in the line of the Corporation's business, (D) which is of practical advantage to the Corporation and (E) in which the Corporation has an interest or a reasonable expectancy.

(c) Solely for purposes of this Section 5.9, the term "**Affiliate**" shall, mean with respect to any specified Person, (1) any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person or (2) in the event that the specified Person is a natural Person, a member of the immediate family of such Person; provided that the Corporation and its direct and indirect subsidiaries shall not be deemed to be Affiliates of CTO. As used in this definition, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(d) The Corporation shall have the power, by resolution of the Board of Directors, to renounce any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities or classes or categories of business opportunities that are presented to the Corporation or developed by or presented to one or more directors or officers of the Corporation.

Section 5.10 Advisor Agreements. Subject to such approval of stockholders and other conditions, if any, as may be required by any applicable statute, rule or regulation, the Board of Directors may authorize the execution and performance by the Corporation of one or more agreements with any person, corporation, association, company, trust, partnership (limited or general) or other organization whereby, subject to the supervision and control of the Board of Directors, any such other person, corporation, association, company, trust, partnership (limited or general) or other organization shall render or make available to the Corporation managerial, investment, advisory and/or related services, office space and other services and facilities (including, if deemed advisable by the Board of Directors, the management or supervision of the investments of the Corporation) upon such terms and conditions as may be provided in such agreement or agreements (including, if deemed fair and equitable by the Board of Directors, the compensation payable thereunder by the Corporation).

Section 5.11 Subtitle 8. In accordance with Section 3-802(c) of the MGCL, the Corporation is prohibited from electing to be subject to the provisions of Sections 3-803, 3-804(a)-(b) or 3-805 of the MGCL, unless such election is approved by the affirmative vote of a majority of the votes cast on the matter by stockholders entitled to vote generally in the election of directors.

ARTICLE VI

STOCK

Section 6.1 Authorized Shares. The Corporation has authority to issue 600,000,000 shares of stock, consisting of 500,000,000 shares of Common Stock, $0.01 par value per share ("**Common Stock**"), and 100,000,000 shares of Preferred Stock, $0.01 par value per share ("**Preferred Stock**"). The aggregate par value of all authorized shares of stock having par value is $6,000,000. If shares of one class or series of stock are classified or reclassified into shares of another class or series of stock pursuant to Sections 6.2, 6.3 or 6.4 of this Article VI, the number of authorized shares of the former class or series shall be automatically decreased and the number of shares of the latter class or series shall be automatically increased, in each case by the number of shares so classified or reclassified, so that the aggregate number of shares of stock of all classes and series that the Corporation has authority to issue shall not be more than the total number of shares of stock set forth in the first sentence of this paragraph. The Board of Directors, with the approval of a majority of the entire Board of Directors and without any action by the stockholders of the Corporation, may amend the Charter from time to time to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue.

Section 6.2 Common Stock. Subject to the provisions of Article VII and except as may otherwise be specified in the Charter, each share of Common Stock shall entitle the holder thereof to one vote on each matter upon which holders of shares of Common Stock are entitled to vote. The Board of Directors may reclassify any unissued shares of Common Stock from time to time into one or more classes or series of stock.

Section 6.3 Preferred Stock. The Board of Directors may classify any unissued shares of Preferred Stock and reclassify any previously classified but unissued shares of Preferred Stock of any class or series from time to time, into one or more classes or series of stock.

Section 6.4 Classified or Reclassified Shares. Prior to the issuance of classified or reclassified shares of any class or series of stock, the Board of Directors by resolution shall: (a) designate that class or series to distinguish it from all other classes and series of stock of the Corporation; (b) specify the number of shares to be included in the class or series; (c) set or change, subject to the provisions of Article VII and subject to the express terms of any class or series of stock of the Corporation outstanding at the time, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (d) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland. Any of the terms of any class or series of stock set or changed pursuant to clause (c) of this Section 6.4 may be made dependent upon facts or events ascertainable outside the Charter (including determinations by the Board of Directors or other facts or events within the control of the Corporation) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of stock is clearly and expressly set forth in the articles supplementary or other Charter document.

Section 6.5 Action by Stockholders. Any action required or permitted to be taken at any meeting of the holders of Common Stock entitled to vote generally in the election of directors may be taken without a meeting by consent, in writing or by electronic transmission, in any manner and by any vote permitted by the MGCL and set forth in the Bylaws.

Section 6.6 Charter and Bylaws. The rights of all stockholders and the terms of all stock of the Corporation are subject to the provisions of the Charter and the Bylaws.

ARTICLE VII

RESTRICTIONS ON TRANSFER AND OWNERSHIP OF SHARES

Section 7.1 Definitions. For the purpose of this Article VII, the following terms shall have the following meanings:

"**Affiliate**" shall mean, with respect to any Person, another Person controlled by, controlling or under common control with such Person.

"**Beneficial Ownership**" shall mean ownership of Capital Stock by a Person, whether the interest in the shares of Capital Stock is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code. The terms "**Beneficial Owner**," "**Beneficially Owns**" and "**Beneficially Owned**" shall have the correlative meanings.

"**Business Day**" shall mean any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City are authorized or required by law, regulation or executive order to close.

"**Capital Stock**" shall mean all classes or series of stock of the Corporation, including, without limitation, Common Stock and Preferred Stock.

"**Charitable Beneficiary**" shall mean one or more beneficiaries of the Trust as determined pursuant to Section 7.3.6, provided that each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

"**Closing Price**" on any date shall mean the last sale price for such Capital Stock, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such Capital Stock, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the NYSE or, if such Capital Stock is not listed or admitted to trading on the NYSE, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such Capital Stock is listed or admitted to trading or, if such Capital Stock is not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the principal other automated quotation system that may then be in use or, if such Capital Stock is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such Capital Stock selected by the Board of Directors or, in the event that no trading price is available for such Capital Stock, the fair market value of the Capital Stock, as determined by the Board of Directors.

"**Constructive Ownership**" shall mean ownership of Capital Stock by a Person, whether the interest in the shares of Capital Stock is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code. The terms "**Constructive Owner**," "**Constructively Owns**" and "**Constructively Owned**" shall have the correlative meanings.

"**Excepted Holder**" shall mean a stockholder of the Corporation for whom an Excepted Holder Limit is created by the Charter or by the Board of Directors pursuant to Section 7.2.7.

"**Excepted Holder Limit**" shall mean (provided that the affected Excepted Holder agrees to comply with the requirements established by the Board of Directors pursuant to Section 7.2.7 and subject to any increase pursuant to Section 7.2.7(a) or decrease pursuant to 7.2.7(d)) the percentage limit established by the Board of Directors pursuant to Section 7.2.7.

"**Initial Date**" shall mean the date of the closing of the issuance of shares of Common Stock pursuant to the initial underwritten public offering of the Corporation.

"**Market Price**" on any date shall mean, with respect to any class or series of outstanding shares of Capital Stock, the Closing Price for such Capital Stock on such date.

"**NYSE**" shall mean the New York Stock Exchange.

"**Ownership Limit**" shall mean 9.8 percent, in value or in number of shares, whichever is more restrictive, of the outstanding shares of any class or series of Capital Stock, or such other percentage determined by the Board of Directors in accordance with Section 7.2.8, excluding any outstanding shares of Capital Stock not treated as outstanding for federal income tax purposes.

"**Person**" shall mean an individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Sections 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity and also includes a group as that term is used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and a group to which an Excepted Holder Limit applies.

"**Prohibited Owner**" shall mean, with respect to any purported Transfer, any Person who, but for the provisions of this Article VII, would Beneficially Own or Constructively Own shares of Capital Stock in violation of Section 7.2.1, and if appropriate in the context, shall also mean any Person who would have been the record owner of the shares that the Prohibited Owner would have so owned.

"**Restriction Termination Date**" shall mean the first day after the Initial Date on which the Board of Directors determines pursuant to Section 5.7 of the Charter that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT or that compliance with the restrictions and limitations on Beneficial Ownership, Constructive Ownership and Transfers of shares of Capital Stock set forth herein is no longer required in order for the Corporation to qualify as a REIT.

"**Transfer**" shall mean any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire or change its Beneficial Ownership or Constructive Ownership, or any agreement to take any such action or cause any such event, of Capital Stock or the right to vote (other than solely pursuant to a revocable proxy) or receive dividends on Capital Stock, including (a) the granting or exercise of any option (or any disposition of any option), (b) any disposition of any securities or rights convertible into or exchangeable for Capital Stock or any interest in Capital Stock or any exercise of any such conversion or exchange right and (c) Transfers of interests in other entities that result in changes in Beneficial Ownership or Constructive Ownership of Capital Stock; in each case, whether voluntary or involuntary, whether owned of record, Constructively Owned or Beneficially Owned and whether by operation of law or otherwise. The terms "**Transferring**" and "**Transferred**" shall have the correlative meanings.

"**TRS**" shall mean a taxable REIT subsidiary (as defined in Section 856(l) of the Code) of the Corporation.

"**Trust**" shall mean any trust provided for in Section 7.3.1.

"**Trustee**" shall mean the Person unaffiliated with the Corporation and a Prohibited Owner that is appointed by the Corporation to serve as trustee of the Trust.

Section 7.2 Capital Stock.

Section 7.2.1 **Ownership Limitations**.

(a) Basic Restrictions. During the period commencing on the Initial Date and prior to the Restriction Termination Date, but subject to Section 7.4 and except as provided in Section 7.2.7:

(1) (A) No Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own shares of any class or series of Capital Stock in excess of the Ownership Limit, and (B) no Excepted Holder shall Beneficially Own or Constructively Own shares of Capital Stock in excess of the Excepted Holder Limit for such Excepted Holder.

(2) No Person shall Beneficially Own or Constructively Own shares of Capital Stock to the extent that such Beneficial Ownership or Constructive Ownership of Capital Stock would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year), or otherwise failing to qualify as a REIT.

(3) Any Transfer of shares of Capital Stock that, if effective, would result in the Capital Stock being beneficially owned by less than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio*, and the intended transferee shall acquire no rights in such shares of Capital Stock.

(4) No Person shall Beneficially Own or Constructively Own shares of Capital Stock to the extent that such Beneficial Ownership or Constructive Ownership would cause the Corporation to Constructively Own ten percent (10%) or more of the ownership interests in a tenant (other than a TRS) of the Corporation's real property within the meaning of Section 856(d)(2)(B) of the Code.

(b) Transfer in Trust; Transfer Void *Ab Initio*. If any Transfer of shares of Capital Stock occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning shares of Capital Stock in violation of Section 7.2.1(a)(1), (2), or (4),

(1) then that number of shares of the Capital Stock the Beneficial Ownership or Constructive Ownership of which otherwise would cause such Person to violate Section 7.2.1(a)(1), (2) or (4) (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the exclusive benefit of a Charitable Beneficiary, as described in Section 7.3, effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such shares; or

(2) if the transfer to the Trust described in clause (1) of this sentence would not be effective for any reason to prevent the violation of Section 7.2.1(a)(1), (2) or (4), then the Transfer of that number of shares of Capital Stock that otherwise would cause any Person to violate Section 7.2.1(a)(1), (2) or (4) shall be void *ab initio*, and the intended transferee shall acquire no rights in such shares of Capital Stock.

(3) To the extent that, upon a transfer of shares of Capital Stock pursuant to this Section 7.2.1(b), a violation of any provision of this Article VII would nonetheless be continuing (for example, where the ownership of shares of Capital Stock by a single Trust would violate the 100 stockholder requirement applicable to REITs), then shares of Capital Stock shall be transferred to that number of Trusts, each having a distinct Trustee and a Charitable Beneficiary or Charitable Beneficiaries that are distinct from those of each other Trust, such that there is no violation of any provision of this Article VII.

Section 7.2.2 **Remedies for Breach**. If the Board of Directors shall at any time determine that a Transfer or other event has taken place that results in a violation of Section 7.2.1 or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any shares of Capital Stock in violation of Section 7.2.1 (whether or not such violation is intended), the Board of Directors shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Corporation to redeem shares, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer or other event; provided, however, that any Transfer or attempted Transfer or other event in violation of Section 7.2.1 shall automatically result in the transfer to the Trust described above, and, where applicable, such Transfer (or other event) shall be void *ab initio* as provided above irrespective of any action (or non-action) by the Board of Directors.

Section 7.2.3 **Notice of Restricted Transfer**. Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of shares of Capital Stock that will or may violate Section 7.2.1(a) or any Person who would have owned shares of Capital Stock that resulted in a transfer to the Trust pursuant to the provisions of Section 7.2.1(b) shall immediately give written notice to the Corporation of such event or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer on the Corporation's status as a REIT.

Section 7.2.4 **Owners Required To Provide Information**. From the Initial Date and prior to the Restriction Termination Date:

(a) every owner of five percent or more (or such lower percentage as required by the Code or the Treasury Regulations promulgated thereunder) of the outstanding shares of Capital Stock, within 30 days after the end of each taxable year, shall give written notice to the Corporation stating the name and address of such owner, the number of shares of Capital Stock of each class or series Beneficially Owned and a description of the manner in which such shares are held. Each such owner shall promptly provide to the Corporation in writing such additional information as the Corporation may request in order to determine the effect, if any, of such Beneficial Ownership on the Corporation's status as a REIT and to ensure compliance with the Ownership Limit and any Excepted Holder Limit; and

(b) each Person who is a Beneficial Owner or Constructive Owner of Capital Stock and each Person (including the stockholder of record) who is holding Capital Stock for a Beneficial Owner or Constructive Owner shall, on demand, provide to the Corporation in writing such information as the Corporation may request, in order to determine the Corporation's status as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance and to ensure compliance with the Ownership Limit.

Section 7.2.5 **Remedies Not Limited**. Subject to Section 5.7 of the Charter, nothing contained in this Section 7.2 shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation in preserving the Corporation's qualification as a REIT.

Section 7.2.6 **Ambiguity**. In the case of an ambiguity in the application of any of the provisions of this Article VII, the Board of Directors may determine the application of the provisions of this Article 7 with respect to any situation based on the facts known to it. In the event Section 7.2 or Section 7.3 requires an action by the Board of Directors and the Charter fails to provide specific guidance with respect to such action, the Board of Directors may determine the action to be taken so long as such action is not contrary to the provisions of Sections 7.1, 7.2 or 7.3. Absent a decision to the contrary by the Board of Directors, if a Person would have (but for the remedies set forth in Section 7.2.2) acquired Beneficial Ownership or Constructive Ownership of Capital Stock in violation of Section 7.2.1, such remedies (as applicable) shall apply first to the shares of Capital Stock that, but for such remedies, would have been actually owned by such Person, and second to the shares of Capital Stock which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Capital Stock based upon the relative number of the shares of Capital Stock held by each such Person.

Section 7.2.7 **Exceptions**.

(a) Subject to Section 7.2.1(a)(2), the Board of Directors, in its sole discretion, may exempt (prospectively or retroactively) a Person from the restrictions contained in Section 7.2.1(a)(1), (2), (3) or (4), as the case may be, and may establish or increase an Excepted Holder Limit for such Person if the Board of Directors obtains such representations, covenants and undertakings as the Board of Directors may deem appropriate in order to resolve that granting the exemption and/or establishing or increasing the Excepted Holder Limit, as the case may be, will not cause the Corporation to fail to continue to qualify as a REIT, including that such Person agrees that any violations or attempted violations of such representations, covenants and undertakings (or other action which is contrary to the restrictions contained in Section 7.2.1 through 7.2.6) will result in such shares of Capital Stock being automatically transferred to a Trust in accordance with Sections 7.2.1(b) and 7.3. The Board of Directors may not grant such an exemption to any Person if such exemption would result in the Corporation failing to qualify as a REIT.

(b) Prior to granting any exception or creating or increasing an Excepted Holder Limit pursuant to Section 7.2.7(a), the Board of Directors may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT. Notwithstanding the receipt of any ruling or opinion, the Board of Directors may impose such conditions or restrictions as it deems appropriate in connection with granting such exception.

(c) Subject to Section 7.2.1(a)(2), an underwriter, placement agent or initial purchaser which participates in a public offering, forward sale, a private placement or other private offering of Capital Stock (or securities convertible into or exchangeable for Capital Stock) may Beneficially Own or Constructively Own shares of Capital Stock (or securities convertible into or exchangeable for Capital Stock) in excess of the Ownership Limit, but only to the extent necessary to facilitate such public offering, forward sale, private placement or other private offering.

(d) The Board of Directors may only revoke an exemption previously granted to an Excepted Holder or reduce an Excepted Holder Limit for an Excepted Holder: (1) with the written consent of such Excepted Holder at any time, or (2) pursuant to the terms and conditions of the agreements and undertakings entered into with such Excepted Holder in connection with the establishment of the Excepted Holder Limit for that Excepted Holder. No Excepted Holder Limit shall be reduced to a percentage that is less than the Ownership Limit.

Section 7.2.8 **Increase or Decrease in Ownership Limit**. Subject to Section 7.2.1(a)(2) and this Section 7.2.8, the Board of Directors may from time to time increase or decrease the Ownership Limit for one or more Persons and increase or decrease the Ownership Limit with regard to any class or series of Capital Stock for all other Persons. No decreased Ownership Limit will be effective for any Person whose percentage of ownership of Capital Stock is in excess of such decreased Ownership Limit until such time as such Person's percentage of ownership of Capital Stock equals or falls below the decreased Ownership Limit; provided, however, any further acquisition of Capital Stock by any such Person (other than a Person for whom an exemption has been granted pursuant to Section 7.2.7(a) or an Excepted Holder) in excess of the Capital Stock owned by such Person on the date the decreased Ownership Limit became effective will be in violation of the Ownership Limit. No increase to the Ownership Limit may be approved if the new Ownership Limit would allow five or fewer individuals (as defined in Section 542(a)(2) of the Code and taking into account all Excepted Holders) to Beneficially Own, in the aggregate more than 49.9% in value of the outstanding Capital Stock or would otherwise cause the Corporation to fail to qualify as a REIT.

Section 7.2.9 **Legend**. Each certificate, if any, for shares of Capital Stock shall bear a legend summarizing the restrictions on transfer and ownership contained in this Article VII. Instead of a legend, the certificate, if any, or any notice in lieu of a certificate may state that the Corporation will furnish a full statement about certain restrictions on ownership and transfer of the shares to a stockholder on request and without charge.

Section 7.3 Transfer of Capital Stock in Trust.

Section 7.3.1 **Ownership in Trust**. Upon any purported Transfer or other event described in Section 7.2.1(b) that would result in a transfer of shares of Capital Stock to a Trust, such shares of Capital Stock shall be deemed to have been transferred to the Trustee as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such transfer to the Trustee shall be deemed to be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in the transfer to the Trust pursuant to Section 7.2.1(b). The Trustee shall be appointed by the Corporation and shall be a Person unaffiliated with the Corporation and any Prohibited Owner. Each Charitable Beneficiary shall be designated by the Corporation as provided in Section 7.3.6.

Section 7.3.2 **Status of Shares Held by the Trustee**. Shares of Capital Stock held by the Trustee shall be issued and outstanding shares of Capital Stock of the Corporation. The Prohibited Owner shall have no rights in the shares held by the Trustee. The Prohibited Owner shall not benefit economically from ownership of any shares held in trust by the Trustee, shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the shares held in the Trust. The Prohibited Owner shall have no claim, cause of action, or any other resource whatsoever against the purported transferor of such Capital Stock.

Section 7.3.3 **Dividend and Voting Rights**. The Trustee shall have all voting rights and rights to dividends or other distributions with respect to shares of Capital Stock held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid to a Prohibited Owner prior to the discovery by the Corporation that the shares of Capital Stock have been transferred to the Trustee shall be paid by the recipient of such dividend or other distribution to the Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Trustee. Any dividend or other distribution so paid to the Trustee shall be held in trust for the Charitable Beneficiary. The Prohibited Owner shall have no voting rights with respect to shares of Capital Stock held in the Trust and, subject to Maryland law, effective as of the date that the shares of Capital Stock have been transferred to the Trust, the Trustee shall have the authority (at the Trustee's sole and absolute discretion) (a) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Corporation that the shares of Capital Stock have been transferred to the Trust and (b) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; provided, however, that if the Corporation has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Article VII, until the Corporation has received notification that shares of Capital Stock have been transferred into a Trust, the Corporation shall be entitled to rely on its stock transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes and determining the other rights of stockholders.

Section 7.3.4 **Sale of Shares by Trustee**. Within 20 days of receiving notice from the Corporation that shares of Capital Stock have been transferred to the Trust, the Trustee of the Trust shall sell the shares held in the Trust to a Person, designated by the Trustee, whose ownership of the shares will not violate the ownership limitations set forth in Section 7.2.1(a). Upon such sale, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 7.3.4. The Prohibited Owner shall receive the lesser of (a) the price paid by the Prohibited Owner for the shares or, if the Prohibited Owner did not give value for the shares in connection with the event causing the shares to be held in the Trust (e.g., in the case of a gift, devise or other such transaction), the Market Price of the shares on the day of the event causing the shares to be held in the Trust and (b) the price per share received by the Trustee (net of any commissions and other expenses of sale) from the sale or other disposition of the shares held in the Trust. The Trustee may reduce the amount payable to the Prohibited Owner by the amount of dividends and distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 7.3.3 of this Article VII. Any net sales proceeds in excess of the amount payable to the Prohibited Owner and any other amounts held by the Trustee with respect to such shares shall be immediately paid to the Charitable

Beneficiary. If, prior to the discovery by the Corporation that shares of Capital Stock have been transferred to the Trustee, such shares are sold by a Prohibited Owner, then (1) such shares shall be deemed to have been sold on behalf of the Trust and (2) to the extent that the Prohibited Owner received an amount for such shares that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Section 7.3.4, such excess shall be paid to the Trustee upon demand.

Section 7.3.5 **Purchase Right in Stock Transferred to the Trustee**. Shares of Capital Stock transferred to the Trustee shall be deemed to have been offered for sale to the Corporation, or its designee, at a price per share equal to the lesser of (a) the price per share in the transaction that resulted in such transfer to the Trust (or, in the case of a devise or gift, the Market Price at the time of such devise or gift) and (b) the Market Price on the date the Corporation, or its designee, accepts such offer. The Corporation may reduce the amount payable to the Trustee by the amount of dividends and distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 7.3.3 of this Article VII. The Corporation may pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary. The Corporation shall have the right to accept such offer until the Trustee has sold the shares held in the Trust pursuant to Section 7.3.4. Upon such a sale to the Corporation, the interest of the Charitable Beneficiary in the shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and any dividends or other amounts held by the Trustee with respect to the shares to the Charitable Beneficiary.

Section 7.3.6 **Designation of Charitable Beneficiaries**. By written notice to the Trustee, the Corporation shall designate one or more nonprofit organizations to be the Charitable Beneficiary or Charitable Beneficiaries of the interest in the Trust such that the shares of Capital Stock held in the Trust would not violate the restrictions set forth in Section 7.2.1(a) in the hands of such Charitable Beneficiary or Charitable Beneficiaries and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code. Neither the failure of the Corporation to make such designation nor the failure of the Corporation to appoint the Trustee before the automatic transfer provided in Section 7.2.1(b) shall make such transfer ineffective, provided that the Corporation thereafter makes such designation and appointment.

Section 7.4 NYSE Transactions. Nothing in this Article VII shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any other provision of this Article VII and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Article VII.

Section 7.5 Enforcement. The Corporation is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Article VII.

Section 7.6 Non-Waiver. No delay or failure on the part of the Corporation or the Board of Directors in exercising any right hereunder shall operate as a waiver of any right of the Corporation or the Board of Directors, as the case may be, except to the extent specifically waived in writing.

ARTICLE VIII

AMENDMENTS

The Corporation reserves the right from time to time to make any amendment to the Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any shares of outstanding stock. All rights and powers conferred by the Charter on stockholders, directors and officers are granted subject to this reservation. Except as set forth in this Article VIII and except for those amendments permitted to be made without stockholder approval under Maryland law or by specific provision in the Charter, any amendment to the Charter shall be valid only if declared advisable by the Board of Directors and approved by the affirmative vote of stockholders entitled to cast a majority of all the votes entitled to be cast on the matter. Any amendment to Section 5.8 of the Charter, Article VII of the Charter or to this sentence of the Charter shall be valid only if declared advisable by the Board of Directors and approved by the affirmative vote of stockholders entitled to cast two-thirds of all the votes entitled to be cast on the matter.

ARTICLE IX

LIMITATION OF LIABILITY

To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article IX, nor the adoption or amendment of any other provision of the Charter or Bylaws inconsistent with this Article IX, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

THIRD: The amendment to and restatement of the Charter as hereinabove set forth have been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law.

FOURTH: The current address of the principal office of the Corporation in the State of Maryland is as set forth in Article IV of the foregoing amendment and restatement of the Charter.

FIFTH: The name and address of the Corporation's current resident agent in the State of Maryland are as set forth in Article IV of the foregoing amendment and restatement of the Charter.

SIXTH: The number of directors of the Corporation and the names of those currently in office are as set forth in Article V of the foregoing amendment and restatement of the Charter.

SEVENTH: The total number of shares of stock which the Corporation had authority to issue, immediately prior to this amendment and restatement of the Charter, was 100,000,000, consisting of 100,000,000 shares of Common Stock, $0.01 par value per share. The aggregate par value of all such shares of stock having par value was $1,000,000.

EIGHTH: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment and restatement of the Charter is 600,000,000, consisting of 500,000,000 shares of Common Stock, $0.01 par value per share, and 100,000,000 shares of Preferred Stock, $0.01 par value per share. The aggregate par value of all authorized shares of stock having par value is $6,000,000.

NINTH: The undersigned officer acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that, to the best of such officer's knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and Chief Executive Officer and attested to by its Senior Vice President, General Counsel and Corporate Secretary on this [•] day of [•], 2019.

ATTEST:

Daniel E. Smith
Senior Vice President, General
Counsel and Corporate Secretary

ALPINE INCOME PROPERTY TRUST, INC.

By: _____ (SEAL)
John P. Albright
President and Chief Executive Officer

Exhibit 3.2

ALPINE INCOME PROPERTY TRUST, INC.

AMENDED AND RESTATED BYLAWS

ARTICLE I

OFFICES

Section 1. **PRINCIPAL OFFICE**. The principal office of the Corporation in the State of Maryland shall be located at such place as the Board of Directors may designate.

Section 2. **ADDITIONAL OFFICES**. The Corporation may have additional offices, including a principal executive office, at such places as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. **PLACE**. All meetings of stockholders shall be held at the principal executive office of the Corporation or at such other place as shall be set in accordance with these Bylaws and stated in the notice of the meeting.

Section 2. **ANNUAL MEETING**. An annual meeting of stockholders for the election of directors and the transaction of any business within the powers of the Corporation shall be held on the date and at the time and place set by the Board of Directors.

Section 3. **SPECIAL MEETINGS**.

(a) **General**. Each of the chairman of the board, chief executive officer, president and Board of Directors may call a special meeting of stockholders. Except as provided in subsection (b)(4) of this Section 3, a special meeting of stockholders shall be held on the date and at the time and place set by the chairman of the board, chief executive officer, president or Board of Directors, whoever has called the meeting. Subject to subsection (b) of this Section 3, a special meeting of stockholders shall also be called by the secretary of the Corporation to act on any matter that may properly be considered at a meeting of stockholders upon the written request of stockholders entitled to cast not less than a majority of all the votes entitled to be cast on such matter at such meeting.

(b) **Stockholder-Requested Special Meetings**. (1) Any stockholder of record seeking to have stockholders request a special meeting shall, by sending written notice to the secretary (the "**Record Date Request Notice**") by registered mail, return receipt requested, request the Board of Directors to fix a record date to determine the stockholders entitled to request a special meeting (the "**Request Record Date**"). The Record Date Request Notice shall set forth the purpose of the meeting and the matters proposed to be acted on at such meeting, shall be signed by one or more stockholders of record as of the date of signature (or their agents duly authorized in a writing accompanying the Record Date Request Notice), shall bear the date of signature of each such stockholder (or such agent) and shall set forth all information relating to each such stockholder

and each matter proposed to be acted on at such meeting that would be required to be disclosed in connection with the solicitation of proxies for the election of directors or the election of each such individual, as applicable, in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such a solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**"). Upon receiving the Record Date Request Notice, the Board of Directors may fix a Request Record Date. The Request Record Date shall not precede and shall not be more than ten days after the close of business on the date on which the resolution fixing the Request Record Date is adopted by the Board of Directors. If the Board of Directors, within ten days after the date on which a valid Record Date Request Notice is received, fails to adopt a resolution fixing the Request Record Date, the Request Record Date shall be the close of business on the tenth day after the first date on which a Record Date Request Notice is received by the secretary.

(2) In order for any stockholder to request a special meeting to act on any matter that may properly be considered at a meeting of stockholders, one or more written requests for a special meeting (collectively, the "**Special Meeting Request**") signed by stockholders of record (or their agents duly authorized in a writing accompanying the request) as of the Request Record Date entitled to cast not less than a majority of all of the votes entitled to be cast on such matter at such meeting (the "**Special Meeting Percentage**") shall be delivered to the secretary. In addition, the Special Meeting Request shall (i) set forth the purpose of the meeting and the matters proposed to be acted on at it (which shall be limited to those lawful matters set forth in the Record Date Request Notice received by the secretary), (ii) bear the date of signature of each such stockholder (or such agent) signing the Special Meeting Request, (iii) set forth (A) the name and address, as they appear in the Corporation's books, of each stockholder signing such request (or on whose behalf the Special Meeting Request is signed), (B) the class, series and number of all shares of stock of the Corporation which are owned (beneficially or of record) by each such stockholder and (C) the nominee holder for, and number of, shares of stock of the Corporation owned beneficially but not of record by such stockholder, (iv) be sent to the secretary by registered mail, return receipt requested, and (v) be received by the secretary within 60 days after the Request Record Date. Any requesting stockholder (or agent duly authorized in a writing accompanying the revocation of the Special Meeting Request) may revoke his, her or its request for a special meeting at any time by written revocation delivered to the secretary.

(3) The secretary shall inform the requesting stockholders of the reasonably estimated cost of preparing and mailing or delivering the notice of the meeting (including the Corporation's proxy materials). The secretary shall not be required to call a special meeting upon stockholder request and such meeting shall not be held unless, in addition to the documents required by paragraph (2) of this Section 3(b), the secretary receives payment of such reasonably estimated cost prior to the preparation and mailing or delivery of such notice of the meeting.

(4) In the case of any special meeting called by the secretary upon the request of stockholders (a "**Stockholder-Requested Meeting**"), such meeting shall be held at such place, date and time as may be designated by the Board of Directors; *provided*, *however*, that the date of any Stockholder-Requested Meeting shall be not more than 90 days after the record date for such meeting (the "**Meeting Record Date**"); and *provided further* that if the Board of Directors

fails to designate, within ten days after the date that a valid Special Meeting Request is actually received by the secretary (the "**Delivery Date**"), a date and time for a Stockholder-Requested Meeting, then such meeting shall be held at 2:00 p.m., local time, on the 90th day after the Meeting Record Date or, if such 90th day is not a Business Day (as defined below), on the first preceding Business Day; and *provided further* that in the event that the Board of Directors fails to designate a place for a Stockholder-Requested Meeting within ten days after the Delivery Date, then such meeting shall be held at the principal executive office of the Corporation. In fixing a date for a Stockholder-Requested Meeting, the Board of Directors may consider such factors as it deems relevant, including, without limitation, the nature of the matters to be considered, the facts and circumstances surrounding any request for the meeting and any plan of the Board of Directors to call an annual meeting or a special meeting. In the case of any Stockholder-Requested Meeting, if the Board of Directors fails to fix a Meeting Record Date that is a date within 30 days after the Delivery Date, then the close of business on the 30th day after the Delivery Date shall be the Meeting Record Date. The Board of Directors may revoke the notice for any Stockholder-Requested Meeting in the event that the requesting stockholders fail to comply with the provisions of paragraph (3) of this Section 3(b).

(5) If written revocations of the Special Meeting Request have been delivered to the secretary and the result is that stockholders of record (or their agents duly authorized in writing), as of the Request Record Date, entitled to cast less than the Special Meeting Percentage have delivered, and not revoked, requests for a special meeting on the matter to the secretary: (i) if the notice of meeting has not already been delivered, the secretary shall refrain from delivering the notice of the meeting and send to all requesting stockholders who have not revoked such requests written notice of any revocation of a request for a special meeting on the matter, or (ii) if the notice of meeting has been delivered and if the secretary first sends to all requesting stockholders who have not revoked requests for a special meeting on the matter written notice of any revocation of a request for the special meeting and written notice of the Corporation's intention to revoke the notice of the meeting or for the chairman of the meeting to adjourn the meeting without action on the matter, (A) the secretary may revoke the notice of the meeting at any time before ten days before the commencement of the meeting or (B) the chairman of the meeting may call the meeting to order and adjourn the meeting from time to time without acting on the matter. Any request for a special meeting received after a revocation by the secretary of a notice of a meeting shall be considered a request for a new special meeting.

(6) The chairman of the board, chief executive officer, president or Board of Directors may appoint regionally or nationally recognized independent inspectors of elections to act as the agent of the Corporation for the purpose of promptly performing a ministerial review of the validity of any purported Special Meeting Request received by the secretary. For the purpose of permitting the inspectors to perform such review, no such purported Special Meeting Request shall be deemed to have been received by the secretary until the earlier of (i) five Business Days after actual receipt by the secretary of such purported request and (ii) such date as the independent inspectors certify to the Corporation that the valid requests received by the secretary represent, as of the Request Record Date, stockholders of record entitled to cast not less than the Special Meeting Percentage. Nothing contained in this paragraph (6) shall in any way be construed to suggest or imply that the Corporation or any stockholder shall not be entitled to contest the validity of any request, whether during or after such five Business Day period, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

(7) For purposes of these Bylaws, "**Business Day**" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

Section 4. **NOTICE**. Not less than ten nor more than 90 days before each meeting of stockholders, the secretary shall give to each stockholder entitled to vote at such meeting and to each stockholder not entitled to vote who is entitled to notice of the meeting notice in writing or by electronic transmission stating the time and place of the meeting and, in the case of a special meeting or as otherwise may be required by any statute, the purpose for which the meeting is called, by mail, by presenting it to such stockholder personally, by leaving it at the stockholder's residence or usual place of business, by electronic transmission or by any other means permitted by Maryland law. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at the stockholder's address as it appears on the records of the Corporation, with postage thereon prepaid. If transmitted electronically, such notice shall be deemed to be given when transmitted to the stockholder by an electronic transmission to any address or number of the stockholder at which the stockholder receives electronic transmissions. The Corporation may give a single notice to all stockholders who share an address, which single notice shall be effective as to any stockholder at such address, unless such stockholder objects to receiving such single notice or revokes a prior consent to receiving such single notice. Failure to give notice of any meeting to one or more stockholders, or any irregularity in such notice, shall not affect the validity of any meeting fixed in accordance with this Article II or the validity of any proceedings at any such meeting.

Subject to Section 11(a) of this Article II, any business of the Corporation may be transacted at an annual meeting of stockholders without being specifically designated in the notice, except such business as is required by any statute to be stated in such notice. No business shall be transacted at a special meeting of stockholders except as specifically designated in the notice. The Corporation may postpone or cancel a meeting of stockholders by making a public announcement (as defined in Section 11(c)(3) of this Article II) of such postponement or cancellation prior to the meeting. Notice of the date, time and place to which the meeting is postponed shall be given not less than ten days prior to such date and otherwise in the manner set forth in this section.

Section 5. **ORGANIZATION AND CONDUCT**. Every meeting of stockholders shall be conducted by an individual appointed by the Board of Directors to be chairman of the meeting or, in the absence of such appointment or appointed individual, by the chairman of the board or, in the case of a vacancy in the office or absence of the chairman of the board, by one of the following officers present at the meeting in the following order: the vice chairman of the board, if there is one, the chief executive officer, the president, the vice presidents in their order of rank and, within each rank, in their order of seniority, the secretary, or, in the absence of such officers, a chairman chosen by the stockholders by the vote of a majority of the votes cast by stockholders present in person or by proxy. The secretary or, in the case of a vacancy in the office or absence of the secretary, an assistant secretary or an individual appointed by the Board of Directors or the chairman of the meeting shall act as secretary. In the event that the secretary presides at a meeting of stockholders, an assistant secretary, or, in the absence of all assistant secretaries, an individual

appointed by the Board of Directors or the chairman of the meeting, shall record the minutes of the meeting. The order of business and all other matters of procedure at any meeting of stockholders shall be determined by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of the chairman and without any action by the stockholders, are appropriate for the proper conduct of the meeting, including, without limitation, (a) restricting admission to the time set for the commencement of the meeting; (b) limiting attendance or participation at the meeting to stockholders of record of the Corporation, their duly authorized proxies and such other individuals as the chairman of the meeting may determine; (c) limiting the time allotted to questions or comments; (d) determining when and for how long the polls should be opened and when the polls should be closed and when announcement of the results should be made; (e) maintaining order and security at the meeting; (f) removing any stockholder or any other individual who refuses to comply with meeting procedures, rules or guidelines as set forth by the chairman of the meeting; (g) concluding a meeting or recessing or adjourning the meeting, whether or not a quorum is present, to a later date and time and at a place announced at the meeting; and (h) complying with any state and local laws and regulations concerning safety and security. Unless otherwise determined by the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with any rules of parliamentary procedure.

Section 6. **QUORUM**. At any meeting of stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at such meeting on any matter shall constitute a quorum; but this section shall not affect any requirement under any statute or the charter of the Corporation (the "**Charter**") for the vote necessary for the approval of any matter. If such quorum is not established at any meeting of the stockholders, the chairman of the meeting may adjourn the meeting from time to time to a date not more than 120 days after the original record date without notice other than announcement at the meeting.

The stockholders present either in person or by proxy, at a meeting which has been duly called and at which a quorum has been established, may continue to transact business until adjournment, notwithstanding the withdrawal from the meeting of enough stockholders to leave fewer than would be required to establish a quorum.

Section 7. **VOTING**. A plurality of all the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient to elect a director. Each share entitles the holder thereof to vote for as many individuals as there are directors to be elected and for whose election the holder is entitled to vote. A majority of the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient to approve any other matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the Charter. Unless otherwise provided by statute or by the Charter, each outstanding share of stock, regardless of class, entitles the holder thereof to cast one vote on each matter submitted to a vote at a meeting of stockholders. Voting on any question or in any election may be *viva voce* unless the chairman of the meeting shall order that voting be by ballot or otherwise.

Section 8. **PROXIES**. A stockholder of record may vote in person or by proxy executed by the stockholder or by the stockholder's duly authorized agent in any manner permitted by applicable law. Such proxy or evidence of authorization of such proxy shall be filed with the secretary of the Corporation before or at the meeting. No proxy shall be valid more than eleven months after its date unless otherwise provided in the proxy.

Section 9. **VOTING OF STOCK BY CERTAIN HOLDERS**. Stock of the Corporation registered in the name of a corporation, limited liability company, partnership, joint venture, trust or other entity, if entitled to be voted, may be voted by the president or a vice president, managing member, manager, general partner or trustee thereof, as the case may be, or a proxy appointed by any of the foregoing individuals, unless some other person who has been appointed to vote such stock pursuant to a bylaw or a resolution of the governing body of such corporation or other entity or agreement of the partners of a partnership presents a certified copy of such bylaw, resolution or agreement, in which case such person may vote such stock. Any trustee or fiduciary, in such capacity, may vote stock registered in such trustee's or fiduciary's name, either in person or by proxy.

Shares of stock of the Corporation directly or indirectly owned by the Corporation shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to be voted at any given time, unless they are held by it in a fiduciary capacity, in which case they may be voted and shall be counted in determining the total number of outstanding shares at any given time.

The Board of Directors may adopt by resolution a procedure by which a stockholder may certify in writing to the Corporation that any shares of stock registered in the name of the stockholder are held for the account of a specified person other than the stockholder. The resolution shall set forth the class of stockholders who may make the certification, the purpose for which the certification may be made, the form of certification and the information to be contained in it; if the certification is with respect to a record date, the time after the record date within which the certification must be received by the Corporation; and any other provisions with respect to the procedure which the Board of Directors considers necessary or appropriate. On receipt by the secretary of the Corporation of such certification, the person specified in the certification shall be regarded as, for the purposes set forth in the certification, the holder of record of the specified stock in place of the stockholder who makes the certification.

Section 10. **INSPECTORS**. The Board of Directors or the chairman of the meeting may appoint, before or at the meeting, one or more inspectors for the meeting and any successor to the inspector. Except as otherwise provided by the chairman of the meeting, the inspectors, if any, shall (a) determine the number of shares of stock represented at the meeting, in person or by proxy, and the validity and effect of proxies, (b) receive and tabulate all votes, ballots or consents, (c) report such tabulation to the chairman of the meeting, (d) hear and determine all challenges and questions arising in connection with the right to vote, and (e) do such acts as are proper to fairly conduct the election or vote. Each such report shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be *prima facie* evidence thereof.

Section 11. **ADVANCE NOTICE OF STOCKHOLDER NOMINEES FOR DIRECTOR AND OTHER STOCKHOLDER PROPOSALS**.

(a) **Annual Meetings of Stockholders**. (1) Nominations of individuals for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of the Board of Directors or (iii) by any stockholder of the Corporation who was a stockholder of record at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the annual meeting, at the time of giving of notice by the stockholder as provided for in this Section 11(a) and at the time of the annual meeting (and any postponement or adjournment thereof), who is entitled to vote at the meeting in the election of each individual so nominated or on any such other business and who has complied with this Section 11(a).

