

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

(mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES ACT OF 1934

For the fiscal year ended December 31, 2018

or

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

For the transition period from _____ to _____

Commission file number 000-53673

Presidio Property Trust, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State of other jurisdiction of
incorporation or organization)

4995 Murphy Canyon Road, Suite 300
San Diego, CA

(Address of principal executive offices)

33-0841255

(IRS Employer
Identification Number)

92123

(Zip code)

(760) 471-8536

(Registrant's telephone number, including area code)

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

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, Series A, \$.01 par value

(Title of class)

Indicate by check mark whether the registrant is a well known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

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

Indicate by check mark if disclosure of delinquent filers pursuant to item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in part III of this Form 10-K or any amendment to this Form 10-K. Yes No

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 13(a) of the Exchange Act.

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

At March 22, 2019, registrant had issued and outstanding 17,709,883 shares of its common stock \$0.01 par value.

DOCUMENTS INCORPORATED BY REFERENCE

Part III, Items 10, 11, 12, 13 and 14 incorporate by reference certain specific portions of the definitive Proxy Statement for Presidio Property Trust's Annual Meeting currently scheduled to be held on May 23, 2019 to be filed pursuant to Regulation 14A. Only those portions of the proxy statement which are specifically incorporated by reference herein shall constitute a part of this annual report.

TABLE OF CONTENTS

	<u>Page</u>
<u>Part I</u>	
ITEM 1. <u>BUSINESS</u>	2
ITEM 1A. <u>RISK FACTORS</u>	7
ITEM 1B. <u>UNRESOLVED STAFF COMMENTS</u>	22
ITEM 2. <u>PROPERTIES</u>	22
ITEM 3. <u>LEGAL PROCEEDINGS</u>	25
ITEM 4. <u>MINE SAFETY DISCLOSURES</u>	25
<u>Part II</u>	
ITEM 5. <u>MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUERS PURCHASES OF EQUITY SECURITIES</u>	25
ITEM 6. <u>SELECTED FINANCIAL DATA</u>	26
ITEM 7. <u>MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</u>	27
ITEM 7A. <u>QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u>	37
ITEM 8. <u>FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA</u>	37
ITEM 9. <u>CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE</u>	37
ITEM 9A. <u>CONTROLS AND PROCEDURES</u>	37
ITEM 9B. <u>OTHER INFORMATION</u>	38
<u>Part III</u>	
ITEM 10. <u>DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE</u>	38
ITEM 11. <u>EXECUTIVE COMPENSATION</u>	38
ITEM 12. <u>SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</u>	38
ITEM 13. <u>CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE</u>	38
ITEM 14. <u>PRINCIPAL ACCOUNTING FEES AND SERVICES</u>	38
<u>Part IV</u>	
ITEM 15. <u>EXHIBITS, FINANCIAL STATEMENT SCHEDULES</u>	39

**CAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS
AND INDUSTRY DATA**

This Form 10-K contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties, many of which are beyond our control. Our actual results could differ materially and adversely from those anticipated in such forward-looking statements as a result of certain factors, including those set forth in this Form 10-K. Important factors that may cause actual results to differ from projections include, but are not limited to:

- specific risks that may be referred to in this Form 10-K, including those set forth in the “Risk Factors” section of the Form 10-K;
- adverse economic conditions in the real estate market;
- adverse changes in the real estate financing markets;
- our inability to raise sufficient additional capital to continue to expand our real estate investment portfolio, pay our mandatorily redeemable Series B Preferred Stock and pay dividends to our shareholders;
- unexpected costs, lower than expected rents and revenues from our properties, and/or increases in our operating costs;
- inability to attract or retain qualified personnel, including real estate management personnel;
- adverse results of any legal proceedings; and
- changes in laws, rules and regulations affecting our business.

All statements, other than statements of historical facts, included in this Form 10-K regarding our strategy, future operations, financial position, estimated revenue or losses, projected costs, prospects, current expectations, forecasts, and plans and objectives of Management are forward-looking statements. When used in this Form 10-K, the words “will,” “may,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “should,” “project,” “plan,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. All forward-looking statements speak only as of the date of this Form 10-K. We do not undertake any obligation to update any forward-looking statements or other information contained in this Form 10-K, except as required by federal securities laws. You should not place undue reliance on these forward-looking statements. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements in this Form 10-K are reasonable, we cannot assure you that these plans, intentions or expectations will be achieved. We have disclosed important factors that could cause our actual results to differ materially from our expectations under the “Risk Factors” section and elsewhere in this Form 10-K. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf.

Information regarding market and industry statistics contained in this Form 10-K is included based on information available to us that we believe is accurate. We have not reviewed or included data from all sources, and we cannot assure you of the accuracy or completeness of the data included in this Form 10-K. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. We undertake no obligation to update forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements. See the “Risk Factors” section of this Form 10-K for a more detailed discussion of uncertainties and risks that may have an impact on our future results.