(2) For any nomination or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a)(1) of this Section 11, the stockholder must have given timely notice thereof in writing to the secretary of the Corporation and any such other business must otherwise be a proper matter for action by the stockholders. To be timely, a stockholder's notice shall set forth all information required under this Section 11 and shall be delivered to the secretary at the principal executive office of the Corporation not earlier than the 150th day nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the first anniversary of the date of the proxy statement (as defined in Section 11(c)(3) of this Article II) for the preceding year's annual meeting; *provided*, *however*, that in connection with the Corporation's first annual meeting or in the event that the date of the annual meeting is advanced or delayed by more than 30 days from the first anniversary of the date of the preceding year's annual meeting, in order for notice by the stockholder to be timely, such notice must be so delivered not earlier than the 150th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the 120th day prior to the date of such annual meeting, as originally convened, or the tenth day following the day on which public announcement of the date of such meeting is first made. The public announcement of a postponement or adjournment of an annual meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(3) Such stockholder's notice shall set forth:

(i) as to each individual whom the stockholder proposes to nominate for election or reelection as a director (each, a "**Proposed Nominee**"), all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act;

(ii) as to any other business that the stockholder proposes to bring before the meeting, a description of such business, the stockholder's reasons for proposing such business at the meeting and any material interest in such business of such stockholder or any Stockholder Associated Person (as defined below), individually or in the aggregate, including any anticipated benefit to the stockholder or the Stockholder Associated Person therefrom;

(iii) as to the stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person,

(A) the class, series and number of all shares of stock or other securities of the Corporation or any affiliate thereof (collectively, the "**Company Securities**"), if any, which are owned (beneficially or of record) by such stockholder, Proposed Nominee or Stockholder Associated Person, the date on which each such Company Security was acquired and the investment intent of such acquisition, and any short interest (including any opportunity to profit or share in any benefit from any decrease in the price of such stock or other security) in any Company Securities of any such person,

(B) the nominee holder for, and number of, any Company Securities owned beneficially but not of record by such stockholder, Proposed Nominee or Stockholder Associated Person,

(C) whether and the extent to which such stockholder, Proposed Nominee or Stockholder Associated Person, directly or indirectly (through brokers, nominees or otherwise), is subject to or during the last six months has engaged in any hedging, derivative or other transaction or series of transactions or entered into any other agreement, arrangement or understanding (including any short interest, any borrowing or lending of securities or any proxy or voting agreement), the effect or intent of which is to (I) manage risk or benefit of changes in the price of Company Securities for such stockholder, Proposed Nominee or Stockholder Associated Person or (II) increase or decrease the voting power of such stockholder, Proposed Nominee or Stockholder Associated Person in the Corporation or any affiliate thereof disproportionately to such person's economic interest in the Company Securities and

(D) any substantial interest, direct or indirect (including, without limitation, any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such stockholder, Proposed Nominee or Stockholder Associated Person, in the Corporation or any affiliate thereof, other than an interest arising from the ownership of Company Securities where such stockholder, Proposed Nominee or Stockholder Associated Person receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class or series;

(iv) as to the stockholder giving the notice, any Stockholder Associated Person with an interest or ownership referred to in clauses (ii) or (iii) of this paragraph (3) of this Section 11(a) and any Proposed Nominee,

(A) the name and address of such stockholder, as they appear on the Corporation's stock ledger, and the current name and business address, if different, of each such Stockholder Associated Person and any Proposed Nominee and

(B) the investment strategy or objective, if any, of such stockholder and each such Stockholder Associated Person who is not an individual and a copy of the prospectus, offering memorandum or similar document, if any, provided to investors or potential investors in such stockholder and each such Stockholder Associated Person;

(v) the name and address of any person who contacted or was contacted by the stockholder giving the notice or any Stockholder Associated Person about the Proposed Nominee or other business proposal; and

(vi) to the extent known by the stockholder giving the notice, the name and address of any other stockholder supporting the nominee for election or reelection as a director or the proposal of other business.

(4) Such stockholder's notice shall, with respect to any Proposed Nominee, be accompanied by a written undertaking executed by the Proposed Nominee (i) that such Proposed Nominee (A) is not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director that has not been disclosed to the Corporation and (B) will serve as a director of the Corporation if elected; and (ii) attaching a completed Proposed Nominee questionnaire (which questionnaire shall be provided by the Corporation, upon request by the stockholder providing the notice, and shall include all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act, or would be required pursuant to the rules of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are traded).

(5) Notwithstanding anything in this subsection (a) of this Section 11 to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased, and there is no public announcement of such action at least 130 days prior to the first anniversary of the date of the proxy statement (as defined in Section 11(c)(3) of this Article II) for the preceding year's annual meeting, a stockholder's notice required by this Section 11(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the secretary at the principal executive office of the Corporation not later than 5:00 p.m., Eastern Time, on the tenth day following the day on which such public announcement is first made by the Corporation.

(6) For purposes of this Section 11, "**Stockholder Associated Person**" of any stockholder shall mean (i) any person acting in concert with such stockholder, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (other than a stockholder that is a depositary) and (iii) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such stockholder or such Stockholder Associated Person.

(b) **Special Meetings of Stockholders**. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of individuals for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected only (i) by or at the direction of the Board of Directors or (ii) *provided* that the special meeting has been called in accordance with Section 3(a) of this Article II for the purpose of electing directors, by any stockholder of the Corporation who is a stockholder of record at the record date set by the Board

of Directors for the purpose of determining stockholders entitled to vote at the special meeting, at the time of giving of notice provided for in this Section 11 and at the time of the special meeting (and any postponement or adjournment thereof), who is entitled to vote at the meeting in the election of each individual so nominated and who has complied with the notice procedures set forth in this Section 11. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more individuals to the Board of Directors, any stockholder may nominate an individual or individuals (as the case may be) for election as a director as specified in the Corporation's notice of meeting, if the stockholder's notice, containing the information required by paragraphs (a)(3) and (4) of this Section 11, is delivered to the secretary at the principal executive office of the Corporation not earlier than the 120th day prior to such special meeting and not later than 5:00 p.m., Eastern Time, on the later of the 90th day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. The public announcement of a postponement or adjournment of a special meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(c) **General**. (1) If information submitted pursuant to this Section 11 by any stockholder proposing a nominee for election as a director or any proposal for other business at a meeting of stockholders shall be inaccurate in any material respect, such information may be deemed not to have been provided in accordance with this Section 11. Any such stockholder shall notify the Corporation of any inaccuracy or change (within two Business Days of becoming aware of such inaccuracy or change) in any such information. Upon written request by the secretary or the Board of Directors, any such stockholder shall provide, within five Business Days of delivery of such request (or such other period as may be specified in such request), (i) written verification, satisfactory, in the discretion of the Board of Directors or any authorized officer of the Corporation, to demonstrate the accuracy of any information submitted by the stockholder pursuant to this Section 11, and (ii) a written update of any information (including, if requested by the Corporation, written confirmation by such stockholder that it continues to intend to bring such nomination or other business proposal before the meeting) submitted by the stockholder pursuant to this Section 11 as of an earlier date. If a stockholder fails to provide such written verification or written update within such period, the information as to which written verification or a written update was requested may be deemed not to have been provided in accordance with this Section 11.

(2) Only such individuals who are nominated in accordance with this Section 11 shall be eligible for election by stockholders as directors, and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with this Section 11. The chairman of the meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with this Section 11.

(3) For purposes of this Section 11, "**the date of the proxy statement**" shall have the same meaning as "the date of the company's proxy statement released to shareholders" as used in Rule 14a-8(e) promulgated under the Exchange Act, as interpreted by the Securities and Exchange Commission from time to time. "**Public announcement**" shall mean disclosure (i) in a press release reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or other widely circulated news or wire service or (ii) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to the Exchange Act.

(4) Notwithstanding the foregoing provisions of this Section 11, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act with respect to the matters set forth in this Section 11. Nothing in this Section 11 shall be deemed to affect any right of a stockholder to request inclusion of a proposal in, or the right of the Corporation to omit a proposal from, any proxy statement filed by the Corporation with the Securities and Exchange Commission pursuant to Rule 14a-8 (or any successor provision) under the Exchange Act.

Nothing in this Section 11 shall require disclosure of revocable proxies received by the stockholder or Stockholder Associated Person pursuant to a solicitation of proxies after the filing of an effective Schedule 14A by such stockholder or Stockholder Associated Person under Section 14(a) of the Exchange Act.

(5) Notwithstanding anything in these Bylaws to the contrary, except as otherwise determined by the chairman of the meeting, if the stockholder giving notice as provided for in this Section 11 does not appear in person or by proxy at such annual or special meeting to present each nominee for election as a director or the proposed business, as applicable, such matter shall not be considered at the meeting.

Section 12. **TELEPHONE MEETINGS**. The Board of Directors or chairman of the meeting may permit one or more stockholders to participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 13. **CONTROL SHARE ACQUISITION ACT**. Notwithstanding any other provision of the Charter or these Bylaws, Title 3, Subtitle 7 of the Maryland General Corporation Law, or any successor statute (the "**MGCL**"), shall not apply to any acquisition by any person of shares of stock of the Corporation. This section may be repealed, in whole or in part, at any time, whether before or after an acquisition of control shares and, upon such repeal, may, to the extent provided by any successor bylaw, apply to any prior or subsequent control share acquisition.

ARTICLE III

DIRECTORS

Section 1. **GENERAL POWERS**. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors.

Section 2. **NUMBER, TENURE AND RESIGNATION**.

(a) The number of directors initially shall be five (5). A majority of the entire Board of Directors may establish, increase or decrease the number of directors, *provided* that the number thereof shall never be less than the minimum number required by the MGCL nor more than 15, and, *provided*, *further*, that the tenure of office of a director shall not be affected by any decrease in the number of directors.

(b) Any director of the Corporation may resign at any time by delivering his or her resignation to the Board of Directors, the chairman of the board or the secretary. Any resignation shall take effect immediately upon its receipt or at such later time specified in the resignation. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation.

Section 3. **ANNUAL AND REGULAR MEETINGS**. An annual meeting of the Board of Directors may be held on the same date and at the same place as the annual meeting of stockholders, and, if so held, no notice other than this Bylaw is necessary. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors. The Board of Directors may provide, by resolution, the time and place of annual or regular meetings of the Board of Directors without other notice than such resolution.

Section 4. **SPECIAL MEETINGS**. Special meetings of the Board of Directors may be called by or at the request of the chairman of the board, the chief executive officer, the president or a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place of any special meeting of the Board of Directors called by them. The Board of Directors may provide, by resolution, the time and place of special meetings of the Board of Directors without other notice than such resolution.

Section 5. **NOTICE**. Notice of any special meeting of the Board of Directors shall be delivered personally or by telephone, electronic mail, facsimile transmission, courier or United States mail to each director at his or her business or residence address. Notice by personal delivery, telephone, electronic mail or facsimile transmission shall be given at least 24 hours prior to the meeting. Notice by United States mail shall be given at least three days prior to the meeting. Notice by courier shall be given at least two days prior to the meeting. Telephone notice shall be deemed to be given when the director or his or her agent is personally given such notice in a telephone call to which the director or his or her agent is a party. Electronic mail notice shall be deemed to be given upon transmission of the message to the electronic mail address given to the Corporation by the director. Facsimile transmission notice shall be deemed to be given upon completion of the transmission of the message to the number given to the Corporation by the director and receipt of a completed answer-back indicating receipt. Notice by United States mail shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Notice by courier shall be deemed to be given when deposited with or delivered to a courier properly addressed. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 6. **QUORUM**. A majority of the directors then serving shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, *provided* that, if less than a majority of such directors is present at such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice, and *provided further* that if, pursuant to applicable law, the Charter or these Bylaws, the vote of a majority or other percentage of a specified group of directors is required for action, a quorum must also include a majority or such other percentage of such group.

The directors present at a meeting which has been duly called and at which a quorum has been established may continue to transact business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave fewer than required to establish a quorum.

Section 7. **VOTING**. The action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws. If enough directors have withdrawn from a meeting to leave fewer than required to establish a quorum, but the meeting is not adjourned, the action of the majority of that number of directors necessary to constitute a quorum at such meeting shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws.

Section 8. **ORGANIZATION**. At each meeting of the Board of Directors, the chairman of the board or, in the absence of the chairman of the board, the vice chairman of the board, if any, shall act as chairman of the meeting. In the absence of both the chairman and vice chairman of the board, the chief executive officer or, in the absence of the chief executive officer, the president or, in the absence of the president, a director chosen by a majority of the directors present, shall act as chairman of the meeting. The secretary or, in his or her absence, an assistant secretary of the Corporation or, in the absence of the secretary and all assistant secretaries, an individual appointed by the chairman of the meeting, shall act as secretary of the meeting.

Section 9. **TELEPHONE MEETINGS**. Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 10. **CONSENT BY DIRECTORS WITHOUT A MEETING**. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a consent to such action is given in writing or by electronic transmission by each director and is filed with the minutes of proceedings of the Board of Directors.

Section 11. **VACANCIES**. If for any reason any or all the directors cease to be directors, such event shall not terminate the Corporation or affect these Bylaws or the powers of the remaining directors hereunder. Except as may be provided by the Board of Directors in setting the terms of any class or series of preferred stock, any vacancy on the Board of Directors may be filled only by a majority of the remaining directors, even if the remaining directors do not constitute a quorum. Any individual elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which the vacancy occurred and until a successor is elected and qualifies.

Section 12. **COMPENSATION**. Directors shall not receive any stated salary for their services as directors but, by resolution of the Board of Directors, may receive compensation per year and/or per meeting and/or per visit to real property or other facilities owned or leased by the Corporation and for any service or activity they performed or engaged in as directors. Directors may be reimbursed for expenses of attendance, if any, at each annual, regular or special meeting of the Board of Directors or of any committee thereof and for their expenses, if any, in connection with each property visit and any other service or activity they perform or engage in as directors; but nothing herein contained shall be construed to preclude any directors from serving the Corporation in any other capacity and receiving compensation therefor.

Section 13. **RELIANCE**. Each director and officer of the Corporation shall, in the performance of his or her duties with respect to the Corporation, be entitled to rely on any information, opinion, report or statement, including any financial statement or other financial data, prepared or presented by an officer or employee of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented, by a lawyer, certified public accountant or other person, as to a matter which the director or officer reasonably believes to be within the person's professional or expert competence, or, with respect to a director, by a committee of the Board of Directors on which the director does not serve, as to a matter within its designated authority, if the director reasonably believes the committee to merit confidence.

Section 14. **RATIFICATION**. The Board of Directors or the stockholders may ratify any action or inaction by the Corporation or its officers to the extent that the Board of Directors or the stockholders could have originally authorized the matter, and if so ratified, shall have the same force and effect as if originally duly authorized, and such ratification shall be binding upon the Corporation and its stockholders. Any action or inaction questioned in any proceeding on the ground of lack of authority, defective or irregular execution, adverse interest of a director, officer or stockholder, non-disclosure, miscomputation, the application of improper principles or practices of accounting or otherwise, may be ratified, before or after judgment, by the Board of Directors or by the stockholders, and such ratification shall constitute a bar to any claim or execution of any judgment in respect of such questioned action or inaction.

Section 15. **EMERGENCY PROVISIONS**. Notwithstanding any other provision in the Charter or these Bylaws, this Section 15 shall apply during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board of Directors under Article III of these Bylaws cannot readily be obtained (an "**Emergency**"). During any Emergency, unless otherwise provided by the Board of Directors, (a) a meeting of the Board of Directors or a committee thereof may be called by any director or officer by any means feasible under the circumstances; (b) notice of any meeting of the Board of Directors during such an Emergency may be given less than 24 hours prior to the meeting to as many directors and by such means as may be feasible at the time, including publication, television or radio; and (c) the number of directors necessary to constitute a quorum shall be one-third of the entire Board of Directors.

ARTICLE IV

COMMITTEES

Section 1. **NUMBER, TENURE AND QUALIFICATIONS**. The Board of Directors may appoint from among its members an Audit Committee, a Compensation Committee, a Nominating and Corporate Governance Committee and other committees, composed of one or more directors, to serve at the pleasure of the Board of Directors. In the absence of any member of any such committee, the members thereof present at any meeting, whether or not they constitute a quorum, may appoint another director to act in the place of such absent member.

Section 2. **POWERS**. The Board of Directors may delegate to any committee appointed under Section 1 of this Article any of the powers of the Board of Directors, except as prohibited by law. Except as may be otherwise provided by the Board of Directors, any committee may delegate some or all of its power and authority to one or more subcommittees, composed of one or more directors, as the committee deems appropriate.

Section 3. **MEETINGS**. Notice of committee meetings shall be given in the same manner as notice for special meetings of the Board of Directors. A majority of the members of the committee shall constitute a quorum for the transaction of business at any meeting of the committee. The act of a majority of the committee members present at a meeting shall be the act of such committee. The Board of Directors may designate a chairman of any committee, and such chairman or, in the absence of a chairman, any two members of any committee (if there are at least two members of the committee) may fix the time and place of its meeting unless the Board of Directors shall otherwise provide.

Section 4. **TELEPHONE MEETINGS**. Members of a committee of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 5. **CONSENT BY COMMITTEES WITHOUT A MEETING**. Any action required or permitted to be taken at any meeting of a committee of the Board of Directors may be taken without a meeting, if a consent to such action is given in writing or by electronic transmission by each member of the committee and is filed with the minutes of proceedings of such committee.

Section 6. **VACANCIES**. Subject to the provisions hereof, the Board of Directors shall have the power at any time to change the membership of any committee, to appoint the chair of any committee, to fill any vacancy, to designate an alternate member to replace any absent or disqualified member or to dissolve any such committee.

ARTICLE V

OFFICERS

Section 1. **GENERAL PROVISIONS**. The officers of the Corporation shall include a president, a secretary and a treasurer and may include a chairman of the board, a vice chairman of the board, a chief executive officer, one or more vice presidents, a chief operating officer, a chief financial officer, one or more assistant secretaries and one or more assistant treasurers. In addition, the Board of Directors may from time to time elect such other officers with such powers and duties as it shall deem necessary or appropriate. The officers of the Corporation shall be elected by the Board of Directors, except that the chief executive officer or president may from time to time appoint one or more vice presidents, assistant secretaries and assistant treasurers or other

officers. Each officer shall serve until his or her successor is elected and qualifies or until his or her death, or his or her resignation or removal in the manner hereinafter provided. Any two or more offices except president and vice president may be held by the same person. Election of an officer or agent shall not of itself create contract rights between the Corporation and such officer or agent.

Section 2. **REMOVAL AND RESIGNATION**. Any officer or agent of the Corporation may be removed, with or without cause, by the Board of Directors if in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer of the Corporation may resign at any time by delivering his or her resignation to the Board of Directors, the chairman of the board, the chief executive officer, the president or the secretary. Any resignation shall take effect immediately upon its receipt or at such later time specified in the resignation. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation. Such resignation shall be without prejudice to the contract rights, if any, of the Corporation.

Section 3. **VACANCIES**. A vacancy in any office may be filled by the Board of Directors for the balance of the term.

Section 4. **CHAIRMAN OF THE BOARD**. The Board of Directors may designate from among its members a chairman of the board, who shall not, solely by reason of these Bylaws, be an officer of the Corporation. The Board of Directors may designate the chairman of the board as an executive or non-executive chairman. The chairman of the board shall preside over the meetings of the Board of Directors. The chairman of the board shall perform such other duties as may be assigned to him or her by these Bylaws or the Board of Directors.

Section 5. **CHIEF EXECUTIVE OFFICER**. The Board of Directors may designate a chief executive officer. In the absence of such designation, the president of the Corporation shall be the chief executive officer of the Corporation. The chief executive officer shall have general responsibility for implementation of the policies of the Corporation, as determined by the Board of Directors, and for the management of the business and affairs of the Corporation. He or she may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of chief executive officer and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. **CHIEF OPERATING OFFICER**. The Board of Directors may designate a chief operating officer. The chief operating officer shall have the responsibilities and duties as determined by the Board of Directors or the chief executive officer.

Section 7. **CHIEF FINANCIAL OFFICER**. The Board of Directors may designate a chief financial officer. The chief financial officer shall have the responsibilities and duties as determined by the Board of Directors or the chief executive officer.

Section 8. **PRESIDENT**. In the absence of a chief executive officer, the president shall in general supervise and control all of the business and affairs of the Corporation. In the absence of a designation of a chief operating officer by the Board of Directors, the president shall be the chief operating officer. He or she may execute any deed, mortgage, bond, contract or other instrument, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 9. **VICE PRESIDENTS**. In the absence of the president or in the event of a vacancy in such office, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election or, in the absence of any designation, then in the order of their election) shall perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president; and shall perform such other duties as from time to time may be assigned to such vice president by the chief executive officer, the president or the Board of Directors. The Board of Directors may designate one or more vice presidents as executive vice president, senior vice president, or vice president for particular areas of responsibility.

Section 10. **SECRETARY**. The secretary shall (a) keep the minutes of the proceedings of the stockholders, the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation; (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (e) have general charge of the stock transfer books of the Corporation; and (f) in general perform such other duties as from time to time may be assigned to him or her by the chief executive officer, the president or the Board of Directors.

Section 11. **TREASURER**. The treasurer shall have the custody of the funds and securities of the Corporation, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors and in general perform such other duties as from time to time may be assigned to him or her by the chief executive officer, the president or the Board of Directors. In the absence of a designation of a chief financial officer by the Board of Directors, the treasurer shall be the chief financial officer of the Corporation. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Board of Directors, at the regular meetings of the Board of Directors or whenever it may so require, an account of all his or her transactions as treasurer and of the financial condition of the Corporation.

Section 12. **ASSISTANT SECRETARIES AND ASSISTANT TREASURERS**. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or treasurer, respectively, or by the chief executive officer, the president or the Board of Directors.

Section 13. **COMPENSATION**. The compensation of the officers shall be fixed from time to time by or under the authority of the Board of Directors and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director.

ARTICLE VI

CONTRACTS, CHECKS AND DEPOSITS

Section 1. **CONTRACTS**. The Board of Directors may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. Any agreement, deed, mortgage, lease or other document shall be valid and binding upon the Corporation when duly authorized or ratified by action of the Board of Directors and executed by an authorized person.

Section 2. **CHECKS AND DRAFTS**. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the chief executive officer, the president, the chief financial officer, the treasurer or such other officer or agent of the Corporation as shall from time to time be determined by the Board of Directors.

Section 3. **DEPOSITS**. All funds of the Corporation not otherwise employed shall be deposited or invested from time to time to the credit of the Corporation as the Board of Directors, the chief executive officer, the president, the chief financial officer, the treasurer or any other officer designated by the Board of Directors may determine.

ARTICLE VII

STOCK

Section 1. **CERTIFICATES**. Except as may be otherwise provided by the Board of Directors or any officer of the Corporation, stockholders of the Corporation are not entitled to certificates representing the shares of stock held by them. In the event that the Corporation issues shares of stock represented by certificates, such certificates shall be in such form as prescribed by the Board of Directors or a duly authorized officer, shall contain the statements and information required by the MGCL and shall be signed by the officers of the Corporation in any manner permitted by the MGCL. In the event that the Corporation issues shares of stock without certificates, to the extent then required by the MGCL the Corporation shall provide to the record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates. There shall be no difference in the rights and obligations of stockholders based on whether or not their shares are represented by certificates.

Section 2. **TRANSFERS**. All transfers of shares of stock shall be made on the books of the Corporation in such manner as the Board of Directors or any officer of the Corporation may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Board of Directors or an officer of the Corporation that such shares shall no longer be represented by certificates. Upon the transfer of any uncertificated shares, the Corporation shall provide to the record holders of such shares, to the extent then required by the MGCL, a written statement of the information required by the MGCL to be included on stock certificates.

The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Maryland.

Notwithstanding the foregoing, transfers of shares of any class or series of stock will be subject in all respects to the Charter and all of the terms and conditions contained therein.

Section 3. **REPLACEMENT CERTIFICATE**. Any officer of the Corporation may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, destroyed, stolen or mutilated, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, destroyed, stolen or mutilated; *provided, however*, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such stockholder and the Board of Directors or an officer of the Corporation has determined that such certificates may be issued. Unless otherwise determined by an officer of the Corporation, the owner of such lost, destroyed, stolen or mutilated certificate or certificates, or his or her legal representative, shall be required, as a condition precedent to the issuance of a new certificate or certificates, to give the Corporation a bond in such sums as it may direct as indemnity against any claim that may be made against the Corporation.

Section 4. **FIXING OF RECORD DATE**. The Board of Directors may set, in advance, a record date for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or determining stockholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of stockholders for any other proper purpose. Such record date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days and, in the case of a meeting of stockholders, not less than ten days, before the date on which the meeting or particular action requiring such determination of stockholders of record is to be held or taken.

When a record date for the determination of stockholders entitled to notice of or to vote at any meeting of stockholders has been set as provided in this section, such record date shall continue to apply to the meeting if postponed or adjourned, except if the meeting is postponed or adjourned to a date more than 120 days after the record date originally fixed for the meeting, in which case a new record date for such meeting shall be determined as set forth herein.

Section 5. **STOCK LEDGER**. The Corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of each class held by such stockholder.

Section 6. **FRACTIONAL STOCK; ISSUANCE OF UNITS**. The Board of Directors may authorize the Corporation to issue fractional shares of stock or authorize the issuance of scrip, all on such terms and under such conditions as it may determine. Notwithstanding any other provision of the Charter or these Bylaws, the Board of Directors may authorize the issuance of units consisting of different securities of the Corporation.

ARTICLE VIII

ACCOUNTING YEAR

The Board of Directors shall have the power, from time to time, to fix the fiscal year of the Corporation by a duly adopted resolution.

ARTICLE IX

DISTRIBUTIONS

Section 1. **AUTHORIZATION**. Dividends and other distributions upon the stock of the Corporation may be authorized by the Board of Directors, subject to the provisions of law and the Charter. Dividends and other distributions may be paid in cash, property or stock of the Corporation, subject to the provisions of law and the Charter.

Section 2. **CONTINGENCIES**. Before payment of any dividend or other distribution, there may be set aside out of any assets of the Corporation available for dividends or other distributions such sum or sums as the Board of Directors may from time to time, in its sole discretion, think proper as a reserve fund for contingencies, for equalizing dividends, for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall determine, and the Board of Directors may modify or abolish any such reserve.

ARTICLE X

INVESTMENT POLICY

Subject to the provisions of the Charter, the Board of Directors may from time to time adopt, amend, revise or terminate any policy or policies with respect to investments by the Corporation as it shall deem appropriate in its sole discretion.

ARTICLE XI

SEAL

Section 1. **SEAL**. The Board of Directors may authorize the adoption of a seal by the Corporation. The seal shall contain the name of the Corporation and the year of its incorporation and the words “Incorporated Maryland” or such other language as may be approved by the Board of Directors. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 2. **AFFIXING SEAL**. Whenever the Corporation is permitted or required to affix its seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a seal to place the word "**(SEAL)**" adjacent to the signature of the person authorized to execute the document on behalf of the Corporation.

ARTICLE XII

WAIVER OF NOTICE

Whenever any notice of a meeting is required to be given pursuant to the Charter or these Bylaws or pursuant to applicable law, a waiver thereof in writing or by electronic transmission, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting need be set forth in the waiver of notice of such meeting, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

ARTICLE XIII

EXCLUSIVE FORUM FOR CERTAIN LITIGATION

Unless the Corporation consents in writing to the selection of an alternative forum, the Circuit Court for Baltimore City, Maryland, or, if that Court does not have jurisdiction, the United States District Court for the District of Maryland, Baltimore Division, shall be the sole and exclusive forum for (a) any Internal Corporate Claim, as such term is defined in Section 1-101(p) of the MGCL, or any successor provision thereof, (b) any derivative action or proceeding brought on behalf of the Corporation other than actions arising under the federal securities laws, (c) any action asserting a claim of breach of any duty owed by any director or officer or other employee of the Corporation to the Corporation or to the stockholders of the Corporation, (d) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the MGCL or the Charter or these Bylaws, or (e) any other action asserting a claim against the Corporation or any director or officer or other employee of the Corporation that is governed by the internal affairs doctrine.

ARTICLE XIV

AMENDMENT OF BYLAWS

The Board of Directors shall have the exclusive power to adopt, alter or repeal any provision of these Bylaws and to make new Bylaws.

Exhibit 4.1

Number *0* Shares *0*

SEE REVERSE FOR IMPORTANT NOTICE ON TRANSFER RESTRICTIONS AND OTHER INFORMATION

THIS CERTIFICATE IS TRANSFERABLE IN THE CITIES OF _____ CUSIP _____

ALPINE INCOME PROPERTY TRUST, INC.
a Corporation Formed Under the Laws of the State of Maryland

THIS CERTIFIES THAT **Specimen** is the owner of **Zero (0)** fully paid and nonassessable shares of Common Stock, $0.01 par value per share, of

ALPINE INCOME PROPERTY TRUST, INC.

(the "Corporation") transferable on the books of the Corporation by the holder hereof in person or by its duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the charter of the Corporation (the "Charter") and the Bylaws of the Corporation and any amendments or supplements thereto. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed on its behalf by its duly authorized officers.

DATED: _____

Countersigned and Registered:
Transfer Agent
and Registrar

By:_____
Authorized Signature

_____(SEAL)
President

_____
Secretary

IMPORTANT NOTICE

The Corporation will furnish to any stockholder, on request and without charge, a full statement of the information required by Section 2-211(b) of the Corporations and Associations Article of the Annotated Code of Maryland with respect to the designations and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption of the stock of each class which the Corporation has authority to issue and, if the Corporation is authorized to issue any preferred or special class in series, (i) the differences in the relative rights and preferences between the shares of each series to the extent set, and (ii) the authority of the Board of Directors to set such rights and preferences of subsequent series. The foregoing summary does not purport to be complete and is subject to and qualified in its entirety by reference to the Charter, a copy of which will be sent without charge to each stockholder who so requests. Such request must be made to the Secretary of the Corporation at its principal office.

The shares represented by this certificate are subject to restrictions on Beneficial Ownership and Constructive Ownership and Transfer for the purpose, among others, of the Corporation's qualification as a Real Estate Investment Trust (a "REIT") under the Internal Revenue Code of 1986, as amended (the "Code"). Subject to certain further restrictions and except as expressly provided in the Corporation's Charter, (i)(a) no Person, other than an Excepted Holder, may Beneficially Own or Constructively Own shares of any class or series of Capital Stock in excess of the Ownership Limit; and (b) no Excepted Holder may Beneficially Own or Constructively Own shares of Capital Stock in excess of the Excepted Holder Limit for such Excepted Holder; (ii) no Person may Beneficially Own or Constructively Own shares of Capital Stock to the extent that such Beneficial Ownership or Constructive Ownership of Capital Stock would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year), or otherwise failing to qualify as a REIT; (iii) any Transfer of shares of Capital Stock that, if effective, would result in the Capital Stock being beneficially owned by less than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) will be void *ab initio*, and the intended transferee will acquire no rights in such shares of Capital Stock; and (iv) no Person may Beneficially Own or Constructively Own shares of Capital Stock to the extent that such Beneficial Ownership or Constructive Ownership would cause the Corporation to Constructively Own ten percent (10%) or more of the ownership interests in a tenant (other than a Taxable REIT subsidiary) of the Corporation's real property within the meaning of Section 856(d)(2)(B) of the Code. If any of the restrictions on transfer or ownership provided in (i), (ii), or (iv) above are violated, the shares of Capital Stock in excess or in violation of the above limitations will be automatically transferred to a Trust for the exclusive benefit of a Charitable Beneficiary. All capitalized terms in this legend have the meanings given such terms in the Charter of the Corporation, as the same may be amended from time to time, a copy of which, including the restrictions on transfer and ownership, will be furnished to each holder of shares of Capital Stock of the Corporation on request and without charge. Requests for such a copy may be directed to the Secretary of the Corporation at its Principal Office.

KEEP THIS CERTIFICATE IN A SAFE PLACE. IF IT IS LOST, STOLEN OR DESTROYED, THE CORPORATION MAY REQUIRE A BOND OF INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF GIFT MIN ACT _____Custodian _____	
TEN ENT	-	as tenants by the entireties	(Custodian)	(Minor)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	Under the Uniform Gifts to Minors Act of _____ (State)	

FOR VALUE RECEIVED, _____HEREBY SELLS, ASSIGNS AND TRANSFERS UNTO

_____

(NAME & ADDRESS, INCLUDING ZIP CODE & SS# OR OTHER IDENTIFYING # OF ASSIGNEE)

_____(_____) shares of stock of the Corporation represented by this Certificate and does hereby irrevocably constitute and appoint _____ attorney to transfer the said shares on the books of the Corporation, with full power of substitution in the premises.

Dated: _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY OTHER CHANGE.

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
ALPINE INCOME PROPERTY OP, LP

(a Delaware limited partnership)

Dated as of [•], 2019

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EXHIBITS

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
ALPINE INCOME PROPERTY OP, LP

THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ALPINE INCOME PROPERTY OP, LP, dated as of [●], 2019, is made and entered into by and among Alpine Income Property GP, LLC, a Delaware limited liability company, as the General Partner, and the Persons whose names are set forth on Exhibit A attached hereto, as the Limited Partners, together with any other Persons who become Partners in the Partnership as provided herein.

WHEREAS, a Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Delaware on August 20, 2019, with Alpine Income Property GP, LLC, as the General Partner;

WHEREAS, prior to the date hereof, the Partnership has not issued any Partnership Interests in the Partnership or admitted any Persons as Limited Partners of the Partnership;

WHEREAS, on the date hereof, the General Partner desires to admit the Persons whose names are set forth on Exhibit A attached hereto, as the Limited Partners of the Partnership; and

WHEREAS, on the date hereof, the General Partner desires to cause the Partnership to issue the Partnership Interests in the Partnership to the General Partner and the Limited Partners of the Partnership, as set forth on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
DEFINED TERMS

The following defined terms used in this Agreement shall have the meanings specified below:

"**Act**" means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time.

"**Additional Funds**" has the meaning set forth in Section 4.03 hereof.

"**Additional Securities**" means any: (1) shares of capital stock of Parent REIT now or hereafter authorized or reclassified that have dividend rights, or rights upon liquidation, winding up and dissolution, that are superior or prior to the REIT Shares ("**Preferred Shares**"), (2) REIT Shares, (3) shares of capital stock of Parent REIT now or hereafter authorized or reclassified that have dividend rights, or rights upon liquidation, winding up and dissolution, that are junior in rank to the REIT Shares ("**Junior Shares**") and (4) (i) rights, options, warrants or convertible or exchangeable securities having the right to subscribe for or purchase or otherwise acquire REIT Shares, Preferred Shares or Junior Shares, or (ii) indebtedness issued by Parent REIT that provides any of the rights described in clause (4)(i) of this definition (any such securities referred to in clause (4)(i) or (ii) of this definition, "**New Securities**").

"**Adjustment Events**" has the meaning set forth in Section 4.04(a)(i) hereof.

"**Administrative Expenses**" means (i) all administrative and operating costs and expenses incurred by the Partnership, (ii) administrative costs and expenses of the General Partner and Parent REIT that Parent REIT is required pay pursuant the Management Agreement, and any accounting and legal expenses of the General Partner and Parent REIT, which expenses, the Partners hereby agree, are expenses of the Partnership and not the General Partner and Parent REIT, and (iii) to the extent not included in clauses (i) or (ii) above, REIT Expenses; provided, however, that Administrative Expenses shall not include any administrative costs and expenses incurred by the General Partner and Parent REIT that are attributable to Properties or interests in a Subsidiary that are owned by the General Partner and Parent REIT other than through its ownership interests in the Partnership.

"**Affiliate**" means (i) any Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, (ii) any other Person that owns, beneficially, directly or indirectly, 10% or more of the outstanding capital stock, shares or equity interests of such Person, or (iii) any officer, director, employee, partner, member, manager or trustee of such Person or any Person controlling, controlled by or under common control with such Person. For the purposes of this definition, "**control**" (including the correlative meanings of the terms "**controlled by**" and "**under common control with**"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or partnership interests, contract or otherwise.

"**Agreed Value**" means the fair market value of a Partner's non-cash Capital Contribution as of the date of contribution as agreed to by such Partner and the General Partner. The names and addresses of the Partners, number of Partnership Units issued to each Partner, and the Agreed Value of non-cash Capital Contributions as of the date of contribution is set forth on Exhibit A, as it may be amended or restated from time to time.

"**Agreement**" means this Amended and Restated Agreement of Limited Partnership of Alpine Income Property OP, LP, as it may be amended, supplemented or restated from time to time.

"**Board of Directors**" means the Board of Directors of the Parent REIT.

"**Capital Account**" has the meaning set forth in Section 4.06 hereof.

"**Capital Account Limitation**" has the meaning set forth in Section 4.05(b) hereof.

"**Capital Contribution**" means the total amount of cash, cash equivalents and the Agreed Value of any Property or other asset contributed or agreed to be contributed, as the context requires, to the Partnership by each Partner pursuant to the terms of the Agreement. Any reference to the Capital Contribution of a Partner shall include the Capital Contribution made by a predecessor holder of the Partnership Interest of such Partner.

"**Cash Amount**" means an amount of cash per Common Unit equal to the Value of the REIT Shares Amount on the Specified Redemption Date divided by the number of Common Units tendered for redemption.

"**Certificate**" means any instrument or document, including the Certificate of Limited Partnership, as applicable, that is required under the laws of the State of Delaware, or any other jurisdiction in which the Partnership conducts business, to be signed and sworn to by the Partners of the Partnership (either by themselves or pursuant to the power-of-attorney granted to the General Partner in Section 8.02 hereof) and filed for recording in the appropriate public offices within the State of Delaware or such other jurisdiction to perfect or maintain the Partnership as a limited partnership, to effect the admission, withdrawal or substitution of any Partner of the Partnership, or to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Delaware or such other jurisdiction.

"**Certificate of Formation**" means the Certificate of Formation of the General Partner filed with the Secretary of State of Delaware, as amended or supplemented from time to time.

"**Certificate of Limited Partnership**" means the Certificate of Limited Partnership relating to the Partnership filed with the Secretary of State of the State of Delaware, as amended from time to time in accordance with the terms hereof and the Act.

"**Change of Control**" means, as to the General Partner or Parent REIT, the occurrence of any of the following: (i) the sale, lease or transfer, in one or a series of related transactions, of 80% or more of the assets of the General Partner or Parent REIT, taken as a whole, to any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than an Affiliate of the General Partner or Parent REIT; (ii) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than an Affiliate of the General Partner or Parent REIT, in a single transaction or in a related series of transactions, by way of merger, share exchange, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of more than 50% of the total voting power of the voting capital stock of the General Partner or Parent REIT; or (iii) a change in the composition of the Board of Directors such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board of Directors cease for any reason to constitute more than 50% of the Board of Directors; provided, however, that any individual becoming a member of the Board of Directors subsequent to the beginning of such period whose election, or nomination for election by Parent REIT's stockholders, was approved by a vote of at least two-thirds of the directors immediately prior to the date of such appointment or election will be considered as though such individual were a member of the Board of Directors as of the beginning of such period.

"**Charter**" means the Articles of Incorporation of Parent REIT filed with the State Department and Assessments and Taxation of the State of Maryland, as amended, supplemented or restated from time to time.

"**Code**" means the Internal Revenue Code of 1986, as amended, and as hereafter amended from time to time. Reference to any particular provision of the Code shall mean that provision in the Code at the date hereof and any successor provision of the Code.

"**Commission**" means the U.S. Securities and Exchange Commission.

"**Common Partnership Unit Distribution**" has the meaning set forth in Section 4.04(a)(ii) hereof.

"**Common Unit**" means a Partnership Unit which is designated as a Common Unit of the Partnership.

"**Common Unit Economic Balance**" has the meaning set forth in Section 5.01(g) hereof.

"**Common Unit Transaction**" has the meaning set forth in Section 4.05(f) hereof.

"**Constituent Person**" has the meaning set forth in Section 4.05(f) hereof.

"**Conversion Date**" has the meaning set forth in Section 4.05(b) hereof.

"**Conversion Factor**" means a factor of 1.0, adjusted as provided in this definition. The Conversion Factor will be adjusted in the event that Parent REIT (i) declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders of its outstanding REIT Shares in REIT Shares, (ii) subdivides its outstanding REIT Shares or (iii) combines its outstanding REIT Shares into a smaller number of REIT Shares. In each of such events, the Conversion Factor shall be adjusted by multiplying the Conversion Factor by a fraction, the numerator of which shall be the number of REIT Shares issued and outstanding on the record date for such dividend, distribution, subdivision or combination (assuming for such purposes that such dividend, distribution, subdivision or combination has occurred as of such time), and the denominator of which shall be the actual number of REIT Shares (determined without the above assumption) issued and outstanding on such date; provided that in the event that an entity other than an Affiliate of Parent REIT shall become General Partner pursuant to any merger, consolidation or combination of the General Partner or Parent REIT with or into another entity (the "**Successor Entity**"), the Conversion Factor shall be adjusted by multiplying the Conversion Factor by the number of shares of the Successor Entity into which one REIT Share is converted pursuant to such merger, consolidation or combination, determined as of the date of such merger, consolidation or combination. Any adjustment to the Conversion Factor shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event. If, however, the General Partner receives a Notice of Redemption after the record date, if any, but prior to the effective date of such event, the Conversion Factor shall be determined as if the General Partner had received the Notice of Redemption immediately prior to the record date for such event. Notwithstanding the foregoing, no adjustment shall be made to the Conversion Factor if the number of outstanding Common Units is otherwise adjusted in the same manner and at the same time as the adjustment to the number of outstanding REIT Shares.

"**Conversion Notice**" has the meaning set forth in Section 4.05(b) hereof.

"**Conversion Right**" has the meaning set forth in Section 4.05(a) hereof.

"**Covered Audit Adjustment**" means an adjustment to any partnership-related item (within the meaning of Section 6241(2)(B) of the Code) to the extent such adjustment results in an "imputed underpayment" as described in Section 6225(b) of the Code or any analogous provision of state or local law.

"**Defaulting Limited Partner**" means a Limited Partner that has failed to pay any amount owed to the Partnership under a Partnership Loan within 15 days after demand for payment thereof is made by the Partnership.

"**Disregarded Entity**" means, with respect to any Person, (i) any "qualified REIT subsidiary" (within the meaning of Section 856(i)(2) of the Code) of such Person, (ii) any entity treated as a disregarded entity for federal income tax purposes with respect to such Person, or (iii) any grantor trust if the sole owner of the assets of such trust for federal income tax purposes is such Person.

"**Distributable Amount**" has the meaning set forth in Section 5.02(e) hereof.

"**Economic Capital Account Balances**" has the meaning set forth in Section 5.01(g) hereof.

"**Equity Incentive Plan**" means any equity incentive or compensation plan hereafter adopted by the Partnership or Parent REIT.

"**Event of Bankruptcy**" as to any Person means (i) the filing of a petition for relief as to such Person as debtor or bankrupt under the U.S. Bankruptcy Code of 1978, as amended, or similar provision of law of any jurisdiction (except if such petition is contested by such Person and has been dismissed within 90 days); (ii) the insolvency or bankruptcy of such Person as finally determined by a court proceeding; (iii) the filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; or (iv) the commencement of any proceedings relating to such Person as a debtor under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates his approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 90 days.

"**Excepted Holder Limit**" has the meaning set forth in the Charter.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Forced Conversion**" has the meaning set forth in Section 4.05(c) hereof.

"**Forced Conversion Notice**" has the meaning set forth in Section 4.05(c) hereof.

"**General Partner**" means Alpine Income Property GP, LLC and its successors and assigns as a general partner of the Partnership, in each case, that is admitted from time to time to the Partnership as a general partner pursuant to the Act and this Agreement and is listed as a general partner on Exhibit A, as such Exhibit A may be amended from time to time, in such Person's capacity as a general partner of the Partnership.

"**General Partner Loan**" means a loan extended by the General Partner to a Defaulting Limited Partner in the form of a payment on a Partnership Loan by the General Partner to the Partnership on behalf of the Defaulting Limited Partner.

"**General Partnership Interest**" means the Partnership Interest held by the General Partner in its capacity as the general partner of the Partnership, which Partnership Interest is an interest as a general partner under the Act. The General Partnership Interest will be a number of Common Units held by the General Partner equal to 0.1% of all outstanding Partnership Units. All other Partnership Units owned by the General Partner and any Partnership Units owned by any Affiliate or Subsidiary of the General Partner shall be considered to constitute a Limited Partnership Interest.

"**Imputed Underpayment Modification**" means any modification under Section 6225(c) of the Code (or any analogous provision of state or local law) to the extent that such modification is available and would reduce any Partnership Level Taxes attributable to a Covered Audit Adjustment.

"**Indemnified Party**" has the meaning set forth in Section 8.05(f) hereof.

"**Indemnifying Party**" has the meaning set forth in Section 8.05(f) hereof.

"**Indemnitee**" means (i) any Person made a party to a proceeding by reason of its status as (A) the General Partner or (B) a director, officer or employee of Parent REIT, the General Partner or an officer or employee of the General Partner or the Partnership or any Subsidiary thereof and (ii) such other Persons (including Affiliates of Parent REIT, the General Partner or the Partnership) as the General Partner may designate from time to time (whether before or after the event giving rise to potential liability), in its sole and absolute discretion.

"**Independent Director**" means a director of Parent REIT who meets the independence requirements of the NYSE as set forth from time to time.

"**IRS**" means the United States Internal Revenue Service.

"**Junior Shares**" has the meaning set forth in the definition of "Additional Securities."

"**Limited Partner**" means any Person named as a Limited Partner on Exhibit A attached hereto, as it may be amended or restated from time to time, and any Person who becomes a Substitute Limited Partner or any additional Limited Partner, in such Person's capacity as a Limited Partner in the Partnership.

"**Limited Partnership Interest**" means a Partnership Interest held by a Limited Partner at any particular time representing a fractional part of the Partnership Interest of all Limited Partners, and includes any and all benefits to which the holder of such a Limited Partnership Interest may be entitled as provided in this Agreement and in the Act, together with the obligations of such Limited Partner to comply with all the provisions of this Agreement and of the Act. Limited Partnership Interests may be expressed as a number of Common Units, LTIP Units or other Partnership Units.

"**Liquidating Gains**" has the meaning set forth in Section 5.01(g) hereof.

"**Liquidating Losses**" has the meaning set forth in Section 5.01(g) hereof.

"**LTIP Unit**" means a Partnership Unit which is designated as an LTIP Unit and which has the rights, preferences and other privileges designated in Section 4.04 hereof and elsewhere in this Agreement in respect of holders of LTIP Units, including both vested LTIP Units and Unvested LTIP Units. The allocation of LTIP Units among the Partners shall be set forth on Exhibit A as it may be amended or restated from time to time.

"**LTIP Unitholder**" means a Partner that holds LTIP Units.

"**Loss**" has the meaning set forth in Section 5.01(h) hereof.

"**Management Agreement**" means the Management Agreement entered into as of [•], 2019, by and among Parent REIT, the Partnership and Alpine Income Property Manager, LLC, as such agreement may be amended, modified or supplemented from time to time.

"**Majority in Interest**" means Limited Partners holding more than 50% of the Percentage Interests of the Limited Partners.

"**New Securities**" has the meaning set forth in the definition of "Additional Securities".

"**Notice of Redemption**" means the Notice of Redemption substantially in the form attached as Exhibit B hereto.

"**NYSE**" means the New York Stock Exchange.

"**Offer**" has the meaning set forth in Section 7.01(c)(ii) hereof.

"**Parent REIT**" means Alpine Income Property Trust, Inc., a Maryland corporation and the sole member of Alpine Income Property GP, LLC.

"**Partner**" means any General Partner or Limited Partner, and "**Partners**" means the General Partner and the Limited Partners; provided, however, that for the purposes of Section 10.05(a) and 5.02(e), the term "**Partner**" means any current Partner and any former Partner, provided that a former Partner shall be considered a Partner only as the context requires in order to effectuate the provisions of Section 10.05(a) such that each Partner and former Partner bears the economic burden associated with any Covered Audit Adjustment and/or Partnership Level Taxes that relate to a taxable year (or portion thereof) in which such Partner or former Partner, as applicable, was a Partner or was treated as holding an interest in the Partnership.

"**Partner Nonrecourse Debt Minimum Gain**" has the meaning set forth in Regulations Section 1.704-2(i). A Partner's share of Partner Nonrecourse Debt Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(i)(5).

"**Partnership**" means Alpine Income Property OP, LP, a limited partnership formed and continued under the Act and pursuant to this Agreement, and any successor thereto.

"**Partnership Interest**" means an ownership interest in the Partnership held by a Partner, and includes any and all benefits to which the holder of such a Partnership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms and provisions of this Agreement. A Partnership Interest may be expressed as a number of Common Units, LTIP Units or other Partnership Units.

"**Partnership Level Taxes**" means any federal, state, or local taxes, additions to tax, penalties, and interest payable by the Partnership as a result of a Tax Audit under the Partnership Tax Audit Rules.

"**Partnership Loan**" means a loan from the Partnership to the Partner on the day the Partnership pays over the excess of the Withheld Amount over the Distributable Amount to a taxing authority.

"**Partnership Minimum Gain**" has the meaning set forth in Regulations Section 1.704-2(d). In accordance with Regulations Section 1.704-2(d), the amount of Partnership Minimum Gain is determined by first computing, for each Partnership nonrecourse liability, any gain the Partnership would realize if it disposed of the property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. A Partner's share of Partnership Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(g)(1).

"**Partnership Record Date**" means the record date established by the General Partner for the distribution of cash pursuant to Section 5.02 hereof, which record date shall be the same as the record date established by Parent REIT for a distribution to its stockholders of some or all of its portion of such distribution.

"**Partnership Representative**" has the meaning set forth in Section 10.05(a).

"**Partnership Tax Audit Rules**" means Sections 6221 through 6241 of the Code, as amended, together with any final or temporary Treasury Regulations, Revenue Rulings, and case law interpreting Sections 6221 through 6241 of the Code, as amended (and any analogous provision of state or local tax law), as in effect following the enactment of the Bipartisan Budget Act of 2015.

"**Partnership Unit**" means a fractional, undivided share of the Partnership Interests of all Partners issued hereunder, and includes Common Units, LTIP Units and any other class or series of Partnership Units that may be established after the date hereof in accordance with the terms hereof. The number of Partnership Units outstanding and the Percentage Interests represented by such Partnership Units are set forth on Exhibit A hereto, as it may be amended or restated from time to time.

"**Partnership Unit Designation**" has the meaning set forth in Section 4.02(a)(i) hereof.

"**Percentage Interest**" means the percentage determined by dividing the number of Common Units of a Partner by the aggregate number of Common Units of all Partners, treating LTIP Units, in accordance with Section 4.04(a), as Common Units for this purpose.

"**Person**" means any individual, partnership, corporation, limited liability company, joint venture, trust or other entity.

"**Preferred Shares**" has the meaning set forth in the definition of "Additional Securities."

"**Profit**" has the meaning set forth in Section 5.01(h) hereof.

"**Property**" means any property or other investment in which the Partnership, directly or indirectly, holds an ownership interest.

"**Push-Out Election**" means the election to apply the alternative method provided by Section 6226 of the Code (or any analogous provision of state or local tax law).

"**Redeeming Limited Partner**" has the meaning set forth in Section 8.04(a) hereof.

"**Redemption Amount**" means either the Cash Amount or the REIT Shares Amount.

"**Redemption Right**" has the meaning set forth in Section 8.04(a) hereof.

"**Redemption Shares**" has the meaning set forth in Section 8.05(a) hereof.

"**Regulations**" means the Federal Income Tax Regulations issued under the Code, as amended and as subsequently amended from time to time. Reference to any particular provision of the Regulations shall mean that provision of the Regulations on the date hereof and any successor provision of the Regulations.

"**REIT**" means a real estate investment trust under Sections 856 through 860 of the Code.

"**REIT Expenses**" means (i) costs and expenses relating to the formation and continuity of existence and operation of Parent REIT and any Subsidiaries thereof (which Subsidiaries shall, for purposes hereof, be included within the definition of Parent REIT), including taxes, fees and assessments associated therewith, any and all costs, expenses or fees payable to any director, officer or employee of Parent REIT, (ii) costs and expenses relating to any public offering and registration, or private offering, of securities by Parent REIT, and all statements, reports, fees and expenses incidental thereto, including, without limitation, underwriting discounts and selling commissions applicable to any such offering of securities, and any costs and expenses associated with any claims made by any holders of such securities or any underwriters or placement agents thereof, (iii) costs and expenses associated with any repurchase of any securities by Parent REIT, (iv) costs and expenses associated with the preparation and filing of any periodic or other reports and communications by Parent REIT under federal, state or local laws or regulations, including filings with the Commission, (v) costs and expenses associated with compliance by Parent REIT with laws, rules and regulations promulgated by any regulatory body, including the Commission and any securities exchange, (vi) costs and expenses associated with any health, dental, vision, disability, life insurance, 401(k) plan, incentive plan, bonus plan or other plan providing for compensation or benefits for the employees of Parent REIT, (vii) costs and expenses incurred by Parent REIT relating to any issuance or redemption of Partnership Interests and (viii) all other operating, administrative or financing costs of Parent REIT incurred in the ordinary course of its business on behalf of or related to the Partnership.

"**REIT Payment**" has the meaning set forth in Section 12.10 hereof.

"**REIT Shares**" means shares of common stock, par value $0.001 per share, of Parent REIT (or Successor Entity, as the case may be).

"**REIT Shares Amount**" means the number of REIT Shares equal to the product of (X) the number of Common Units offered for redemption by a Redeeming Limited Partner, multiplied by (Y) the Conversion Factor as adjusted to and including the Specified Redemption Date; provided that in the event Parent REIT issues to all holders of REIT Shares rights, options, warrants or convertible or exchangeable securities entitling the holders of REIT Shares to subscribe for or purchase or otherwise acquire additional REIT Shares, or any other securities or property (collectively, the "**Rights**"), and such Rights have not expired at the Specified Redemption Date, then the REIT Shares Amount shall also include such Rights issuable to a holder of the REIT Shares Amount on the record date fixed for purposes of determining the holders of REIT Shares entitled to Rights.

"**Restriction Notice**" has the meaning set forth in Section 8.04(g) hereof.

"**Rights**" has the meaning set forth in the definition of "REIT Shares Amount" herein.

"**Rule 144**" has the meaning set forth in Section 8.05(c) hereof.

"**S-3 Eligible Date**" has the meaning set forth in Section 8.05(a) hereof.

"**Safe Harbor**" has the meaning set forth in Section 10.05(d) hereof.

"**Safe Harbor Election**" has the meaning set forth in Section 10.05(d) hereof.

"**Safe Harbor Interests**" has the meaning set forth in Section 10.05(d) hereof.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Stock Ownership Limit**" has the meaning set forth in the Charter.

"**Specified Redemption Date**" means the first business day of the month that is at least 60 calendar days after the receipt by the General Partner of a Notice of Redemption.

"**Subsidiary**" means, with respect to any Person, any corporation or other entity of which a majority of (i) the voting power of the voting equity securities or (ii) the outstanding equity interests is owned, directly or indirectly, by such Person.

"**Subsidiary Partnership**" means any partnership or limited liability company in which the General Partner, Parent REIT, the Partnership, or a wholly owned Subsidiary of the General Partner, Parent REIT or the Partnership owns a partnership or limited liability company interest.

"**Substitute Limited Partner**" means any Person admitted to the Partnership as a Limited Partner pursuant to Section 9.03 hereof.

"**Successor Entity**" has the meaning set forth in the definition of "Conversion Factor" herein.

"**Survivor**" has the meaning set forth in Section 7.01(d) hereof.

"**Target Balance**" has the meaning set forth in Section 5.01(g) hereof.

"**Tax Audit**" or "**Tax Audits**" has the meaning set forth in Section 10.05(a).

"**Trading Day**" means a day on which the principal national securities exchange on which a security is listed or admitted to trading is open for the transaction of business or, if a security is not listed or admitted to trading on any national securities exchange, shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"**Transaction**" has the meaning set forth in Section 7.01(c) hereof.

"**Transfer**" has the meaning set forth in Section 9.02(a) hereof.

"**TRS**" means a taxable REIT subsidiary (as defined in Section 856(l) of the Code) of the General Partner.

"**Unvested LTIP Units**" has the meaning set forth in Section 4.04(c) hereof.

"**Value**" means, with respect to any security, the average of the daily market prices of such security for the ten consecutive Trading Days immediately preceding the date of such valuation. The market price for each such Trading Day shall be: (i) if the security is listed or admitted to trading on the NYSE or any other national securities exchange, the last reported sale price, regular way, on such day, or if no such sale takes place on such day, the average of the closing bid and asked prices, regular way, on such day, (ii) if the security is not listed or admitted to trading on the NYSE or any other national securities exchange, the last reported sale price on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, as reported by a reliable quotation source designated by Parent REIT, or (iii) if the security is not listed or admitted to trading on the NYSE or any national securities exchange and no such last reported sale price or closing bid and asked prices are available, the average of the reported high bid and low asked prices on such day, as reported by a reliable quotation source designated by Parent REIT, or if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than ten days prior to the date in question) for which prices have been so reported; provided that if there are no bid and asked prices reported during the ten days prior to the date in question, the value of the security shall be determined by the Board of Directors acting in good faith on the basis of such quotations and other

information as it considers, in its reasonable judgment, appropriate. In the event the security includes any additional rights (including any Rights), then the value of such rights shall be determined by the Board of Directors acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate.

"**Vested LTIP Units**" has the meaning set forth in Section 4.04(c) hereof.

"**Vesting Agreement**" means each or any, as the context implies, agreement or instrument, other than this Agreement, entered into by an LTIP Unitholder upon acceptance of an award of LTIP Units under an Equity Incentive Plan.

"**Withheld Amount**" means any amount required to be withheld by the Partnership to pay over to any taxing authority as a result of any allocation or distribution of income to a Partner.

ARTICLE II
FORMATION OF PARTNERSHIP

2.01 Formation of the Partnership. The Partnership was formed as a limited partnership pursuant to the provisions of the Act and is continued upon the terms and conditions set forth in this Agreement. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and administration and termination of the Partnership shall be governed by the Act. The Partnership Interest of each Partner shall be personal property for all purposes.

2.02 Name. The name of the Partnership shall be "Alpine Income Property OP, LP" and the Partnership's business may be conducted under any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words "Limited Partnership," "LP," "L.P." or "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partner in its sole and absolute discretion may change the name of the Partnership at any time and from time to time and shall notify the Partners of such change in the next regular communication to the Partners; provided that failure to so notify the Partners shall not invalidate such change or the authority granted hereunder.

2.03 Registered Office and Agent; Principal Office. The registered office of the Partnership in the State of Delaware is located at 9 E. Lookerman Street, Suite 311, Dover, Delaware 19901, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office is Registered Agent Solutions, Inc., a Delaware corporation. The principal office of the Partnership is located at 1140 N. Williamson Boulevard, Suite 140, Daytona Beach, Florida 32114, or such other place as the General Partner may from time to time designate. Upon such a change of the principal office of the Partnership, the General Partner shall notify the Partners of such change in the next regular communication to the Partners; provided that failure to so notify the Partners shall not invalidate such change or the authority granted hereunder. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems necessary or desirable.

2.04 Term and Dissolution.

(a) The term of the Partnership shall continue in full force and effect until dissolved upon the first to occur of any of the following events:

(i) the occurrence of an Event of Bankruptcy as to a General Partner or the dissolution, death, removal or withdrawal of a General Partner unless the business of the Partnership is continued pursuant to Section 7.03(b) hereof; provided that if a General Partner is on the date of such occurrence a partnership, the dissolution of such General Partner as a result of the dissolution, death, withdrawal, removal or Event of Bankruptcy of a partner in such partnership shall not be an event of dissolution of the Partnership if the business of such General Partner is continued by the remaining partner or partners, either alone or with additional partners, and such General Partner and such partners comply with any other applicable requirements of this Agreement;

(ii) the passage of 90 days after the sale or other disposition of all or substantially all of the assets of the Partnership (provided that if the Partnership receives an installment obligation as consideration for such sale or other disposition, the Partnership shall continue, unless sooner dissolved under the provisions of this Agreement, until such time as such installment obligations are paid in full);

(iii) the redemption of all Limited Partnership Interests (other than any Limited Partnership Interests held by the General Partner), unless the General Partner determines to continue the term of the Partnership by the admission of one or more additional Limited Partners; or

(iv) the dissolution of the Partnership upon election by the General Partner.

(b) Upon dissolution of the Partnership (unless the business of the Partnership is continued pursuant to Section 7.03(b) hereof), the General Partner (or its trustee, receiver, successor or legal representative) shall amend or cancel the Certificate of Limited Partnership and liquidate the Partnership's assets and apply and distribute the proceeds thereof in accordance with Section 5.06 hereof. Notwithstanding the foregoing, the liquidating General Partner may either (i) defer liquidation of, or withhold from distribution for a reasonable time, any assets of the Partnership (including those necessary to satisfy the Partnership's debts and obligations), or (ii) distribute the assets to the Partners in kind.

2.05 Filing of Certificate and Perfection of Limited Partnership. The General Partner shall execute, acknowledge, record and file at the expense of the Partnership a Certificate and any and all amendments thereto and all requisite fictitious name statements and notices in such places and jurisdictions as may be necessary to cause the Partnership to be treated as a limited partnership under, and otherwise to comply with, the laws of each state or other jurisdiction in which the Partnership conducts business.

2.06 Certificates Describing Partnership Units. At the request of a Limited Partner, the General Partner, at its option, may issue a certificate summarizing the terms of such Limited Partner's interest in the Partnership, including the class or series and number of Partnership Units owned and the Percentage Interest represented by such Partnership Units as of the date of such certificate. Any such certificate (i) shall be in form and substance as determined by the General Partner, (ii) shall not be negotiable and (iii) shall bear a legend to the following effect:

THIS CERTIFICATE IS NOT NEGOTIABLE. THE PARTNERSHIP UNITS REPRESENTED BY THIS CERTIFICATE ARE GOVERNED BY AND TRANSFERABLE ONLY IN ACCORDANCE WITH (A) THE PROVISIONS OF THE AGREEMENT OF LIMITED PARTNERSHIP OF ALPINE INCOME PROPERTY OP, LP, AS AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME, AND (B) ANY APPLICABLE FEDERAL OR STATE SECURITIES OR BLUE SKY LAWS.

ARTICLE III
BUSINESS OF THE PARTNERSHIP

The purpose and nature of the business to be conducted by the Partnership is (i) to conduct any business, enterprise or activity that may be lawfully conducted by a limited partnership organized pursuant to the Act, provided that such business shall be limited to and conducted in such a manner as to permit Parent REIT at all times to qualify as a REIT, unless Parent REIT otherwise shall have ceased to, or the Board of Directors determines, pursuant to Section 5.7 of the Charter, that Parent REIT shall no longer qualify as a REIT, (ii) to enter into any partnership, joint venture, business or statutory trust arrangement or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing and (iii) to do anything necessary or incidental to the foregoing. The Partnership may not, without the General Partner's specific consent, which it may give or withhold in its sole and absolute discretion, take or refrain from taking, any action that, in its judgment, in its sole and absolute discretion could (i) adversely affect Parent REIT's ability to continue to qualify as a REIT, (ii) subject Parent REIT to any taxes under Sections 857 or 4981 of the Code or any other related or successor provision under the Code or (iii) violate any law or regulation of any governmental body or agency having jurisdiction over Parent REIT, its securities or the Partnership. In connection with the foregoing, and without limiting Parent REIT's right in its sole and absolute discretion to cease qualifying as a REIT, the Partners acknowledge that Parent REIT intends to elect REIT status and the avoidance of income and excise taxes on Parent REIT inures to the benefit of all the Partners and not solely to Parent REIT or its Affiliates. Notwithstanding the foregoing, the Limited Partners agree that Parent REIT may terminate or revoke its status as a REIT under the Code at any time. Parent REIT shall also be empowered to do any and all acts and things necessary or prudent to ensure that the Partnership will not be classified as a "publicly traded partnership" taxable as a corporation for purposes of Section 7704 of the Code.

ARTICLE IV
CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.01 Capital Contributions. The General Partner and each Limited Partner has made or is deemed to have made a capital contribution to the Partnership in exchange for the Partnership Units set forth opposite such Partner's name on Exhibit A hereto, as it may be amended or restated from time to time by the General Partner to the extent necessary to reflect accurately sales, exchanges or other Transfers, redemptions, Capital Contributions, the issuance of additional Partnership Units or similar events having an effect on a Partner's ownership of Partnership Units.

4.02 Additional Capital Contributions and Issuances of Additional Partnership Units. Except as provided in this Section 4.02 or in Section 4.03 hereof, the Partners shall have no right or obligation to make any additional Capital Contributions or loans to the Partnership. The General Partner may contribute additional capital to the Partnership, from time to time, and receive additional Partnership Interests, in the form of Partnership Units, in respect thereof, in the manner contemplated in this Section 4.02.

(a) Issuances of Additional Partnership Units.

(i) General. As of the effective date of this Agreement, the Partnership shall have two classes of Partnership Units, entitled "Common Units" and "LTIP Units." The General Partner is hereby authorized to cause the Partnership to issue such additional Partnership Interests, in the form of Partnership Units, for any Partnership purpose at any time or from time to time to the Partners (including the General Partner) or to other Persons for such consideration and on such terms and conditions as shall be established by the General Partner in its sole and absolute discretion, all without the approval of any Limited Partners. The General Partner's determination that consideration is adequate shall be conclusive insofar as the adequacy of consideration relates to whether the Partnership Units are validly issued and fully paid. Any additional Partnership Units issued thereby may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties, including rights, powers and duties senior to the then-outstanding Partnership Units held by the Limited Partners, all as shall be determined by the General Partner in its sole and absolute discretion and without the approval of any Limited Partner, subject to Delaware law that cannot be preempted by the terms hereof and, except with respect to LTIP Units, as set forth in a written document hereafter attached to and made an exhibit to this Agreement (each, a "**Partnership Unit Designation**"), which document shall include, without limitation, (i) the allocations of items of Partnership income, gain, loss, deduction and credit to each such class or series of Partnership Units; (ii) the right of each such class or series of Partnership Units to share in Partnership distributions; and (iii) the rights of each such class or series of Partnership Units upon dissolution and liquidation of the Partnership; provided that no additional Partnership Units shall be issued to the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner or Parent REIT) unless:

(1) (A) the additional Partnership Units are issued in connection with an issuance of REIT Shares or other capital stock of, or other interests in, Parent REIT, which REIT Shares, capital stock or other interests have designations, preferences and other rights, all such that the economic interests are substantially similar to the designations, preferences and other rights of the additional Partnership Units issued to the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner) by the Partnership in accordance with this Section 4.02 and (B) the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner or Parent REIT) shall make a Capital Contribution to the Partnership in an amount equal to the cash consideration received by Parent REIT from the issuance of such REIT Shares, capital stock or other interests in Parent REIT;

(2) the additional Partnership Units are issued in connection with an issuance of REIT Shares or other capital stock of, or other interests in, Parent REIT pursuant to a taxable share dividend declared by Parent REIT, which REIT Shares, capital stock or interests have designations, preferences and other rights, all such that the economic interests are substantially similar to the designations, preferences and other rights of the additional Partnership Units issued to the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner or Parent REIT) by the Partnership in accordance with this Section 4.02, provided that (A) if Parent REIT allows the holders of its REIT Shares to elect whether to receive such dividend in REIT Shares or other capital stock of, or other interests in Parent REIT or cash, the Partnership will give the Limited Partners (excluding the General Partner, Parent REIT or any direct or indirect Subsidiary of the General Partner or Parent REIT) the same ability to elect to receive (I) Partnership Units or cash or, (II) at the election of, Parent REIT, REIT Shares, capital stock or other interests in, Parent REIT or cash, and (B) if the Partnership issues additional Partnership Units pursuant to this Section 4.02(a)(i)(2), then an amount of income equal to the value of the Partnership Units received will be allocated to those holders of Common Units that elect to receive additional Partnership Units;

(3) the additional Partnership Units are issued in exchange for property owned by the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner or Parent REIT) with a fair market value, as determined by the General Partner, in good faith, equal to the value of the Partnership Units; or

(4) the additional Partnership Units are issued to all Partners in proportion to their respective Percentage Interests.

Without limiting the foregoing, the General Partner is expressly authorized to cause the Partnership to issue Partnership Units for less than fair market value, so long as the General Partner concludes in good faith that such issuance is in the best interests of the Partnership. Upon the issuance of any additional Partnership Units, the General Partner shall amend Exhibit A as appropriate to reflect such issuance.

(ii) Upon Issuance of Additional Securities. Parent REIT shall not issue any Additional Securities (other than REIT Shares issued in connection with an exchange pursuant to Section 8.04 hereof or REIT Shares or other capital stock of or other interests in Parent REIT issued in connection with a taxable stock dividend as described in Section 4.02(a)(i)(2) hereof) or any transaction that would cause an adjustment to the Conversion Factor or Rights other than to all holders of REIT Shares, Preferred Shares, Junior Shares or New Securities, as the case may be, unless (A) the General Partner shall cause the Partnership to issue to the General Partner or Parent REIT (or any direct or

indirect wholly owned Subsidiary of the General Partner or Parent REIT) Partnership Units or Rights having designations, preferences and other rights, all such that the economic interests are substantially similar to those of the Additional Securities, and (B) Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) contributes the proceeds from the issuance of such Additional Securities and from any exercise of Rights contained in such Additional Securities to the Partnership; provided that Parent REIT is allowed to issue Additional Securities in connection with an acquisition of Property to be held directly by Parent REIT, but if and only if, such direct acquisition and issuance of Additional Securities have been approved by a majority of the Independent Directors. Without limiting the foregoing, Parent REIT is expressly authorized to issue Additional Securities for less than fair market value, and the General Partner is authorized to cause the Partnership to issue to the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of the General Partner) corresponding Partnership Units, so long as (x) the General Partner concludes in good faith that such issuance is in the best interests of Parent REIT and the Partnership and (y) Parent REIT (or any direct or indirect wholly owned Subsidiary of the Parent REIT) contributes all proceeds from such issuance to the Partnership, including without limitation, the issuance of REIT Shares and corresponding Partnership Units pursuant to a stock purchase plan providing for purchases of REIT Shares at a discount from fair market value or pursuant to stock awards, including stock options that have an exercise price that is less than the fair market value of the REIT Shares, either at the time of issuance or at the time of exercise, and restricted or other stock awards approved by the Board of Directors. For example, in the event Parent REIT issues REIT Shares for a cash purchase price and Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) contributes all of the proceeds of such issuance to the Partnership as required hereunder, the General Partner or Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) shall be issued a number of additional Partnership Units equal to the product of (A) the number of such REIT Shares issued by Parent REIT, the proceeds of which were so contributed, multiplied by (B) a fraction, the numerator of which is 100%, and the denominator of which is the Conversion Factor in effect on the date of such contribution.

(b) Certain Contributions of Proceeds of Issuance of REIT Shares. In connection with any and all issuances of REIT Shares, Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) shall make Capital Contributions to the Partnership of the proceeds therefrom (if any), provided that if the proceeds actually received and contributed by Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) are less than the gross proceeds of such issuance as a result of any underwriter's discount, commissions, placement fees or other expenses paid or incurred in connection with such issuance, then Parent REIT (or any direct or indirect wholly owned Subsidiary of Parent REIT) shall be deemed to have made a Capital Contribution to the Partnership in the amount equal to the sum of the net proceeds of such issuance plus the amount of such underwriter's discount, commissions, placement fees or other expenses paid by Parent REIT, and the Partnership shall be deemed simultaneously to have reimbursed such discount, commissions, placement fees and expenses as an Administrative Expense for the benefit of the Partnership for purposes of Section 6.05(b) hereof.

(c) Repurchases of Parent REIT Securities. If Parent REIT shall repurchase shares of any class or series of its capital stock, the purchase price thereof and all costs incurred in connection with such repurchase shall be reimbursed to Parent REIT by the Partnership pursuant to Section 6.05 hereof and Parent REIT shall cause the Partnership to redeem an equivalent number of Partnership Units of the appropriate class or series held by Parent REIT (or any direct or indirect wholly-owned Subsidiary of Parent REIT) (which, in the case of REIT Shares, shall be a number equal to the quotient of the number of such REIT Shares divided by the Conversion Factor).

4.03 Additional Funding. If the General Partner determines that it is in the best interests of the Partnership to provide for additional Partnership funds ("**Additional Funds**") for any Partnership purpose, the General Partner may (i) cause the Partnership to obtain such funds from outside borrowings, or (ii) elect to have the General Partner or any of its Affiliates provide such Additional Funds to the Partnership through loans or otherwise.

4.04 LTIP Units.

(a) Issuance of LTIP Units. Notwithstanding anything contained herein to the contrary, the General Partner may from time to time issue LTIP Units to Persons who provide services to or for the benefit of the Partnership or the General Partner or Parent REIT for such consideration as the General Partner may determine to be appropriate, and admit such Persons as Limited Partners. Subject to the following provisions of this Section 4.04 and the special provisions of Sections 4.05 and 5.01(g) hereof, LTIP Units shall be treated as Common Units, with all of the rights, privileges and obligations attendant thereto. For purposes of computing the Partners' Percentage Interests, holders of LTIP Units shall be treated as Common Unit holders and LTIP Units shall be treated as Common Units. In particular, the Partnership shall maintain at all times a one-to-one correspondence between LTIP Units and Common Units for conversion, distribution and other purposes, including, without limitation, complying with the following procedures:

(i) If an Adjustment Event (as defined below) occurs, then the General Partner shall make a corresponding adjustment to the LTIP Units to maintain a one-for-one conversion and economic equivalence ratio between Common Units and LTIP Units. The following shall be "**Adjustment Events**": (A) the Partnership makes a distribution on all outstanding Common Units in the form of Partnership Units, (B) the Partnership subdivides the outstanding Common Units into a greater number of units or combines the outstanding Common Units into a smaller number of units, or (C) the Partnership issues any Partnership Units in exchange for its outstanding Common Units by way of a reclassification or recapitalization of its Common Units. If more than one Adjustment Event occurs, the adjustment to the LTIP Units need be made only once using a single formula that takes into account each and every Adjustment Event as if all Adjustment Events occurred simultaneously. For the avoidance of doubt, the following shall not be Adjustment Events: (x) the issuance of Partnership Units in a financing, reorganization, acquisition or other similar business Common Unit Transaction, (y) the issuance of Partnership Units pursuant to any employee benefit or compensation plan or distribution reinvestment plan or (z) the issuance of any Partnership Units to the General Partner or Parent REIT (or any direct or indirect wholly-owned Subsidiary of Parent REIT) in respect of a capital contribution to the Partnership of proceeds from the sale of Additional Securities by Parent REIT. If the Partnership takes an action affecting the Common Units other than actions specifically described above as "**Adjustment Events**" and in the opinion of the General Partner such

action would require an adjustment to the LTIP Units to maintain the one-to-one correspondence described above, the General Partner shall have the right to make such adjustment to the LTIP Units, to the extent permitted by law and by any Equity Incentive Plan and Vesting Agreement, in such manner and at such time as the General Partner, in its sole discretion, may determine to be appropriate under the circumstances. If an adjustment is made to the LTIP Units, as herein provided, the Partnership shall promptly file in the books and records of the Partnership an officer's certificate setting forth such adjustment and a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment absent manifest error. Promptly after filing of such certificate, the Partnership shall deliver a notice to each LTIP Unitholder setting forth the adjustment to his or her LTIP Units and the effective date of such adjustment; provided that the failure to deliver such notice shall not invalidate the adjustment or the authority granted hereunder, and

(ii) The LTIP Unitholders shall, when, as and if authorized and declared by the General Partner out of assets legally available for that purpose, be entitled to receive distributions in an amount per LTIP Unit equal to the distributions per Common Unit (the "**Common Partnership Unit Distribution**"), paid to holders of Common Units on such Partnership Record Date established by the General Partner with respect to such distribution, provided, however, that until the Economic Capital Account Balance of the LTIP Units is equal to the Target Balance, the LTIP Units shall be entitled to distributions attributable to the sale or other disposition of an asset of the Partnership only to the extent of any appreciation in value of such asset subsequent to the award date of such LTIP Unit, as determined by the Partnership. So long as any LTIP Units are outstanding, no distributions (whether in cash or in kind) shall be authorized, declared or paid on Common Units, unless equal distributions have been or contemporaneously are authorized, declared and paid on the LTIP Units; provided that the distributions of assets on liquidation, dissolution or winding up shall be made solely in accordance with the Partners' positive Capital Account balances as provided in Section 5.06(a) hereof.

(b) Priority. Subject to the provisions of this Section 4.04, the special provisions of Section 4.05 and Section 5.01(g) hereof and any Vesting Agreement, the LTIP Units shall rank *pari passu* with the Common Units as to the payment of regular and special periodic or other distributions; provided that distributions of assets on liquidation, dissolution or winding up shall be made solely in accordance with the Partners' positive Capital Account balances as provided in Section 5.06(a). As to the payment of distributions and as to distribution of assets upon liquidation, dissolution or winding up, any class or series of Partnership Units which by its terms specifies that it shall rank junior to, on a parity with, or senior to the Common Units shall also rank junior to, or *pari passu* with, or senior to, as the case may be, the LTIP Units; provided that distributions of assets on liquidation, dissolution or winding up shall be made solely in accordance with the Partners' positive Capital Account balances as provided in Section 5.06(a). Subject to the terms of any Vesting Agreement, an LTIP Unitholder shall be entitled to transfer his or her LTIP Units to the same extent, and subject to the same restrictions as holders of Common Units are entitled to transfer their Common Units pursuant to Article IX.

(c) Special Provisions. LTIP Units shall be subject to the following special provisions:

(i) Vesting Agreements. LTIP Units may, in the sole discretion of the General Partner, be issued subject to vesting, forfeiture and additional restrictions on transfer pursuant to the terms of a Vesting Agreement. The terms of any Vesting Agreement may be modified by the General Partner from time to time in its sole discretion, subject to any restrictions on amendment imposed by the relevant Vesting Agreement or by the Equity Incentive Plan, if applicable. LTIP Units that have vested under the terms of a Vesting Agreement are referred to as "**Vested LTIP Units**"; all other LTIP Units shall be treated as "**Unvested LTIP Units.**" Upon grant, the grantee of any LTIP Unit shall be treated as a Partner for all purposes. The Partners acknowledge that the liquidation value of each LTIP Unit shall be zero upon grant, the amount equal to the zero Capital Account balance of such LTIP Unit upon grant, for all purposes (including Section 10.05(d)).

(ii) Forfeiture. Unless otherwise specified in the Vesting Agreement or in any applicable compensatory plan, program or arrangement pursuant to which LTIP Units are issued, upon the occurrence of any event specified in a Vesting Agreement, plan, program or arrangement as resulting in either the right of the Partnership or the General Partner to repurchase LTIP Units at a specified purchase price or some other forfeiture of any LTIP Units, then if the Partnership or the General Partner exercises such right to repurchase or forfeiture or upon the occurrence of the event causing forfeiture in accordance with the applicable Vesting Agreement, plan, program or arrangement, the relevant LTIP Units shall immediately, and without any further action, be treated as cancelled and no longer outstanding for any purpose. Unless otherwise specified in the Vesting Agreement, plan, program or arrangement, no consideration or other payment shall be due with respect to any LTIP Units that have been forfeited, other than any distributions declared with respect to a Partnership Record Date prior to the effective date of the forfeiture. In connection with any repurchase or forfeiture of LTIP Units, the balance of the portion of the Capital Account of the LTIP Unitholder that is attributable to all of such LTIP Unitholder's LTIP Units shall be reduced by the amount, if any, by which it exceeds the Target Balance contemplated by Section 5.01(g), calculated with respect to the LTIP Unitholder's remaining LTIP Units, if any.

(iii) Allocations. LTIP Unitholders shall be entitled to certain special allocations of gain under Section 5.01(g) hereof.

(iv) Redemption. The Redemption Right provided to Limited Partners under Section 8.04 hereof shall not apply with respect to LTIP Units unless and until they are converted to Common Units as provided in clause (v) below and Section 4.05 hereof.

(v) Conversion to Common Units. Vested LTIP Units are eligible to be converted into Common Units in accordance with Section 4.05 hereof.

(vi) Tax Treatment. The Partners intend that the LTIP Units shall be classified as "profits interests" within the meaning of IRS Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993), as clarified by IRS Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001), and the provisions of this Agreement shall be interpreted in a manner consistent with this intent.

(d) Voting. LTIP Unitholders shall (a) have the same voting rights as the holders of Common Units, with all Vested LTIP Units and Unvested LTIP Units voting as a single class with the Common Units and having one vote per LTIP Unit; and (b) have the additional voting rights that are expressly set forth below. So long as any LTIP Units remain outstanding, the Partnership shall not, without the affirmative vote of the holders of a majority of the LTIP Units (Vested LTIP Units and Unvested LTIP Units) outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting separately as a class), amend, alter or repeal, whether by merger, consolidation or otherwise, the provisions of this Agreement applicable to LTIP Units so as to materially and adversely affect (as determined in good faith by the General Partner) any right, privilege or voting power of the LTIP Units or the LTIP Unitholders as such, unless such amendment, alteration, or repeal affects equally, ratably and proportionately the rights, privileges and voting powers of the holders of Common Units; but subject, in any event, to the following provisions:

(i) With respect to any Common Unit Transaction, so long as the LTIP Units are treated in accordance with Section 4.05(f) hereof, the consummation of such Common Unit Transaction shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers of the LTIP Units or the LTIP Unitholders as such; and

(ii) Any creation or issuance of any Partnership Units or of any class or series of Partnership Interest including without limitation additional Common Units or LTIP Units, whether ranking senior to, junior to, or on a parity with the LTIP Units with respect to distributions and the distribution of assets upon liquidation, dissolution or winding up, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers of the LTIP Units or the LTIP Unitholders as such.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required will be effected, all outstanding LTIP Units shall have been converted into Common Units.

4.05 Conversion of LTIP Units.

(a) Subject to the provisions of this Section 4.05, an LTIP Unitholder shall have the right (the "**Conversion Right**"), at such holder's option, at any time to convert all or a portion of such holder's Vested LTIP Units into Common Units; provided that a holder may not exercise the Conversion Right for less than 1,000 Vested LTIP Units or, if such holder holds less than 1,000 Vested LTIP Units, all of the Vested LTIP Units held by such holder. LTIP Unitholders shall not have the right to convert Unvested LTIP Units into Common Units until they become Vested LTIP Units; provided that when an LTIP Unitholder is notified of the expected occurrence of an event that will cause such LTIP Unitholder's Unvested LTIP Units to become Vested LTIP Units, such LTIP Unitholder may give the Partnership a Conversion Notice conditioned upon and effective as of the time of vesting and such Conversion Notice, unless subsequently revoked by the LTIP Unitholder, shall be accepted by the Partnership subject to such condition. The General Partner shall have the right at any time to cause a conversion of Vested LTIP Units into Common Units. In all cases, the conversion of any LTIP Units into Common Units shall be subject to the conditions and procedures set forth in this Section 4.05.

(b) A holder of Vested LTIP Units may convert such LTIP Units into an equal number of fully paid and non-assessable Common Units, giving effect to all adjustments (if any) made pursuant to Section 4.04 hereof. Notwithstanding the foregoing, in no event may a holder of Vested LTIP Units convert a number of Vested LTIP Units that exceeds (x) the Economic Capital Account Balance of such Limited Partner, to the extent attributable to its ownership of LTIP Units, divided by (y) the Common Unit Economic Balance, in each case as determined as of the effective date of conversion (the "**Capital Account Limitation**").

In order to exercise the Conversion Right, an LTIP Unitholder shall deliver a notice (a "**Conversion Notice**") in the form attached as Exhibit D hereto to the Partnership (with a copy to the General Partner) not less than ten nor more than 60 days prior to a date (the "**Conversion Date**") specified in such Conversion Notice; provided that if the General Partner has not given to the LTIP Unitholders notice of a proposed or upcoming Common Unit Transaction at least 30 days prior to the effective date of such Common Unit Transaction, then LTIP Unitholders shall have the right to deliver a Conversion Notice until the earlier of (x) the tenth day after such notice from the General Partner of a Common Unit Transaction or (y) the third Trading Day immediately preceding the effective date of such Common Unit Transaction. A Conversion Notice shall be provided in the manner provided in Section 12.01 hereof. Each LTIP Unitholder covenants and agrees with the Partnership that all Vested LTIP Units to be converted pursuant to this Section 4.05(b) shall be free and clear of all liens, claims and encumbrances. Notwithstanding anything herein to the contrary, a holder of LTIP Units may deliver a Notice of Redemption pursuant to Section 8.04(a) hereof relating to those Common Units that will be issued to such holder upon conversion of such LTIP Units into Common Units in advance of the Conversion Date; provided that the redemption of such Common Units by the Partnership shall in no event take place until after the Conversion Date. For clarity, it is noted that the objective of this paragraph is to put an LTIP Unitholder in a position where, if such holder so wishes, the Common Units into which such holder's Vested LTIP Units will be converted can be tendered to the Partnership for redemption simultaneously with such conversion, with the further consequence that, if Parent REIT elects to assume the Partnership's redemption obligation with respect to such Common Units under Section 8.04(b) hereof by delivering to such holder the REIT Shares Amount, then such holder can have the REIT Shares Amount issued to such holder simultaneously with the conversion of such holder's Vested LTIP Units into Common Units. The General Partner and LTIP Unitholder shall reasonably cooperate with each other to coordinate the timing of the events described in the foregoing sentence.

(c) The Partnership, at any time at the election of the General Partner, may cause any number of Vested LTIP Units held by an LTIP Unitholder to be converted (a "**Forced Conversion**") into an equal number of Common Units, giving effect to all adjustments (if any) made pursuant to Section 4.04 hereof; provided that the Partnership may not cause Forced Conversion of any LTIP Units that would not at the time be eligible for conversion at the option of such LTIP Unitholder pursuant to Section 4.05(b) hereof. In order to exercise its right of Forced Conversion, the Partnership shall deliver a notice (a "**Forced Conversion Notice**") in the form attached as Exhibit E hereto to the applicable LTIP Unitholder not less than ten nor more than 60 days prior to the Conversion Date specified in such Forced Conversion Notice. A Forced Conversion Notice shall be provided in the manner provided in Section 12.01 hereof and shall be revocable by the General Partner at any time prior to the Forced Conversion.

(d) A conversion of Vested LTIP Units for which the holder thereof has given a Conversion Notice or the Partnership has given a Forced Conversion Notice shall occur automatically after the close of business on the applicable Conversion Date without any action on the part of such LTIP Unitholder, as of which time such LTIP Unitholder shall be credited on the books and records of the Partnership with the issuance as of the opening of business on the next day of the number of Common Units issuable upon such conversion. After the conversion of LTIP Units as aforesaid, the Partnership shall deliver to such LTIP Unitholder, upon his or her written request, a certificate of the General Partner certifying the number of Common Units and remaining LTIP Units, if any, held by such person immediately after such conversion. The Assignee of any Limited Partner pursuant to Article IX hereof may exercise the rights of such Limited Partner pursuant to this Section 4.05 and such Limited Partner shall be bound by the exercise of such rights by the Assignee.

(e) For purposes of making future allocations under Section 5.01(g) hereof and applying the Capital Account Limitation, the portion of the Economic Capital Account Balance of the applicable LTIP Unitholder that is treated as attributable to his or her LTIP Units shall be reduced, as of the date of conversion, by the product of the number of LTIP Units converted and the Common Unit Economic Balance.

(f) If the Partnership, the General Partner or Parent REIT shall be a party to any Common Unit Transaction (including without limitation a merger, consolidation, unit exchange, self tender offer for all or substantially all Common Units or other business combination or reorganization, or sale of all or substantially all of the Partnership's assets, but excluding any Common Unit Transaction which constitutes an Adjustment Event) in each case as a result of which Common Units shall be exchanged for or converted into the right, or the holders of Common Units shall otherwise be entitled, to receive cash, securities or other property or any combination thereof (each of the foregoing being referred to herein as a "**Common Unit Transaction**"), then the General Partner shall, subject to the terms of any applicable Equity Incentive Plan or Vesting Agreement, exercise immediately prior to the Common Unit Transaction its right to cause a Forced Conversion with respect to the maximum number of LTIP Units then eligible for conversion, taking into account any allocations that occur in connection with the Common Unit Transaction or that would occur in connection with the Common Unit Transaction if the assets of the Partnership were sold at the Common Unit Transaction price or, if applicable, at a value determined by the General Partner in good faith using the value attributed to the Partnership Units in the context of the Common Unit Transaction (in which case the Conversion Date shall be the effective date of the Common Unit Transaction).