ITEM 1.

OVERVIEW AND CORPORATE STRUCTURE

Presidio Property Trust, Inc. (“we”, “our”, “us” or the “Company”) is a self-managed real estate investment trust (“REIT”). We were incorporated in the State of California on September 28, 1999, and in August 2010, we reincorporated as a Maryland corporation. In October 2017, we changed our name from “NetREIT, Inc.” to “Presidio Property Trust, Inc.” As of December 31, 2018, we had approximately 17.7 million shares of Series A Common Stock outstanding with approximately 3,040 stockholders, none of which owned more than 5.0% of the outstanding shares. We are a non-traded, publicly owned company registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Through the Company, its subsidiaries and its partnerships, we own 18 commercial properties in fee interest and have partial interests in one commercial property through our investments in limited partnerships for which we serve as the general partner. We purchased the partnership interest in one limited partnership that owned one property during 2016. Each of the limited partnerships is referred to as a “DownREIT.” In each DownREIT, we have the right, through put and call options, to require our co-investors to exchange their interests for shares of our common stock at a stated price after a defined period (generally five years from the date they first invested in the entity’s real property), the occurrence of a specified event or a combination thereof. The Company is a limited partner in four partnerships and one limited liability corporation that purchase and leaseback model homes from homebuilders.

MARKET AND BUSINESS STRATEGY

The Company invests in a diverse multi-tenant portfolio of real estate assets. Beginning in 2015, we began to focus our commercial portfolio primarily on office and industrial properties (“Office/Industrial Properties”) and model homes (“Model Home Properties”), and have been managing the portfolio to transition out of retail properties. Our commercial properties are currently located in Southern California, Colorado and North Dakota. Our commercial property tenant base is highly diversified and consists of approximately 223 individual commercial tenants with an average remaining lease term of approximately 1.1 years as of December 31, 2018. As of December 31, 2018, one commercial tenant represented more than 5.0% of our annualized base rent, while our ten largest tenants represented approximately 28.3% of our annualized base rent. In addition, our commercial property tenant base has limited exposure to any single industry.

Our main objective is to maximize long-term stockholder value through the acquisition, management, leasing and selective redevelopment of high-quality office and industrial properties. We focus on regionally dominant markets across the United States which we believe have attractive growth dynamics driven in part by important economic factors such as strong office-using employment growth; net in-migration of a highly educated workforce; a large student population; the stability provided by healthcare systems, government or other large institutional employer presence; low rates of unemployment; and lower cost of living versus gateway markets. We seek to maximize returns through investments in markets with limited supply, high barriers to entry, and stable and growing employment drivers. Our model home portfolio supports the objective of maximizing stockholder value by focusing on purchasing new single-family model homes and leasing them back to experienced homebuilders. We operate the model home portfolio in markets where we can diversify by geography, builder size, and model home purchase price.

RECENT DEVELOPMENTS

Significant Transactions in 2018 and 2017

Acquisitions

- We acquired 45 Model Home Properties and leased them back to the homebuilders under triple net leases during the year ended December 31, 2018. The purchase price for the properties was \$17.3 million. The purchase price consisted of cash payments of \$5.2 million and mortgage notes of \$12.1 million.
- We acquired 47 Model Home Properties and leased them back to the homebuilders under triple net leases during the year ended December 31, 2017. The purchase price for the properties was \$17.6 million. The purchase price consisted of cash payments of \$5.9 million and mortgage notes of \$11.7 million.

Dispositions

We review our portfolio of investment properties for value appreciation potential on an ongoing basis, and dispose of any properties that no longer satisfy our requirements in this regard, taking into account tax and other considerations. The proceeds from any such property sale, after repayment of any associated mortgage, are available for investing in properties that we believe will have a greater likelihood of future price appreciation. We disposed of the following properties during the years ended December 31, 2018 and 2017:

- In December 2018, we sold the following:
 - Port of San Diego Complex for approximately \$24.8 million and recognized a gain of approximately \$10.0 million.
 - Yucca Valley Retail Center for approximately \$7.8 million and recognized a gain of approximately \$1.4 million.
 - Pacific Oaks Plaza for approximately \$3.9 million and recognized a loss of approximately \$232,000.
- During the year ended December 31, 2018, we disposed of 33 model homes for approximately \$12.6 million and recognized a gain of approximately \$988,000.
- In April 2017, we sold the Shoreline Medical Building for approximately \$8.2 million and recognized a gain of approximately \$1.3 million.
- In March 2017, we sold the Regatta Square Retail Center for approximately \$3.0 million and recognized a gain of approximately \$756,000.
- In February 2017, we sold the Rangewood Medical Building for approximately \$2.2 million and recognized a loss of approximately \$170,000.
- During the year ended December 31, 2017, we disposed of 23 model homes for approximately \$9.8 million and recognized a gain of approximately \$735,000.