In anticipation of such Forced Conversion and the consummation of the Common Unit Transaction, the Partnership shall use commercially reasonable efforts to cause each LTIP Unitholder to be afforded the right to receive in connection with such Common Unit Transaction in consideration for the Common Units into which such LTIP Unitholder's LTIP Units will be converted the same kind and amount of cash, securities and other property (or any combination thereof) receivable upon the consummation of such Common Unit Transaction by a holder of the

same number of Common Units, assuming such holder of Common Units is not a Person with which the Partnership consolidated or into which the Partnership merged or which merged into the Partnership or to which such sale or transfer was made, as the case may be (a "**Constituent Person**"), or an affiliate of a Constituent Person. In the event that holders of Common Units have the opportunity to elect the form or type of consideration to be received upon consummation of the Common Unit Transaction, prior to such Common Unit Transaction, the General Partner shall give prompt written notice to each LTIP Unitholder of such election, and shall use commercially reasonable efforts to afford the LTIP Unitholders the right to elect, by written notice to the General Partner, the form or type of consideration to be received upon conversion of each LTIP Unit held by such holder into Common Units in connection with such Common Unit Transaction. If an LTIP Unitholder fails to make such an election, such holder (and any of its transferees) shall receive upon conversion of each LTIP Unit held by such LTIP Unitholder (or by any of such LTIP Unitholder's transferees) the same kind and amount of consideration that a holder of a Common Unit would receive if such Common Unit holder failed to make such an election.

Subject to the rights of the Partnership and the General Partner under any Vesting Agreement and any Equity Incentive Plan, the Partnership shall use commercially reasonable efforts to cause the terms of any Common Unit Transaction to be consistent with the provisions of this Section 4.05(f) and to enter into an agreement with the successor or purchasing entity, as the case may be, for the benefit of any LTIP Unitholders whose LTIP Units will not be converted into Common Units in connection with the Common Unit Transaction that will (i) contain provisions enabling the holders of LTIP Units that remain outstanding after such Common Unit Transaction to convert their LTIP Units into securities as comparable as reasonably possible under the circumstances to the Common Units and (ii) preserve as far as reasonably possible under the circumstances the distribution, special allocation, conversion, and other rights set forth in this Agreement for the benefit of the LTIP Unitholders.

4.06 Capital Accounts. A separate capital account (a "**Capital Account**") shall be established and maintained for each Partner in accordance with Regulations Section 1.704-1(b)(2)(iv). If (i) a new or existing Partner acquires an additional Partnership Interest in exchange for more than a *de minimis* Capital Contribution, (ii) the Partnership distributes to a Partner more than a *de minimis* amount of Partnership property as consideration for a Partnership Interest, (iii) the Partnership is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g) or (iv) the Partnership grants a Partnership Interest (other than a *de minimis* Partnership Interest) as consideration for the provision of services to or for the benefit of the Partnership to an existing Partner acting in a Partner capacity, or to a new Partner acting in a Partner capacity or in anticipation of being a Partner, the General Partner shall revalue the property of the Partnership to its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701(g) of the Code) in accordance with Regulations Section 1.704-1(b)(2)(iv)(f); provided that (i) the issuance of any LTIP Unit shall be deemed to require a revaluation pursuant to this Section 4.06 and (ii) the General Partner may elect not to revalue the property of the Partnership in connection with the issuance of additional Partnership Units pursuant to Section 4.02 to the extent it determines, in its sole and absolute discretion, that revaluing the property of the Partnership is not necessary or appropriate to reflect the relative economic interests of the Partners. When the Partnership's property is revalued by the General Partner, the Capital Accounts of the Partners shall be adjusted in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f) and (g), which generally require such Capital Accounts to be adjusted to reflect the

manner in which the unrealized gain or loss inherent in such property (that has not been reflected in the Capital Accounts previously) would be allocated among the Partners pursuant to Section 5.01 hereof if there were a taxable disposition of such property for its fair market value (as determined by the General Partner, in its sole and absolute discretion, and taking into account Section 7701(g) of the Code) on the date of the revaluation.

4.07 Percentage Interests. If the number of outstanding Common Units or other class or series of Partnership Units increases or decreases during a taxable year, each Partner's Percentage Interest shall be adjusted by the General Partner effective as of the effective date of each such increase or decrease to a percentage equal to the number of Common Units or other class or series of Partnership Units held by such Partner divided by the aggregate number of Common Units or other class or series of Partnership Units, as applicable, outstanding after giving effect to such increase or decrease. If the Partners' Percentage Interests are adjusted pursuant to this Section 4.07, the Profits and Losses for the taxable year in which the adjustment occurs shall be allocated between the part of the year ending on the day when that adjustment occurs and the part of the year beginning on the following day either (i) as if the taxable year had ended on the date of the adjustment or (ii) based on the number of days in each part. The General Partner, in its sole and absolute discretion, shall determine which method shall be used to allocate Profits and Losses for the taxable year in which the adjustment occurs. The allocation of Profits and Losses for the earlier part of the year shall be based on the Percentage Interests before adjustment, and the allocation of Profits and Losses for the later part shall be based on the adjusted Percentage Interests. In the event that there is an increase or decrease in the number of outstanding Partnership Units (other than Common Units or LTIP Units) during a taxable year, the General Partner shall have similar discretion, as provided in the preceding sentences of this Section 4.07, to allocate items of Profit and Loss between the part of the year ending on the day when that increase or decrease occurs and the part of the year beginning on the following day, and that allocation shall take into account the Partners' relative interests in those items of Profit and Loss before and after such increase or decrease.

4.08 No Interest on Contributions. No Partner shall be entitled to interest on its Capital Contribution.

4.09 Return of Capital Contributions. No Partner shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. Except as otherwise provided herein, there shall be no obligation to return to any Partner or withdrawn Partner any part of such Partner's Capital Contribution for so long as the Partnership continues in existence.

4.10 No Third-Party Beneficiary. No creditor or other third party having dealings with the Partnership shall have the right to enforce the right or obligation of any Partner to make Capital Contributions or loans or to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement, except as provided in Section 6.03(h) hereof, shall be solely for the benefit of, and may be enforced solely by, the parties to this Agreement and their respective permitted successors and assigns. None of the rights or obligations of the Partners herein set forth to make Capital Contributions or loans to the Partnership shall be deemed an asset of the Partnership for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the Partnership or pledged

or encumbered by the Partnership to secure any debt or other obligation of the Partnership or of any of the Partners. In addition, it is the intent of the parties hereto that no distribution to any Limited Partner shall be deemed a return of money or other property in violation of the Act. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to return such money or property, such obligation shall be the obligation of such Limited Partner and not of the General Partner. Without limiting the generality of the foregoing, a deficit Capital Account of a Partner shall not be deemed to be a liability of such Partner nor an asset or property of the Partnership.

ARTICLE V
PROFITS AND LOSSES; DISTRIBUTIONS

5.01 Allocation of Profit and Loss.

(a) Profit. Profit of the Partnership for each fiscal year of the Partnership shall be allocated to the Partners in accordance with their respective Percentage Interests.

(b) Loss. Loss of the Partnership for each fiscal year of the Partnership shall be allocated to the Partners in accordance with their respective Percentage Interests.

(c) Minimum Gain Chargeback. Notwithstanding any provision to the contrary, (i) any expense of the Partnership that is a "nonrecourse deduction" within the meaning of Regulations Section 1.704-2(b)(1) shall be allocated in accordance with the Partners' respective Percentage Interests, (ii) any expense of the Partnership that is a "partner nonrecourse deduction" within the meaning of Regulations Section 1.704-2(i)(2) shall be allocated to the Partner that bears the "economic risk of loss" of such deduction in accordance with Regulations Section 1.704-2(i)(1), (iii) if there is a net decrease in Partnership Minimum Gain within the meaning of Regulations Section 1.704-2(f)(1) for any Partnership taxable year, then, subject to the exceptions set forth in Regulations Section 1.704-2(f)(2),(3), (4) and (5), items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(f) and the ordering rules contained in Regulations Section 1.704-2(j), and (iv) if there is a net decrease in Partner Nonrecourse Debt Minimum Gain within the meaning of Regulations Section 1.704-2(i)(4) for any Partnership taxable year, then, subject to the exceptions set forth in Regulations Section 1.704(2)(g), items of gain and income shall be allocated among the Partners in accordance with Regulations Section 1.704-2(i)(4) and the ordering rules contained in Regulations Section 1.704-2(j). The manner in which it is reasonably expected that the deductions attributable to nonrecourse liabilities will be allocated for purposes of determining a Partner's share of the nonrecourse liabilities of the Partnership within the meaning of Regulations Section 1.752-3(a)(3) shall be in accordance with a Partner's Percentage Interest.

(d) Qualified Income Offset. If a Partner receives in any taxable year an adjustment, allocation or distribution described in subparagraphs (4), (5) or (6) of Regulations Section 1.704-1(b)(2)(ii)(d) that causes or increases a deficit balance in such Partner's Capital Account that exceeds the sum of such Partner's shares of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, as determined in accordance with Regulations Sections 1.704-2(g) and 1.704-2(i), such Partner shall be allocated specially for such taxable year (and, if necessary, later taxable years) items of income and gain in an amount and manner sufficient to

eliminate such deficit Capital Account balance as quickly as possible as provided in Regulations Section 1.704-1(b)(2)(ii)(d). After the occurrence of an allocation of income or gain to a Partner in accordance with this Section 5.01(d), to the extent permitted by Regulations Section 1.704-1(b), items of expense or loss shall be allocated to such Partner in an amount necessary to offset the income or gain previously allocated to such Partner under this Section 5.01(d).

(e) Capital Account Deficits. Loss shall not be allocated to a Limited Partner to the extent that such allocation would cause a deficit in such Partner's Capital Account (after reduction to reflect the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)) to exceed the sum of such Partner's shares of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain. Any Loss in excess of that limitation shall be allocated to the General Partner. After the occurrence of an allocation of Loss to the General Partner in accordance with this Section 5.01(e), to the extent permitted by Regulations Section 1.704-1(b), Profit first shall be allocated to the General Partner in an amount necessary to offset the Loss previously allocated to the General Partner under this Section 5.01(e).

(f) Allocations Between Transferor and Transferee. If a Partner transfers any part or all of its Partnership Interest, the distributive shares of the various items of Profit and Loss allocable among the Partners during such fiscal year of the Partnership shall be allocated between the transferor and the transferee Partner either (i) as if the Partnership's fiscal year had ended on the date of the transfer or (ii) based on the number of days of such fiscal year that each was a Partner without regard to the results of Partnership activities in the respective portions of such fiscal year in which the transferor and the transferee were Partners. The General Partner, in its sole and absolute discretion, shall determine which method shall be used to allocate the distributive shares of the various items of Profit and Loss between the transferor and the transferee Partner.

(g) Special Allocations Regarding LTIP Units. Notwithstanding the provisions of Sections 5.01(a) and (b) hereof, Liquidating Gains shall first be allocated to the LTIP Unitholders until their Economic Capital Account Balances, to the extent attributable to their ownership of LTIP Units, are equal to (i) the Common Unit Economic Balance, multiplied by (ii) the number of their LTIP Units (the "**Target Balance**") and thereafter shall be allocated in accordance with Section 5.01(a); provided, however, that unless otherwise specified by the General Partner in the grant of specific LTIP Units, no such Liquidating Gains will be allocated with respect to any particular LTIP Unit unless and to the extent that such Liquidating Gains, when aggregated with other Liquidating Gains realized since the issuance of such LTIP Unit, exceed Liquidating Losses realized since the issuance of such LTIP Unit. Liquidating Gains that cannot be allocated to LTIP Unitholders by reason of the proviso in the immediately preceding sentence shall be allocated to the holders of Common Units. Liquidating Gains otherwise allocable to the LTIP Unitholders pursuant to the second preceding sentence shall be allocated (i) on a "first-in, first-out" basis with respect to LTIP Units issued on different dates and (ii) on an equal basis with respect to LTIP Units issued on the same date (i.e., Liquidating Gains shall be allocated first to the LTIP Units that were issued on the earliest date, and then with respect to such LTIP Units, equally among such LTIP Units). For this purpose, "**Liquidating Gains**" means net capital gains realized in connection with the actual or hypothetical sale of all or substantially all of the assets of the Partnership, including but not limited to net capital gain realized in connection with an adjustment to the value of Partnership assets under Section 704(b) of the Code. "**Liquidating Losses**" means any net capital loss realized in connection with any such event. The "**Economic Capital Account**

Balances" of the LTIP Unit holders will be equal to their Capital Account balances plus shares of Partner Nonrecourse Debt Minimum Gain or Partnership Minimum Gain (after reduction to reflect the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)) to the extent attributable to their ownership of LTIP Units. Similarly, the "**Common Unit Economic Balance**" shall mean (i) the Capital Account balance of Parent REIT, plus the amount of Parent REIT's share of any Partner Nonrecourse Debt Minimum Gain or Partnership Minimum Gain (after reduction to reflect the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)), in either case to the extent attributable to Parent REIT's direct or indirect ownership of Common Units and computed on a hypothetical basis after taking into account all allocations through the date on which any allocation is made under this Section 5.01(g), divided by (ii) the number of Common Units directly or indirectly owned by Parent REIT. Any such allocations shall be made among the LTIP Unitholders in proportion to the amounts required to be allocated to each under this Section 5.01(g). The parties agree that the intent of this Section 5.01(g) is to make the Capital Account balance associated with each LTIP Unit to be economically equivalent to the Capital Account balance associated with Common Units directly or indirectly owned by Parent REIT (on a per-Unit basis). The General Partner shall be permitted to interpret this Section 5.01(g) or to amend this Agreement to the extent necessary and consistent with this intention.

(h) Definition of Profit and Loss. "**Profit**" and "**Loss**" and any items of income, gain, expense or loss referred to in this Agreement shall be determined in accordance with federal income tax accounting principles, as modified by Regulations Section 1.704-1(b)(2)(iv), except that Profit and Loss shall not include items of income, gain and expense that are specially allocated pursuant to Sections 5.01(c), (d) or (e) hereof. All allocations of income, Profit, gain, Loss and expense (and all items contained therein) for federal income tax purposes shall be identical to all allocations of such items set forth in this Section 5.01, except as otherwise required by Section 704(c) of the Code and Regulations Section 1.704-1(b)(4). With respect to properties acquired by the Partnership, the General Partner shall have the authority to elect the method to be used by the Partnership for allocating items of income, gain and expense as required by Section 704(c) of the Code with respect to such properties, and such election shall be binding on all Partners.

(i) Preferred Units. The General Partner shall amend this agreement from time to time to reflect the allocation of profit and loss in connection with priority distributions on any preferred units of limited partnership issued by the Partnership.

(j) Profits Interests. LTIP Units are intended to constitute "profits interests" within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343 (June 9, 1993), and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001). For any fiscal year in which distributions are actually made to holders of LTIP Units, after all other allocations have been tentatively made pursuant to this Section 5.01, if necessary to cause the Capital Accounts relating to any LTIP Units to be equal (immediately before such distributions and so as to avoid negative Capital Accounts) to the amounts distributed to the holders of the LTIP Units, the General Partner, in its discretion, may allocate appropriate items of gross income that are accrued and realized following the issuance of the relevant LTIP Units to the holders of such LTIP Units. If there are insufficient items of gross income to be allocated to the holders of the LTIP Units, then such distributions shall, to the extent of such excess, be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code.

5.02 Distribution of Cash.

(a) Subject to Sections 5.02(c), (d), (e) and (f) hereof and to the terms of any Partnership Unit Designation, the Partnership shall distribute cash at such times and in such amounts as are determined by the General Partner in its sole and absolute discretion, to the Partners who are Partners on the Partnership Record Date with respect to such quarter (or other distribution period) in proportion with their respective Common Units on the Partnership Record Date.

(b) In accordance with Section 4.04(a)(ii) hereof, the LTIP Unitholders shall be entitled to receive distributions in an amount per LTIP Unit equal to the Common Partnership Unit Distribution.

(c) In the General Partner's discretion, distributions made pursuant to this Section 5.02 may be adjusted as necessary to ensure that the amount apportioned to each LTIP Unit does not exceed the amount attributable to items of Partnership income or gain realized after the date such LTIP Unit was issued by the Partnership. The intent of this Section 5.02(c) is to ensure that any LTIP Units qualify as "profits interests" under Revenue Procedure 93-27,1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001), and Section 5.02 shall be interpreted and applied consistently therewith. The General Partner at its discretion may amend this Section 5.02(c) to ensure that any LTIP Units will qualify as "profits interests" under Revenue Procedure 93-27,1993-2 C.B. 343 (June 9, 1993) and Revenue Procedure 2001-43, 2001-2 C.B. 191 (August 3, 2001) (and any other similar rulings or regulations that may be in effect at such time).

(d) If a new or existing Partner acquires additional Partnership Units in exchange for a Capital Contribution on any date other than a Partnership Record Date (other than Partnership Units acquired by the General Partner or Parent REIT (or any direct or indirect wholly owned subsidiary of Parent REIT) in connection with the issuance of additional REIT Shares or Additional Securities), the cash distribution attributable to such additional Partnership Units relating to the Partnership Record Date next following the issuance of such additional Partnership Units shall be reduced in the proportion to (i) the number of days that such additional Partnership Units are held by such Partner bears to (ii) the number of days between such Partnership Record Date and the immediately preceding Partnership Record Date.

(e) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that it determines to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under the Code or any other federal, state or local law including, without limitation, pursuant to Sections 1441, 1442, 1445, 1446 and 1471-1474 of the Code. To the extent that the Partnership is required to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to a Partner or assignee (including by reason of Section 1446 of the Code), either (i) if the actual amount to be distributed to the Partner (the "**Distributable Amount**") equals or exceeds the Withheld Amount, the entire Distributable Amount shall be treated as a distribution of cash to such Partner, or (ii) if the Distributable Amount is less than the Withheld Amount, the excess of the Withheld Amount over the Distributable Amount shall be treated as a Partnership Loan from the Partnership to the Partner on the day the Partnership pays over such amount to a taxing authority. A Partnership Loan shall be repaid upon the demand of the Partnership or, alternatively, through

withholding by the Partnership with respect to subsequent distributions to the applicable Partner or assignee. In the event that a Limited Partner fails to pay any amount owed to the Partnership with respect to the Partnership Loan within 15 days after demand for payment thereof is made by the Partnership on the Limited Partner, the General Partner, in its sole and absolute discretion, may elect to make the payment to the Partnership on behalf of such Defaulting Limited Partner. In such event, on the date of payment, the General Partner shall be deemed to have extended a General Partner Loan to the Defaulting Limited Partner in the amount of the payment made by the General Partner and shall succeed to all rights and remedies of the Partnership against the Defaulting Limited Partner as to that amount. Without limitation, the General Partner shall have the right to receive any distributions that otherwise would be made by the Partnership to the Defaulting Limited Partner until such time as the General Partner Loan has been paid in full, and any such distributions so received by the General Partner shall be treated as having been received by the Defaulting Limited Partner and immediately paid to the General Partner.

Any amounts treated as a Partnership Loan or a General Partner Loan pursuant to this Section 5.02(e) shall bear interest at the lesser of (i) 300 basis points above the base rate on corporate loans at large United States money center commercial banks, as published from time to time in The Wall Street Journal, or, if not so published, in any similar publication or (ii) the maximum lawful rate of interest on such obligation, such interest to accrue from the date the Partnership or the General Partner, as applicable, is deemed to extend the loan until such loan is repaid in full.

(f) In no event may a Partner receive a distribution of cash with respect to a Partnership Unit if such Partner is entitled to receive a cash dividend or other distribution of cash as the holder of record of a REIT Share for which all or part of such Partnership Unit has been or will be redeemed.

5.03 REIT Distribution Requirements. The General Partner shall use commercially reasonable efforts to cause the Partnership to distribute amounts sufficient to enable Parent REIT to pay distributions to its stockholders that will allow Parent REIT to (i) meet its distribution requirement for qualification as a REIT as set forth in Section 857 of the Code and (ii) avoid any federal income or excise tax liability imposed by the Code, other than to the extent Parent REIT elects to retain and pay income tax on its net capital gain.

5.04 No Right to Distributions in Kind. No Partner shall be entitled to demand property other than cash in connection with any distributions by the Partnership.

5.05 Limitations on Return of Capital Contributions. Notwithstanding any of the provisions of this Article V, no Partner shall have the right to receive, and the General Partner shall not have the right to make, a distribution that includes a return of all or part of a Partner's Capital Contributions, unless after giving effect to the return of a Capital Contribution, the sum of all Partnership liabilities, other than the liabilities to a Partner for the return of his Capital Contribution, does not exceed the fair market value of the Partnership's assets.

5.06 Distributions Upon Liquidation.

(a) Upon liquidation of the Partnership, after payment of, or adequate provision for, debts and obligations of the Partnership, including any Partner loans, any remaining assets of the Partnership shall be distributed to all Partners with positive Capital Accounts in accordance with their respective positive Capital Account balances.

(b) For purposes of Section 5.06(a) hereof, the Capital Account of each Partner shall be determined after all adjustments made in accordance with Sections 5.01 and 5.02 hereof resulting from Partnership operations and from all sales and dispositions of all or any part of the Partnership's assets.

(c) Any distributions pursuant to this Section 5.06 shall be made by the end of the Partnership's taxable year in which the liquidation occurs (or, if later, within 90 days after the date of the liquidation). To the extent deemed advisable by the General Partner, appropriate arrangements (including the use of a liquidating trust) may be made to assure that adequate funds are available to pay any contingent debts or obligations.

5.07 Substantial Economic Effect. It is the intent of the Partners that the allocations of Profit and Loss under this Agreement have substantial economic effect (or be consistent with the Partners' interests in the Partnership in the case of the allocation of losses attributable to nonrecourse debt) within the meaning of Section 704(b) of the Code as interpreted by the Regulations promulgated pursuant thereto. Article V and other relevant provisions of this Agreement shall be interpreted in a manner consistent with such intent.

ARTICLE VI
RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

6.01 Management of the Partnership.

(a) Except as otherwise expressly provided in this Agreement, the General Partner shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes herein stated, and shall make all decisions affecting the business and assets of the Partnership, including whether to cause changes in the Partnership's business activities. Subject to the restrictions specifically contained in this Agreement, the powers of the General Partner shall include, without limitation, the authority to take the following actions on behalf of the Partnership:

(i) to acquire, purchase, own, operate, lease and dispose of any real property and any other property or assets including, but not limited to, notes and mortgages that the General Partner determines are necessary or appropriate in the business of the Partnership;

(ii) to construct buildings and make other improvements on the properties owned or leased by the Partnership;

(iii) to authorize, issue, sell, redeem or otherwise purchase any Partnership Units or any securities of the Partnership (including secured and unsecured debt obligations of the Partnership, debt obligations of the Partnership convertible into any class or series of Partnership Units, or Rights relating to any class or series of Partnership Units);

(iv) to borrow or lend money for the Partnership, issue or receive evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any such indebtedness, and secure indebtedness by mortgage, deed of trust, pledge or other lien on the Partnership's assets;

(v) to pay, either directly or by reimbursement, all operating costs and general administrative expenses of the Partnership to third parties or to the General Partner or its Affiliates as set forth in this Agreement;

(vi) to guarantee or become a co-maker of indebtedness of any Subsidiary of the General Partner or the Partnership, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any such guarantee or indebtedness, and secure such guarantee or indebtedness by mortgage, deed of trust, pledge or other lien on the Partnership's assets;

(vii) to use assets of the Partnership (including, without limitation, cash on hand) for any purpose consistent with this Agreement, including, without limitation, payment, either directly or by reimbursement, of all operating costs and general and administrative expenses of Parent REIT, the General Partner, the Partnership or any Subsidiary of the foregoing, to third parties or to Parent REIT or the General Partner as set forth in this Agreement;

(viii) to lease all or any portion of any of the Partnership's assets, whether or not the terms of such leases extend beyond the termination date of the Partnership and whether or not any portion of the Partnership's assets so leased are to be occupied by the lessee, or, in turn, subleased in whole or in part to others, for such consideration and on such terms as the General Partner may determine and to further lease property from third parties, including ground leases;

(ix) to prosecute, defend, arbitrate or compromise any and all claims or liabilities in favor of or against the Partnership, on such terms and in such manner as the General Partner may reasonably determine, and similarly to prosecute, settle or defend litigation with respect to the Partners, the Partnership or the Partnership's assets;

(x) to file applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any other aspect of the Partnership's business;

(xi) to make or revoke any election permitted or required of the Partnership by any taxing authority;

(xii) to maintain such insurance coverage for public liability, fire and casualty, and any and all other insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership, in such amounts and such types, as it shall determine from time to time;

(xiii) to determine whether or not to apply any insurance proceeds for any property to the restoration of such property or to distribute the same;

(xiv) to establish one or more divisions of the Partnership, to hire and dismiss employees of the Partnership or any division of the Partnership, and to retain legal counsel, accountants, consultants, real estate brokers and such other persons as the General Partner may deem necessary or appropriate in connection with the Partnership business and to pay therefor such reasonable remuneration as the General Partner may deem reasonable and proper;

(xv) to retain other services of any kind or nature in connection with the Partnership business, and to pay therefor such remuneration as the General Partner may deem reasonable and proper;

(xvi) to negotiate and conclude agreements on behalf of the Partnership with respect to any of the rights, powers and authority conferred upon the General Partner;

(xvii) to maintain accurate accounting records and to file promptly all federal, state and local income tax returns on behalf of the Partnership;

(xviii) to distribute Partnership cash or other Partnership assets in accordance with this Agreement;

(xix) to form or acquire an interest in, and contribute property to, any further limited or general partnerships, joint ventures or other relationships that it deems desirable (including, without limitation, the acquisition of interests in, and the contributions of property to, its Subsidiaries and any other Person in which it has an equity interest from time to time);

(xx) to establish Partnership reserves for working capital, capital expenditures, contingent liabilities or any other valid Partnership purpose;

(xxi) to merge, consolidate or combine the Partnership with or into another Person;

(xxii) to enter into and perform obligations under underwriting or other agreements in connection with issuances of securities by the Partnership or the General Partner or any affiliate thereof;

(xxiii) to do any and all acts and things necessary or prudent to ensure that the Partnership will not be classified as a “publicly traded partnership” taxable as a corporation under Section 7704 of the Code or an “investment company” or a Subsidiary of an investment company under the Investment Company Act of 1940; and

(xxiv) to take such other action, execute, acknowledge, swear to or deliver such other documents and instruments, and perform any and all other acts that the General Partner deems necessary or appropriate for the formation, continuation and conduct of the business and affairs of the Partnership (including, without limitation, all actions consistent with allowing Parent REIT at all times to qualify as a REIT unless Parent REIT voluntarily terminates or revokes its REIT status) and to possess and enjoy all of the rights and powers of a general partner as provided by the Act.

(b) Except as otherwise provided herein, to the extent the duties of the General Partner require expenditures of funds to be paid to third parties, the General Partner shall not have any obligations hereunder except to the extent that Partnership funds are reasonably available to it for the performance of such duties, and nothing herein contained shall be deemed to authorize or require the General Partner, in its capacity as such, to expend its individual funds for payment to third parties or to undertake any individual liability or obligation on behalf of the Partnership.

6.02 Delegation of Authority. The General Partner may delegate any or all of its powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Partnership, which Person may, under supervision of the General Partner, perform any acts or services for the Partnership as the General Partner may approve.

6.03 Indemnification and Exculpation of Indemnitees.

(a) The Partnership shall indemnify an Indemnitee from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Partnership as set forth in this Agreement in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, unless it is established that: (i) the act or omission of the Indemnitee was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (ii) the Indemnitee actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, the Indemnitee had reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct set forth in this Section 6.03(a). The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee acted in a manner contrary to that specified in this Section 6.03(a). Any indemnification pursuant to this Section 6.03 shall be made only out of the assets of the Partnership.

(b) The Partnership shall reimburse an Indemnitee for reasonable expenses incurred by an Indemnitee who is a party to a proceeding in advance of the final disposition of the proceeding upon receipt by the Partnership of (i) a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Partnership as authorized in this Section 6.03 has been met, and (ii) a written undertaking by or on behalf of the Indemnitee to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

(c) The indemnification provided by this Section 6.03 shall be in addition to any other rights to which an Indemnitee or any other Person may be entitled under any agreement, pursuant to any vote of the Partners, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity.

(d) The Partnership may purchase and maintain insurance, as an expense of the Partnership, on behalf of the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 6.03, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by the Indemnitee of its duties to the Partnership also imposes duties on, or otherwise involves services by, the Indemnitee to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute fines within the meaning of this Section 6.03; and actions taken or omitted by the Indemnitee with respect to an employee benefit plan in the performance of its duties for a purpose reasonably believed by the Indemnitee to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is not opposed to the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 6.03 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.03 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) Any amendment, modification or repeal of this Section 6.03 or any provision hereof shall be prospective only and shall not in any way affect the indemnification of an Indemnitee by the Partnership under this Section 6.03 as in effect immediately prior to such amendment, modification or repeal with respect to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when claims relating to such matters may arise or be asserted.

6.04 Liability of the General Partner.

(a) Notwithstanding anything to the contrary set forth in this Agreement, neither the General Partner, nor any of its directors, officers, agents or employees shall be liable for monetary damages to the Partnership or any Partners for losses sustained or liabilities incurred as a result of errors in judgment or mistakes of fact or law or of any act or omission if any such party acted in good faith. The General Partner shall not be in breach of any duty that the General Partner may owe to the Limited Partners or the Partnership or any other Persons under this Agreement or of any duty stated or implied by law or equity provided the General Partner, acting in good faith, abides by the terms of this Agreement.

(b) The Limited Partners expressly acknowledge that the General Partner is acting on behalf of the Partnership, the Limited Partners and Parent REIT's stockholders collectively, that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to some or all of the Limited Partners) in deciding whether to cause the Partnership to take (or decline to take) any actions. In the event of a conflict between the interests of the stockholders of Parent REIT on the one hand and the Limited Partners on the other, the General Partner shall endeavor in good faith to resolve the conflict in a manner not adverse to either the stockholders of Parent REIT or the Limited Partners; provided that for so long as Parent REIT or the General Partner owns a controlling interest in the Partnership, any such conflict that the General Partner, in its sole and absolute discretion, determines cannot be resolved in a manner not adverse to either the stockholders of Parent REIT or the Limited Partners shall be resolved in favor of the stockholders of Parent REIT. The General Partner and the officers, directors, agents and employees of Parent REIT shall not be liable for monetary damages to the Partnership or the Limited Partners for losses sustained, liabilities incurred or benefits not derived by the Limited Partners as a result of errors in judgment or mistakes of fact or law or of any act or omission so long as such party acted in good faith.

(c) Subject to its obligations and duties as General Partner set forth in Section 6.01 hereof, the General Partner may exercise any of the powers granted to it under this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents. The General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by it in good faith.

(d) Notwithstanding any other provisions of this Agreement or the Act, any action of the General Partner on behalf of the Partnership or any decision of the General Partner to refrain from acting on behalf of the Partnership, undertaken in the good faith belief that such action or omission is necessary or advisable in order (i) to protect the ability of Parent REIT to continue to qualify as a REIT or (ii) to prevent Parent REIT from incurring any taxes under Section 857, Section 4981 or any other provision of the Code, is expressly authorized under this Agreement and is deemed approved by all of the Limited Partners.

(e) Any amendment, modification or repeal of this Section 6.04 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the General Partner's or any of its officers', directors', agents' or employees' liability to the Partnership and the Limited Partners under this Section 6.04 as in effect immediately prior to such amendment, modification or repeal with respect to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when claims relating to such matters may arise or be asserted.

6.05 Partnership Obligations.

(a) Except as provided in this Section 6.05 and elsewhere in this Agreement (including the provisions of Articles V and VI hereof regarding distributions, payments and allocations to which it may be entitled), the General Partner shall not be compensated for its services as general partner of the Partnership.

(b) All Administrative Expenses shall be obligations of the Partnership, and the General Partner or Parent REIT shall be entitled to reimbursement by the Partnership for any expenditure (including Administrative Expenses) incurred by it on behalf of the Partnership that shall be made other than out of the funds of the Partnership. All reimbursements hereunder shall be characterized for federal income tax purposes as expenses of the Partnership incurred on its behalf, and not as expenses of the General Partner or Parent REIT.

6.06 Outside Activities. Subject to Section 6.08 hereof, the Certificate of Formation and any agreements entered into by the General Partner or its Affiliates with the Partnership or a Subsidiary, any officer, director, employee, agent, trustee, Affiliate or member of the General Partner, the General Partner, Parent REIT and any stockholder of Parent REIT shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities substantially similar or identical to those of the Partnership. Neither the Partnership nor any of the Limited Partners shall have any rights by virtue of this Agreement in any such business ventures, interest or activities. None of the Limited Partners nor any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any such business ventures, interests or activities, and the General Partner and Parent REIT shall have no obligation pursuant to this Agreement to offer any interest in any such business ventures, interests and activities to the Partnership or any Limited Partner, even if such opportunity is of a character that, if presented to the Partnership or any Limited Partner, could be taken by such Person.

6.07 Employment or Retention of Affiliates.

(a) Any Affiliate of the General Partner may be employed or retained by the Partnership and may otherwise deal with the Partnership (whether as a buyer, lessor, lessee, manager, furnisher of goods or services, broker, agent, lender or otherwise) and may receive from the Partnership any compensation, price or other payment therefor that the General Partner determines to be fair and reasonable.

(b) The Partnership may lend or contribute to its Subsidiaries or other Persons in which it has an equity investment, and such Persons may borrow funds from the Partnership, on terms and conditions established in the sole and absolute discretion of the General Partner. The foregoing authority shall not create any right or benefit in favor of any Subsidiary or any other Person.

(c) The Partnership may transfer assets to joint ventures, other partnerships, corporations or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions as the General Partner deems are consistent with this Agreement and applicable law.

6.08 Parent REIT's Activities. Parent REIT agrees that, generally, all business activities of Parent REIT, including activities pertaining to the acquisition, development, ownership of or investment in real property or other property, shall be conducted through the Partnership or one or more Subsidiaries of the Partnership; provided that Parent REIT may make direct acquisitions or undertake business activities if such acquisitions or activities are made in connection with the issuance of Additional Securities by Parent REIT or the business activity has been approved by a majority of the Independent Directors. If, at any time, Parent REIT acquires material assets (other than Partnership Units or other assets on behalf of the Partnership) without transferring such assets to the Partnership, the definition of "REIT Shares Amount" may be adjusted, as reasonably determined by Parent REIT, to reflect only the fair market value of a REIT Share attributable to Parent REIT's Partnership Units directly or indirectly owned by Parent REIT and other assets held on behalf of the Partnership.

6.09 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, Parent REIT or one or more nominees, as the General Partner may determine, including Affiliates of the General Partner or Parent REIT. Parent REIT hereby declares and warrants that any Partnership assets for which legal title is held in the name of the General Partner or Parent REIT or any nominee or Affiliate of the General Partner or Parent REIT shall be held by the General Partner or Parent REIT for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided that the General Partner or Parent REIT shall use its commercially reasonable efforts to cause beneficial and record title to such assets to be vested in the Partnership as soon as reasonably practicable. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which legal title to such Partnership assets is held.

ARTICLE VII
CHANGES IN GENERAL PARTNER

7.01 Transfer of the General Partner's Partnership Interest.

(a) Other than to an Affiliate of Parent REIT, the General Partner shall not transfer all or any portion of its General Partnership Interests, and the General Partner shall not withdraw as General Partner, except as provided in or in connection with a transaction contemplated by Sections 7.01(c), (d) or (e) hereof.

(b) The General Partner agrees that its General Partnership Interest will at all times be in the aggregate at least 0.1%.

(c) Except as otherwise provided in Section 7.01(d) or (e) hereof, neither the General Partner nor Parent REIT shall engage in any merger, consolidation or other combination with or into another Person or sale of all or substantially all of its assets (other than in connection with a change in the General Partner's state of organization or organizational form or Parent REIT's state of incorporation or organizational form), in each case which results in a Change of Control of the General Partner or Parent REIT (a "**Transaction**"), unless at least one of the following conditions is met:

(i) the consent of a Majority in Interest (excluding, for purposes of determining a Majority in Interest, Partnership Interests held by the General Partner, Parent REIT or any Subsidiary of the General Partner or Parent REIT) is obtained;

(ii) as a result of such Transaction, all Limited Partners (other than the General Partner, Parent REIT and any Subsidiary of the General Partner or Parent REIT, and, in the case of LTIP Unitholders, subject to the terms of any applicable Equity Incentive Plan or Vesting Agreement) will receive, or have the right to receive, for each Partnership Unit an amount of cash, securities or other property equal or substantially equivalent in value, as determined by the General Partner in good faith, to the product of the Conversion Factor and the greatest amount of cash, securities or other property paid in the Transaction to a holder of one REIT Share in consideration of one REIT Share, provided that if, in connection with such Transaction, a purchase, tender or exchange offer ("**Offer**") shall have been made to and accepted by the holders of more than 50% of the outstanding REIT Shares, each holder of Partnership Units (other than the General Partner or Parent REIT and any Subsidiary of the General Partner or Parent REIT) shall be given the option to exchange its Partnership Units for an amount of cash, securities or other property equal or substantially equivalent in value, as determined by the General Partner in good faith, to the greatest amount of cash, securities or other property that such Limited Partner would have received had it (A) exercised its Redemption Right pursuant to Section 8.04 hereof and (B) sold, tendered or exchanged pursuant to the Offer the REIT Shares received upon exercise of the Redemption Right immediately prior to the expiration of the Offer; or

(iii) either the General Partner or Parent REIT, as applicable, is the surviving entity in the Transaction and either (A) the holders of REIT Shares do not receive cash, securities or other property in the Transaction or (B) all Limited Partners (other than the General Partner, Parent REIT and any Subsidiary of the General Partner or Parent REIT, and, in the case of LTIP Unitholders, subject to the terms of any applicable Equity Incentive Plan or Vesting Agreement) receive for each Partnership Unit an amount of cash, securities or other property (expressed as an amount per REIT Share) equal or substantially equivalent in value, as determined by the General Partner in good faith, to the product of the Conversion Factor and the greatest amount of cash, securities or other property (expressed as an amount per REIT Share) received in the Transaction by any holder of REIT Shares.

(d) Notwithstanding Section 7.01(c) hereof, either the General Partner or Parent REIT, as applicable, may merge with or into or consolidate with another entity if immediately after such merger or consolidation (i) substantially all of the assets of the successor or surviving entity (the "**Survivor**"), other than Partnership Units held by the General Partner or Parent REIT or any Subsidiary of the General Partner or Parent REIT, are contributed, directly or indirectly, to the Partnership as a Capital Contribution in exchange for Partnership Units, or for economically equivalent partnership interests issued by a Subsidiary Partnership established at the

direction of the Board of Directors, with a fair market value equal to the value of the assets so contributed as determined by the Survivor in good faith and (ii) the Survivor expressly agrees to assume all obligations hereunder, including those of the General Partner or Parent REIT. Upon such contribution and assumption, the Survivor shall have the right and duty to amend this Agreement as set forth in this Section 7.01(d). The Survivor shall in good faith arrive at a new method for the calculation of the Cash Amount, the REIT Shares Amount and Conversion Factor for a Partnership Unit after any such merger or consolidation so as to approximate the existing method for such calculation as closely as reasonably possible. Such calculation shall take into account, among other things, the kind and amount of securities, cash and other property that was receivable upon such merger or consolidation by a holder of REIT Shares or options, warrants or other rights relating thereto, and which a holder of Partnership Units could have acquired had such Partnership Units been redeemed in exchange for the REIT Shares Amount immediately prior to such merger or consolidation. Such amendment to this Agreement shall provide for adjustment to such method of calculation, which shall be as nearly equivalent as may be practicable to the adjustments provided for with respect to the Conversion Factor. The Survivor also shall in good faith modify the definition of REIT Shares and make such amendments to Section 8.04 hereof so as to approximate the existing rights and obligations set forth in Section 8.04 hereof as closely as reasonably possible. The above provisions of this Section 7.01(d) shall similarly apply to successive mergers or consolidations permitted hereunder.

(e) Notwithstanding anything in this Article VII,

(i) the General Partner may transfer all or any portion of its General Partnership Interest to (A) any wholly owned Subsidiary of the General Partner or (B) a parent company of the General Partner, and following a transfer of all of its General Partnership Interest, may withdraw as General Partner; and

(ii) Parent REIT may engage in a transaction required by law or by the rules of any national securities exchange or over-the-counter interdealer quotation system on which the REIT Shares are listed or traded.

7.02 Admission of a Substitute or Additional General Partner. A Person shall be admitted as a substitute or additional General Partner of the Partnership only if the following terms and conditions are satisfied:

(a) the Person to be admitted as a substitute or additional General Partner shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner, and a certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation and all other actions required by Section 2.05 hereof in connection with such admission shall have been performed;

(b) if the Person to be admitted as a substitute or additional General Partner is a corporation or a partnership, it shall have provided the Partnership with evidence satisfactory to counsel for the Partnership of such Person’s authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

(c) counsel for the Partnership shall have rendered an opinion (relying on such opinions from other counsel as may be necessary) that the admission of the Person to be admitted as a substitute or additional General Partner is in conformity with the Act, that none of the actions taken in connection with the admission of such Person as a substitute or additional General Partner will cause (i) the Partnership to be classified other than as a partnership for federal income tax purposes, or (ii) the loss of any Limited Partner's limited liability.

7.03 Effect of Bankruptcy, Withdrawal, Death or Dissolution of General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to the General Partner (and its removal pursuant to Section 7.04(a) hereof) or the death, withdrawal, removal or dissolution of the General Partner (except that, if the General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to, or removal of a partner in, such partnership shall be deemed not to be a dissolution of the General Partner if the business of the General Partner is continued by the remaining partner or partners), the Partnership shall be dissolved and terminated unless the Partnership is continued pursuant to Section 7.03(b) hereof. The merger of the General Partner with or into any entity that is admitted as a substitute or successor General Partner pursuant to Section 7.02 hereof shall not be deemed to be the withdrawal, dissolution or removal of the General Partner.

(b) Following the occurrence of an Event of Bankruptcy as to the General Partner (and its removal pursuant to Section 7.04(a) hereof) or the death, withdrawal, removal or dissolution of the General Partner (except that, if the General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to, or removal of a partner in, such partnership shall be deemed not to be a dissolution of the General Partner if the business of such General Partner is continued by the remaining partner or partners), the Limited Partners, within 90 days after such occurrence, may elect to continue the business of the Partnership for the balance of the term specified in Section 2.04 hereof by selecting, subject to Section 7.02 hereof and any other provisions of this Agreement, a substitute General Partner by consent of a Majority in Interest. If the Limited Partners elect to continue the business of the Partnership and admit a substitute General Partner, the relationship with the Partners and of any Person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

7.04 Removal of General Partner.

(a) Upon the occurrence of an Event of Bankruptcy as to, or the dissolution of, the General Partner, the General Partner shall be deemed to be removed automatically; provided that if the General Partner is on the date of such occurrence a partnership, the withdrawal, death, dissolution, Event of Bankruptcy as to, or removal of, a partner in such partnership shall be deemed not to be a dissolution of the General Partner if the business of the General Partner is continued by the remaining partner or partners. The Limited Partners may not remove the General Partner, with or without cause.

(b) If the General Partner has been removed pursuant to this Section 7.04 and the Partnership is continued pursuant to Section 7.03 hereof, the General Partner shall promptly transfer and assign its General Partnership Interest in the Partnership to the substitute General Partner approved by a Majority in Interest in accordance with Section 7.03(b) hereof and otherwise be admitted to the Partnership in accordance with Section 7.02 hereof. At the time of assignment, the removed General Partner shall be entitled to receive from the substitute General Partner the fair market value of the General Partnership Interest of such removed General Partner. Such fair market value shall be determined by an appraiser mutually agreed upon by the General Partner and a Majority in Interest (excluding, for purposes of determining a Majority in Interest, Partnership Interests held by the General Partner or any Subsidiary of the General Partner) within ten days following the removal of the General Partner. In the event that the parties are unable to agree upon an appraiser, the removed General Partner and a Majority in Interest (excluding, for purposes of determining a Majority in Interest, Partnership Interests held by the General Partner or any Subsidiary of the General Partner) each shall select an appraiser. Each such appraiser shall complete an appraisal of the fair market value of the removed General Partner's General Partnership Interest within 30 days of the General Partner's removal, and the fair market value of the removed General Partner's General Partnership Interest shall be the average of the two appraisals; provided that if the higher appraisal exceeds the lower appraisal by more than 20% of the amount of the lower appraisal, the two appraisers, no later than 40 days after the removal of the General Partner, shall select a third appraiser who shall complete an appraisal of the fair market value of the removed General Partner's General Partnership Interest no later than 60 days after the removal of the General Partner. In such case, the fair market value of the removed General Partner's General Partnership Interest shall be the average of the two appraisals closest in dollar value.

(c) The General Partnership Interest of a removed General Partner, during the time after removal until transfer under Section 7.04(b) hereof, shall be converted to that of a special Limited Partner; provided that such removed General Partner shall not have any rights to participate in the management and affairs of the Partnership, and shall not be entitled to any portion of the income, expense, profit, gain or loss allocations or cash distributions allocable or payable, as the case may be, to the Limited Partners. Instead, such removed General Partner shall receive and be entitled only to retain distributions or allocations of such items that it would have been entitled to receive in its capacity as General Partner, until the transfer is effective pursuant to Section 7.04(b) hereof.

(d) All Partners shall have given and hereby do give such consents, shall take such actions and shall execute such documents as shall be legally necessary and sufficient to effect all the foregoing provisions of this Section 7.04.

ARTICLE VIII
RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS

8.01 Management of the Partnership. The Limited Partners shall not participate in the management or control of Partnership business nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, such powers being vested solely and exclusively in the General Partner. The Limited Partners covenant and agree not to hold themselves out in a manner that could reasonably be considered in contravention of the terms hereof by any third party.

8.02 Power of Attorney. Each Limited Partner by execution of this Agreement, directly or through execution by power of attorney or other consent, irrevocably appoints the General Partner its true and lawful attorney-in-fact, who may act for each Limited Partner and in its name, place and stead, and for its use and benefit, to sign, acknowledge, swear to, deliver, file or record, at the appropriate public offices, any and all documents, certificates and instruments, including without limitation, any and all amendments and restatements of this Agreement as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement and the Act in accordance with their terms, which power of attorney is coupled with an interest and shall survive the death, dissolution or legal incapacity of the Limited Partner, or the transfer by the Limited Partner of any part or all of its Partnership Interest.

8.03 Limitation on Liability of Limited Partners. No Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership. A Limited Partner shall be liable to the Partnership only to make payments of its Capital Contribution, if any, as and when due hereunder. After its Capital Contribution is fully paid, no Limited Partner shall, except as otherwise required by the Act, be required to make any further Capital Contributions or other payments or lend any funds to the Partnership.

8.04 Redemption Right.

(a) Subject to Section 8.04(c) and the provisions of any agreement between the Partnership and one or more Limited Partners, beginning on the date that is twelve months after the date of issuance of any Common Units (including any Common Units that are issued upon the conversion of LTIP Units), each Limited Partner (other than the General Partner, Parent REIT or any Subsidiary of the General Partner or Parent REIT) shall have the right (the "**Redemption Right**") to require the Partnership to redeem on a Specified Redemption Date all or a portion of such Limited Partner's Common Units at a redemption price equal to and in the form of the Cash Amount. The Redemption Right shall be exercised pursuant to a Notice of Redemption in the form attached hereto as Exhibit B delivered to the Partnership (with a copy to Parent REIT) by the Limited Partner who is exercising the Redemption Right (the "**Redeeming Limited Partner**"), and such notice shall be irrevocable unless otherwise agreed upon by the General Partner. In such event, the Partnership shall deliver the Cash Amount to the Redeeming Limited Partner. Notwithstanding the foregoing, the Partnership shall not be obligated to satisfy such Redemption Right if Parent REIT elects to purchase the Common Units subject to the Notice of Redemption pursuant to Section 8.04(b) hereof. No Limited Partner may deliver more than one Notice of Redemption during each calendar quarter unless otherwise agreed upon by the General Partner. A Limited Partner may not exercise the Redemption Right for less than one thousand (1,000) Common Units or, if such Limited Partner holds less than one thousand (1,000) Common Units, all of the Common Units held by such Limited Partner. The Redeeming Limited Partner shall have no right, with respect to any Common Units so redeemed, to receive any distribution paid with respect to Common Units if the record date for such distribution is on or after the Specified Redemption Date.

(b) Notwithstanding the provisions of Section 8.04(a) hereof, if a Limited Partner exercises the Redemption Right by delivering to the Partnership a Notice of Redemption, then the Partnership may, in its sole and absolute discretion, elect to cause Parent REIT to purchase directly and acquire some or all of, and in such event Parent REIT agrees to purchase and acquire,

such Common Units by paying to the Redeeming Limited Partner either the Cash Amount or the REIT Shares Amount, as elected by the General Partner (in its sole and absolute discretion) on the Specific Redemption Date, whereupon Parent REIT shall acquire the Common Units tendered for redemption by the Redeeming Limited Partner and shall be treated for all purposes of this Agreement as the owner of such Common Units. In the event Parent REIT purchases Common Units with respect to the exercise of a Redemption Right, the Partnership shall have no obligation to pay any amount to the Redeeming Limited Partner with respect to such Redeeming Limited Partner's exercise of such Redemption Right, and each of the Redeeming Limited Partner, the Partnership and Parent REIT shall treat the transaction between Parent REIT and the Redeeming Limited Partner as a sale of the Redeeming Limited Partner's Common Units to Parent REIT for federal income tax purposes. Each Redeeming Limited Partner agrees to execute such documents as Parent REIT may reasonably require in connection with the issuance of REIT Shares upon exercise of the Redemption Right.

(c) Notwithstanding the provisions of Sections 8.04(a) and 8.04(b) hereof, a Limited Partner shall not be entitled to exercise the Redemption Right if the delivery of REIT Shares to such Limited Partner on the Specified Redemption Date by Parent REIT pursuant to Section 8.04(b) hereof (regardless of whether or not Parent REIT would in fact exercise its rights under Section 8.04(b)) would (i) result in such Limited Partner or any other Person (as defined in the Charter) owning, directly or indirectly, REIT Shares in excess of the Stock Ownership Limit or any Excepted Holder Limit (each as defined in the Charter) and calculated in accordance therewith, except as provided in the Charter, (ii) result in REIT Shares being owned by fewer than 100 persons (determined without reference to any rules of attribution), (iii) result in Parent REIT being "closely held" within the meaning of Section 856(h) of the Code, (iv) cause Parent REIT to own, actually or constructively, 10% or more of the ownership interests in a tenant (other than a TRS) of Parent REIT's, the Partnership's or a Subsidiary Partnership's real property, within the meaning of Section 856(d)(2)(B) of the Code, (v) otherwise cause Parent REIT to fail to qualify as a REIT under the Code, or (vi) cause the acquisition of REIT Shares by such Limited Partner to be "integrated" with any other distribution of REIT Shares or Common Units for purposes of complying with the registration provisions of the Securities Act. Parent REIT, in its sole and absolute discretion, may waive the restriction on redemption set forth in this Section 8.04(c).

(d) Each Redeeming Limited Partner covenants and agrees that all Common Units tendered for redemption pursuant to this Section 8.04 will be delivered to the Partnership or Parent REIT free and clear of all liens, claims, and encumbrances whatsoever and should any such liens, claims or encumbrances exist or arise with respect to such Common Units, neither the Partnership nor Parent REIT shall be under any obligation to acquire such Common Units pursuant to Section 8.04(a) or Section 8.04(b) hereof. Each Redeeming Limited Partner further agrees that, in the event any state or local property transfer tax is payable as a result of the transfer of its Common Units to the Partnership or Parent REIT, such Redeeming Limited Partner shall assume and pay such transfer tax.

(e) Any Cash Amount to be paid to a Redeeming Limited Partner pursuant to this Section 8.04 shall be paid on the Specified Redemption Date; provided that the General Partner may elect to cause the Specified Redemption Date to be delayed for up to an additional 180 days to the extent required for Parent REIT to cause additional REIT Shares to be issued to provide financing to be used to make such payment of the Cash Amount and may also delay such

Specified Redemption Date to the extent necessary to effect compliance with applicable requirements of the law. Any REIT Shares Amount to be paid to a Redeeming Limited Partner pursuant to this Section 8.04 shall be paid on the Specified Redemption Date; provided that the General Partner may elect to cause the Specified Redemption Date to be delayed to the extent necessary to effect compliance with applicable requirements of the law. Notwithstanding the foregoing, Parent REIT agrees to use its commercially reasonable efforts to cause the closing of the acquisition of redeemed Common Units hereunder to occur as quickly as reasonably possible.

(f) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that it determines to be necessary or appropriate to cause the Partnership to comply with any withholding requirements established under the Code or any other federal, state, local or foreign law that apply upon a Redeeming Limited Partner's exercise of the Redemption Right. If a Redeeming Limited Partner believes that it is exempt from such withholding upon the exercise of the Redemption Right, such Redeeming Limited Partner must furnish the General Partner with a FIRPTA Certificate in the form attached hereto as Exhibit C and any similar forms or certificates required to avoid or reduce the withholding under federal, state, local or foreign law or such other form as the General Partner may reasonably request. If the Partnership, Parent REIT or the General Partner is required to withhold and pay over to any taxing authority any amount upon a Redeeming Limited Partner's exercise of the Redemption Right and if the Redemption Amount equals or exceeds the Withheld Amount, the Withheld Amount shall be treated as an amount received by such Redeeming Limited Partner in redemption of its Common Units. If, however, the Redemption Amount is less than the Withheld Amount, the Redeeming Limited Partner shall not receive any portion of the Redemption Amount, the Redemption Amount shall be treated as an amount received by such Redeeming Limited Partner in redemption of its Common Units, and such Redeeming Limited Partner shall contribute the excess of the Withheld Amount over the Redemption Amount to the Partnership before the Partnership is required to pay over such excess to a taxing authority.

(g) Notwithstanding any other provision of this Agreement, the General Partner may place appropriate restrictions on the ability of the Limited Partners to exercise their Redemption Rights as and if deemed necessary or reasonable to ensure that the Partnership does not constitute a "publicly traded partnership" under Section 7704 of the Code. If and when the General Partner determines that imposing such restrictions is necessary, the General Partner shall give prompt written notice thereof (a "**Restriction Notice**") to each of the Limited Partners, which notice shall be accompanied by a copy of an opinion of counsel to the Partnership that states that, in the opinion of such counsel, restrictions are necessary or reasonable in order to avoid the Partnership being treated as a "publicly traded partnership" under Section 7704 of the Code.

8.05 Registration. Subject to the terms of any agreement between the General Partner or the Partnership and a Limited Partner with respect to Common Units held by such Limited Partner:

(a) Shelf Registration of the REIT Shares. Following the date on which Parent REIT becomes eligible to use a registration statement on Form S-3 for the registration of securities under the Securities Act (the "**S-3 Eligible Date**") and thereafter, and within the time period that may be agreed to by Parent REIT and a Limited Partner, Parent REIT shall file with the Commission a shelf registration statement under Rule 415 of the Securities Act (a "**Registration**

Statement"), or any similar rule that may be adopted by the Commission, covering (i) the issuance of REIT Shares issuable upon redemption of the Common Units held by such Limited Partner ("**Redemption Shares**") and/or (ii) the resale by the holder of the Redemption Shares, with respect to Common Units issued prior to the S-3 Eligible Date; provided that Parent REIT shall be required to file only two such registrations in any 12-month period. In connection therewith, Parent REIT will:

(1) use commercially reasonable efforts to have such Registration Statement declared effective;

(2) register or qualify the Redemption Shares covered by the Registration Statement under the securities or blue sky laws of such jurisdictions within the United States as required by law, and do such other reasonable acts and things as may be required of it to enable such holders to consummate the sale or other disposition in such jurisdictions of the Redemption Shares; provided that Parent REIT shall not be required to (i) qualify as a foreign corporation or consent to a general or unlimited service or process in any jurisdictions in which it would not otherwise be required to be qualified or so consent or (ii) qualify as a dealer in securities; and

(3) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission in connection with a Registration Statement.

Parent REIT further agrees to supplement or make amendments to each Registration Statement, if required by the rules, regulations or instructions applicable to the registration form utilized by Parent REIT or by the Securities Act or rules and regulations thereunder for such Registration Statement. Each Limited Partner agrees to furnish to Parent REIT, upon request, such information with respect to the Limited Partner as may be required to complete and file the Registration Statement and to have such Registration Statement declared effective by the SEC.

In connection with and as a condition to Parent REIT's obligations with respect to the filing of a Registration Statement pursuant to this Section 8.05, each Limited Partner agrees with Parent REIT that:

(i) it will provide in a timely manner to Parent REIT such information with respect to the Limited Partner as reasonably required to complete the Registration Statement or as otherwise required to comply with applicable securities laws and regulations;

(ii) it will not offer or sell its Redemption Shares until (A) such Redemption Shares have been included in a Registration Statement and (B) it has received notice that the Registration Statement covering such Redemption Shares, or any post-effective amendment thereto, has been declared effective by the Commission, such notice being satisfied by the posting by the Commission on www.sec.gov of a notice of effectiveness;

(iii) if Parent REIT determines in its good faith judgment, after consultation with counsel, that the use of the Registration Statement, including any pre- or post-effective amendment thereto, or the use of any prospectus contained in such Registration Statement would require the disclosure of important information that Parent REIT has a bona fide business purpose for preserving as confidential or the disclosure of which would impede Parent REIT's ability to consummate a significant transaction, upon written notice of such determination by Parent REIT, the rights of each Limited Partner to offer, sell or distribute its Redemption Shares pursuant to such Registration Statement or prospectus or to require Parent REIT to take action with respect to the registration or sale of any Redemption Shares pursuant to a Registration Statement (including any action contemplated by this Section 8.05) will be suspended until the date upon which Parent REIT notifies such Limited Partner in writing that suspension of such rights for the grounds set forth in this paragraph is no longer necessary; provided that Parent REIT may not suspend such rights for an aggregate period of more than 180 days in any 12-month period. Notice referenced in this paragraph (iii) shall be deemed sufficient if given through the issuance of a press release or filing with the Commission and, if such notice is not publicly distributed, the Limited Partner agrees to keep the subject information confidential and acknowledge such information may constitute material non-public information subject to the restrictions under applicable securities laws; and

(iv) in the case of the registration of any underwritten equity offering proposed by Parent REIT (other than any registration by Parent REIT on Form S-8, or a successor or substantially similar form, of an employee stock option, stock purchase or compensation plan or of securities issued or issuable pursuant to any such plan), each Limited Partner will agree, if requested in writing by the managing underwriter or underwriters administering such offering, not to effect any offer, sale or distribution of any REIT Shares or Redemption Shares (or any option or right to acquire REIT Shares or Redemption Shares) during the period commencing on the tenth day prior to the expected effective date (which date shall be stated in such notice) of the registration statement covering such underwritten primary equity offering or, if such offering shall be a "take-down" from an effective shelf registration statement, the tenth day prior to the expected commencement date (which date shall be stated in such notice) of such offering, and ending on the date specified by such managing underwriter in such written request to the Limited Partners; provided that no Limited Partner shall be required to agree not to effect any offer, sale or distribution of its Redemption Shares for a period of time that is longer than the greater of 90 days or the period of time for which any senior executive of Parent REIT is required so to agree in connection with such offering. Nothing in this paragraph shall be read to limit the ability of any Limited Partner to redeem its Common Units in accordance with the terms of this Agreement.

(b) Listing on Securities Exchange. If Parent REIT lists or maintains the listing of REIT Shares on any securities exchange or national market system, it shall, at its expense and as necessary to permit the registration and sale of the Redemption Shares hereunder, list thereon, maintain and, when necessary, increase such listing to include such Redemption Shares.

(c) Registration Not Required. Notwithstanding the foregoing, Parent REIT shall not be required to file or maintain the effectiveness of a registration statement relating to Redemption Shares after the first date upon which, in the opinion of counsel to Parent REIT, all of the Redemption Shares covered thereby could be sold by the holders thereof either (i) pursuant to Rule 144 under the Securities Act, or any successor rule thereto ("**Rule 144**") without limitation as to amount or manner of sale or (ii) pursuant to Rule 144 in one transaction in accordance with the volume limitations contained in Rule 144(e).

(d) Allocation of Expenses. The Partnership shall pay all expenses in connection with the Registration Statement, including without limitation (i) all expenses incident to filing with the Financial Industry Regulatory Authority, Inc., (ii) registration fees, (iii) printing expenses, (iv) accounting and legal fees and expenses, except to the extent holders of Redemption Shares elect to engage accountants or attorneys in addition to the accountants and attorneys engaged by Parent REIT or the Partnership, which fees and expenses for such accountants or attorneys shall be for the account of the holders of the Redemption Shares, (v) accounting expenses incident to or required by any such registration or qualification and (vi) expenses of complying with the securities or blue sky laws of any jurisdictions in connection with such registration or qualification; provided that neither the Partnership nor Parent REIT shall be liable for, or pay (A) any discounts or commissions to any underwriter or broker attributable to the sale of Redemption Shares, or (B) any fees or expenses incurred by holders of Redemption Shares in connection with such registration that, according to the written instructions of any regulatory authority, the Partnership or Parent REIT is not permitted to pay.

(e) Indemnification.

(i) In connection with the Registration Statement, Parent REIT and the Partnership agree to indemnify each holder of Redemption Shares and each Person who controls any such holder of Redemption Shares within the meaning of Section 15 of the Securities Act, against all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue, or alleged untrue, statement of a material fact contained in the Registration Statement, preliminary prospectus or prospectus (as amended or supplemented if Parent REIT shall have furnished any amendments or supplements thereto) or caused by any omission or alleged omission, to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement, alleged untrue statement, omission, or alleged omission based upon information furnished to Parent REIT by the Limited Partner or the holder for use therein. Parent REIT and each officer, director and controlling person of Parent REIT and the Partnership shall be indemnified by each Limited Partner or holder of Redemption Shares covered by the Registration Statement for all such losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue, or alleged untrue, statement or any omission, or alleged omission, contained in (or omitted from) any Registration Statement based upon information furnished to Parent REIT by the Limited Partner or the holder for use therein.

(ii) Promptly upon receipt by a party indemnified under this Section 8.05(e) of notice of the commencement of any action against such indemnified party in respect of which indemnity or reimbursement may be sought against any indemnifying party under this Section 8.05(e), such indemnified party shall notify the indemnifying party in writing of the commencement of such action, but the failure to so notify the indemnifying party shall not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 8.05(e) unless such failure shall materially adversely affect the defense of such action. In case notice of commencement of any such action shall be given to the indemnifying party as above provided, the indemnifying party shall be entitled to participate in and, to the extent it may wish, jointly with any other indemnifying party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such indemnified party. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the reasonable fees and expenses of such counsel (other than reasonable costs of investigation) shall be paid by the indemnified party unless (i) the indemnifying party agrees to pay the same, (ii) the indemnifying party fails to assume the defense of such action with counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such action (including any impleaded parties) have been advised by such counsel that representation of such indemnified party and the indemnifying party by the same counsel would be inappropriate under applicable standards of professional conduct (in which case the indemnified party shall have the right to separate counsel and the indemnifying party shall pay the reasonable fees and expenses of such separate counsel, provided that, the indemnifying party shall not be liable for more than one separate counsel). No indemnifying party shall be liable for any settlement of any proceeding entered into without its consent.

(f) Contribution.

(i) If for any reason the indemnification provisions contemplated by Section 8.05(e) hereof are either unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then the party that would otherwise be required to provide indemnification or the indemnifying party (in either case, for purposes of this Section 8.05(f), the "**Indemnifying Party**") in respect of such losses, claims, damages or liabilities, shall contribute to the amount paid or payable by the party that would otherwise be entitled to indemnification or the indemnified party (in either case, for purposes of this Section 8.05(f), the "**Indemnified Party**") as a result of such losses, claims, damages, liabilities or expense, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact related to information supplied by the Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party.

(ii) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8.05(f) were determined by pro rata allocation (even if the holders were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person or entity determined to have committed a fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(iii) The contribution provided for in this Section 8.05(f) shall survive the termination of this Agreement and shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party.

ARTICLE IX
TRANSFERS OF PARTNERSHIP INTERESTS

9.01 Purchase for Investment.

(a) Each Limited Partner, by its signature below or by its subsequent admission to the Partnership, hereby represents and warrants to the General Partner and to the Partnership that the acquisition of such Limited Partner's Partnership Units is made for investment purposes only and not with a view to the resale or distribution of such Partnership Units.

(b) Subject to the provisions of Section 9.02 hereof, each Limited Partner agrees that such Limited Partner will not sell, assign or otherwise transfer such Limited Partner's Partnership Units or any fraction thereof, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person who does not make the representations and warranties to the General Partner set forth in Section 9.01(a) hereof.

9.02 Restrictions on Transfer of Partnership Units.

(a) Subject to the provisions of Sections 9.02(b) and (c) hereof, no Limited Partner may offer, sell, assign, hypothecate, pledge or otherwise transfer all or any portion of such Limited Partner's Partnership Units, or any of such Limited Partner's economic rights as a Limited Partner, whether voluntarily or by operation of law or at judicial sale or otherwise (collectively, a "**Transfer**") without the consent of the General Partner, which consent may be granted or withheld in the General Partner's sole and absolute discretion; provided that the term Transfer does not include (a) any redemption of Common Units by the Partnership or Parent REIT, or acquisition of Common Units by Parent REIT, pursuant to Section 8.04 or (b) any redemption of Partnership Units pursuant to any Partnership Unit Designation. The General Partner may require, as a condition of any Transfer to which it consents, that the transferor assume all costs incurred by the Partnership in connection therewith (including, but not limited to, cost of legal counsel).

(b) No Limited Partner may withdraw from the Partnership other than as a result of a permitted Transfer (i.e., a Transfer consented to as contemplated by clause (a) above or a Transfer pursuant to Section 9.05 hereof) of all of such Limited Partner's Partnership Units pursuant to this Article IX or pursuant to a redemption of all of such Limited Partner's Common Units pursuant to Section 8.04 hereof. Upon the permitted Transfer or redemption of all of a Limited Partner's Common Units, such Limited Partner shall cease to be a Limited Partner.

(c) No Limited Partner may effect a Transfer of its Partnership Units, in whole or in part, if, in the opinion of legal counsel for the Partnership, such proposed Transfer would require the registration of the Partnership Units under the Securities Act or would otherwise violate any applicable federal or state securities or blue sky law (including investment suitability standards).

(d) No Transfer by a Limited Partner of its Partnership Units, in whole or in part, may be made to any Person (including pursuant to the Redemption Right) if (i) in the opinion of legal counsel for the Partnership, such Transfer would result in the Partnership being treated as an association taxable as a corporation (other than a qualified REIT subsidiary within the meaning of Section 856(i) of the Code), (ii) in the opinion of legal counsel for the Partnership, it would adversely affect the ability of Parent REIT to continue to qualify as a REIT or subject Parent REIT to any additional taxes under Section 857 or Section 4981 of the Code, (iii) the General Partner determines, in its sole and absolute discretion, that such Transfer, along or in connection with other Transfers, could cause the Partnership Units to be treated as readily tradable on "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code or (iv) in the opinion of legal counsel for the Partnership, such Transfer is reasonably likely to cause the Partnership to fail to satisfy the 90% qualifying income test described in Section 7704(c) of the Code.

(e) Any purported Transfer in contravention of any of the provisions of this Article IX shall be void ab initio and ineffectual and shall not be binding upon, or recognized by, the General Partner or the Partnership.

(f) Prior to the consummation of any Transfer under this Article IX, the transferor and/or the transferee shall deliver to the General Partner such opinions, certificates and other documents as the General Partner shall request in connection with such Transfer.

9.03 Admission of Substitute Limited Partner.

(a) Subject to the other provisions of this Article IX, an assignee of the Partnership Units of a Limited Partner (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Partnership Units) shall be deemed admitted as a Limited Partner of the Partnership only with the consent of the General Partner, which consent may be given or withheld by the General Partner in its sole and absolute discretion, and upon the satisfactory completion of the following in a manner satisfactory to the General Partner:

(i) The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart or an amendment thereof, including a revised Exhibit A, and such other documents or instruments as the General Partner may require in order to effect the admission of such Person as a Limited Partner.

(ii) To the extent required, an amended Certificate evidencing the admission of such Person as a Limited Partner shall have been signed, acknowledged and filed in accordance with the Act.

(iii) The assignee shall have delivered a letter containing the representations and warranties set forth in Sections 9.01(a) and 9.01(b) hereof.

(iv) If the assignee is a corporation, partnership, limited liability company or trust, the assignee shall have provided the General Partner with evidence satisfactory to counsel for the Partnership of the assignee's authority to become a Limited Partner under the terms and provisions of this Agreement.

(v) The assignee shall have executed a power of attorney containing the terms and provisions set forth in Section 8.02 hereof.

(vi) The assignee shall have paid all legal fees and other expenses of the Partnership and the General Partner and filing and publication costs in connection with its substitution as a Limited Partner.

(vii) The assignee shall have obtained the prior written consent of the General Partner to its admission as a Substitute Limited Partner, which consent may be given or denied in the exercise of the General Partner's sole and absolute discretion.

(viii) Each assignee shall have represented and warranted to, and covenanted with, each other Partner that if 5% of more (by value) of the Partnership's interests are or will be owned by such assignee within the meaning of Section 7704(d)(3) of the Code, such assignee does not, and for so long as it is a Partner will not, own, directly or indirectly, (a) stock of any corporation (other than a TRS) that is a tenant of (i) the Parent REIT or any Disregarded Entity with respect to the Parent REIT, (ii) the Partnership or (iii) any partnership, venture or limited liability company of which the Parent REIT, any Disregarded Entity with respect to the Parent REIT, or the Partnership is a direct or indirect member or (b) an interest in the assets or net profits of any non-corporate tenant of (i) the Parent REIT or any Disregarded Entity with respect to the Parent REIT, (ii) the Partnership or (iii) any partnership, venture, or limited liability company of which the Parent REIT, any Disregarded Entity with respect to the Parent REIT, or the Partnership is a direct or indirect member.

(b) For the purpose of allocating Profits and Losses and distributing cash received by the Partnership, a Substitute Limited Partner shall be treated as having become, and appearing in the records of the Partnership as, a Partner upon the filing of the Certificate described in Section 9.03(a)(ii) hereof or, if no such filing is required, the later of the date specified in the transfer documents or the date on which the General Partner has received all necessary instruments of transfer and substitution.

(c) The General Partner and the Substitute Limited Partner shall cooperate with each other by preparing the documentation required by this Section 9.03 and making all required filings and publications. The Partnership shall take all such action as promptly as practicable after the satisfaction of the conditions in this Article IX to the admission of such Person as a Limited Partner of the Partnership.

9.04 Rights of Assignees of Partnership Units.

(a) Subject to the provisions of Sections 9.01, 9.02 and 9.03 hereof, except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Limited Partner of its Partnership Units until the Partnership has received notice thereof.

(b) Any Person who is the assignee of all or any portion of a Limited Partner's Partnership Units, but does not become a Substitute Limited Partner and desires to make a further assignment of such Partnership Units, shall be subject to all the provisions of this Article IX to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its Partnership Units.

9.05 Effect of Bankruptcy, Death, Incompetence or Termination of a Limited Partner. The occurrence of an Event of Bankruptcy as to a Limited Partner, the death of a Limited Partner or a final adjudication that a Limited Partner is incompetent (which term shall include, but not be limited to, insanity) shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue if an order for relief in a bankruptcy proceeding is entered against a Limited Partner, the trustee or receiver of his estate or, if such Limited Partner dies, such Limited Partner's executor, administrator or trustee, or, if such Limited Partner is finally adjudicated incompetent, such Limited Partner's committee, guardian or conservator, shall have the rights of such Limited Partner for the purpose of settling or managing such Limited Partner's estate property and such power as the bankrupt, deceased or incompetent Limited Partner possessed to assign all or any part of such Limited Partner's Partnership Units and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

9.06 Joint Ownership of Partnership Units. A Partnership Unit may be acquired by two individuals as joint tenants with right of survivorship, provided that such individuals either are married or are related and share the same home as tenants in common. The written consent or vote of both owners of any such jointly held Partnership Unit shall be required to constitute the action of the owners of such Partnership Unit; provided that the written consent of only one joint owner will be required if the Partnership has been provided with evidence satisfactory to the counsel for the Partnership that the actions of a single joint owner can bind both owners under the applicable laws of the state of residence of such joint owners. Upon the death of one owner of a Partnership Unit held in a joint tenancy with a right of survivorship, the Partnership Unit shall become owned solely by the survivor as a Limited Partner and not as an assignee. The Partnership need not recognize the death of one of the owners of a jointly-held Partnership Unit until it shall have received certificated notice of such death. Upon notice to the General Partner from either owner, the General Partner shall cause the Partnership Unit to be divided into two equal Partnership Units, which shall thereafter be owned separately by each of the former owners.

ARTICLE X
BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS

10.01 Books and Records. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept at the Partnership's specified office true and complete books of account in accordance with generally accepted accounting principles, including: (a) a current list of the full name and last known business address of each Partner, (b) a copy of the Certificate of Limited Partnership and all certificates of amendment thereto, (c) copies of the Partnership's federal, state and local income tax returns and reports, (d) copies of this Agreement and any financial statements of the Partnership for the three most recent years and (e) all documents and information required under the Act. Any Partner or its duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled to a copy of such records upon reasonable request.

10.02 Custody of Partnership Funds; Bank Accounts.

(a) All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking or brokerage institutions as the General Partner shall determine, and withdrawals shall be made only on such signature or signatures as the General Partner may, from time to time, determine.

(b) All deposits and other funds not needed in the operation of the business of the Partnership may be invested by the General Partner. The funds of the Partnership shall not be commingled with the funds of any Person other than the General Partner, except for such commingling as may necessarily result from an investment in those investment companies permitted by this Section 10.02(b).

10.03 Fiscal and Taxable Year. The fiscal and taxable year of the Partnership shall be the calendar year unless otherwise required by the Code.

10.04 Annual Tax Information and Report. The General Partner shall use commercially reasonable efforts to furnish to each person who was a Limited Partner at any time during such year, within 75 days after the end of each fiscal year of the Partnership, the tax information necessary to file such Limited Partner's individual tax returns as shall be reasonably required by law.

10.05 Partnership Representative; Tax Elections; Special Basis Adjustments.

(a) The General Partner shall designate each year a "partnership representative" (within the meaning of Section 6223(a) of the Code) (the "**Partnership Representative**") of the Partnership which may be the General Partner and shall be the General Partner if no other Person is designated. The General Partner shall have the right to retain professional assistance in respect of any audit of the Partnership by the IRS or to retain the services of a Partnership Representative, and all out-of-pocket expenses and fees incurred by the Partnership Representative shall constitute Partnership expenses. Any person who serves as Partnership Representative shall not be liable to the Partnership or any Partner for any action it takes or fails to take in such capacity, unless such action or failure to act constitutes bad faith, willful misconduct, gross negligence, fraud or a material breach of this Agreement. The Partnership Representative is authorized to and shall represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by any federal, state, or local tax authorities, including resulting administrative and judicial proceedings (each a "**Tax Audit**" and collectively, "**Tax Audits**"), and to expend Partnership funds for professional services and costs associated therewith.

(i) In its capacity as such, the Partnership Representative shall have the authority and discretion to exercise any and all authority of the Partnership Representative under the Code, including, without limitation, (i) binding the Partnership and its Partners with respect to tax matters, including, but not limited to, by entering into any settlement offer, agreeing to extend statutes of limitation, and initiating litigation and, (ii) in cases where the IRS, in connection with a Tax Audit governed by the Partnership Tax Audit Rules, proposes a Covered Audit Adjustment, determining, in its sole discretion, whether, to the extent that such election is available under the Partnership Tax Audit Rules, to make a Push-Out Election.

(ii) If the Partnership Representative changes its address, the Partnership Representative shall promptly notify the IRS of such occurrence. If the Partnership Representative is replaced pursuant to Section 10.05(a), the outgoing Partnership Representative shall take all actions required by the Partnership Tax Audit Rules to revoke or resign its prior designation as the Partnership Representative.

(iii) To the maximum extent permitted by applicable law, the Partnership Representative will not be liable for, and will be indemnified and held harmless by the Partnership from and against, any and all loss, liability, damage, cost or expense, including reasonable attorneys' and accountants' fees, suffered or incurred in defense of any demands, claims or lawsuits against the Partnership Representative in or as a result of or relating to his or its capacity, actions or omissions as the Partnership Representative, or concerning the Partnership or any activities undertaken on behalf of the Partnership; provided that the acts or omissions of the Partnership Representative are not found by a court of competent jurisdiction upon entry of a final judgment to have been the result of fraud or willful misconduct or, with respect to criminal matters, that the Partnership Representative had reason to believe that his conduct was unlawful.

(iv) If the Partnership Representative makes a Push-Out Election with respect to a Covered Audit Adjustment, each Partner (including transferees or successors of any Partner) covenants and agrees that it shall (1) pay any and all resulting taxes, additions to tax, penalties and interest in a timely fashion and (2) cooperate with the Partnership and the Partnership Representative in good faith. Notwithstanding the foregoing, if the Partnership is required to pay any tax, addition to tax, penalty, or interest following a Push-Out Election because any portion of the applicable Covered Audit Adjustment would otherwise be subject to withholding by the Partnership under Chapters 3 or 4 of Subtitle A of the Code, any such amounts shall be considered Partnership Level Taxes with respect to the applicable Partners subject to the provisions of Section 5.02(e).

(v) To the extent that the Partnership Representative does not make a Push-Out Election with respect to a Covered Audit Adjustment, the Partnership Representative may make Imputed Underpayment Modifications (taking into account whether the Partnership Representative has received all requisite information on a timely basis from the Partners), and each Partner shall, as requested by the Partnership Representative, take such actions as may be necessary or prudent for the Partnership Representative to seek an Imputed Underpayment Modification (including, for the avoidance of doubt, filing an amended federal income tax return or following an alternative

procedure to filing an amended federal income tax return, as described in Section 6225(c)(2) of the Code, paying any and all resulting federal income taxes in a timely fashion, providing all necessary information to the Partnership to support the modification of the tax rate applicable to any Imputed Underpayment Modification pursuant to Section 6225(c)(4) of the Code, and providing an affidavit to the Partnership Representative that such actions have been taken). If not otherwise sought by the Partnership Representative and if reasonably requested by a Partner, the Partnership Representative shall use commercially reasonable efforts to provide to such Partner information allowing such Partner to file an amended federal income tax return or to follow an alternative procedure to filing an amended federal income tax return, as described in Section 6225(c)(2) of the Code, to the extent that such amended return or alternative procedure and payment of any related taxes, additions to tax, penalties, and interest would reduce any Partnership Level Taxes attributable to the Covered Audit Adjustment.

(vi) To the extent that the Partnership Representative does not make a Push-Out Election with respect to a Covered Audit Adjustment, the Partnership Representative is authorized, pursuant to Section 4.03, to obtain a loan on behalf of the Partnership to pay any Partnership Level Taxes.

(vii) Each Partner agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative in connection with any Tax Audit. If reasonably requested by the Partnership Representative, each Partner shall deliver to the Partnership Representative: (i) any certificates, forms, affidavits, or instruments reasonably requested by the Partnership Representative relating to such Partner's status under any tax laws, (including, but limited to, evidence of the filing of tax returns and/or payment of tax), and (ii) any information reasonably requested by the Partnership Representative in connection with the Partnership Tax Audit Rules (including, but not limited to, upper-tier shareholder specific information if a Partner is or becomes an S corporation for federal income tax purposes, upper-tier partner specific information if a Partner is or becomes a partnership for federal income tax purposes, tax returns, information regarding the character of income as capital gain or qualified dividend income, and information regarding passive activity losses).

(viii) Notwithstanding anything herein to the contrary, nothing in this Agreement shall obligate the Partnership Representative to provide notice to the Partners regarding any Tax Audit other than as required by the Partnership Tax Audit Rules. The Partners shall have no right to participate in any Tax Audit, unless the Partnership Representative gives its written consent otherwise.

(ix) Each Partner agrees to promptly update and supplement its contact information as necessary to keep such information up-to-date, even if such Partner's interest in the Partnership is transferred or terminated.

(x) The provisions of Sections 10.05(a), including the Partnership Representative's authority under this section, shall survive the termination, dissolution, liquidation and winding up of the Partnership and the termination or transfer of any Partner's interest in the Partnership and shall remain binding on each Partner for the period of time necessary to resolve any Tax Audit involving or related to the Partnership.

(xi) All third-party costs and expenses incurred by the Partnership Representative in performing its duties as such (including legal and accounting fees and expenses) shall be borne by the Partnership. Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm to assist the Partnership Representative in discharging its duties hereunder, so long as the compensation paid by the Partnership for such services is reasonable.

(b) All elections required or permitted to be made by the Partnership under the Code or any applicable state or local tax law shall be made by the General Partner in its sole and absolute discretion.

(c) In the event of a transfer of all or any part of the Partnership Interest of any Partner, the Partnership, at the option of the General Partner, may elect pursuant to Section 754 of the Code to adjust the basis of the Properties. Notwithstanding anything contained in Article V of this Agreement, any adjustments made pursuant to Section 754 shall affect only the successor in interest to the transferring Partner and in no event shall be taken into account in establishing, maintaining or computing Capital Accounts for the other Partners for any purpose under this Agreement. Each Partner will furnish the Partnership with all information necessary to give effect to such election.

(d) The Partners, intending to be legally bound, hereby authorize the Partnership to make an election (the "**Safe Harbor Election**") to have the "liquidation value" safe harbor provided in Proposed Treasury Regulation § 1.83-3(1) and the Proposed Revenue Procedure set forth in IRS Notice 2005-43, as such safe harbor may be modified when such proposed guidance is issued in final form or as amended by subsequently issued guidance (the "**Safe Harbor**"), apply to any interest in the Partnership transferred to a service provider while the Safe Harbor Election remains effective, to the extent such interest meets the Safe Harbor requirements (collectively, such interests are referred to as "**Safe Harbor Interests**"). The Partnership Representative is authorized and directed to execute and file the Safe Harbor Election on behalf of the Partnership and the Partners. The Partnership and the Partners (including any person to whom an interest in the Partnership is transferred in connection with the performance of services) hereby agree to comply with all requirements of the Safe Harbor (including forfeiture allocations) with respect to all Safe Harbor Interests and to prepare and file all U.S. federal income tax returns reporting the tax consequences of the issuance and vesting of Safe Harbor Interests consistent with such final Safe Harbor guidance. The Partnership is also authorized to take such actions as are necessary to achieve, under the Safe Harbor, the effect that the election and compliance with all requirements of the Safe Harbor referred to above would be intended to achieve under Proposed Treasury Regulation § 1.83-3, including amending this Agreement. In the event the Safe Harbor Election is rendered moot or obsolete by future legislation that amends Section 83 of the Code, this Section 10.05(d) shall have no effect. The liquidation value of each LTIP Unit shall be zero upon grant as provided in Section 4.04(c)(i).

(e) Each Limited Partner shall be required to provide such information as reasonably requested by the Partnership in order to determine whether such Limited Partner (i) owns, directly or constructively (within the meaning of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code and Section 7704(d)(3) of the Code), 5% or more of the value of the Partnership or (ii) owns, directly or constructively (within the meaning of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code and Section 7704(d)(3) of the Code),10% or more of (a) the stock, by voting power or value, of a tenant (other than a "taxable REIT subsidiary" within the meaning of Section 856(d) of the Code) of the Partnership that is a corporation or (b) the assets or net profits of a tenant of the Partnership that is a noncorporate entity.

ARTICLE XI
AMENDMENT OF AGREEMENT; MERGER

11.01 Amendment of Agreement. The General Partner's consent shall be required for any amendment to this Agreement. The General Partner, without the consent of the Limited Partners, may amend this Agreement in any respect; provided that the following amendments shall require the consent of a Majority in Interest (excluding, for purposes of determining a Majority in Interest, Partnership Interests held by the General Partner, Parent REIT or any Subsidiary of the General Partner or Parent REIT):

(a) any amendment affecting the operation of the Conversion Factor or the Redemption Right (except as otherwise provided herein) in a manner that adversely affects the Limited Partners in any material respect;

(b) any amendment that would adversely affect the rights of the Limited Partners to receive the distributions payable to them hereunder, other than with respect to the issuance of additional Partnership Units pursuant to Section 4.02 hereof;

(c) any amendment that would alter the Partnership's allocations of Profit and Loss to the Limited Partners, other than with respect to the issuance of additional Partnership Units pursuant to Section 4.02 hereof;

(d) any amendment that would impose on the Limited Partners any obligation to make additional Capital Contributions to the Partnership; or

(e) any amendment to this Article XI.

11.02 Merger of Partnership. The General Partner, without the consent of the Limited Partners, may (i) merge or consolidate the Partnership with or into any other domestic or foreign partnership, limited partnership, limited liability company or corporation or (ii) sell all or substantially all of the assets of the Partnership in a transaction pursuant to which the Limited Partners (other than the General Partner, Parent REIT or any Subsidiary of the General Partner or Parent REIT) receive the consideration as set forth in Section 7.01(c)(ii) hereof or in a transaction that complies with Sections 7.01(c)(iii) or 7.01(d) hereof and may amend this Agreement in connection with any such transaction consistent with the provisions of this Article XI; provided that the consent of a Majority in Interest shall be required in the case of any other (a) merger or consolidation of the Partnership with or into any other domestic or foreign partnership, limited partnership, limited liability company or corporation or (b) sale of all or substantially all of the assets of the Partnership.

ARTICLE XII
GENERAL PROVISIONS

12.01 Notices. All communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, by email, by press release, by posting on the web site of Parent REIT or upon deposit in the United States mail, registered, first-class postage prepaid return receipt requested, or via courier to the Partners at the addresses set forth in Exhibit A attached hereto, as it may be amended or restated from time to time; provided that any Partner may specify a different address by notifying the General Partner in writing of such different address. Notices to the General Partner and the Partnership shall be delivered at or mailed to its principal office address set forth in Section 2.03 hereof. The General Partner and the Partnership may specify a different address by notifying the Limited Partners in writing of such different address.