Model Home Properties

Our Model Home properties are located in 10 states throughout the United States. As of December 31, 2018, we owned 144 model homes with a net book value of approximately \$48.8 million.

NetREIT Dubose Model Home REIT, Inc. ("**NetREIT Dubose**") is engaged in the business of acquiring model homes from third party homebuilders in sale-leaseback transactions whereby a homebuilder sells the Model Home to NetREIT Dubose and leases back the Model Home under a triple net lease ("**NNN**") for use in marketing its residential development. Our Model Home business was started in March 2010 through the acquisition of certain assets and rights from Dubose Model Homes USA. Subsequent to its formation, NetREIT Dubose raised \$10.6 million pursuant to a private placement of its common stock (the private placement terminated on December 31, 2013). As of December 31, 2018, the Company has a net investment of \$1.2 million in NetREIT Dubose through the purchase of common stock. We owned approximately 27.2% of NetREIT Dubose as of December 31, 2018.

We operate four limited partnerships in connection with NetREIT Dubose, Dubose Model Home Investors #202, LP ("**DMHI #202**"), Dubose Model Home Investors #203, LP ("**DMHI #203**"), Dubose Model Home Investors #204, LP ("**DMHI #204**") and NetREIT Dubose Model Home REIT, LP. The limited partnerships typically raise private equity to invest in Model Home Properties and lease them back to the homebuilders. As of December 31, 2018 the Company owned:

- 10.3% of DMHI #202. The partnership raised \$2.9 million, including our investment. This partnership was formed to raise up to \$5.0 million through the sale of units.
- 2.3% of DMHI #203. The partnership raised \$2.2 million, including our investment. This partnership was formed to raise up to \$5.0 million through the sale of units.
- 3.6% of DMHI #204. The partnership raised \$2.8 million, including our investment. This partnership was formed to raise up to \$5.0 million through the sale of units.
- 100% of NetREIT Model Homes, LLC.

NetREIT Dubose owned 100 % of NetREIT Dubose Model Home REIT LP.

We provide management services to our limited partnerships through NetREIT Advisors, LLC ("**NetREIT Advisors**") and Dubose Advisors LLC ("**Dubose Advisors**"). These entities are 100% owned subsidiaries and are referred to collectively as the ("**Advisors**"). For their services, each of the Advisors receives ongoing management fees, acquisition fees and has the right to receive certain other fees when a partnership sells or otherwise disposes of a Model Home. NetREIT Advisors manages NetREIT Dubose and NetREIT Model Homes, LLC and Dubose Advisors manages DMHI #202, DMHI #203 and DMHI #204.

Use of Leverage

The Company's 16,900 shares of Series B Preferred Stock are mandatorily redeemable by the Company on August 1, 2019 ("Mandatory Redemption Date") for \$16.9 million in cash plus any accrued and unpaid interest. As of December 31, 2018 the Company did not have sufficient cash on hand and is not expected to generate enough cash to redeem such shares. It is management's intent to obtain additional borrowing under secured or unsecured indebtedness, sell properties, or reduce the rate of distributions to the stockholders in order to obtain proceeds sufficient to settle this obligation. Under the terms of our Series B Preferred Stock financing, if there is an event of default, the investor may exercise various remedies, including a change of control via replacing a majority of the Board of Directors. If we fail to comply with the payment obligations, then we may trigger an event of default. The terms of our Series B Preferred Stock financing ("Investor Agreement") provide that, upon the occurrence of an event of default (including a failure to comply with payment obligations), the investor will have the right to take the unilateral action to, or cause the Company to, among other things:

- Replace property managers and leasing agents;
- Following 180 days after the Mandatory Redemption Date, sell any property of the Company, except as otherwise required under applicable law;
- Implement all major decisions listed above and in the Investor Agreement, except as otherwise required under applicable law;
- Refinance, repay or prepay any senior loans of the Company;
- Cure any default under any senior loans of the Company; and
- Effect a change in control by replacing six individuals to serve as members of the Board of Directors of the Company.

The ability of our investor to replace a majority of our Board of Directors upon an event of default would give control of the Company to the investor. Such a change of control, or the exercise of other rights upon an event of default, could result in a material adverse effect on us, including our business, results of operations and financial condition.

We have \$9.9 million of mortgage notes payable maturing in 2019 related to the model home properties. We plan to refinance a significant portion of the mortgage notes payable or sell the model home properties to repay the mortgage notes payable.