12.02 Survival of Rights. Subject to the provisions hereof limiting Transfers, this Agreement shall be binding upon and inure to the benefit of the Partners and the Partnership and their permitted respective legal representatives, successors, transferees and assigns.

12.03 Additional Documents. Each Partner agrees to perform all further acts and execute, swear to, acknowledge and deliver all further documents that may be reasonable, necessary, appropriate or desirable to carry out the provisions of this Agreement or as required by the Act.

12.04 Severability. If any provision of this Agreement shall be declared illegal, invalid or unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Agreement (to the extent permitted by law) and in any event such illegality, invalidity or unenforceability shall not affect the remainder hereof. To the extent permitted under applicable law, the severed provision shall be interpreted or modified so as to be enforceable to the maximum extent permitted by law.

12.05 Entire Agreement. This Agreement and exhibits attached hereto constitute the entire Agreement of the Partners and supersede all prior written agreements and prior and contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

12.06 Pronouns and Plurals. When the context in which words are used in the Agreement indicates that such is the intent, words in the singular number shall include the plural and the masculine gender shall include the neuter or female gender as the context may require.

12.07 Headings. The Article headings or sections in this Agreement are for convenience only and shall not be used in construing the scope of this Agreement or any particular Article.

12.08 Counterparts. This Agreement may be executed by hand or by power of attorney in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

12.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12.10 Limitation to Preserve REIT Status. Notwithstanding anything else in this Agreement, to the extent that the amount to be paid, credited, distributed or reimbursed by the Partnership to Parent REIT or its officers, directors, employees or agents, whether as a reimbursement, fee, expense or indemnity (a "**REIT Payment**"), would constitute gross income to Parent REIT for purposes of Section 856(c)(2) or Section 856(c)(3) of the Code, then, notwithstanding any other provision of this Agreement, the amount of such REIT Payments, as selected by Parent REIT in its sole and absolute discretion from among items of potential distribution, reimbursement, fees, expenses and indemnities, shall be reduced for any Partnership taxable year so that the REIT Payments, as so reduced, for or with respect to Parent REIT shall not exceed the lesser of:

(a) an amount equal to the excess, if any, of (i) 4.9% of Parent REIT's total gross income (but excluding the amount of any REIT Payments and amounts excluded from gross income pursuant to Section 856(c)(5)(G) of the Code) for the Partnership taxable year that is described in subsections (A) through (I) of Section 856(c)(2) of the Code over (ii) the amount of gross income (within the meaning of Section 856(c)(2) of the Code) derived by Parent REIT from sources other than those described in subsections (A) through (I) of Section 856(c)(2) of the Code (but not including the amount of any REIT Payments and amounts excluded from gross income pursuant to Section 856(c)(5)(G) of the Code); or

(b) an amount equal to the excess, if any, of (i) 24% of Parent REIT's total gross income (but excluding the amount of any REIT Payments and amounts excluded from gross income pursuant to Section 856(c)(5)(G) of the Code) for the Partnership taxable year that is described in subsections (A) through (I) of Section 856(c)(3) of the Code over (ii) the amount of gross income (within the meaning of Section 856(c)(3) of the Code) derived by Parent REIT from sources other than those described in subsections (A) through (I) of Section 856(c)(3) of the Code (but not including the amount of any REIT Payments and amounts excluded from gross income pursuant to Section 856(c)(5)(G) of the Code);

provided, however, that REIT Payments in excess of the amounts set forth in clauses (a) and (b) above may be made if Parent REIT, as a condition precedent, obtains an opinion of tax counsel that the receipt of such excess amounts should not adversely affect Parent REIT's ability to qualify as a REIT. To the extent that REIT Payments may not be made in a Partnership taxable year as a consequence of the limitations set forth in this Section 12.10, such REIT Payments shall carry over and shall be treated as arising in the following Partnership taxable year if such carry over does not adversely affect Parent REIT's ability to qualify as a REIT, provided, however, that any such REIT Payment shall not be carried over more than three Partnership taxable years, and any such remaining payments shall no longer be due and payable. The purpose of the limitations contained in this Section 12.10 is to prevent Parent REIT from failing to qualify as a REIT under the Code by reason of Parent REIT's share of items, including distributions, reimbursements, fees, expenses or indemnities, receivable directly or indirectly from the Partnership, and this Section 12.10 shall be interpreted and applied to effectuate such purpose.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures to this Amended and Restated Agreement of Limited Partnership, all as of the [•] day of [•], 2019.

GENERAL PARTNER:

ALPINE INCOME PROPERTY GP, LLC

By: Alpine Income Property Trust, Inc.,
its Member:

By: _____
Name:
Title:

LIMITED PARTNERS:

ALPINE INCOME PROPERTY TRUST, INC.

By: _____
Name:
Title:

CONSOLIDATED-TOMOKA LAND CO., a Florida corporation

By: _____
Name:
Title:

INDIGO GROUP, LTD., a Florida limited partnership

By: Indigo Group, Inc., a Florida corporation, its General Partner

By: _____
Name:
Title:

EXHIBIT A

(As of [•], 2019)

Partner	Cash Contribution(1)	Agreed Value of Capital Contribution(1)	Common Units	LTIP Units	Percentage Interest
General Partner:					
Alpine Income Property GP, LLC	$				0.01%
Limited Partners:					
Alpine Income Property Trust, Inc.	$	$			%
Consolidated-Tomoka Land Co.					%
Indigo Group Ltd.		$			%
TOTALS	$	$			100.00%

(1) Does not account for offering expenses. Cash and Agreed Value of Cash are to be reduced by final amount of offering expenses as determined by the accountants to the Partnership at a later date.

EXHIBIT B

NOTICE OF REDEMPTION

In accordance with Section 8.04 of the Agreement of Limited Partnership, as amended (the "Agreement"), of Alpine Income Property OP, LP, the undersigned hereby irrevocably (i) presents for redemption _____ Common Units in Alpine Income Property OP, LP in accordance with the terms of the Agreement and the Redemption Right referred to in Section 8.04 thereof, (ii) surrenders such Common Units and all right, title and interest therein and (iii) directs that the Cash Amount or REIT Shares Amount (as defined in the Agreement) as determined by the General Partner deliverable upon exercise of the Redemption Right be delivered to the address specified below, and if REIT Shares (as defined in the Agreement) are to be delivered, such REIT Shares be registered or placed in the name(s) and at the address(es) specified below. The undersigned hereby represents, warrants and certifies that the undersigned (a) has title to such Common Units, free and clear of the rights and interests of any person or entity other than the Partnership or the General Partner; (b) has the full right, power and authority to cause the redemption of the Common Units as provided herein; and (c) has obtained the approval of all persons or entities, if any, having the right to consent to or approve the Common Units for redemption.

Dated:_____ __, _____

Name of Limited Partner:

_____

(Signature of Limited Partner or Authorized Representative)

_____

(Mailing Address)

_____

(City) (State) (Zip Code)

Signature Guaranteed by:

_____

If REIT Shares are to be issued, issue to:

Please insert social security or identifying number:

Name:

EXHIBIT C-1

CERTIFICATION OF NON-FOREIGN STATUS
(FOR REDEEMING LIMITED PARTNERS THAT ARE ENTITIES)

Under Sections 1445(e) and 1446(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), in the event of a disposition by a non-U.S. person of a partnership interest in a partnership (A) in which (i) 50% or more of the value of the gross assets consists of United States real property interests ("**USRPIs**"), as defined in Section 897(c) of the Code, and (ii) 90% or more of the value of the gross assets consists of USRPIs, cash, and cash equivalents or (B) for which any portion of the gain on disposition of such partnership interest would be treated as effectively connected with the conduct of a trade or business within the United States under Section 864(c)(8) of the Code, the transferee will be required to withhold a portion of the amount realized by the non-U.S. person upon the disposition. To inform Alpine Income Property GP, LLC (the "**General Partner**") and Alpine Income Property OP, LP (the "**Partnership**") that no withholding is required with respect to the redemption by _____ ("**Partner**") of its Common Units in the Partnership, the undersigned hereby certifies the following on behalf of Partner:

1. Partner is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Code and the Treasury regulations thereunder.

2. Partner is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

3. The U.S. employer identification number of Partner is _____.

4. The principal business address of Partner is: _____, _____ and Partner's place of incorporation is _____.

5. Partner agrees to inform the General Partner if it becomes a foreign person at any time during the three-year period immediately following the date of this notice.

6. Partner understands that this certification may be disclosed to the Internal Revenue Service by the General Partner and that any false statement contained herein could be punished by fine, imprisonment, or both.

PARTNER: _____

By: _____

Name: _____

Title: _____

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Partner.

Date: _____

_____
Name:
Title:

EXHIBIT C-2

CERTIFICATION OF NON-FOREIGN STATUS
(FOR REDEEMING LIMITED PARTNERS THAT ARE INDIVIDUALS)

Under Sections 1445(e) and 1446(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), in the event of a disposition by a non-U.S. person of a partnership interest in a partnership (A) in which (i) 50% or more of the value of the gross assets consists of United States real property interests ("**USRPIs**"), as defined in Section 897(c) of the Code, and (ii) 90% or more of the value of the gross assets consists of USRPIs, cash, and cash equivalents or (B) for which any portion of the gain on disposition of such partnership interest would be treated as effectively connected with the conduct of a trade or business within the United States under Section 864(c)(8) of the Code, the transferee will be required to withhold a portion of the amount realized by the non-U.S. person upon the disposition. To inform Alpine Income Property GP, LLC (the "**General Partner**") and Alpine Income Property OP, LP (the "**Partnership**") that no withholding is required with respect to my redemption of my Common Units in the Partnership, I, _____, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. federal income taxation.

2. My U.S. taxpayer identification number (Social Security number) is _____.

3. My home address is: _____.

4. I agree to inform the General Partner promptly if I become a nonresident alien at any time during the three-year period immediately following the date of this notice.

5. I understand that this certification may be disclosed to the Internal Revenue Service by the General Partner and that any false statement contained herein could be punished by fine, imprisonment, or both.

_____
Name:

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete.

Date: _____

_____
Name:
Title:

EXHIBIT D

NOTICE OF ELECTION BY PARTNER TO CONVERT LTIP UNITS INTO COMMON UNITS

The undersigned holder of LTIP Units hereby irrevocably: (i) elects to convert the number of LTIP Units in Alpine Income Property OP, LP (the "Partnership") set forth below into Common Units in accordance with the terms of the Agreement of Limited Partnership of the Partnership, as amended; and (ii) directs that any cash in lieu of Common Units that may be deliverable upon such conversion be delivered to the address specified below. The undersigned hereby represents, warrants and certifies that the undersigned: (a) has title to such LTIP Units, free and clear of the rights or interests of any other person or entity other than the Partnership or the General Partner; (b) has the full right, power, and authority to cause the conversion of such LTIP Units as provided herein; and (c) has obtained the consent to or approval of all persons or entities, if any, having the right to consent to or approve such conversion.

Name of Holder: _____
(Please Print: Exact Name as Registered with Partnership)

Number of LTIP Units to be Converted: _____

Date of this Notice: _____

_____
(Signature of Holder: Sign Exact Name as Registered with Partnership)

_____
(Street Address)

_____
(City) (State) (Zip Code)

Signature Guaranteed by: _____

EXHIBIT E

NOTICE OF ELECTION BY PARTNERSHIP TO FORCE CONVERSION OF LTIP UNITS INTO COMMON UNITS

Alpine Income Property OP, LP (the "Partnership") hereby elects to cause the number of LTIP Units held by the holder of LTIP Units set forth below to be converted into Common Units in accordance with the terms of the Agreement of Limited Partnership of the Partnership, as amended, effective as of _____ (the "Conversion Date").

Name of Holder: _____
(Please Print: Exact Name as Registered with Partnership)

Number of LTIP Units to be Converted: _____

Date of this Notice: _____

Exhibit 10.2

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this "*Agreement*") is made and entered into as of [●], 2019, by and among Alpine Income Property Trust, Inc., a Maryland corporation (the "*Company*"), Alpine Income Property OP, LP, a Delaware limited partnership (the "*Operating Partnership*"), and Alpine Income Property Manager, LLC, a Delaware limited liability company (the "*Manager*" and, together with the Company and the Operating Partnership, the "*Parties*" and each a "*Party*").

RECITALS

WHEREAS, the Company is a Maryland corporation that focuses primarily on the acquisition, ownership and leasing of single-tenant commercial properties;

WHEREAS, the Company owns its assets and conducts its operations through the Operating Partnership and its other Subsidiaries (as defined herein);

WHEREAS, the Company intends to qualify as a real estate investment trust for federal income tax purposes and will elect to receive the tax benefits accorded by Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Company and the Operating Partnership desire to retain the Manager to manage the assets, operations and affairs of the Company pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions.

(a) The following terms shall have the meanings set forth in this Section 1(a):

"Acquisition Expenses" means any and all third-party expenses incurred by the Company, the Manager or any of their respective Affiliates in connection with the selection, evaluation, acquisition, origination, making or development of any Investment, whether or not acquired, including legal fees and expenses, travel and communications expenses, property inspection expenses, brokerage or finder's fees, costs of appraisals, nonrefundable option payments on property not acquired, accounting fees and expenses, title insurance premiums and expenses, survey expenses, closing costs and the costs of performing due diligence.

"Affiliate" means, with respect to a Person, a Person that controls, is controlled by, or is under common control with such original Person. For purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"*Agreement*" has the meaning set forth in the Preamble.

"*Annual Budget*" has the meaning assigned in Section 2(g)(i).

"*Automatic Renewal Term*" has the meaning assigned in Section 13(a).

"*Base Management Fee*" means the base management fee in an amount equal to 1.50% per annum (0.375% per fiscal quarter) of Total Equity, calculated and payable in quarterly installments in arrears in cash.

"*Board of Directors*" means the Board of Directors of the Company.

"*Cause Termination Notice*" has the meaning assigned in Section 14(a).

"*Code*" has the meaning assigned to such term in the Recitals.

"*Common Stock*" means the common stock, par value $0.01 per share, of the Company.

"*Company*" has the meaning set forth in the Preamble; *provided* that all references herein to the Company shall, except as otherwise expressly provided herein, be deemed to include any Subsidiaries.

"*Company Account*" has the meaning assigned in Section 5.

"*Company Indemnified Party*" has the meaning assigned in Section 11(c).

"*Confidential Information*" means all non-public information, written or oral, obtained by the Manager or its Affiliates in connection with the services rendered hereunder.

"*CTO*" means Consolidated-Tomoka Land Co., a Florida corporation and the sole member of the Manager.

"*Cumulative Hurdle*" means an amount equal to an 8.00% cumulative annual return on the High Water Price.

"*Date of Termination*" means the date on which this Agreement is terminated or expires without renewal.

"*Directors*" means the members of the Board of Directors.

"*Effective Termination Date*" has the meaning assigned in Section 13(b).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Exclusivity and ROFO Agreement*" means that certain Exclusivity and Right of First Offer Agreement, of even date herewith, by and between the Company and CTO.

"*Final Share Price*" means, with respect to any Measurement Period, the volume weighted average trading price for a share of Common Stock on the NYSE (or any other securities exchange on which the Common Stock is principally traded) over the ten consecutive trading days ending on the last trading day of such Measurement Period.

"*GAAP*" means generally accepted accounting principles in effect in the U.S. on the date such principles are applied consistently.

"*Governing Instruments*" means, with respect to any Person, the articles of incorporation, certificate of incorporation or charter, as the case may be, and bylaws in the case of a corporation, the certificate of limited partnership (if applicable) and agreement of limited partnership or partnership agreement in the case of a general or limited partnership or the articles or certificate of formation and operating agreement in the case of a limited liability company, in each case, as amended, restated or supplemented from time to time.

"*High Water Price*" means, with respect to any Measurement Period, the volume weighted average trading price for a share of Common Stock on the NYSE (or any other securities exchange on which the Common Stock is principally traded) over the ten consecutive trading days ending on the last trading day immediately prior to the beginning of such Measurement Period; *provided, however*, that the High Water Price with respect to the first Measurement Period shall be the price per share at which shares of the Common Stock are sold to the public in the Initial Public Offering; *provided further* that the High Water Price for any Measurement Period shall never be less than the highest High Water Price for any preceding Measurement Period.

"*Incentive Fee*" means the incentive fee payable to the Manager, if any, which shall be calculated and payable with respect to each Measurement Period (or part thereof that this Agreement is in effect) in arrears in an amount equal to the greater of (i) $0.00 and (ii) the product of (a) 15.00% multiplied by (b) the Outperformance Amount multiplied by (c) the Weighted Average Shares.

"*Indemnification Obligations*" has the meaning assigned in Section 11(b).

"*Indemnitee*" has the meaning assigned in Section 11(d).

"*Indemnitor*" has the meaning assigned in Section 11(d).

"*Independent Directors*" means the directors serving on the Board of Directors who have been deemed by the Board of Directors to satisfy the independence standards applicable to companies listed on the NYSE.

"*Initial Public Offering*" means that certain underwritten public offering of Common Stock completed on the date of this Agreement.

"*Initial Term*" has the meaning assigned in Section 13(a).

"*Internalization Price*" means the price ultimately agreed upon by the Company and the Manager, and paid by the Company to the Manager in connection with an Internalization Transaction.

"*Internalization Transaction*" means a transaction in which (i) the Manager contributes to the Company, the Operating Partnership or another Subsidiary all of the assets of the Manager, including, all furniture, fixtures, leasehold improvements, contract rights, computer software, employment and customer relationships, goodwill, going concern value, other identifiable intangible assets and other business assets then owned by the Manager, (ii) CTO contributes to the Company, the Operating Partnership or another Subsidiary 100% of the outstanding equity interests in the Manager, or (iii) this Agreement is terminated and, in the case of any transaction referred to in clause (i), (ii) or (iii), the Company becomes internally managed by the officers and employees of CTO or the Manager.

"*Investments*" means the investments of the Company.

"*Investment Company Act*" means the Investment Company Act of 1940, as amended.

"*Investment Guidelines*" means the general criteria, parameters and policies relating to Investments as established by the Board of Directors, as the same may be modified from time-to-time.

"*IPO Closing Date*" has the meaning assigned in Section 13(a).

"*Judicially Determined*" has the meaning assigned in Section 11(a).

"*Manager*" has the meaning assigned in the Preamble.

"*Manager Change of Control*" means the occurrence of any of the following: (i) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Manager, taken as a whole, to any Person other than CTO or any of its Affiliates; (ii) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of CTO, taken as a whole, to any Person other than an Affiliate of CTO; (iii) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Company or any of its Affiliates, in a single transaction or in a series of related transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the voting capital interests of the Manager or CTO; or (iv) change in the composition of the board of directors of CTO such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the board of directors of CTO cease for any reason to constitute more than 50% of the board of directors of CTO; *provided, however*, that any individual becoming a member of the board of directors of CTO subsequent to the beginning of such period whose election, or nomination for election by CTO's shareholders, was approved by a vote of at least two-thirds of the directors immediately prior to the date of such appointment or election will be considered as though such individual were a member of the board of directors of CTO as of the beginning of such period.

"*Manager Indemnified Party*" has the meaning assigned in Section 11(a).

"*Measurement Period*" means each period beginning on January 1 after the last Measurement Period with respect to which the Incentive Fee shall have been payable (January 1, 2020 with respect to the first Measurement Period) and ending on December 31 of the applicable calendar year, provided that if this Agreement is terminated or expires without renewal other than on December 31, the last Measurement Period will end on the last complete trading day for the Common Stock on the NYSE (or any other securities exchange on which the Common Stock is principally traded) prior to such termination or expiration.

"*Notice of Proposal to Negotiate*" has the meaning assigned in Section 13(c).

"*NYSE*" means the New York Stock Exchange.

"*OP units*" means common units of limited partnership interest in the Operating Partnership.

"*Operating Partnership*" has the meaning assigned in the Preamble.

"*Outperformance Amount*" means, with respect to any Measurement Period, (i)Total Stockholder Return with respect to such Measurement Period, minus (ii) the Cumulative Hurdle.

"*Party*" or "*Parties*" has the meaning assigned in the Preamble.

"*Person*" means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"*Records*" has the meaning assigned in Section 6(a).

"*REIT*" means a "real estate investment trust" as defined under the Code.

"*Representatives*" means collectively the Manager's Affiliates, officers, directors, employees, agents and representatives.

"*SEC*" means the United States Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Subsidiary*" means any subsidiary of the Company, any partnership (including the Operating Partnership), the general partner of which is the Company or any subsidiary of the Company, and any limited liability company, the managing member of which is the Company or any subsidiary of the Company.

"*Tax Preparer*" has the meaning assigned in Section 7(f).

"*Termination Fee*" means, with respect to any termination or non-renewal of this Agreement under Section 13, a fee equal to three times the sum of (i) the average annual Base Management Fee earned by the Manager during the 24-month period immediately preceding the most recently completed calendar quarter prior to the Effective Termination Date and (ii) the average annual Incentive Fee earned by the Manager during the two most recently completed Measurement Periods prior to the Effective Termination Date.

"*Termination Notice*" has the meaning assigned in Section 13(b).

"*Termination Without Cause*" has the meaning assigned in Section 13(b).

"*Total Equity*" means, as of a particular date, (i) the sum of the net cash proceeds and the value of non-cash consideration from all issuances of equity securities by the Company or the Operating Partnership since the Company's inception, including OP units (calculated on a daily weighted average basis), less (ii) any amount that the Company or the Operating Partnership has paid to repurchase shares of Common Stock or OP units, as applicable, since the Company's inception. Total Equity may be adjusted to exclude one-time events pursuant to changes in GAAP and certain non-cash items after discussions between the Manager and the Independent Directors and approval in advance by a majority of the Independent Directors. As a result, Total Equity, for purposes of calculating the Base Management Fee, could be greater than or less than the amount of the Company's stockholders' equity calculated in accordance with GAAP and shown on the face of the Company's consolidated balance sheets.

"*Total Stockholder Return*" means, with respect to any Measurement Period, an amount equal to (i) the Final Share Price, plus (ii) all dividends with respect to a share of Common Stock paid since the beginning of such Measurement Period (whether paid in cash or a distribution in kind), minus (iii) the High Water Price.

"*Treasury Regulations*" means the Procedures and Administration Regulations promulgated by the U.S. Department of Treasury under the Code, as amended.

"*Weighted Average Shares*" means, with respect to any Measurement Period, the weighted average fully diluted number of shares of Common Stock issued and outstanding during such Measurement Period, as determined in accordance with GAAP.

(b) As used herein, accounting terms relating to the Company not defined in Section 1(a) and accounting terms partly defined in Section 1(a), to the extent not defined, shall have the respective meanings given to them under GAAP. As used herein, "*fiscal quarters*" shall mean the period from January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31 of the applicable year.

(c) The words "*hereof,*" "*herein*" and "*hereunder*" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words include, includes and including shall be deemed to be followed by the phrase *"without limitation."*

2. Appointment and Duties of the Manager.

(a) *Appointment*. The Company and the Operating Partnership hereby appoint the Manager to manage, operate and administer the assets, operations and affairs of the Company subject to the further terms and conditions set forth in this Agreement, and the Manager hereby agrees to use its commercially reasonable efforts to perform each of the duties set forth herein in accordance with the provisions of this Agreement.

(b) *Duties*. The Manager shall manage, operate and administer the day-to-day operations, business and affairs of the Company, subject to the direction and supervision of the Board of Directors, and shall have only such functions and authority as the Board of Directors may delegate to it, including the authority identified and delegated to the Manager herein. Without limiting the foregoing, the Manager shall oversee and conduct the investment activities of the Company in accordance with the Investment Guidelines attached hereto as Exhibit A, as amended from time to time, and other policies adopted and implemented and monitored by the Board of Directors. Subject to the foregoing, the Manager will use its commercially reasonable efforts to perform (or cause to be performed) such services and activities relating to the management, operation and administration of the assets, liabilities and business of the Company as is appropriate, including:

(i) serving as the Company's consultant with respect to the periodic review of the Investment Guidelines and other policies and criteria for the other borrowings and the operations of the Company;

(ii) investigating, analyzing and selecting possible Investment opportunities and originating, acquiring, structuring, financing, retaining, selling, negotiating for prepayment, restructuring or disposing of Investments consistent with the Investment Guidelines and making representations and warranties in connection therewith;

(iii) with respect to any prospective Investment by the Company and any sale, exchange or other disposition of any Investment by the Company, conducting negotiations on the Company's behalf with sellers and purchasers and their respective agents, representatives and investment bankers and owners of privately and publicly held real estate companies;

(iv) engaging and supervising, on the Company's behalf and at the Company's sole cost and expense, third-party service providers who provide legal, accounting, due diligence, transfer agent, registrar, property management and maintenance services, leasing services, master servicing, special servicing, banking, investment banking, mortgage brokerage, real estate brokerage, securities brokerage and other financial services and such other services as may be required relating to the Investments or potential Investments and to the Company's other business and operations;

(v) coordinating and supervising, on behalf of the Company and at the Company's sole cost and expense, other third-party service providers to the Company;

(vi) coordinating and managing operations of any joint venture or co-investment interests held by the Company and conducting all matters with any joint venture or co-investment partners;

(vii) providing executive and administrative personnel, office space and office services required in rendering services to the Company;

(viii) administering the Company's day-to-day operations and performing and supervising the performance of such other administrative functions necessary to the Company's management as may be agreed upon by the Manager and the Board of Directors, including the collection of revenues and the payment of the Company's debts and obligations;

(ix) in connection with the Company's subsequent, on-going obligations under the Sarbanes-Oxley Act of 2002, as amended, and the Exchange Act, engaging and supervising, on the Company's behalf and at the Company's sole cost and expense, third-party consultants and other service providers to assist the Company in complying with the requirements of the Sarbanes-Oxley Act of 2002, as amended, and the Exchange Act;

(x) communicating on the Company's behalf with the holders of any of the Company's equity or debt securities as required to satisfy the reporting and other requirements of any governmental bodies or agencies or trading markets and to maintain effective relations with such holders;

(xi) counseling the Company in connection with policy decisions to be made by the Board of Directors;

(xii) counseling the Company, and when appropriate, evaluating and making recommendations to the Board of Directors regarding hedging and financing strategies and engaging in hedging, financing and borrowing activities on the Company's behalf, consistent with the Investment Guidelines;

(xiii) counseling the Company regarding the qualification and maintenance of its status as a REIT and monitoring compliance with the various REIT qualification tests and other rules set out in the Code and the Treasury Regulations;

(xiv) counseling the Company regarding the maintenance of the Company's exclusion from status as an investment company under the Investment Company Act and monitoring compliance with the requirements for maintaining such exclusion and using commercially reasonable efforts to cause the Company to maintain such exclusion from status as an investment company under the Investment Company Act;

(xv) assisting the Company in developing criteria for asset purchase commitments that are specifically tailored to the Company's investment objectives and making available to the Company its knowledge and experience with respect to single-tenant commercial real estate and operations;

(xvi) furnishing such reports to the Company or the Board of Directors that the Manager reasonably determines to be responsive to reasonable requests for information from the Company or the Board of Directors regarding the Company's activities and services performed for the Company by the Manager;

(xvii) monitoring the operating performance of the Investments and providing periodic reports with respect thereto to the Board of Directors, including comparative information with respect to such operating performance and budgeted or projected operating results;

(xviii) purchasing assets (including investing in short-term investments pending the purchase of other Investments, payment of fees, costs and expenses, or distributions to the Company's stockholders), and advising the Company as to the Company's capital structure and capital raising;

(xix) causing the Company to retain, at the sole cost and expense of the Company, qualified independent accountants and legal counsel, as applicable, to assist in developing appropriate accounting procedures, compliance procedures and testing systems with respect to financial reporting obligations and compliance with the provisions of the Code and the Treasury Regulations applicable to REITs and taxable REIT subsidiaries, and conducting quarterly compliance reviews with respect thereto;

(xx) causing the Company to qualify to do business in all applicable jurisdictions and to obtain and maintain all appropriate licenses;

(xxi) assisting the Company in complying with all regulatory requirements applicable to the Company in respect of the Company's business activities, including preparing or causing to be prepared all financial statements required under applicable regulations and contractual undertakings and all reports and documents, if any, required under the Exchange Act and the Securities Act;

(xxii) taking all necessary actions to cause the Company to make required tax filings and reports and maintain compliance with the provisions of the Code and Treasury Regulations applicable to the Company, including the provisions applicable to the Company's qualification as a REIT for U.S. federal income tax purposes;

(xxiii) handling and resolving all claims, disputes or controversies (including all litigation, arbitration, settlement or other proceedings or negotiations) in which the Company may be involved or to which the Company may be subject arising out of the Company's day-to-day operations, subject to such limitations or parameters as may be imposed from time to time by the Independent Directors;

(xxiv) using commercially reasonable efforts to cause expenses incurred by or on behalf of the Company to be commercially reasonable or commercially customary and within any budgeted parameters or expense guidelines set by the Independent Directors from time to time;

(xxv) advising on, and obtaining on behalf of the Company, appropriate credit facilities or other financings for the Investments consistent with the Investment Guidelines;

(xxvi) advising the Company with respect to offering and selling securities publicly or privately in connection with the Company's financing strategy and capital requirements;

(xxvii) performing such other services as may be required from time to time for management and other activities relating to the assets of the Company as the Board of Directors shall reasonably request or the Manager shall deem appropriate under the particular circumstances; and

(xxviii) using commercially reasonable efforts to cause the Company to comply with all applicable laws.

(c) *Service Providers*. The Manager may engage Persons who are non-Affiliates, for and on behalf, and at the sole cost and expense, of the Company to provide to the Company sourcing, acquisition, disposition, asset management, property management, leasing, financing, development, disposition of real estate and/or similar services customarily provided in connection with the management, operation and administration of a business similar to the business of the Company, pursuant to agreement(s) that provide for market rates and contain standard market terms.

(d) *Reporting Requirements*.

(i) As frequently as the Manager may deem necessary or advisable, or at the direction of the Board of Directors, the Manager shall prepare, or cause to be prepared, with respect to any Investment (A) reports and information on the Company's operations and asset performance and (B) other information reasonably requested by the Board of Directors.

(ii) The Manager shall prepare, or cause to be prepared, all reports, financial or otherwise, with respect to the Company reasonably required in order for the Company to comply with its Governing Instruments or any other materials required to be filed with any governmental entity or agency, and shall prepare, or cause to be prepared, all materials and data necessary to complete such reports and other materials including at the sole cost and expense of the Company, an annual audit of the Company's books of account by a nationally recognized independent accounting firm.

(iii) The Manager shall prepare regular reports for the Board of Directors to enable the Board of Directors to review the Company's acquisitions, portfolio composition and characteristics, credit quality, performance and compliance with the Investment Guidelines and policies approved by the Board of Directors.

(e) *Reliance by Manager.* In performing its duties under this Section 2, the Manager shall be entitled to rely on qualified experts and professionals (including accountants, legal counsel and other professional service providers) hired by the Manager at the Company's sole cost and expense.

(f) *Payment and Reimbursement of Expenses.* On a quarterly basis, following the end of each quarter, the Company shall pay in cash all expenses, and reimburse the Manager for the Manager's expenses incurred on behalf of the Company, in connection with any such services to the extent such expenses are payable or reimbursable by the Company to the Manager pursuant to Section 9.

(g) *Matters Requiring Approval of Independent Directors.*

(i) Beginning with fiscal year 2021, the Manager shall prepare an annual operating and capital expenditure budget covering each of the Company's fiscal years (the "Annual Budget"), and will deliver such Annual Budget to the Independent Directors no later than 45 days prior to the first day of the fiscal year covered by such Annual Budget. Each Annual Budget must be approved by a majority of the Independent Directors. Any alteration, supplement, amendment or other modification to or variation from the Annual Budget in excess of 5.0% of the budgeted amount for such items must be approved by a majority of the Independent Directors.

(ii) The terms of any new or the non-contractual renewal of a lease that contributed more than the lesser of $5.0 million or 5.0% of the Company's annualized base rent as of the date the lease is entered into or the expiration of the lease, as applicable, must be approved by a majority of the Independent Directors.

(iii) All acquisitions of single-tenant, net leased properties from CTO or any of its Affiliates must be approved by a majority of the Independent Directors.

3. Dedication; Other Activities.

(a) *Devotion of Time.* The Manager shall devote sufficient resources to the administration of the Company to discharge the Manager's duties under this Agreement. The Manager, directly or indirectly through its Affiliates, will provide a management team (including a President and Chief Executive Officer, a Chief Financial Officer, and a General Counsel and Corporate Secretary) along with appropriate support personnel, to deliver the management services to the Company hereunder. The members of such management team shall devote such of their working time and efforts to the management of the Company as the Manager deems reasonably necessary and appropriate for the proper performance of all of the Manager's duties hereunder, commensurate with the level of activity of the Company from time to time. The Company shall have the benefit of the Manager's reasonable judgment and effort in rendering services and, in furtherance of the foregoing, the Manager shall not undertake activities which, in its reasonable judgment, will materially adversely affect the performance of its obligations under this Agreement.

(b) *Other Activities.* Subject to Section 3(a) above and the Exclusivity and ROFO Agreement, nothing herein shall prevent CTO, the Manager or any of their Affiliates or any of

the officers, directors, employees or personnel of any of the foregoing, from engaging in other businesses or from rendering services of any kind to any other Person, including investing in, or rendering advisory services to others investing in, any type of real estate, real estate-related investment or non-real estate-related investment or in any way bind or restrict CTO, the Manager or any of their Affiliates or any of the officers, directors, employees or personnel of any of the foregoing from buying, selling or trading any assets, securities or commodities for their own accounts or for the account of others for whom CTO, the Manager or any of their Affiliates or any of the officers, directors, employees or personnel of any of the foregoing may be acting.

(c) *Officers, Employees, Etc.* The members, partners, officers, employees, personnel and agents of CTO, the Manager and their Affiliates may serve as directors, officers, employees, agents, nominees or signatories for the Company or any Subsidiary, to the extent permitted by their Governing Instruments, as may be amended from time to time, or by any resolutions duly adopted by the Board of Directors pursuant to the Company's Governing Instruments. When executing documents or otherwise acting in such capacities for the Company or such other Subsidiary, such Persons shall use their respective titles with respect to the Company or such Subsidiary.

(d) *Exclusivity and ROFO Agreement*. On the date hereof, the Company and CTO have entered into the Exclusivity and ROFO Agreement, which, among other things, governs the circumstances under which CTO and its Affiliates must offer to the Company the opportunity to acquire a ROFO Property (as defined in the Exclusivity and ROFO Agreement).

4. Agency; Authority

(a) The Manager shall act as the agent of the Company in originating, developing, acquiring, structuring, financing, managing, renovating, leasing and disposing of Investments, disbursing and collecting the Company's funds, paying the debts and fulfilling the obligations of the Company, supervising the performance of professionals engaged by or on behalf of the Company and handling, prosecuting and settling any claims of or against the Company, the Board of Directors, holders of the Company's securities or the Company's representatives or assets.

(b) In performing the services set forth in this Agreement, as an agent of the Company, the Manager shall have the right to exercise all powers and authority which are reasonably necessary and customary to perform its obligations under this Agreement, including the following powers, subject in each case to the terms and conditions of this Agreement, including the Investment Guidelines: to purchase, exchange or otherwise acquire and to sell, exchange or otherwise dispose of, any Investment in a public or private sale; to borrow and, for the purpose of securing the repayment thereof, to pledge, mortgage or otherwise encumber Investments; to purchase, take and hold Investments subject to mortgages, liens or other encumbrances; to extend the time of payment of any liens or encumbrances which may at any time be encumbrances upon any Investment, irrespective of by whom the same were made; to foreclose, to reduce the rate of interest on, and to consent to the modification and extension of the maturity of any Investments, or to accept a deed in lieu of foreclosure; to join in a voluntary partition of any Investment; to cause to be demolished any structures on any real estate Investment; to cause renovations and capital improvements to be made to any real estate

Investment; to abandon any Investment deemed to be worthless; to enter into joint ventures or otherwise participate in investment vehicles investing in Investments; to cause any real estate Investment to be leased, operated, developed, constructed or exploited; to cause the Company to indemnify third parties in connection with contractual arrangements between the Company and such third parties; to obtain and maintain insurance in such amounts and against such risks as are prudent in accordance with customary and sound business practices in the appropriate geographic area; to cause any property to be maintained in good state of repair and upkeep; to pay the taxes, upkeep, repairs, carrying charges, maintenance and premiums for insurance; to use the personnel and resources of its Affiliates in performing the services specified in this Agreement without any additional costs or charges to the Company; to hire third-party service providers subject to and in accordance with Section 2; to designate and engage all third-party professionals and consultants to perform services (directly or indirectly) on behalf of the Company, including accountants, legal counsel and engineers; and to take any and all other actions as are necessary or appropriate in connection with the Investments.

(c) The Manager shall be authorized to represent to third parties that it has the power to perform the actions which it is authorized to perform under this Agreement.

5. Bank Accounts.

At the direction of the Board of Directors, the Manager may establish and maintain as an agent on behalf of the Company one or more bank accounts in the name of the Company or any other Subsidiary (any such account, a *"Company Account"*), collect and deposit funds into any such Company Account and disburse funds from any such Company Account, under such terms and conditions as the Board of Directors may approve. The Manager shall from time-to-time render appropriate accountings of such collections and payments to the Board of Directors and, upon request, to the auditors of Company.

6. Books and Records; Confidentiality.

(a) *Books and Records.* The Manager shall maintain appropriate books of account, records, data and files (including computerized material) (collectively, *"Records"*) relating to the Company and the Investments generated or obtained by the Manager in performing its obligations under this Agreement, and such Records shall be accessible for inspection by representatives of the Company or any Subsidiary at any time during normal business hours upon one business day's advance written notice. The Manager shall have full responsibility for the maintenance, care and safekeeping of all Records. The Manager agrees that the Records are the property of the Company, and the Manager agrees to deliver the Records to the Company upon the written request of the Company as directed by a majority of the Independent Directors.

(b) *Confidentiality.* The Manager shall keep confidential any and all non-public information, written or oral, obtained by it in connection with the services rendered hereunder and shall not disclose Confidential Information, in whole or in part, to any Person other than to CTO and its officers, employees, agents or representatives who need to know such Confidential Information for the purpose of rendering services hereunder or with the consent of the Company, except: (i) in accordance with any advisory agreement contemplated by Section 2(c); (ii) with the prior written consent of a majority of the Independent Directors; (iii) to legal counsel,

accountants, financial advisors and other professional advisors; (iv) to appraisers, creditors, financing sources, trading counterparties, other counterparties, third-party service providers to the Company and others (in each case, both those actually doing business with the Company and those with whom the Company seeks to do business) in the ordinary course of the Company's business; (v) to governmental or regulatory officials having jurisdiction over the Company; (vi) in connection with any governmental or regulatory filings of the Company or disclosure or presentations to Company investors; or (vii) to respond to requests from judicial or regulatory or self-regulatory organizations and as required by law or legal process to which the Manager or any Person to whom disclosure is permitted hereunder is a party. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Manager is, in the opinion of counsel, required to disclose Confidential Information, the Manager may disclose only that portion of such information that its counsel advises in writing is legally required without liability hereunder; *provided*, that the Manager agrees to exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information. Notwithstanding anything herein to the contrary, each of the following shall be deemed to be excluded from provisions hereof: any Confidential Information that (A) is available to the public from a source other than the Manager not resulting from the Manager's violation of this Section 6, (B) is released in writing by the Company to the public, or (C) is obtained by the Manager from a third party not known by the Manager to be in breach of an obligation of confidence with respect to the Confidential Information disclosed. The Manager agrees (1) to inform each of its Representatives of the non-public nature of the Confidential Information, (2) to direct such Persons to treat such Confidential Information in accordance with the terms hereof and (3) to be responsible for any breaches of this Section 6 by any of its Representatives. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement for a period of one year.

7. Obligations of Manager; Restrictions.

(a) *Internal Control*. The Manager shall (i) establish and maintain a system of internal accounting and financial controls designed to provide reasonable assurance of the reliability of financial reporting, the effectiveness and efficiency of operations and compliance with applicable laws, (ii) maintain records for each Investment on a GAAP basis, (iii) develop accounting entries and reports required by the Company to meet its reporting requirements under applicable laws, (iv) consult with the Company with respect to proposed or new accounting/reporting rules identified by the Manager and (v) prepare quarterly and annual financial statements as soon as practicable after the end of each such period as may be reasonably requested and general ledger journal entries and other information necessary for the Company's compliance with applicable laws and in accordance with GAAP and cooperate with the Company's independent accounting firm in connection with the auditing or review of such financial statements, the cost of any such audit or review to be paid by the Company.

(b) *Restrictions*.

(i) The Manager acknowledges that the Company intends to conduct its operations so as (A) to maintain its qualification as a REIT for U.S. federal income tax purposes, and (B) not to become regulated as an investment company under the Investment Company Act, and agrees to use commercially reasonable efforts to cooperate with the

Company's efforts to conduct its operations so as to maintain its REIT qualification and not to become regulated as an investment company under the Investment Company Act. The Manager shall refrain from any action or Investment that (a) is not in compliance with the Investment Guidelines, (b) would cause the Company to fail to qualify or maintain its qualification as a REIT, (c) would cause the Company or any Subsidiary to be required to be registered as an investment company under the Investment Company Act, or (d) would violate any law, rule or regulation of any governmental body or agency having jurisdiction over the Company or that would otherwise not be permitted by the Company's Governing Instruments. If the Manager is ordered to take any such action by the Board of Directors, the Manager shall promptly notify the Independent Directors of the Manager's judgment that such action would adversely affect such status or violate any such law, rule or regulation or the Company's Governing Instruments.

(ii) The Manager shall require each seller or transferor of investment assets to the Company to make such representations and warranties regarding such assets as may, in the reasonable judgment of the Manager, be necessary and appropriate and consistent with standard industry practice. In addition, the Manager shall take such other action as it deems necessary or appropriate and consistent with standard industry practice with regard to the protection of the Investments.

(iii) The Company shall not invest in joint ventures with the Manager or any Affiliate of the Manager, unless (a) such Investment is made in accordance with the Investment Guidelines and (b) such Investment is approved in advance by a majority of the Independent Directors.

(c) *Board of Directors Review and Approval.* The Board of Directors will periodically review the Investment Guidelines and the Company's portfolio of Investments but will not be required to review each proposed Investment; *provided*, that the Company may not, and the Manager may not cause the Company to, acquire any Investment, sell any Investment or engage in any co-investment that requires the approval of a majority of the Independent Directors unless such transaction has been so approved. If a majority of the Independent Directors determines that a particular transaction does not comply with the Investment Guidelines, then a majority of the Independent Directors will consider what corrective action, if any, is appropriate. The Manager shall have the authority to take, or cause the Company to take, any such corrective action specified by a majority of the Independent Directors. The Manager shall be permitted to rely upon the direction of the Corporate Secretary of the Company to evidence approval of the Independent Directors with respect to a proposed Investment that requires approval of the Independent Directors.