Our short term liquidity needs include satisfying the debt service requirements of our existing mortgages. If our cash flow from operating activities is not sufficient to fund our short term liquidity needs, we will fund a portion of these needs from additional borrowings of secured or unsecured indebtedness, from real estate sales, or we will reduce the rate of distribution to the stockholders.

We use mortgage loans secured by our individual properties in order to maximize the return for our stockholders. Typically these loans are for terms ranging from five to ten years. Currently, the majority of our mortgage loans are structured as non-recourse to us with limited exceptions that would cause a recourse event only upon occurrence of certain fraud, misconduct, environmental, or bankruptcy events. Non-recourse financing limits our exposure to the amount of equity invested in each property pledged as collateral thereby protecting the equity in our other assets. We can provide no assurance that the non-recourse financing will be available to us in the future on terms that are acceptable to us, or at all and there may be circumstances where lenders have recourse to our other assets. To a lesser extent, we use recourse financing or a cross collateral pledge of certain properties. At December 31, 2018, \$38.7 million of our total debt of \$151.1 million was recourse to the Company of which \$32.7 million relates to the model homes properties.

We have used both fixed and variable interest rate debt to finance our properties. Wherever possible, we prefer to obtain fixed rate mortgage financing as it provides better cost predictability. As of December 31, 2018, we have one mortgage loan which includes variable interest rate provisions.

PROPERTY MANAGEMENT

The Company, through its wholly owned subsidiary, NTR Property Management, Inc., is the primary property manager for all of its properties. The Company subcontracts with third party property management companies in Colorado and North Dakota to render on-site management services.

COMPETITION

We compete with a number of other real estate investors, many of whom own similar properties in the same geographical markets. Competitors include other REITs, pension funds, insurance companies, investment funds and companies, partnerships and developers. Many of these competitors have substantially greater financial resources than we do and may be able to accept more risk than we can prudently manage, including risks with respect to the creditworthiness of a tenant or the geographic location of its investments. In addition, many of these competitors have capital structures that allow them to make investments at higher prices than what we can prudently offer while still generating a return to their investors that is commensurate with the return we are seeking to provide our investors. 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 potential tenants and we may be pressured to reduce our rental rates below those we currently charge 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. The concentration of our commercial properties in Colorado and North Dakota makes us susceptible to local market conditions in these areas.

To be successful, we must be able to continue to respond quickly and effectively to changes in local and regional economic conditions by adjusting rental rates of our properties as appropriate. If we are unable to respond quickly and effectively, our financial condition, results of operations, cash flow, and ability to satisfy our debt service obligations and pay dividends may be adversely affected.

REGULATION

Our management continually reviews our investment activity and monitors the proportion of our portfolio that is placed in various investments in order to prevent us from coming within the application of the Investment Company Act of 1940, as amended (the "Investment Company Act"). If at any time the character of our investments could cause us to be deemed an investment company for purposes of the Investment Company Act, we would be required to comply with the operating restrictions of the Investment Company Act, which are generally inconsistent with our normal operations. As such, we work to ensure that we are not deemed to be an "investment company."

Various environmental laws govern certain aspects of the ongoing operation of our properties. Such environmental laws include those regulating the existence of asbestos-containing materials in buildings, management of surfaces with lead-based paint (and notices to tenants about the lead-based paint) and waste-management activities. Our failure to comply with such requirements could subject us to government enforcement action and/or claims for damages by a private party.

To date, we have not experienced a noticeable effect on our capital expenditures, earnings, or competitive position as a result of a lack of compliance with federal, state and local environmental protection regulations. All of our proposed acquisitions are inspected prior to such acquisition. These inspections are conducted by qualified environmental consultants, and we review in detail their reports prior to our acquisition of any property. Nevertheless, it is possible that our environmental assessments will not reveal all environmental liabilities, or that some material environmental liabilities exist of which we are unaware. In some cases, we may be required to abandon otherwise economically attractive acquisitions because the costs of removal or control of hazardous materials are considered to be prohibitive or we are unwilling to accept the potential risks involved. We do not believe we will be required to engage in any large-scale abatement at any of our current properties. We believe that through professional environmental inspections and testing for asbestos, lead paint and other hazardous materials, coupled with a relatively conservative posture toward accepting known environmental risk, we minimize our exposure to potential liability associated with environmental hazards.

We are unaware of any environmental hazards at any of our current properties that, individually or in the aggregate, may have a material adverse impact on our operations or financial position. We have not been notified by any governmental authority, and we are not otherwise aware of any material non-compliance, liability, or claim relating to environmental liabilities in connection with any of our properties. We do not believe that the cost of continued compliance with applicable environmental laws and regulations will have a material adverse effect on us, our financial condition or our results of operations. Future environmental laws, regulations, or ordinances, however, may require additional remediation of existing conditions that are not currently actionable. Also, if more stringent requirements are imposed on us in the future, the costs of compliance could have a material adverse effect on us and our financial condition.

LEGAL PROCEEDINGS

We are subject to various legal proceedings and claims that arise in the ordinary course of business. While the resolution of these matters cannot be predicted with certainty, management believes the final outcome of such matters will not have a material adverse effect on our financial position, results of operation or liquidity.

MANAGEMENT OF THE COMPANY

Our Management

We refer to our executive officers and any directors who are affiliated with them as our “*Management*”. Our Management is currently comprised of:

- Jack K. Heilbron, Chairman of the Board, Chief Executive Officer and President of the Company, President and Director of NetREIT Dubose, and President of NetREIT Advisors;
- Adam Sragovicz, Chief Financial Officer of the Company and Dubose Advisors;
- Larry G. Dubose, Director of the Company, CFO and Director of NetREIT Dubose, and CEO of Dubose Advisors and NetREIT Advisors; and
- Gary M. Katz, Senior Vice President, Asset Management of the Company;

Mr. Heilbron has overall responsibility for the day-to-day activities of the Company. Mr. Sragovicz oversees financial matters including financial reporting, budgeting, forecasting, funding activities, tax and insurance. Mr. Dubose is responsible for managing the day-to-day activities of the Dubose Advisors and NetREIT Advisors and the model homes division. Mr. Heilbron and Mr. Katz are responsible for recommending all Company property acquisitions and dispositions.

Our Board of Directors

Our Management is subject to the direction and supervision of our board of directors (our “*Board*”). Among other things, our Board must approve each real property acquisition our Management proposes. There are 8 directors comprising our Board, five of whom are independent directors (“*Independent Directors*”). Three of our directors, Mr. Heilbron, Mr. Elsberry and Mr. Dubose are not independent directors.

OUR REIT STATUS

We elected to be taxed as a REIT for federal income tax purposes commencing with our taxable year ended December 31, 2000. To continue to be taxed as a REIT, we must satisfy numerous organizational and operational requirements, including a requirement that we distribute at least 90% of our REIT taxable income to our stockholders, as defined in the Internal Revenue Code (“the code”) and calculated on an annual basis. As a REIT, we are generally not subject to federal income tax on income that we distribute to our stockholders. If we fail to qualify for taxation as a REIT in any year, our income will be taxed at regular corporate rates, and we may be precluded from qualifying for treatment as a REIT for the four-year period following our failure to qualify. Even though we qualify as a REIT for federal income tax purposes, we may still be subject to state and local taxes on our income and property and to federal income and excise taxes on our undistributed income. For more information, please see “U.S. Federal Income Tax Considerations.”

OFFICE AND EMPLOYEES

Our office was located in Escondido, California through February 2019. In March 2019, we relocated our office to approximately 9,224 square feet of space in San Diego, CA.

As of December 31, 2018, we had a total of 24 full-time and one part-time employees.

AVAILABLE INFORMATION

Access to copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, and other filings with the SEC, including amendments to such filings are available via a link to <http://www.sec.gov> or on our website at www.presidiopt.com as soon as reasonably practicable after such materials are electronically filed with the SEC. They are also available for printing by any stockholder upon request.

Our office is located at 4995 Murphy Canyon Road, Suite 300, San Diego, CA 92123. Our telephone number is 866-781-7721. Our e-mail address is info@presidiopt.com or you may visit our website at www.presidiopt.com.

Item 1A. RISK FACTORS

Risks Related to our Business, Properties and Operations

We face numerous risks associated with the real estate industry that could adversely affect our results of operations through decreased revenues or increased costs.

As a real estate company, we are subject to various changes in real estate conditions, and any negative trends in such real estate conditions may adversely affect our results of operations through decreased revenues or increased costs. These conditions include:

- changes in national, regional and local economic conditions, which may be negatively impacted by concerns about inflation, deflation, government deficits, unemployment rates, decreased consumer confidence and liquidity concerns, particularly in markets in which we have a high concentration of properties;
- fluctuations in interest rates, which could adversely affect our ability to obtain financing on favorable terms or at all, and negatively impact the value of properties and the ability of prospective buyers to obtain financing for properties we intend to sell;
- the inability of tenants to pay rent;
- the existence and quality of the competition, such as the attractiveness of our properties as compared to our competitors' properties based on considerations such as convenience of location, rental rates, amenities and safety record;
- competition from other real estate investors with significant capital, including other real estate operating companies, publicly traded REITs and institutional investment funds;
- increased operating costs, including increased real property taxes, maintenance, insurance and utilities costs;
- weather conditions that may increase or decrease energy costs and other weather-related expenses;
- oversupply of commercial space or a reduction in demand for real estate in the markets in which our properties are located;
- changes in, or increased costs of compliance with, laws and/or governmental regulations, including those governing usage, zoning, the environment and taxes (including reductions in the deductibility of mortgage interest and real estate taxes); and
- civil unrest, acts of war, terrorist attacks and natural disasters, including earthquakes, wind and hail damage and floods, which may result in uninsured and underinsured losses.