(d) *[Intentionally Omitted.]*

(e) *Insurance.* The Manager shall maintain "errors and omissions" insurance coverage and such other insurance coverage which is customarily carried by managers performing functions similar to those of the Manager under this Agreement with respect to assets similar to the assets of the Company, in an amount which is comparable to that customarily maintained by other managers or servicers of similar assets. The Manager shall, on behalf and at the expense of the Company, with the assistance of an experienced and reputable insurance

broker, obtain and maintain customary directors' and officers' liability insurance for the Company's directors and officers and shall report to the Board of Directors regarding the scope and cost of such coverage and, at the request of the Independent Directors, shall modify or expand such coverage with the assistance of an experienced and reputable insurance broker.

(f) *Tax Filings*. The Manager shall (i) assemble, maintain and provide to the firm designated by the Company to prepare tax returns on behalf of the Company and its subsidiaries (the "*Tax Preparer*") information and data required for the preparation of federal, state, local and foreign tax returns, any audits, examinations or administrative or legal proceedings related thereto or any contractual tax indemnity rights or obligations of the Company and its subsidiaries and supervise the preparation and filing of such tax returns, the conduct of such audits, examinations or proceedings and the prosecution or defense of such rights, (ii) provide factual data reasonably requested by the Tax Preparer or the Company with respect to tax matters, (iii) assemble, record, organize and report to the Company data and information with respect to the Investments relative to taxes and tax returns in such form as may be reasonably requested by the Company, and (iv) supervise the Tax Preparer in connection with the preparation, filing or delivery to appropriate persons, of applicable tax information reporting forms with respect to the Investments and the Common Stock (including information reporting forms, whether on Form 1099 or otherwise with respect to sales, interest received, interest paid, dividends paid and other relevant transactions); it being understood that, in the context of the foregoing, the Company shall rely on its own tax advisers in the preparation of its tax returns and the conduct of any audits, examinations or administrative or legal proceedings related thereto and that, without limiting the Manager's obligation to provide the information, data, reports and other supervision and assistance provided herein, the Manager will not be responsible for the preparation of such returns or the conduct of such audits, examinations or other proceedings.

8. Compensation.

(a) For the services rendered under this Agreement, the Company shall pay the Base Management Fee and the Incentive Fee to the Manager.

(b) The Base Management Fee shall be payable in arrears in cash, in quarterly installments commencing with the fiscal quarter in which this Agreement is executed. If applicable, the initial and final installments of the Base Management Fee shall be pro-rated based on the number of days during the initial and final fiscal quarter, respectively, that this Agreement is in effect. The Manager shall calculate each installment of the Base Management Fee within 30 days after the end of the fiscal quarter with respect to which such installment is payable. A copy of such calculation made by the Manager shall thereafter promptly (but in any event within 30 days of the date that the Manager has made the calculation) be delivered to the Board of Directors and, upon such delivery, payment of such installment of the Base Management Fee shown therein shall be due and payable in cash no later than the date which is five business days after the date of delivery to the Board of Directors of the written statement from the Manager setting forth the computation of the Base Management Fee for such fiscal quarter; *provided, however*, that such Base Management Fee may be offset by the Company against amounts due to the Company by the Manager.

(c) As soon as practicable after the end of each Measurement Period, the Manager shall prepare a statement setting forth the Manager's calculation of any Incentive Fee payable by the Company to the Manager with respect to such Measurement Period, and the Manager shall deliver such statement to the Board of Directors. The Company shall pay any such Incentive Fee in cash promptly (but in any event within 15 business days) after delivery to the Board of Directors of the statement setting forth the Manager's calculation of the Incentive Fee, which the Manager shall provide no later than 30 days following the end of the Measurement Period.

(d) *Additional Consideration*. It is expressly understood by the Parties that this Agreement is drafted and entered into in consideration of the obligations and benefits contained in this Agreement. It is also recognized that the Manager was instrumental in creating the Company, developing and implementing its business plan, and providing initial financing and resources.

9. Expenses.

(a) The Company shall bear all of its operating expenses, except those specifically required to be borne by the Manager under this Agreement. The expenses required to be borne by the Company include, but are not limited to:

(i) Acquisition Expenses incurred in connection with the selection and acquisition of Investments;

(ii) fees, commissions and expenses incurred in connection with the issuance of the Company's securities, any financing transaction and other costs incident to the acquisition, development, redevelopment, construction, repositioning, leasing, disposition and financing of Investments;

(iii) costs of legal, tax, accounting, consulting, auditing and other similar services rendered for the Company by third-party service providers retained by the Manager;

(iv) the compensation and expenses of Directors and the cost of liability insurance to indemnify the Company, Directors and officers;

(v) costs associated with the establishment and maintenance of any credit facilities, other financing arrangements or indebtedness or any securities offerings of the Company (including, in either case, commitment fees, third-party accounting fees, third-party legal fees, closing costs and other customary costs);

(vi) expenses connected with communications to holders of securities of the Company or any of its Subsidiaries and other bookkeeping and clerical work necessary in maintaining relations with holders of such securities and in complying with the continuous reporting and other requirements of governmental bodies or agencies, including all costs of preparing and filing required reports with the SEC, the costs payable by the Company to any transfer agent and registrar in connection with the listing and/or trading of the Company's stock on any exchange, the fees payable by the Company to any such exchange in connection with its listing, costs of preparing, printing and mailing the Company's annual report to the Company's stockholders or the Operating Partnership's partners, as applicable, and proxy materials with respect to any meeting of the Company's stockholders or the Operating Partnership's partners, as applicable;

(vii) transfer agent, registrar and exchange listing fees;

(viii) the cost of printing and mailing proxies, reports and other materials to the Company's stockholders;

(ix) costs associated with any computer software or hardware, electronic equipment or purchased information technology services from third-party vendors that is used for the Company;

(x) expenses incurred by managers, officers, personnel and agents of the Manager for travel on the Company's behalf and other out-of-pocket expenses incurred by managers, officers, personnel and agents of the Manager in connection with the purchase, development, redevelopment, construction, repositioning, leasing, financing, refinancing, sale or other disposition of an Investment or in connection with any of the Company's securities offerings, or in connection with any financing transaction;

(xi) costs and expenses incurred with respect to market information systems and publications, research publications and materials and settlement, clearing and custodial fees and expenses;

(xii) compensation and expenses of a transfer agent for the Company;

(xiii) the costs of maintaining compliance with all federal, state and local rules and regulations or any other regulatory agency;

(xiv) all taxes and license fees;

(xv) all insurance costs incurred in connection with the operation of the Company's business except for the costs attributable to the insurance for the personnel of the Manager or CTO that the Manager or CTO elects to carry for itself;

(xvi) all other third-party costs and expenses relating to the Company's business and investment operations, including the costs and expenses of acquiring, owning, protecting, maintaining, developing and disposing of Investments, including appraisal, reporting, audit and legal fees;

(xvii) expenses relating to any office(s) or office facilities, including disaster backup recovery sites and facilities that the Independent Directors elect to maintain for the Company separate from the office or offices of CTO and the Manager;

(xviii) expenses connected with the payments of interest, dividends or distributions in cash or any other form authorized or caused to be made by the Board of Directors to or on account of holders of the Company's securities and the securities of any of the Subsidiaries, including in connection with any dividend reinvestment plan;

(xix) any judgment or settlement of pending or threatened proceedings (whether civil, criminal or otherwise) against the Company or any Subsidiary, or against any trustee, director, partner, member or officer of the Company or of any Subsidiary in such person's capacity as such for which the Company or any Subsidiary is required to indemnify such person pursuant to the applicable governing document or other instrument or agreement, or by any court or governmental agency; and

(xx) all other costs and expenses approved in advance by a majority of the Independent Directors actually incurred by the Manager.

(b) Other than as expressly provided above, the Company will not be required to pay any portion of the rent, telephone, utilities, office furniture, equipment, machinery and other office, internal and overhead expenses of the Manager and its Affiliates. In particular, the Manager is not entitled to be reimbursed for wages, salaries and benefits of CTO's officers and employees provided to the Company through the Manager. The Manager or CTO shall be solely responsible for all compensation costs and expenses related to the officers and employees of CTO or the Manager that may perform services for the Company, and the Company shall have no liability or responsibility therefor.

(c) Subject to complying with any restrictions set forth herein, the Manager may retain, for and on behalf, and at the sole cost and expense, of the Company, such services of non-Affiliate third-party accountants, legal counsel, appraisers, insurers, brokers, transfer agents, registrars, developers, investment banks, financial advisors, banks and other lenders and others as the Manager deems necessary or advisable in connection with the management and operations of the Company. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement to the extent such expenses have previously been incurred or are incurred in connection with such expiration or termination.

10. Expense Reports and Reimbursements.

The Manager shall prepare a statement documenting the operating expenses of the Company incurred during each fiscal quarter, and deliver the same to the Board of Directors within 40 days following the end of the applicable fiscal quarter. Such expenses incurred by the Manager on behalf of the Company shall be reimbursed by the Company within 30 days following delivery of the expense statement by the Manager; *provided*, *however*, that such reimbursements may be offset by the Manager against amounts due to the Company from the Manager. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Limits of Manager Responsibility; Indemnification.

(a) Pursuant to this Agreement, the Manager will not assume any responsibility other than to render the services called for hereunder in good faith and will not be responsible for any action of the Board of Directors or the Company in following or declining to follow the advice or recommendations of the Manager. The Manager, its Affiliates and the officers, directors, members, shareholders, managers, employees, agents, personnel, successors and assigns of any of them (each, a "*Manager Indemnified Party*") shall not be liable to the Company for any acts

or omissions arising out of or in connection with the Company, this Agreement or the performance of the Manager's duties and obligations hereunder, except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed ("*Judicially Determined*") to be due to the bad faith, gross negligence, willful misconduct or fraud of the Manager Indemnified Party. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 11 shall not be construed so as to provide for the exculpation of any Manager Indemnified Party for any liability (including liability under federal securities laws which, under certain circumstances, impose liability even on Persons that act in good faith), to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 11 to the fullest extent permitted by law.

(b) To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each Manager Indemnified Party from and against any and all costs, losses, claims, damages, liabilities, expenses (including reasonable legal and other professional fees and disbursements), judgments, fines and settlements (collectively, "*Indemnification Obligations*") suffered or sustained by such Manager Indemnified Party by reason of (i) any acts, omissions or alleged acts or omissions arising out of or in connection with the Company or this Agreement, or (ii) any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative), actual or threatened, in which such Manager Indemnified Party may be involved, as a party or otherwise, arising out of or in connection with such Manager Indemnified Party's service to or on behalf of, or management of the affairs or assets of, the Company, or which relate to the Company; except to the extent such Indemnification Obligations are Judicially Determined to be due to such Manager Indemnified Party's bad faith, gross negligence, willful misconduct or fraud or to constitute a material breach or violation of the Manager's duties and obligations under this Agreement. The termination of a proceeding by settlement or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that such Manager Indemnified Party's conduct constituted bad faith, gross negligence, willful misconduct or fraud. For the avoidance of doubt, none of the Manager Indemnified Parties will be liable for acts or omissions of any Manager Indemnified Party made or taken in accordance with written advice provided to the Manager Indemnified Parties by specialized, reputable, professional consultants selected, engaged or retained by the Manager and its Affiliates with commercially reasonable care, including counsel, accountants, investment bankers, financial advisers, and appraisers (absent bad faith, gross negligence, willful misconduct or fraud by a Manager Indemnified Party). Notwithstanding the foregoing, no provision of this Agreement will constitute a waiver or limitation of the Company's rights under federal or state securities laws.

(c) The Manager hereby agrees to indemnify the Company and its Subsidiaries and each of their respective directors and officers (each a "*Company Indemnified Party*") with respect to all Indemnification Obligations suffered or sustained by such Company Indemnified Party by reason of (i) acts or omissions or alleged acts or omissions of the Manager Judicially Determined to be due to the bad faith, willful misconduct or gross negligence of the Manager, its Affiliates or their respective officers or employees or the reckless disregard of the Manager's duties under this Agreement or (ii) claims by the Manager's or its Affiliates' employees relating to the terms and conditions of their employment with the Manager or its Affiliates.

(d) The party seeking indemnity ("*Indemnitee*") will promptly notify the party against whom indemnity is claimed ("*Indemnitor*") of any claim for which it seeks indemnification; *provided*, *however*, that the failure to so notify the Indemnitor will not relieve Indemnitor from any liability which it may have hereunder, except to the extent such failure actually prejudices the Indemnitor. The Indemnitor shall have the right to assume the defense and settlement of such claim; *provided* that, Indemnitor notifies Indemnitee of its election to assume such defense and settlement within 30 days after the Indemnitee gives the Indemnitor notice of the claim. In such case the Indemnitee will not settle or compromise such claim, and the Indemnitor will not be liable for any such settlement made without its prior written consent. If Indemnitor is entitled to, and does, assume such defense by delivering the aforementioned notice to Indemnitee, Indemnitee will (i) have the right to approve Indemnitor's counsel (which approval will not be unreasonably withheld or delayed), (ii) be obligated to cooperate in furnishing evidence and testimony and in any other manner in which Indemnitor may reasonably request and (iii) be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense.

(e) Reasonable expenses (including attorney's fees) incurred by an Indemnitee in defense or settlement of a claim that may be subject to a right of indemnification hereunder may be advanced by the Company to such Indemnitee as such expenses are incurred prior to the final disposition of such claim; *provided* that, Indemnitee undertakes to repay such amounts if it shall be Judicially Determined that Indemnitee was not entitled to be indemnified hereunder.

(f) The Manager Indemnified Parties shall remain entitled to exculpation and indemnification from the Company pursuant to this Section 11 (subject to the limitations set forth herein) with respect to any matter arising prior to the termination of this Agreement and shall have no liability to the Company in respect of any matter arising after such termination unless such matter arose out of events or circumstances that occurred prior to such termination.

12. No Joint Venture.

The Company and the Manager are not partners or joint venturers with each other and nothing in this Agreement shall be construed to make the Company and the Manager partners or joint venturers or impose any liability as such on either of them.

13. Term; Termination; Internalization.

(a) This Agreement shall become effective on the closing date of the Initial Public Offering (the "*IPO Closing Date*") and shall continue in operation, unless terminated in accordance with the terms hereof, until the fifth anniversary of the IPO Closing Date (the "*Initial Term*"). After the Initial Term, this Agreement shall be deemed renewed automatically each year for an additional one-year period (an "*Automatic Renewal Term*") unless the Company or the Manager elects not to renew this Agreement in accordance with Section 13(b) or 13(d), respectively.

(b) Notwithstanding any other provision of this Agreement to the contrary, upon the expiration of the Initial Term or any Automatic Renewal Term and upon 120 days' prior written notice to the Manager (the "*Termination Notice*"), the Company may, without cause, in

connection with the expiration of the Initial Term or the then current Automatic Renewal Term, decline to renew this Agreement (any such nonrenewal, a "*Termination Without Cause*") upon the affirmative vote of at least two-thirds of the Independent Directors or upon a determination by the holders of a majority of the outstanding shares of Common Stock, based upon (i) unsatisfactory performance by the Manager that is materially detrimental to the Company or (ii) a determination that the Base Management Fee and Incentive Fee payable to the Manager are not fair, subject to Section 13(c). In the event of a Termination Without Cause, the Company shall pay the Manager the Termination Fee before or on the last day of the Initial Term or such Automatic Renewal Term, as the case may be (the "*Effective Termination Date*"). The Company may terminate this Agreement for cause pursuant to Section 14 even after a Termination Notice and, in such case, no Termination Fee shall be payable.

(c) Notwithstanding the provisions of subsection (b) above, if the reason for nonrenewal specified in the Company's Termination Notice is that two-thirds of the Independent Directors or the holders of a majority of the outstanding shares of Common Stock have determined that the Base Management Fee and Incentive Fee payable to the Manager are not fair, the Company shall not have the foregoing nonrenewal right in the event the Manager agrees that it will continue to perform its duties hereunder during the Automatic Renewal Term that would commence upon the expiration of the Initial Term or then current Automatic Renewal Term at rates that at least two-thirds of the Independent Directors determine to be fair; *provided, however*, the Manager shall have the right to renegotiate the Base Management Fee and/or the Incentive Fee, by delivering to the Company, not less than 90 days prior to the pending Effective Termination Date, written notice (a "*Notice of Proposal to Negotiate*") of its intention to renegotiate the Base Management Fee and/or the Incentive Fee. Thereupon, the Company and the Manager shall endeavor to negotiate the Base Management Fee and/or the Incentive Fee in good faith. Provided that the Company and the Manager agree to a revised Base Management Fee, Incentive Fee or other compensation structure within 60 days following the Company's receipt of the Notice of Proposal to Negotiate, the Termination Notice from the Company shall be deemed of no force and effect, and this Agreement shall continue in full force and effect on the terms stated herein, except that the Base Management Fee, the Incentive Fee or other compensation structure shall be the revised Base Management Fee, Incentive Fee or other compensation structure effective as of the date as then agreed upon by the Company and the Manager. The Company and the Manager agree to execute and deliver an amendment to this Agreement setting forth such revised Base Management Fee, Incentive Fee, or other compensation structure promptly upon reaching an agreement regarding same. In the event that the Company and the Manager are unable to agree to a revised Base Management Fee, Incentive Fee, or other compensation structure during such 60 day period, this Agreement shall terminate on the Effective Termination Date and the Company shall be obligated to pay the Manager the Termination Fee upon the Effective Termination Date as a condition of such termination action being effective.

(d) No later than 180 days prior to the expiration of the Initial Term or the then current Automatic Renewal Term, the Manager may deliver written notice to the Company informing it of the Manager's intention to decline to renew this Agreement, whereupon this Agreement shall not be renewed and extended and this Agreement shall terminate effective upon the Effective Termination Date next following the delivery of such notice. The Company shall not be required to pay to the Manager the Termination Fee if the Manager terminates this Agreement pursuant to this Section 13(d).

(e) Except as set forth in this Section 13, a nonrenewal of this Agreement pursuant to this Section 13 shall be without any further liability or obligation of either Party to the other, except as provided in Section 8, Section 9, Section 11 and Section 15.

(f) This Agreement may not be terminated by the Company for any reason during the Initial Term, except pursuant to Section 14.

(g) After expiration of the Initial Term, the Company and the Manager may elect to consider an Internalization Transaction, including the negotiation of a mutually acceptable Internalization Price. In the event that the Company and the Manager agree to an Internalization Transaction, the payment of the Internalization Price to the Manager would be in lieu of the payment of any Termination Fee. Any such Internalization Price would be payable in cash, shares of Common Stock or OP units, or a combination thereof, as determined by a majority of the Independent Directors in their sole discretion.

14. Termination for Cause.

(a) The Company upon the direction of a majority of the Independent Directors may terminate this Agreement effective upon 30 days' prior written notice of termination from the Board of Directors to the Manager (a "*Cause Termination Notice*"), without payment of any Termination Fee, if (i) the Manager, its agents or assignees breaches any material provision of this Agreement and such breach shall continue for a period of 30 days after written notice thereof specifying such breach and requesting that the same be remedied in such 30-day period (or 45 days after written notice of such breach if the Manager takes steps to cure such breach within 30 days of the written notice), (ii) there is a commencement of any proceeding relating to the Manager's bankruptcy or insolvency, including an order for relief in an involuntary bankruptcy case or the Manager authorizing or filing a voluntary bankruptcy petition, (iii) there is a Manager Change of Control, (iv) the Manager commits fraud against the Company, misappropriates or embezzles funds of the Company, or acts, or fails to act, in a manner constituting bad faith, willful misconduct, gross negligence or reckless disregard in the performance of the Manager's duties under this Agreement, or (v) the Manager is dissolved.

(b) The Manager may terminate this Agreement effective upon 60 days' prior written notice of termination to the Company in the event that the Company shall default in the performance of any material term, condition or covenant contained in this Agreement and such default shall continue for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30-day period. The Company is required to pay to the Manager the Termination Fee if the termination of this Agreement is made pursuant to this Section 14(b).

(c) The Manager may terminate this Agreement if the Company becomes required to register as an investment company under the Investment Company Act, with such termination deemed to occur immediately before such event, in which case the Company shall not be required to pay the Termination Fee.

15. Action Upon Termination.

From and after the effective Date of Termination of this Agreement pursuant to Sections 13 or 14, the Manager shall not be entitled to compensation for further services hereunder other than payment of all compensation accruing for services rendered to the effective Date of Termination; *provided*, that if this Agreement is (x) terminated or not renewed pursuant to Sections 13(b) (subject to Section 13(c)) or Section 14(b), the Manager shall also be entitled to receive the Termination Fee. Upon any such termination, the Manager shall forthwith:

(a) after deducting any accrued compensation and reimbursement for its expenses that have been submitted to the Company prior to the effective Date of Termination, pay over to the Company all money collected and held for the account of the Company pursuant to this Agreement;

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

(c) deliver to the Board of Directors all property and documents of the Company then in the custody of the Manager; and

(d) cooperate with the Company to provide an orderly management transition, including the transition to a new manager of control of the assets of the Company.

16. Assignment.

The Manager may not assign its duties under this Agreement unless such assignment is consented to in writing by a majority of the Independent Directors. However, the Manager may assign to one or more of its Affiliates performance of any of its responsibilities hereunder without the approval of the Directors so long as the Manager remains liable for any such Affiliate's performance and such performance is at no additional cost or expense to the Company.

17. Release of Money or other Property Upon Written Request.

The Manager agrees that any money or other property of the Company held by the Manager under this Agreement shall be held by the Manager as custodian for the Company, and the Manager's records shall be clearly and appropriately marked to reflect the ownership of such money or other property by the Company. Upon the receipt by the Manager of a written request signed by a duly authorized officer of the Company requesting the Manager to release to the Company any money or other property then held by the Manager for the account of the Company under this Agreement, the Manager shall release such money or other property to the Company within a reasonable period of time, but in no event later than 30 days following such request. The Manager and its Affiliates, directors, officers, managers and employees will not be liable to the Company, any Subsidiary, the Manager or any of their directors, officers, shareholders, managers, employees, owners or partners for any acts or omissions by the Company in connection with the money or other property released to the Company in accordance with the

terms hereof. The Company shall indemnify the Manager and its Affiliates, officers, directors, employees, agents and successors and assigns against any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever which arise in connection with the Manager's release of such money or other property to the Company in accordance with the terms of this Section 17. Indemnification pursuant to this Section 17 shall be in addition to any right of the Manager to indemnification under Section 11.

18. Representations and Warranties.

(a) The Company hereby makes the following representations and warranties to the Manager, all of which shall survive the execution and delivery of this Agreement:

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland. The Company has all power and authority required to execute and deliver this Agreement and to perform all its duties and obligations hereunder.

(ii) The execution, delivery, and performance of this Agreement by the Company have been duly authorized by all necessary action on the part of the Company.

(iii) This Agreement constitutes a legal, valid, and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect and general principles of equity, including those relating to the availability of specific performance.

(b) The Manager hereby makes the following representations and warranties to the Company, all of which shall survive the execution and delivery of this Agreement:

(i) The Manager is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Manager has all power and authority required to execute and deliver this Agreement and to perform all its duties and obligations hereunder, subject only to its qualifying to do business and obtaining all requisite permits and licenses required as a result of or relating to the nature or location of any investments of the Company or any of its Affiliates (which it shall do promptly after being required to do so).

(ii) The execution, delivery, and performance of this Agreement by the Manager have been duly authorized by all necessary action on the part of the Manager.

(iii) This Agreement constitutes a legal, valid, and binding agreement of the Manager enforceable against the Manager in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect and general principles of equity, including those relating to the availability of specific performance.

19. Notices.

Unless expressly provided otherwise in this Agreement, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and

shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of (a) personal delivery, (b) delivery by a reputable overnight courier, (c) delivery by email but only if receipt of such transmission is confirmed, or (d) delivery by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to the Company or the Operating Partnership:	Alpine Income Property Trust, Inc. 1140 N. Williamson Blvd., Suite 140 Daytona Beach, FL 32114 Attn: Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary Email: dsmith@ctlc.com Phone: (386) 274-2202
	with a copy to:
	Vinson & Elkins L.L.P. 666 Fifth Avenue, 26th Floor New York, NY 10103 Attn: David S. Freed Email: dfreed@velaw.com Phone: (212) 237-0196
If to the Manager:	Alpine Income Property Manager, LLC c/o Consolidated-Tomoka Land Co. 1140 N. Williamson Blvd., Suite 140 Daytona Beach, FL 32114 Attn: John P. Albright, President and Chief Executive Officer Email: jalbright@ctlc.com Phone: (386) 274-2202

Any party may change the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 19 for the giving of notice.

20. Binding Nature of Agreement; Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns as provided in this Agreement.

21. Entire Agreement; Amendments.

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 of this Agreement. The express terms of

this Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms of this Agreement. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties hereto and, with regard to the Company, approved by a majority of the Independent Directors.

22. Governing Law; Jurisdiction.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court for the Middle District of Florida for the purpose of any action or judgment relating to or arising out of this Agreement or any of the transactions contemplated hereby and to the lay of venue in such court.

23. Waiver of Jury Trial.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

24. Indulgences, Not Waivers.

Neither the failure nor any delay on the part of a party 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.

25. Titles Not to Affect Interpretation.

The titles of sections, 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 of this Agreement.

26. 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 of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

27. Severability.

The provisions of this Agreement are independent of and separable 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.

28. Principles of Construction.

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. All references to recitals, sections, paragraphs and schedules are to the recitals, sections, paragraphs and schedules in or to this Agreement unless otherwise specified.

[SIGNATURE PAGE FOLLOWS]

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

THE COMPANY:

ALPINE INCOME PROPERTY TRUST, INC.

By: _____
Name:
Title:

THE OPERATING PARTNERSHIP

ALPINE INCOME PROPERTY OP, LP

By: Alpine Income Property GP, LLC its general partner

By Alpine Income Property Trust, Inc. its sole member

By: _____
Name:
Title:

THE MANAGER:

ALPINE INCOME PROPERTY MANAGER, LLC

By: Consolidated-Tomoka Land Co., its sole member

By: _____
Name:
Title:

Exhibit A

INVESTMENT GUIDELINES OF ALPINE INCOME PROPERTY TRUST, INC.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in that certain Management Agreement, dated as of [●], 2019, as may be amended from time to time, by and among Alpine Income Property Trust, Inc. (the *"Company"*), Alpine Income Property OP, LP, a Delaware limited partnership (the "*Operating Partnership*"), and Alpine Income Property Manager, LLC (the *"Manager"*).

1. No investment shall be made that would cause the Company to fail to qualify as a REIT under the Code.

2. No investment shall be made that would cause the Company or any Subsidiary to be required to be registered as an investment company under the Investment Company Act.

3. All acquisitions of single-tenant, net leased properties from CTO or any of its Affiliates must be approved by a majority of the Independent Directors.

From time to time, these investment guidelines may be amended, restated, supplemented or waived without the approval of the Company's stockholders, but with the approval of a majority of the Independent Directors.

Exhibit 10.3

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of [●], 2019, by and between Alpine Income Property Trust, Inc., a Maryland corporation (the "*Company*"), and Consolidated-Tomoka Land Co., a Florida corporation (the "*Purchaser*").

RECITALS

WHEREAS, the Purchaser has a substantive, pre-existing relationship with the Company;

WHEREAS, the Company has filed a registration statement on Form S-11 (File No. 333-234304) (the "*Registration Statement*") under the Securities Act of 1933, as amended (the "*Securities Act*"), with the Securities and Exchange Commission (the "*SEC*") in connection with a proposed initial public offering (the "*IPO*") of the Company's common stock, $0.01 par value per share (the "*Common Stock*"); and

WHEREAS, the Company desires to issue and sell, and the Purchaser desires to purchase, upon the terms and conditions set forth in this Agreement, 375,000 shares of common stock having a value of $[●] million, based upon the initial public offering price per share of Common Stock in the IPO (the "*Private Placement Shares*").

AGREEMENT

NOW THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions herein contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Private Placement Shares. On [●], 2019, the Company shall issue and sell to the Purchaser and the Purchaser shall purchase from the Company, at a purchase price per Private Placement Share equal to the public offering price per share of Common Stock in the IPO, [●] shares of Common Stock constituting the Private Placement Shares. No placement fee or underwriting discount shall be paid by the Purchaser in connection with the purchase and sale of the Private Placement Shares.

2. Closing. The closing of the purchase and sale of the Private Placement Shares hereunder, including payment for and delivery of the Private Placement Shares, will take place at the offices of the Company or the Company's legal counsel concurrently with, and shall be subject to, the completion of the IPO.

3. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as follows:

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Maryland and the Company has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) All corporate action necessary to be taken by the Company to authorize the execution, delivery and performance of this Agreement and all other agreements and instruments delivered by the Company in connection with the transactions contemplated hereby has been duly and validly taken and this Agreement has been duly executed and delivered by the Company. This Agreement constitutes the valid, binding and enforceable obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general application now or hereafter in effect affecting the rights and remedies of creditors and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The issuance and sale by the Company of the Private Placement Shares does not conflict with organizational documents of the Company or any material contract by which the Company or its property or assets is bound, or any federal or state laws or regulations or decree, ruling or judgment of any United States or state court applicable to the Company or its property or assets.

(c) Upon issuance in accordance with, and payment pursuant to, the terms hereof, the Purchaser will have good title to the Private Placement Shares free and clear of all liens, claims and encumbrances of any kind, other than transfer restrictions hereunder and the Company's organizational documents.

(d) The Company has a substantive, pre-existing relationship with the Purchaser. The Company (i) did not identify or contact the Purchaser through the marketing of the IPO and (ii) was not independently contacted by the Purchaser as a result of the general solicitation by means of the Registration Statement.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Company as follows:

(a) The Purchaser is an "accredited investor" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

(b) The Private Placement Shares are being acquired for the Purchaser's own account, only for investment purposes and not with a view to, or for resale in connection with, any public distribution or public offering thereof within the meaning of the Securities Act.

(c) The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and the Purchaser has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(d) All corporate action necessary to be taken by the Purchaser to authorize the execution, delivery and performance of this Agreement and all other agreements and instruments delivered by the Purchaser in connection with the transactions contemplated hereby has been duly and validly taken and this Agreement has been duly executed and delivered by the Purchaser. This Agreement constitutes the valid, binding and enforceable obligation of the Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general application now or hereafter in effect affecting the rights and remedies of creditors and by general principles

of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The purchase by the Purchaser of the Private Placement Shares does not conflict with the organizational documents of the Purchaser or with any material contract by which the Purchaser or its property or assets is bound, or any laws or regulations or decree, ruling or judgment of any court applicable to the Purchaser or its property or assets.

(e) The Purchaser understands and acknowledges that the offering of the Private Placement Shares pursuant to this Agreement will not be registered under the Securities Act and exempt from registration pursuant to applicable state securities or blue sky laws and, therefore, the Private Placement Shares will be characterized as "restricted securities" within the meaning of Rule 144 under the Securities Act and may not be sold or offered for sale or otherwise distributed unless the Private Placement Shares are subsequently registered under the Securities Act and qualified under state law or unless an exemption from such registration and such qualification is available.

(f) The Purchaser has a substantive, pre-existing relationship with the Company. The Purchaser (i) was not identified or contacted through the marketing of the IPO and (ii) did not independently contact the Company as a result of the general solicitation by means of the Registration Statement.

(g) The Purchaser (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Purchaser's investment in the Private Placement Shares, (ii) has the ability to bear the economic risks of the Purchaser's investment in the Private Placement Shares, and (iii) has not been offered the Private Placement Shares by any form of advertisement, article, notice, or other communication published in any newspaper, magazine or similar medium, or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any such medium.

5. Registration Rights. As a further inducement for the Purchaser to purchase the Private Placement Shares, at the time of the completion of the IPO, the Company and the Purchaser shall enter into a registration rights agreement, substantially in the form attached as Exhibit A hereto, pursuant to which the Company will grant certain registration rights to the Purchaser relating to the Private Placement Shares.

6. Legends. Each certificate, if any, representing the Private Placement Shares shall be endorsed with the following legend or a substantially similar legend:

> "The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, and are "restricted securities" as defined in Rule 144 promulgated under the Securities Act. The securities may not be sold or offered for sale or otherwise distributed except (i) in conjunction with an effective registration statement for the shares under the Securities Act of 1933, as amended, or (ii) pursuant to an opinion of counsel, satisfactory to Alpine Income Property Trust, Inc., that such registration or compliance is not required as to said sale, offer, or distribution."

7. Miscellaneous.

(a) *Successors and Assigns*. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors of the parties hereto whether so expressed or not. Notwithstanding the foregoing or anything to the contrary herein, the parties may not assign this Agreement or their obligations hereunder.

(b) *Amendments*. This Agreement may not be amended, modified or waived, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

(c) *Counterparts*. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(d) *Governing Law; Jurisdiction*. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York. The parties hereby agree that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of Florida or the United States District Court for the Middle District of Florida, and irrevocably submit to such jurisdiction, which jurisdiction shall be exclusive. The parties hereby waive any objection to such exclusive jurisdiction and agree not to plead or claim that such courts represent an inconvenient forum.

(e) *Waiver of Jury Trial*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) *No Third-Party Beneficiaries*. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

(g) *Severability*. In case any provision of this Agreement shall be found by a court of law to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

(h) *Entire Agreement*. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and they supersede, merge, and render void every other prior written and/or oral understanding or agreement among or between the parties hereto.

[*Remainder of Page Intentionally Left Blank*]

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

ALPINE INCOME PROPERTY TRUST, INC.

By: _____
Name:
Title:

CONSOLIDATED-TOMOKA LAND CO.

By: _____
Name:
Title:

EXHIBIT A

FORM OF REGISTRATION RIGHTS AGREEMENT

Exhibit 10.4

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "*Agreement*") is made and entered into as of [●], 2019 by and between Alpine Income Property Trust, Inc., a Maryland corporation (the "*Company*"), and Consolidated-Tomoka Land Co., a Florida corporation (the "*Holder*").

RECITALS

WHEREAS, the Company is effecting an underwritten initial public offering (the "*IPO*") of shares of its common stock, par value $0.01 per share (the "*Common Stock*");

WHEREAS, concurrently with the closing of the IPO, the Holder is purchasing from the Company 375,000 shares of Common Stock (the "*Private Placement Shares*") in a separate private placement; and

WHEREAS, the Company desires to grant the Holder the registration rights set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Certain Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, as used herein, shall have the following meanings:

"*Affiliate*" of any Person means any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") as used with respect to any Person means the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"*Agreement*" has the meaning set forth in the preamble hereto.

"*Business Day*" means any day other than Saturday, Sunday or a day on which commercial banks in New York, New York are directed or permitted to be closed.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Holder*" has the meaning set forth in the preamble hereto.

"*IPO*" has the meaning set forth in the recitals hereto.

"*Person*" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof) or any other entity.

"*Private Placement Shares*" has the meaning set forth in the recitals hereto.

"*Prospectus*" means the prospectus or prospectuses included in the Shelf Registration Statement, including all documents incorporated by reference or deemed to be incorporated by reference therein.

"*Registrable Securities*" means the Private Placement Shares and any shares of Common Stock issued to the Holder with respect to the Private Placement Shares by reason of or in connection with any stock dividend, stock distribution, stock split, purchase in any rights offering or in connection with any combination of shares, recapitalization, merger or consolidation, or any other equity securities issued pursuant to any other pro rata distribution with respect to the Common Stock.

"*Rule 144*" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC as a replacement thereto having substantially the same effect as such rule.

"*Rule 415*" means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC as a replacement thereto having substantially the same effect as such rule.

"*SEC*" means the Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Shelf Registration Statement*" means a registration statement on Form S-3 under the Securities Act (or any successor form thereto) providing for the resale by the Holder from time to time pursuant to Rule 415 of any and all Registrable Securities.

2. Registration Rights.

(a) *Shelf Registration Statement*. Subject to Section 2(b) hereof, as soon as practicable after the date on which the Company first becomes eligible to register the resale of securities of the Company pursuant to Form S-3 (or any successor form thereto) under the Securities Act, the Company shall file with the SEC the Shelf Registration Statement. Subject to Section 2(b) hereof, the Company shall use commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective by the SEC as soon as practicable after the initial filing thereof and to maintain the continuous effectiveness of the Shelf Registration Statement until the earlier of (i) the date on which all of the Registrable Securities covered by the Shelf Registration Statement have been disposed of by the Holder in accordance with the Shelf Registration Statement and (ii) the date on which all of the Registrable Securities covered by the Shelf Registration Statement are eligible for sale without registration pursuant to Rule 144 without any volume limitations or other restrictions on transfer under paragraphs (c), (e), (f) and (h) of Rule 144.

(b) *Suspension of Offering.* The Company may, no more than two times in any twelve-month period, postpone or withdraw for up to 90 days the filing or the effectiveness of the Shelf Registration Statement if, based on the good faith judgment of the Company's board of directors, such postponement or withdrawal is necessary in order to avoid premature disclosure of a matter the Company's board of directors has determined would not be in the best interest of the Company to be disclosed at such time; *provided*, *however*, that in no event shall the Company withdraw a Registration Statement after such Registration Statement has been declared effective.

3. Registration Procedures. The Company shall use commercially reasonable best efforts to effect and maintain the registration of the Registrable Securities and provide for the resale of the Registrable Securities in accordance with the Holder's intended method of disposition thereof, and pursuant thereto the Company shall:

(a) prepare and file with the SEC such amendments and supplements to the Shelf Registration Statement and the Prospectus as may be necessary to keep the Shelf Registration Statement effective and to comply with the requirements of the Securities Act and the rules and regulations of the SEC thereunder in connection with the disposition of the Registrable Securities covered by the Shelf Registration Statement, in each case, for such time as is contemplated in Section 2(a) hereof;

(b) furnish, without charge, to the Holder such number of copies of the Shelf Registration Statement, each amendment or supplement thereto (in each case including all exhibits) and the Prospectus included in the Shelf Registration Statement (including each preliminary Prospectus), in conformity with the requirements of the Securities Act as the Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities;

(c) notify the Holder (i) when the Shelf Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto or post-effective amendment to the Shelf Registration Statement has been filed and, with respect to the Shelf Registration Statement or any post-effective amendment, when the same has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation or threat of any proceedings for that purpose, and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation of any proceeding for such purpose;

(d) use commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of the Shelf Registration Statement, and, if any such order suspending the effectiveness of the Shelf Registration Statement is issued, use commercially reasonable efforts to obtain the withdrawal of such order at the earliest possible moment;

(e) until the sooner of completion, abandonment or termination of the offering or sale of the Registrable Securities contemplated by the Shelf Registration Statement and the expiration of the period during which the Company is required to maintain the effectiveness of the Shelf Registration Statement under Section 2(a), notify the Holder (i) of the existence of any fact of which the Company is aware or the happening of any event which has resulted in (A) the Shelf

Registration Statement, as then in effect, containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein not misleading or (B) the Prospectus, as then amended or supplemented, containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) of the Company's reasonable determination that a post-effective amendment to the Shelf Registration Statement would be appropriate or that there exist circumstances not yet disclosed by the Company to the public which make further sales of Registrable Securities under the Shelf Registration Statement inadvisable pending such disclosure and post-effective amendment; and, if the notification relates to any event described in either of the clauses (i) or (ii) of this Section 3(e), at the request of the Holder, the Company shall prepare, and to the extent the exemption from the prospectus delivery requirements in Rule 172 under the Securities Act is not available, furnish to the Holder a reasonable number of copies of, a supplement or post-effective amendment to the Shelf Registration Statement or related Prospectus or file any other required document so that (1) the Shelf Registration Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (2) as thereafter delivered to the purchasers of Registrable Securities being sold thereunder, such Prospectus does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) use commercially reasonable efforts to cause the Registrable Securities to be listed on the New York Stock Exchange or any other national securities exchange on which the Common Stock is then listed, if the listing of Registrable Securities is then permitted under the rules of the New York Stock Exchange or such other national securities exchange;

(g) if requested by the Holder, incorporate in a prospectus supplement or post-effective amendment such information concerning the Holder or the Holder's intended method of distribution of the Registrable Securities as the Holder reasonably requests to be included therein and is reasonably necessary to permit the sale of the Registrable Securities pursuant to the Shelf Registration Statement, including, without limitation, information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other material terms of the offering of the Registrable Securities to be sold in such offering; *provided*, *however*, that the Company shall not be obligated to include in any such prospectus supplement or post-effective amendment any requested information (i) that is not required by the Securities Act and SEC rules and regulations thereunder or the Exchange Act and rules and regulations thereunder and (ii) is unreasonable in scope compared with the Company's most recent prospectus or prospectus supplement used in connection with a primary or secondary offering of equity securities by the Company; and

(h) use commercially reasonable efforts to file such documents as necessary to register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions as the Holder may reasonably request in writing, and use commercially reasonable efforts to keep each such registration or qualification effective during the period the Shelf Registration Statement is required to be kept effective pursuant to this Agreement or during the period offers and sales of Registrable Securities are being made by the Holder, whichever is

shorter, and to do any and all other similar acts and things which may be reasonably necessary or advisable to enable the Holder to consummate the disposition of the Registrable Securities in each such jurisdiction; *provided*, *however*, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction or to register as a broker or dealer in such jurisdiction where it would not otherwise be required to qualify but for this Agreement, (ii) take any action that would cause it to become subject to any taxation in any jurisdiction where it would not otherwise be subject to such taxation or (iii) take any action that would subject it to the general service of process in any jurisdiction where it is not then so subject.

4. Obligations of the Holder. The Holder agrees to cooperate with the Company in connection with the preparation of the Shelf Registration Statement, and the Holder agrees that it will (i) respond within five Business Days to any written request by the Company to provide or verify information regarding the Holder or the Holder's Registrable Securities (including the proposed manner of sale) that may be required to be included in the Shelf Registration Statement and related Prospectus pursuant to the Securities Act and SEC rules and regulations thereunder and the Exchange Act and SEC rules and regulations thereunder, and (ii) provide in a timely manner information regarding the proposed distribution by the Holder of the Registrable Securities and such other information as may be reasonably requested by the Company from time to time in connection with the preparation of, and for inclusion in, the Shelf Registration Statement and related Prospectus.

5. Registration Expenses. The Company shall pay all expenses incident to the performance by the Company of its registration obligations under this Agreement, including (i) SEC, stock exchange and FINRA registration and filing fees, (ii) all fees and expenses incurred in complying with state securities or "blue sky" laws, (iii) all printing, messenger and delivery expenses, and (iv) the fees, charges and expenses of counsel to the Company and of the Company's independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including, without limitation, any expenses arising from any "comfort" letters or any special audits incident to or required by any registration or qualification). The Holder shall be responsible for the payment of any brokerage and sales commissions, fees and disbursements of the Holder's counsel, accountants and other advisors, and any transfer taxes relating to the sale or disposition of the Registrable Securities by the Holder pursuant to this Shelf Registration Statement.

6. Indemnification.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, the Holder, its officers, directors and Affiliates, employees and agents of the Holder and each Person, if any, who controls the Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against all losses, claims, damages, liabilities, judgments and expenses (including without limitation, the reasonable fees and other expenses incurred in connection with any suit, action, investigation or proceeding or any claim asserted) caused by, arising out of, in connection with or based upon, any untrue or alleged untrue statement of material fact contained in the Shelf Registration Statement, the Prospectus (including any preliminary Prospectus) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were

made, not misleading or any violation or alleged violation by the Company of the Securities Act or the Exchange Act or any rule or regulation promulgated under the Securities Act or the Exchange Act, except insofar as the same are made in reliance and in conformity with information relating to the Holder furnished in writing to the Company by the Holder expressly for use therein or caused by the Holder's failure to deliver to the Holder's immediate purchaser a copy of the Prospectus or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished the Holder with a sufficient number of copies of the same.