Moreover, other factors may adversely affect our results of operations, including potential liability under environmental and other laws and other unforeseen events, many of which are discussed elsewhere in the following risk factors. Any or all of these factors could materially adversely affect our results of operations through decreased revenues or increased costs.

Conditions in the financial markets could affect our ability to obtain financing on reasonable terms and have other adverse effects on our operations.

The financial markets could tighten with respect to secured real estate financing. Lenders with whom we typically deal may increase their credit spreads resulting in an increase in borrowing costs. Higher costs of mortgage financing may result in lower yields from our real estate investments, which may reduce our cash flow available for distribution to our stockholders. Reduced cash flow could also diminish our ability to purchase additional properties and thus decrease our diversification of real estate ownership.

Disruptions in the financial markets and uncertain economic conditions could adversely affect the value of our real estate investments.

Disruptions in the financial markets could adversely affect the value of our real estate investments. Such conditions could impact commercial real estate fundamentals and result in lower occupancy, lower rental rates, and declining values in our real estate portfolio and in the collateral securing our loan investments. As a result, the value of our property investments could decrease below the amounts paid for such investments, the value of collateral securing our loan investments could decrease below the outstanding principal amounts of such loans, and revenues from our properties could decrease due to fewer tenants or lower rental rates. These factors would significantly harm our revenues, results of operations, financial condition, business prospects and our ability to make distributions to our stockholders.

A decrease in real estate values could negatively affect our ability to refinance our properties and our existing mortgage obligations.

A decrease in real estate values would decrease the principal amount of secured loans we can obtain on a specific property and our ability to refinance our existing mortgage loans. In some circumstances, a decrease in the value of an existing property which secures a mortgage loan may require us to prepay or post additional security for that mortgage loan. This would occur where the lender's initial appraised value of the property decreases below the value required to maintain a loan-to-value ratio specified in the mortgage loan agreement. Thus, any sustained period of depressions in real estate prices would likely adversely affect our ability to finance our real estate investments.

We may be adversely affected by unfavorable economic changes in the geographic areas where our properties are located.

Adverse economic conditions in the areas where the properties securing or otherwise underlying our investments are located (including business layoffs or downsizing, industry slowdowns, changing demographics and other factors) and local real estate conditions (such as oversupply or reduced demand) may have an adverse effect on the value of the properties underlying our investments. The deterioration of any of these local conditions could hinder our ability to profitably operate a property and adversely affect the price and terms of a sale or other disposition of the property.

Competition for properties could negatively impact our profitability.

In acquiring real properties, we experience substantial competition from other investors, including other REITs and real estate investment programs. Many of these competitors are larger than we are and have access to greater financial resources. In addition, some of our competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments. Because of this competition, we may be limited in our ability to take advantage of attractive investment opportunities that are consistent with our objectives. Our inability to acquire the most desirable properties on favorable terms could adversely affect our financial condition, our operations and our ability to pay dividends.

We are subject to risks that affect the general retail environment, such as weakness in the economy, the level of consumer spending, the adverse financial condition of large retailing companies and competition from discount and internet retailers, any of which could adversely affect market rents for retail space and the willingness or ability of retailers to lease space in our shopping centers.

A portion of our properties are in the retail real estate market. This means that we are subject to factors that affect the retail sector generally, as well as the market for retail space. The retail environment and the market for retail space have previously been, and could again be, adversely affected by weakness in the national, regional and local economies, the level of consumer spending and consumer confidence, the adverse financial condition of some large retailing companies, the ongoing consolidation in the retail sector, the excess amount of retail space in a number of markets and increasing competition from discount retailers, outlet malls, internet retailers (including Amazon.com) and other online businesses. Increases in consumer spending via the internet may significantly affect our retail tenants' ability to generate sales in their stores and could affect the way future tenants lease space. In addition, some of our retail tenants face competition from the expanding market for digital content and hardware. New and enhanced technologies, including new digital technologies and new web services technologies, may increase competition for certain of our retail tenants. While we devote considerable effort and resources to analyze and respond to tenant trends, preferences and consumer spending patterns, we cannot predict with certainty what future tenants will want, what future retail spaces will look like and how much revenue will be generated at traditional "brick and mortar" locations. If we are unable to anticipate and respond promptly to trends in the market, our occupancy levels and rental amounts may decline.

Any of the foregoing factors could adversely affect the financial condition of our retail tenants and the willingness of retailers to lease space in our shopping centers. In turn, these conditions could negatively affect market rents for retail space and could materially and adversely affect our financial condition, results of operations, cash flow and our ability to satisfy our debt service obligations and to pay distributions to the Company's stockholders.

Our inability to sell a property at the time and on the terms we desire could limit our ability to realize a gain on our investments and pay distributions to our stockholders.

Generally, we seek to sell, exchange or otherwise dispose of our properties when we determine such action to be in our best interests. Many factors beyond our control affect the real estate market and could affect our ability to sell properties for the price, on the terms or within the time frame that we desire. These factors include general economic conditions, the availability of financing, interest rates, supply and demand, and tax considerations. Because real estate investments are relatively illiquid, we have a limited ability to vary our portfolio in response to changes in economic or other conditions. Therefore, our inability to sell properties at the time and on the terms we want could reduce our cash flow and limit our ability to make distributions to our stockholders.

Lease default or termination by one of our major tenants could adversely impact our operations and our ability to pay dividends.

The success of our real estate investments depend on the financial stability of our tenants. A default or termination by a significant tenant on its lease payments could cause us to lose the revenue associated with such lease and seek an alternative source of revenue to meet mortgage payments and prevent a foreclosure, if the property is subject to a mortgage. In the event of a significant tenant default or bankruptcy, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment. Additionally, we may be unable to lease the property for the rent previously received or sell the property without incurring a loss. These events could cause us to reduce the amount of distributions to our stockholders.

A property that incurs a vacancy could be difficult to sell or re-lease and could have a material adverse effect on our operations.

We expect our properties to periodically incur vacancies by reason of lease expirations, terminations, or tenant defaults. If a tenant vacates a property, we may be unable to re-lease the property without incurring additional expenditures, or at all. If the vacancy continues for a long period of time, if the rental rates upon such re-lease are significantly lower than expected, or if our reserves for these purposes prove inadequate, we will experience a reduction in net income and may be required to reduce or eliminate distributions to our stockholders. In addition, because a property's market value depends principally upon the value of the leases associated with that property, the resale value of a property with high or prolonged vacancies could suffer, which could further reduce our returns.

We may incur substantial costs in improving our properties.

In order to re-lease a property, substantial renovations or remodeling could be required. For instance, we expect that some of our properties will be designed for use by a particular tenant or business. Upon default or termination of the lease by such a tenant, the property might not be marketable without substantial capital improvements. The cost of construction in connection with any renovations and the time it takes to complete such renovations may be affected by factors beyond our control, including material and labor shortages, subcontractor defaults and delays, weather conditions, and changes in federal, state and local laws. If we experience cost overruns resulting from delays or other causes in any construction project, we may have to seek additional debt financing. Further, delays in construction will cause a delay in our receipt of revenues from that property and could adversely affect our ability to meet our debt service obligations.

Uninsured losses may adversely affect returns to our stockholders.

Our policy is to obtain insurance coverage for each of our properties covering loss from liability, fire, and casualty in the amounts and under the terms we deem sufficient to insure our losses. Under tenant leases on our commercial and retail properties, we require our tenants to obtain insurance to cover casualty losses and general liability in amounts and under terms customarily obtained for similar properties in the area. However, in certain areas, insurance to cover some losses, generally losses of a catastrophic nature such as earthquakes, floods, wind, hail, terrorism and wars, is either unavailable or cannot be obtained at a reasonable cost. Consequently, we may not have adequate coverage for such losses. If any of our properties incurs a casualty loss that is not fully insured, we could lose some or all of our investment in the property. In addition, other than any working capital reserve or other reserves we may establish, we likely would have no source of funding to repair or reconstruct any uninsured property.

Because we are not required to maintain specific levels of cash reserves, we may have difficulty in the event of increased or unanticipated expenses.

We do not currently have, nor do we anticipate that we will establish in the future, a permanent reserve for maintenance and repairs, lease commissions, or tenant improvements of real estate properties. To the extent that existing expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, we would be required to obtain additional funds through borrowing or the sale of property. There can be no guarantee that such additional funds will be available on favorable terms, or at all.

We may have to extend credit to buyers of our properties and a default by such buyers could have a material adverse effect on our operations and our ability to pay dividends.

In order to sell a property, we may lend the buyer all or a portion of the purchase price. When we provide financing to a purchaser, we bear the risk that the purchaser may default or that we may not receive full payment for the property sold. Even in the absence of a purchaser default, the distribution of the proceeds of the sale to our stockholders, or the reinvestment of the proceeds in other assets, will be delayed until the promissory note or other property we may accept upon a sale are actually paid, sold, refinanced or otherwise disposed.

We may acquire properties in joint ventures, partnerships or through limited liability companies, which could limit our ability to control or liquidate such holdings.