(b) In connection with the Shelf Registration Statement, the Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with the Shelf Registration Statement, the Prospectus (including any preliminary Prospectus) or any amendment therefor or supplement thereto and the Holder shall indemnify, to the fullest extent permitted by law, the Company, its officers, directors, Affiliates, and each Person who "controls" the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act(excluding the Holder)), against all losses, claims, damages, liabilities and expenses arising out of or based upon any untrue or alleged untrue statement of material fact contained in the Registration Statement, the Prospectus (including any preliminary Prospectus) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus, in the light of the circumstances under which they were made, not misleading, but only to the extent that the same are made in reliance and in conformity with information relating to the Holder furnished in writing to the Company by the Holder expressly for use therein or caused by the Holder's failure to deliver to the Holder's immediate purchaser a copy of the Prospectus or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished the Holder with a sufficient number of copies of the same.

(c) Any Person entitled to indemnification hereunder shall (1) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (2) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, such indemnifying party shall assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to one local counsel per applicable jurisdiction) total for all indemnified parties by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder. No indemnifying party shall, without the prior written consent of the indemnified party, consent to entry of any judgment or enter into any settlement or other compromise (1) which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim (and all similar claims arising out

of the same general allegations) or litigation or (2) which includes any statement of admission of fault, culpability or failure to act by or on behalf of such indemnified party.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of Registrable Securities or the termination of this Agreement.

(e) If the indemnification provided for in or pursuant to this Section 6 is unavailable, unenforceable or insufficient to hold harmless any indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of the indemnifying party on the one hand and of the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and by each party's respective intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding anything herein to the contrary, in no event shall the liability of the Holder be greater in amount than the amount of net proceeds received by the Holder upon such sale or the amount for which such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided for under Section 6(a) or Section 6(b) hereof had been available under the circumstances. The indemnity and contribution agreements contained in this 6 are in addition to any liability which any indemnifying party may otherwise have to the indemnified parties hereunder, under applicable law or at equity.

7. Rule 144 Compliance; Legend Removal.

(a) The Company shall use its best efforts to timely file the reports required to be filed by the Company under the Securities Act and the Exchange Act so as to enable the Holder to sell the Registrable Securities pursuant to Rule 144. Subject to Section 7(b) hereof, in connection with any sale, transfer or other disposition by the Holder of any Registrable Securities pursuant to Rule 144, the Company shall cooperate with the Holder to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any Securities Act restrictive legend, and enable certificates for such Registrable Securities to be for such number of shares and registered in such names as such Holder may reasonably request at least five Business Days prior to any sale of Registrable Securities hereunder.

(b) The Company, upon the request of the Holder, shall use its commercially reasonable efforts to remove any restrictive legend from the certificates representing the Registrable Securities with respect to the Securities Act and any state securities laws, and to cause the termination of any related stop transfer orders, if (i) the Registrable Securities are eligible for sale without registration pursuant to Rule 144 without any volume limitations or other restrictions

on transfer under paragraphs (c), (e), (f) and (h) of Rule 144 and (b) the Holder provides the Company with a representation letter in customary form reasonably sufficient to establish that such limitations and restrictions under paragraphs (c), (e), (f) and (h) of Rule 144 do not apply to the Registrable Securities. The Holder further agrees to indemnify the Company against any loss, cost or expenses, including reasonable expenses and attorney's fees, incurred as a result of such legend removal on the Holder's behalf.

8. Miscellaneous.

(a) *Notices.* All notices and other communications provided for or permitted hereunder shall be made in writing and delivered by facsimile (with receipt confirmed), overnight courier, registered or certified mail, return receipt requested: (i) if to the Company, at the offices of the Company at 1140 N. Williamson Blvd., Suite 140, Daytona Beach, FL 32114, Attention: General Counsel, Fax: (386) 274-1223; and (ii) if to the Holder, at the offices of the Holder at 1140 N. Williamson Blvd., Suite 140, Daytona Beach, FL 32114, Attention: General Counsel, Fax: (386) 274-1223.

(b) *Waivers.* No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) *Specific Performance.* The parties hereto acknowledge that the obligations undertaken by them hereunder are unique and that there would be no adequate remedy at law if any party fails to perform any of its obligations hereunder, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to (i) compel specific performance of the obligations, covenants and agreements of any other party under this Agreement in accordance with the terms and conditions of this Agreement and (ii) obtain preliminary injunctive relief to secure specific performance and to prevent a breach or contemplated breach of this Agreement in any court of the United States or any State thereof having jurisdiction.

(d) *Successors and Assigns.* Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors of the parties hereto whether so expressed or not. Notwithstanding the foregoing or anything to the contrary herein, the parties may not assign this Agreement or their obligations hereunder.

(e) *Amendments.* This Agreement may not be amended, modified or waived, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

(f) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(g) *Governing Law; Jurisdiction.* This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of

New York. The parties hereby agree that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of Florida or the United States District Court for the Middle District of Florida, and irrevocably submit to such jurisdiction, which jurisdiction shall be exclusive. The parties hereby waive any objection to such exclusive jurisdiction and agree not to plead or claim that such courts represent an inconvenient forum.

(h) *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) *No Third-Party Beneficiaries.* Except as may be expressly provided herein (including without limitation Section 6 hereof), this Agreement is intended for the benefit of the parties hereto and their respective successors, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

(j) *Severability.* In case any provision of this Agreement shall be found by a court of law to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

(k) *Entire Agreement.* This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and they supersede, merge, and render void every other prior written and/or oral understanding or agreement among or between the parties hereto.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the date first written above.

ALPINE INCOME PROPERTY TRUST, INC.

By: _____
Name:
Title:

CONSOLIDATED-TOMOKA LAND CO.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

Exhibit 10.5

EXCLUSIVITY AND RIGHT OF FIRST OFFER AGREEMENT

This EXCLUSIVITY AND RIGHT OF FIRST OFFER AGREEMENT (this "*Agreement*") is entered into as of [•], 2019 by and between Consolidated-Tomoka Land Co., a Florida corporation ("*CTO*"), and Alpine Income Property Trust, Inc., a Maryland corporation ("*Alpine*").

RECITALS

WHEREAS, in connection with Alpine's initial underwritten public offering (the "*IPO*") of common stock, $0.01 par value per share, CTO has sold a portfolio of assets to Alpine and a subsidiary of CTO will enter into a Management Agreement (the "*Management Agreement*") with Alpine, effective as of the closing date of the IPO, pursuant to which the CTO subsidiary will act as Alpine's external manager; and

WHEREAS, as described in the final prospectus used in connection with the IPO, CTO has agreed to provide certain exclusivity commitments to Alpine and a right of first offer with respect to the ROFO Properties (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each signatory hereto, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"*Affiliate*" means, with respect to a person, any person controlling, controlled by or under common control with, the first person. The term "control" shall mean the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. For the purposes of this Agreement, Alpine and its consolidated subsidiaries shall be deemed not to be Affiliates of CTO and its consolidated subsidiaries and CTO and its consolidated subsidiaries shall be deemed not be Affiliates of Alpine and its consolidated subsidiaries.

"*Acceptance Notice*" has the meaning set forth in Section 3(b) of this Agreement.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Alpine*" has the meaning set forth in the preamble to this Agreement.

"*Business Day*" means a day on which commercial banks in New York, New York are open for business and that is not a Saturday or Sunday.

"*CTO*" has the meaning set forth in the preamble to this Agreement.

"*Incidental Interest*" means an opportunity to acquire, directly or indirectly, (i) an entity that owns a portfolio of commercial income properties that includes, among others, Single-Tenant, Net Leased Properties, or (ii) a portfolio of commercial income properties that includes, among others, Single-Tenant, Net Leased Properties, in either case, where not more than 30% of the value of such portfolio, as reasonably determined by CTO, in consultation with the independent directors of Alpine, consists of Single-Tenant, Net Leased Properties.

"*IPO*" has the meaning set forth in the recitals to this Agreement.

"*Management Agreement*" has the meaning set forth in the recitals to this Agreement.

"*Opportunity*" has the meaning set forth in Section 2(a) of this Agreement.

"*Property*" means a fee or leasehold interest in a real property, together with all improvements and fixtures located thereon, all rights, privileges and easements appurtenant thereto and all tangible and personal property used in connection therewith.

"*Restricted Period*" has the meaning set forth in Section 2(a) of this Agreement.

"*ROFO Notice*" has the meaning set forth in Section 3(b) of this Agreement.

"*ROFO Property*" means each of the Single-Tenant, Net Leased Properties listed on Schedule I attached hereto and any Single-Tenant, Net Leased Property that is developed and owned by CTO or any of its Affiliates after the closing date of the IPO.

"*Single-Tenant, Net Leased Property*" means a Property that is net leased, on a triple-net or double-net basis, to a single tenant or, if such Property is net leased to more than one tenant, 95% or more of the rental revenue derived from the ownership and leasing of such Property is attributable to a single tenant.

2. Exclusivity.

(a) Between the date of the closing of the IPO and the expiration or earlier termination of the Management Agreement (the "*Restricted Period*"), CTO will not, and will cause each of its Affiliates not to, acquire, directly or indirectly, a Single-Tenant, Net Leased Property (an "*Opportunity*"), unless:

(i) CTO has notified Alpine of the Opportunity by delivering a written notice (which may be by email) containing a description of the Opportunity and the terms of the Opportunity to the chair of the nominating and corporate governance committee (or any successor committee performing one or more of the functions of such committee) of Alpine's board of directors, and Alpine has affirmatively rejected in writing (which may be by email) the Opportunity or has failed to notify CTO in writing (which may be by email) within ten Business Days after receipt of CTO's notice that Alpine intends to pursue the Opportunity;

(ii) the Opportunity involves an Incidental Interest;

(iii) the Opportunity involves a property that was under contract for purchase by CTO or an Affiliate of CTO as of the closing date of the IPO, such contract is not assignable to Alpine and, despite commercially reasonable efforts by CTO, the seller will not agree to an assignment of the contract to Alpine; or

(iv) the Opportunity involves a property which, prior to the closing of the IPO, has been identified or designated by CTO as a potential "replacement property" in connection with an open (i.e. not yet completed) like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended.

(b) The parties recognize that the legal requirements and public policies of the various states of the United States or other applicable jurisdictions may differ as to the validity and enforceability of covenants similar to those set forth in Section 2(a) of this Agreement. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the legal requirements and public policies of each jurisdiction in which enforcement may be sought, and that the unenforceability (or the modification to conform to such requirements or policies) of any provisions of this Agreement shall not render unenforceable, or impair, the remainder of the provisions of this Agreement. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall be deemed to apply only with respect to the operation of such provision in the particular jurisdiction in which such determination is made and not with respect to any other provision or jurisdiction.

(c) For the avoidance of doubt and notwithstanding anything to the contrary, the terms of this Agreement shall not restrict CTO or any of its Affiliates from providing financing for a third party's acquisition of Single-Tenant, Net Leased Properties or from developing and owning any Single-Tenant, Net Leased Property.

3. Right of First Offer.

(a) CTO hereby agrees that, during the Restricted Period, neither CTO nor any of its Affiliates shall enter into any agreement with any third party for the purchase and/or sale of any ROFO Property without first offering Alpine the right to purchase the ROFO Property.

(b) If, during the Restricted Period, CTO or any of its Affiliates proposes to sell a ROFO Property, CTO or such Affiliate shall deliver a written notice (which may be by email) to Alpine (such notice, a "*ROFO Notice*"), which ROFO Notice shall set forth the material business terms of such proposal including, without limitation, CTO's or such Affiliate's proposed sales price, the square footage of the ROFO Property, the terms of any lease associated with the ROFO Property, the proposed due diligence period, the proposed closing date, any deposit requirements and any other principal business terms. Alpine shall have the option to purchase the ROFO Property, which Alpine shall exercise by delivering irrevocable notice to CTO or its Affiliate, as applicable (an "*Acceptance Notice*"), within ten Business Days of the giving of the ROFO Notice, along with an agreement of sale to purchase the ROFO Property.

(c) With respect to any ROFO Property for which a ROFO Notice has been delivered pursuant to Section 3(b) above, if Alpine declines or fails to exercise its right of first offer within the period provided in Section 3(b) above (such failure being deemed a waiver of any such right of first offer), then CTO or its Affiliate, as applicable, shall thereafter be free to offer for sale and sell such ROFO Property upon terms similar to those set forth in the ROFO Notice; *provided, however,* that the sale of such ROFO Property upon terms similar to those set forth in the ROFO Notice shall be completed by CTO or its Affiliate, as applicable, within 12 months of the date the ROFO Notice is delivered to Alpine; *provided further,* that if CTO or its Affiliate, as applicable, subsequently offers for sale such ROFO Property on terms that are materially different from the terms set forth in the ROFO Notice relating to such ROFO Property, then CTO or such Affiliate shall provide Alpine with a revised ROFO Notice in accordance with the terms set forth above and Alpine shall have all of the same rights as set forth above. Time shall be of the essence as to Alpine's giving of any Acceptance Notice. The terms upon which CTO or its Affiliate, as applicable, is willing to sell any ROFO Property shall be deemed materially different if the net effective sales proceeds shall be more than five percent (5.00%) less than the net effective sales proceeds set forth in the initial or any revised ROFO Notice.

4. Notices. Except as otherwise expressly provided herein, all notices, requests, demands, claims and other communications required or permitted hereunder will be in writing and will be sent by personal delivery or nationally recognized overnight courier. Any notice, request, demand, claim, or other communication required or permitted hereunder will be deemed duly given, as applicable, upon personal delivery or one Business Day following the date sent when sent by a reputable overnight courier service, addressed as follows:

(a) If to CTO, to:

Consolidated-Tomoka Land Co.
1140 N. Williamson Blvd., Suite 140
Daytona Beach, FL 32114
Attention: General Counsel

(b) If to Alpine, to:

Alpine Income Property Trust, Inc.
1140 N. Williamson Blvd., Suite 140
Daytona Beach, FL 32114
Attention: Chair, Nominating and Corporate Governance Committee

with a copy to:

Alpine Income Property Trust, Inc.
1140 N. Williamson Blvd., Suite 140
Daytona Beach, FL 32114
Attention: General Counsel

Any party may change the address to which notices, requests, demands, claims, and other communications required or permitted hereunder are to be delivered by providing to the other parties written notice in the manner herein set forth.

5. Miscellaneous.

(a) *Entire Agreement*. The agreement of the parties that is comprised of this Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and communications, whether oral or written, relating to the subject matter of this Agreement.

(b) *Amendments*. This Agreement may be amended or modified, but only by an instrument in writing executed by each of the parties hereto.

(c) *No Third Party Beneficiaries*. This Agreement will be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to or will be construed to or will confer upon any other person any right, claim, cause of action, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) *Assignments*. This Agreement will be binding upon and inure to the benefit of and be enforceable by the successors and permissible assigns of the parties hereto. Neither this Agreement nor any rights and obligations hereunder may be assigned, hypothecated or otherwise transferred by any party hereto (by operation of law or otherwise) without the prior written agreement of the other party.

(e) *Governing Law*. This Agreement, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(f) *Jurisdiction*. Each party to this Agreement, by its execution hereof, hereby: (i) irrevocably submits to the exclusive jurisdiction of the state courts of the State of Florida, located in Orlando, or in the United States District Court for the Middle District of Florida, for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement or the subject matter hereof; (ii) waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit, or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of forum *non conveniens*, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (iii) agrees not to commence any such action, suit or proceeding other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Each party hereby (x) consents to service of process in any such action in any manner permitted by the laws of the State of New York; (y) agrees that service of process made in accordance with clause (x) will constitute good and valid service of process in any such action; and (z) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (x) or clause (y) does not constitute good and valid service of process.

(g) *Waiver of Jury Trial*. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES AND COVENANTS THAT IT SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5(g) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(h) *Specific Performance*. Each of the parties acknowledges and agrees that the other parties would be damaged immediately, extensively and irreparably and no adequate remedy at law would exist in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or violated. Accordingly, in addition to, and not in limitation of, any other remedy available to any party, the parties agree that, without posting bond or similar undertaking, each of the other parties shall be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to the remedy of specific performance of this Agreement and the terms and provisions hereof in any action instituted in any court having jurisdiction over the parties and the matter in addition to any other remedy to which such party may be entitled, at law or in equity. Such remedies, and any and all other remedies provided for in this Agreement, will, however, be cumulative in nature and not exclusive and will be in addition to any other remedies to which such party may be entitled. Each of the parties hereby acknowledges and agrees that it may be difficult to prove damages with reasonable certainty, that it may be difficult to procure suitable substitute performance, and that injunctive relief and/or specific performance will not cause an undue hardship to any party. Each party further agrees that, in the event of any action for specific performance in respect of any breach or violation, or threatened breach or violation, of this Agreement, it shall not assert the defense that a remedy at law would be adequate or that specific performance or injunctive relief in respect of such breach or violation should not be available on any other grounds.

(i) *No Waiver*. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), or shall constitute a continuing waiver unless otherwise expressly provided. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party against whom such waiver is intended to be effective.

(j) *Construction*. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(k) *Counterparts*. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or PDF signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[*Remainder of Page Intentionally Left Blank*.]

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

CONSOLIDATED-TOMOKA LAND CO.

By: _____
Name:
Title:

ALPINE INCOME PROPERTY TRUST, INC.

By: _____
Name:
Title:

[Signature Page to Exclusivity and Right of First Offer Agreement]

Schedule I

ROFO Properties

[*Insert Schedule of ROFO Properties – To Come*]

Exhibit 10.13

TAX PROTECTION AGREEMENT

THIS TAX PROTECTION AGREEMENT (this "Agreement") is made and entered into as of [ ], 2019 by and among Alpine Income Property Trust, Inc., a Maryland corporation (the "REIT"), Alpine Income Property OP, LP, a Delaware limited partnership (the "Partnership"), Consolidated-Tomoka Land Co., a Florida corporation ("CTO"), and Indigo Group Ltd., a Florida limited partnership ("Indigo" and together with CTO, the "Initial Protected Partners" and, together with the REIT and the Partnership, the "Parties").

RECITALS

WHEREAS, the Initial Protected Partners own, directly or indirectly through entities disregarded as separate from such Initial Protected Partners for federal income tax purposes, fee title to or tenant-in-common interests in the real property and improvements located at: (i) 50 Central Ave, Lynn, MA 01901; (ii) 3775 Oxford Station Way, Winston-Salem, NC 27103; (iii) 4954 Town Center Parkway, Jacksonville, FL 32246; (iv) 5064 Weebers Crossings Drive, Jacksonville, FL 32246; and (v) 2699 Country Road D, East Troy, WI 53120 (as further described in those certain contribution agreements, each dated as of [ ], 2019 (the "Contribution Agreements"), by and among the Initial Protected Partners and the Partnership (collectively, the "Properties");

WHEREAS, pursuant to the Contribution Agreements, the Initial Protected Partners are contributing (the "Contributions"), as applicable, their right, title and interests in and to the Properties to the Partnership in exchange for common partnership units of limited partnership interest in the Partnership ("Units");

WHEREAS, it is intended for federal income tax purposes that the Contributions for Units will be treated as a tax-deferred contributions of the Properties to the Partnership for Units under Section 721 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, in consideration for the agreement of the Initial Protected Partners to make the Contributions, the Parties desire to enter into this Agreement regarding certain tax matters as set forth herein; and

WHEREAS, the REIT and the Partnership desire to evidence their agreement regarding amounts that may be payable in the event of certain actions being taken by the Partnership regarding the disposition of certain of the contributed Properties.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein and in the Contribution Agreements, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

To the extent not otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in the Partnership Agreement (as defined below).

"Accounting Firm" has the meaning set forth in the Section 3.2.

"Agreement" has the meaning set forth in the Preamble.

"Cash Consideration" has the meaning set forth in Section 2.1(a).

"Closing Date" means the date on which the Contributions will be effective.

"Code" has the meaning set forth in the Recitals.

"Contributions" has the meaning set forth in the Recitals.

"Contribution Agreements" has the meaning set forth in the Recitals.

"Final Determination" means (i) a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final after all allowable appeals by either party to the action have been exhausted or after the time for filing such appeals has expired, (ii) a binding settlement agreement entered into in connection with an administrative or judicial proceeding (iii) the expiration of the time for instituting a claim for refund, or if such a claim was filed, the expiration of the time for instituting suit with respect thereto or (iv) the expiration of the time for instituting suit with respect to a claimed deficiency.

"Gain Limitation Property" means (i) each of the Properties, as described in more detail on Schedule 2 hereto as a Gain Limitation Property; (ii) any direct or indirect interest owned by the Partnership in any entity that owns an interest in a Gain Limitation Property, if the disposition of that interest would result in the recognition of Protected Gain by a Protected Partner; and (iii) any other property that the Partnership directly or indirectly receives that is in whole or in part a "substituted basis property" as defined in Section 7701(a)(42) of the Code with respect to a Gain Limitation Property.

"Indirect Owner" means, in the case of a Protected Partner that is an entity that is classified as a partnership, disregarded entity or subchapter S corporation or real estate investment trust for federal income tax purposes, any person owning an equity interest in such Protected Partner, and in the case of any Indirect Owner that itself is an entity that is classified as a partnership, disregarded entity, subchapter S corporation or real estate investment trust for federal income tax purposes, any person owning an equity interest in such entity.

"Notice Period" means the period commencing on [ ], 2019, and ending at 12:01 AM on [ ], 2029, provided, however, that with respect to a Protected Partner, the Notice Period shall terminate at such time as such Protected Partner has disposed of 80% or more of the Units received upon the Contributions in one or more taxable transactions.

"Parties" has the meaning set forth in the Preamble.

"Partnership" has the meaning set forth in the Preamble.

"Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of [ ], 2019, as the same may be further amended in accordance with the terms thereof.

"Partnership Interest Consideration" has the meaning set forth in Section 2.1(a).

"Properties" has the meaning set forth in the Recitals.

"Protected Gain" shall mean the gain that would be allocable to and recognized by a Protected Partner for federal income tax purposes under Section 704(c) of the Code in the event of the sale of a Gain Limitation Property in a fully taxable transaction. The initial amount of Protected Gain with respect to each Protected Partner shall be determined as if the Partnership sold each Gain Limitation Property in a fully taxable transaction on the Closing Date for consideration equal to the Section 704(c) Value of such Gain Limitation Property on the Closing Date, and is set forth on Schedule 2 hereto. Gain that would be allocated to a Protected Partner upon a sale of a Gain Limitation Property that is "book gain" (for example, any gain attributable to appreciation in the actual value of the Gain Limitation Property following the Closing Date or any gain resulting from reductions in the "book value" of the Gain Limitation Property following the Closing Date) shall not be considered Protected Gain. As used in this definition, "book gain" is any gain that would not be required under Section 704(c) of the Code and the applicable regulations to be specially allocated to the Protected Partners for federal income tax purposes.

"Protected Partner" means those persons, as set forth as Protected Partners on Schedule 1, and any person who (i) acquires Units from a Protected Partner in a transaction in which gain or loss is not recognized in whole or in part and in which such transferee's adjusted basis for federal income tax purposes is determined in whole or in part by reference to the adjusted basis of the Protected Partner in such Units, (ii) has notified the Partnership of its status as a Protected Partner and (iii) provides all documentation reasonably requested by the Partnership to verify such status, but excludes any person that ceases to be a Protected Partner pursuant to this Agreement.

"Section 704(c) Value" means the fair market value of any Gain Limitation Property as of the Closing Date, as determined by the Partnership and as set forth next to each Gain Limitation Property on Schedule 3 hereto. Notwithstanding the preceding sentence, with respect to each Gain Limitation Property, the Section 704(c) Value shall not exceed the "Agreed Maximum Value" set forth next to each Gain Limitation Property on Schedule 3 hereto.

"Subsidiary" means any entity in which the Partnership owns a direct or indirect interest that owns a Gain Limitation Property on the Closing Date or that thereafter is a successor to the Partnership's direct or indirect interests in a Gain Limitation Property.

"Tax Protection Period" means the period commencing on the Closing Date and ending at 12:01 AM on , 2029, provided, however, that with respect to a Protected Partner, the Tax Protection Period shall terminate at such time as (i) such Protected Partner has disposed of eighty percent (80%) or more of the Units received upon the Contributions in one or more taxable transactions or (ii) there is a Final Determination that no portion of the Contributions qualified for tax-deferred treatment under Section 721 of the Code.

"Units" has the meaning set forth in the Recitals.

ARTICLE 2
RESTRICTIONS ON DISPOSITIONS OF
GAIN LIMITATION PROPERTIES

2.1 Restrictions on Disposition of Gain Limitation Properties.

(a) The Partnership agrees for the benefit of each Protected Partner, for the term of the Tax Protection Period, not to directly or indirectly sell, exchange, transfer, or otherwise dispose of a Gain Limitation Property or any interest therein, without regard to whether such disposition is voluntary or involuntary, in a transaction that would cause any Protected Partner to recognize any Protected Gain.

Without limiting the foregoing, the term "sell, exchange, transfer, or otherwise dispose of a Gain Limitation Property" shall be deemed to include, and the prohibition shall extend to:

(i) any direct or indirect disposition by any direct or indirect Subsidiary of any Gain Limitation Property or any interest therein;

(ii) any direct or indirect disposition by the Partnership of any Gain Limitation Property (or any direct or indirect interest therein) that is subject to Section 704(c)(1)(B) of the Code and the Treasury Regulations thereunder; and

(iii) any distribution by the Partnership to a Protected Partner that is subject to Section 737 of the Code and the Treasury Regulations thereunder.

Without limiting the foregoing, a disposition shall include any transfer, voluntary or involuntary, by the Partnership or any Subsidiary in a foreclosure proceeding, pursuant to a deed in lieu of foreclosure, or in a bankruptcy proceeding.

Notwithstanding the foregoing, this Section 2.1 shall not apply to a voluntary, actual disposition by a Protected Partner of Units in connection with a merger or consolidation of the Partnership pursuant to which (1) the Protected Partner is offered as consideration for the Units either cash or property treated as cash pursuant to Section 731 of the Code ("Cash Consideration") or partnership interests and the receipt of such partnership interests would not result in the recognition of gain for federal income tax purposes by the Protected Partner ("Partnership Interest Consideration"); (2) the Protected Partner has the right to elect to receive solely Partnership Interest Consideration in exchange for his Units, and the continuing partnership has agreed in writing to assume the obligations of the Partnership under this Agreement; (3) no Protected Gain is recognized by the Partnership as a result of any partner of the Partnership receiving Cash Consideration; and (4) the Protected Partner elects or is deemed to elect to receive solely Cash Consideration.

(b) Notwithstanding the restriction set forth in this Section 2.1, the Partnership and any Subsidiary may dispose of any Gain Limitation Property (or any interest therein) if such

disposition qualifies as a "like-kind exchange" under Section 1031 of the Code, or an involuntary conversion under Section 1033 of the Code, or other transaction (including, but not limited to, a contribution of property to any entity that qualifies for the non-recognition of gain under Section 721 or Section 351 of the Code, or a merger or consolidation of the Partnership with or into another entity that qualifies for taxation as a "partnership" for federal income tax purposes) that, as to each of the foregoing, does not result in the recognition of any taxable income or gain to any Protected Partner with respect to any of the Units; provided, however, that in the case of a "like-kind exchange" under Section 1031 of the Code, if such exchange is with a "related party" within the meaning of Section 1031(f)(3) of the Code, any direct or indirect disposition by such related party of the Gain Limitation Property or any other transaction prior to the expiration of the two (2) year period following such exchange that would cause Section 1031(f)(1) of the Code to apply with respect to such Gain Limitation Property (including by reason of the application of Section 1031(f)(4) of the Code) shall be considered a violation of this Section 2.1 by the Partnership.

ARTICLE 3
REMEDIES FOR BREACH

3.1 Monetary Damages. In the event that the Partnership breaches its obligations set forth in Article 2, with respect to a Protected Partner, the Protected Partner's sole remedy shall be to receive from the Partnership, and the Partnership shall pay to such Protected Partner as damages, an amount equal to (a) the aggregate federal, state, and local income taxes incurred by the Protected Partner or an Indirect Owner with respect to the Protected Gain that is allocable to such Protected Partner under the Partnership Agreement as a result of the disposition of the Gain Limitation Property plus (b) the aggregate federal, state, and local income taxes payable by the Protected Partner or an Indirect Owner as a result of the receipt of any payment required under this Section 3.1.

For the avoidance of doubt, the Partnership shall have no liability pursuant to this Section 3.1 if the Partnership merges into another entity treated as a partnership for federal income tax purposes or the Protected Partner accepts an offer to exchange its Units for equity interests in another entity treated as a partnership for federal income tax purposes so long as, in either case, such successor entity assumes or agrees to assume the Partnership's obligations pursuant to this Agreement.

For purposes of computing the amount of federal, state, and local income taxes required to be paid by a Protected Partner (or Indirect Owner), (i) any deduction for state income taxes payable as a result thereof actually allowed in computing federal income taxes shall be taken into account, and (ii) a Protected Partner's (or Indirect Owner's) tax liability shall be computed using the highest federal, state and local marginal income tax rates that would be applicable to such Protected Partner's (or Indirect Owner's) taxable income (taking into account the character and type of such income or gain) for the year with respect to which the taxes must be paid, without regard to any deductions, losses or credits that may be available to such Protected Partner (or Indirect Owner) that would reduce or offset its actual taxable income or actual tax liability if such deductions, losses or credits could be utilized by the Protected Partner (or Indirect Owner) to offset other income, gain or taxes of the Protected Partner (or Indirect Owner), either in the current year, in earlier years, or in later years.

3.2 Process for Determining Damages. If the Partnership has breached or violated any of the covenants set forth in Article 2 (or a Protected Partner asserts that the Partnership has breached or violated any of the covenants set forth in Article 2), the Partnership and the Protected Partner (or Indirect Owner) agree to negotiate in good faith to resolve any disagreements regarding any such breach or violation and the amount of damages, if any, payable to such Protected Partner (or Indirect Owner) under Section 3.1. If any such disagreement cannot be resolved by the Partnership and such Protected Partner (or Indirect Owner) within sixty (60) days after the receipt of notice from the Partnership of such breach and the amount of income to be recognized by reason thereof (or, if applicable, receipt by the Partnership of an assertion by a Protected Partner that the Partnership has breached or violated any of the covenants set forth in Article 2), the Partnership and the Protected Partner shall jointly retain a nationally recognized independent public accounting firm (an "Accounting Firm") to act as an arbitrator to resolve as expeditiously as possible all points of any such disagreement (including, without limitation, whether a breach of any of the covenants set forth in Article 2, has occurred and, if so, the amount of damages to which the Protected Partner is entitled as a result thereof, determined as set forth in Section 3.1). All determinations made by the Accounting Firm with respect to the resolution of any breach or violation of any of the covenants set forth in Article 2 and the amount of damages payable to the Protected Partner under Section 3.1 shall be final, conclusive and binding on the Partnership and the Protected Partner. The fees and expenses of any Accounting Firm incurred in connection with any such determination shall be shared equally by the Partnership and the Protected Partner, provided that if the amount determined by the Accounting Firm to be owed by the Partnership to the Protected Partner is more than five percent (5%) higher than the amount proposed by the Partnership to be owed to such Protected Partner prior to the submission of the matter to the Accounting Firm, then all of the fees and expenses of any Accounting Firm incurred in connection with any such determination shall be paid by the Partnership and if the amount determined by the Accounting Firm to be owed by the Partnership to the Protected Partner is more than five percent (5%) less than the amount proposed by the Partnership to be owed to such Protected Partner prior to the submission of the matter to the Accounting Firm, then all of the fees and expenses of any Accounting Firm incurred in connection with any such determination shall be paid by the Protected Partner.

3.3 Required Notices; Time for Payment. In the event that there has been a breach of Article 2, the Partnership shall provide to each affected Protected Partner notice of the transaction or event giving rise to such breach not later than at such time as the Partnership provides to the Protected Partners the IRS Schedule K-1s to the Partnership's federal income tax return for the year of such transaction. All payments required to be made under this Article 3 to any Protected Partner shall be made to such Protected Partner on or before April 15 of the year following the year in which the gain recognition event giving rise to such payment took place; provided that, if the Protected Partner is required to make estimated tax payments that would include such gain (taking into account all available safe harbors), the Partnership shall make a payment to the Protected Partner on or before the due date for such estimated tax payment and such payment from the Partnership shall be in an amount that corresponds to the amount of the estimated tax being paid by such Protected Partner at such time as a result of the gain recognition event. In the event of a payment made after the date required pursuant to this Section 3.3, interest shall accrue on the aggregate amount required to be paid from such date to the date of actual payment at a rate equal to the "prime rate" of interest, as published in the Wall Street Journal (or if no longer published there, as announced by Citibank) effective as of the date the payment is required to be made.

ARTICLE 4
NOTICE OF INTENTION TO SELL GAIN LIMITATION PROPERTY DURING NOTICE PERIOD

During the Notice Period, if the Partnership intends to dispose of a Gain Limitation Property in a taxable transaction, the Partnership shall use commercially reasonable efforts to provide at least 90 days' prior written notice (prior to the closing of such disposition) to the Protected Partners.

ARTICLE 5
SECTION 704(C) METHOD AND ALLOCATIONS

Notwithstanding any provision of the Partnership Agreement, the Partnership shall use the "traditional method" under Treasury Regulations Section 1.704-3(b) for purposes of making all allocations under Section 704(c) of the Code with respect to any Gain Limitation Property.

ARTICLE 6
AMENDMENT OF THIS AGREEMENT; WAIVER OF CERTAIN PROVISIONS

6.1 Amendment. This Agreement may not be amended, directly or indirectly (including by reason of a merger between either the Partnership or the REIT and another entity) except by a written instrument signed by the REIT, the Partnership, and each of the Protected Partners to be subject to such amendment, except that the Partnership may amend Schedule 1 upon a person becoming a Protected Partner as a result of a transfer of Units.

6.2 Waiver. Notwithstanding the foregoing, upon written request by the Partnership, each Protected Partner, in its sole discretion, may waive the payment of any damages that is otherwise payable to such Protected Partner pursuant to Article 3 hereof. Such a waiver shall be effective only if obtained in writing from the affected Protected Partner.

ARTICLE 7
MISCELLANEOUS

7.1 Additional Actions and Documents. Each of the Parties hereby agrees to take or cause to be taken such further actions, to execute, deliver, and file or cause to be executed, delivered and filed such further documents, and will obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

7.2 Assignment. No Party shall assign its or his rights or obligations under this Agreement, in whole or in part, except by operation of law, without the prior written consent of the other Parties, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect.

7.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Protected Partners and their respective successors and permitted assigns, whether so expressed or not. This Agreement shall be binding upon the REIT, the Partnership, and any entity that is a direct or indirect successor, whether by merger, transfer, spin-off or otherwise, to

all or substantially all of the assets of either the REIT or the Partnership (or any prior successor thereto as set forth in the preceding portion of this sentence), provided that none of the foregoing shall result in the release of liability of the REIT and the Partnership hereunder. The REIT and the Partnership covenant with and for the benefit of the Protected Partners not to undertake any transfer of all or substantially all of the assets of either entity (whether by merger, transfer, spin-off or otherwise) unless the transferee has acknowledged in writing and agreed in writing to be bound by this Agreement, provided that the foregoing shall not be deemed to permit any transaction otherwise prohibited by this Agreement.

7.4 Modification; Waiver. No failure or delay on the part of any Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties are cumulative and not exclusive of any rights or remedies which they would otherwise have. No modification or waiver of any provision of this Agreement, nor consent to any departure by any Party therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Party in any case shall entitle such Party to any other or further notice or demand in similar or other circumstances.

7.5 Representations and Warranties Regarding Authority; Noncontravention. Each of the REIT and the Partnership has the requisite corporate or other (as the case may be) power and authority to enter into this Agreement and to perform its respective obligations hereunder. The execution and delivery of this Agreement by each of the REIT and the Partnership and the performance of each of its respective obligations hereunder have been duly authorized by all necessary trust, partnership, or other (as the case may be) action on the part of each of the REIT and the Partnership. This Agreement has been duly executed and delivered by each of the REIT and the Partnership and constitutes a valid and binding obligation of each of the REIT and the Partnership, enforceable against each of the REIT and the Partnership in accordance with its terms, except as such enforcement may be limited by (i) applicable bankruptcy or insolvency laws (or other laws affecting creditors' rights generally) or (ii) general principles of equity. The execution and delivery of this Agreement by each of the REIT and the Partnership do not, and the performance by each of its respective obligations hereunder will not, conflict with, or result in any violation of (i) the Partnership Agreement or (ii) any other agreement applicable to the REIT and/or the Partnership, other than, in the case of clause (ii), any such conflicts or violations that would not materially adversely affect the performance by the Partnership and the REIT of their obligations hereunder.

7.6 Captions. The Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.7 Notices. All notices and other communications given or made pursuant hereto shall be in writing, shall be deemed to have been duly given or made as of the date delivered, mailed or transmitted, and shall be effective upon receipt, if delivered personally, mailed by registered or

certified mail (postage prepaid, return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like changes of address) or sent by electronic transmission to the telecopier number specified below:

(a) if to the Partnership or the REIT, to:

Alpine Income Property Trust, Inc.
1140 N. Williamson Blvd., Suite 140
Daytona Beach, Florida 32114
Attention: Daniel E. Smith

(b) if to a Protected Partner, to the address on file with the Partnership.

Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed, telecopied or telexed in the manner described above, or which shall be delivered to a telegraph company, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy or telex) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7.9 Governing Law. The interpretation and construction of this Agreement, and all matters relating thereto, shall be governed by the laws of the State of Maryland, without regard to the choice of law provisions thereof.

7.10 Consent to Jurisdiction; Enforceability.

(a) This Agreement and the duties and obligations of the Parties shall be enforceable against any of the other Parties in the courts of the State of Maryland. For such purpose, each Party and the Protected Partners hereby irrevocably submits to the nonexclusive jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(b) Each Party hereby irrevocably agrees that a final judgment of any of the courts specified above in any action or proceeding relating to this Agreement shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7.11 Severability. If any part of any provision of this Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

7.12 Costs of Disputes. Except as otherwise expressly set forth in this Agreement, the nonprevailing Party in any dispute arising hereunder shall bear and pay the costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the prevailing Party or Parties in connection with resolving such dispute.

[no further text on this page—signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective officers, general partners, or delegates thereunto duly authorized all as of the date first written above.

REIT:

ALPINE INCOME PROPERTY TRUST, INC.,
a Maryland corporation

By: _____
Name: _____
Title: _____

PARTNERSHIP:

ALPINE INCOME PROPERTY OP, LP,
a Delaware limited partnership

By: **ALPINE INCOME PROPERTY GP, LLC,**
a Delaware limited liability company,
its General Partner

By: **ALPINE INCOME PROPERTY TRUST, INC.,**
a Maryland corporation,
its sole member

By: _____

Name: _____

Title: _____

CTO:

CONSOLIDATED-TOMOKA LAND CO.,
a Florida corporation

By: _____
Name: _____
Title: _____

INDIGO:

INDIGO GROUP LTD.,
a Florida limited partnership

By: **INDIGO GROUP INC.,**
a Florida corporation,

its General Partner

By: _____
Name: Daniel E. Smith
Title: Senior Vice President

Schedule 1
List of Protected Partners

Consolidated-Tomoka Land Co.

Indigo Group Ltd.

Schedule 2
Gain Limitation Properties and
Estimated Maximum Protected Gain for Protected Partners as a Group

Name of Protected Property	Closing Date Built In Gain (Aggregate)	Maximum Protected Gain (Aggregate)
Family Dollar, Lynn, MA	$	$
Hobby Lobby, Winston-Salem, NC	$	$
Cheddar's, Jacksonville, FL	$	$
Scrubbles, Jacksonville, FL	$	$
Alpine Valley Music Theatre East Troy, WI	$	$

Schedule 3
Maximum 704(c) Value to be Used in Computing Protected Gain

Name of Protected Property	Agreed Maximum Value
Family Dollar, Lynn, MA	$
Hobby Lobby, Winston-Salem, NC	$
Cheddar’s, Jacksonville, FL	$
Scrubbles, Jacksonville, FL	$
Alpine Valley Music Theatre East Troy, WI	$

Exhibit 21.1

Subsidiaries

Subsidiary	Jurisdiction
Alpine Income Property GP, LLC	Delaware
Alpine Income Property OP, LP	Delaware
PINE19 Alpharetta GA LLC	Delaware
PINE19 Jacksonville FL LLC	Delaware
PINE19 Glendale AZ LLC	Delaware

Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

We have issued our report dated August 27, 2019 with respect to the balance sheet of Alpine Income Property Trust, Inc. contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts”.

/s/ Grant Thornton LLP

Jacksonville, Florida
October 29, 2019

Exhibit 23.4

Consent of Independent Registered Public Accounting Firm

We have issued our report dated August 27, 2019 with respect to the combined financial statements of Alpine Income Property Trust Predecessor contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts”.

/s/ Grant Thornton LLP

Jacksonville, Florida
October 29, 2019

Exhibit 23.5

Consent of Independent Certified Public Accountant

We have issued our report dated October 3, 2019 with respect to the combined statements of revenues of the properties located in Winston-Salem, North Carolina; Birmingham, Alabama; Lynn, Massachusetts; Albany, Georgia; and East Troy, Wisconsin contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts”.

/s/ Grant Thornton LLP

Jacksonville, Florida
October 29, 2019

Exhibit 99.1

CONSENT OF PERSON TO BE NAMED DIRECTOR

As required by Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-11 (together with any amendments or supplements thereto, and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, the "***Registration Statement***") of Alpine Income Property Trust, Inc., a Maryland corporation (the "***Company***"), as a person who has agreed to serve as a director of the Company and to the inclusion of the undersigned's biographical information in the Registration Statement.

/s/ Mark Okey Decker, Jr.
Signature

Mark Okey Decker, Jr.
Printed Name

October 11, 2019
Date

Exhibit 99.2

CONSENT OF PERSON TO BE NAMED DIRECTOR

As required by Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-11 (together with any amendments or supplements thereto, and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, the "***Registration Statement***") of Alpine Income Property Trust, Inc., a Maryland corporation (the "***Company***"), as a person who has agreed to serve as a director of the Company and to the inclusion of the undersigned's biographical information in the Registration Statement.

/s/ M. Carson Good
Signature

Morton Carson Good
Printed Name

October 21, 2019
Date

Exhibit 99.3

CONSENT OF PERSON TO BE NAMED DIRECTOR

As required by Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-11 (together with any amendments or supplements thereto, and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, the "***Registration Statement***") of Alpine Income Property Trust, Inc., a Maryland corporation (the "***Company***"), as a person who has agreed to serve as a director of the Company and to the inclusion of the undersigned's biographical information in the Registration Statement.

/s/ Andrew C. Richardson
Signature

Andrew C. Richardson
Printed Name

October 10, 2019
Date

Exhibit 99.4

CONSENT OF PERSON TO BE NAMED DIRECTOR

As required by Rule 438 under the Securities Act of 1933, as amended, the undersigned hereby consents to being named in the Registration Statement on Form S-11 (together with any amendments or supplements thereto, and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, the "***Registration Statement***") of Alpine Income Property Trust, Inc., a Maryland corporation (the "***Company***"), as a person who has agreed to serve as a director of the Company and to the inclusion of the undersigned's biographical information in the Registration Statement.

/s/ Jeffrey S. Yarckin
Signature

Jeffrey S. Yarckin
Printed Name

October 3, 2019
Date