We may hold our investments indirectly with others as co-owners (a co-tenancy interest) or indirectly through an intermediary entity such as a joint venture, partnership or limited liability company. Also, we may on occasion purchase an interest in a long-term leasehold estate or we may enter into a sale-leaseback financing transaction (see risk factor titled “In a sale-leaseback transaction, we are at risk that our seller/lessee will default, which could impair our operations and limit our ability to pay dividends.”). Such ownership structures allow us to hold a more valuable property with a smaller investment, but also reduce our ability to control such properties. In addition, if our co-owner in such arrangements experiences financial difficulties or is otherwise unable or unwilling to fulfill its obligations, we may be forced to find a new partner on less favorable terms or lose our interest in such property if no partner can be found.

As a general partner in DownREIT partnerships, we could be responsible for all liabilities of such partnership.

We own two of our properties indirectly through limited partnerships under a DownREIT structure. In a DownREIT structure, as well as some joint ventures or other investments we may make, we will employ a limited partnership as the holder of our real estate investment. We currently own a portion of the interest in such investment as a general partner and in the future will likely acquire all or a greater portion of this interest as a general partner. As a general partner, we would be potentially liable for all of the liabilities of the partnership, even if we do not have rights of management or control over its operation. Therefore, our liability could far exceed the amount or value of investment we initially made, or then had, in the partnership.

Our ability to operate a property may be limited by contract, which could prevent us from obtaining the maximum value from such properties.

Some of our properties will likely be contiguous to other parcels of real property, for example, comprising part of the same shopping center development. In some cases, there could exist significant covenants, conditions and restrictions, known as CC&Rs, relating to such property and any improvements or easements related to that property. The CC&Rs would restrict our operation of that property which could adversely affect our operating costs and reduce the amount of funds that we have available to pay dividends.

We may acquire properties “as is,” which increases the risk that we will have to remedy defects or costs without recourse to the prior owner.

We may acquire real estate properties “as is,” with only limited representations and warranties from the property seller regarding matters affecting the condition, use and ownership of the property. If defects in the property or other matters adversely affecting the property are discovered, we may not be able to pursue a claim for any or all damage against the seller. Therefore we could lose some or all of our invested capital in the property as well as rental income. Such a situation could negatively affect our results of operations.

In a sale-leaseback transaction, we are at risk that our seller/lessee will default, which could impair our operations and limit our ability to pay dividends.

In our model homes business we lease the Model Home Properties back to the seller for a certain period of time.

If the seller/lessee subleases space to its tenants, the seller/lessee’s ability to meet any mortgage payments and its rental obligations to us may be subject to its subtenants’ ability to pay their rent on a timely basis. A default by the seller/lessee or other premature termination of its leaseback agreement with us and our subsequent inability to release the property could cause us to suffer losses and adversely affect our financial condition and ability to pay dividends.

A significant percentage of our properties are concentrated in a small number of states, which exposes our business to the effects of certain regional events and occurrences.

Our commercial properties are currently located in Southern California, Colorado and North Dakota, and although our model home portfolio consists of properties currently located in 10 states, a significant concentration of our Model Home Properties are located in three states. Specifically, as of December 31, 2018, approximately 90% of our model homes were located in Texas, Florida and Pennsylvania with approximately 61% located in Texas. This concentration of properties in a limited number of markets may expose us to risks of adverse economic developments that are greater than if our portfolio were more geographically diverse. These economic developments include regional economic downturns and potentially higher local property, sales and income taxes in the geographic markets in which we are concentrated. In addition, our properties are subject to the effects of adverse acts of nature, such as winter storms, hurricanes, hail storms, strong winds, earthquakes and tornadoes, which may cause damage, such as flooding, to our properties. Additionally, we cannot assure you that the amount of hurricane, windstorm, earthquake, flood or other casualty insurance we maintain would entirely cover damages caused by any such event, or in the case of our model homes portfolio, that the insurance maintained by our tenants would entirely cover damages caused by any such event.

As a result of our geographic concentration of properties, we will face a greater risk of a negative impact on our revenues in the event these areas are more severely impacted by adverse economic and competitive conditions and extreme weather than other areas in the United States.

We may be required under applicable accounting procedures and standards to make impairment charges against one or more of our properties.

Under current accounting standards, requirements, and procedures, we are required to periodically evaluate our real estate investments for impairment based on a number of indicators. Impairment indicators include real estate markets, leasing rates, occupancy levels, mortgage loan status, and other factors which directly or indirectly affect the value of a particular property. For example, a tenant's default under a lease, the upcoming termination of a long-term lease, the pending maturity of a mortgage loan secured by a property, and the unavailability of replacement financing are all impairment indicators. The presence of any of these indicators may require us to make a material impairment charge against the property so affected. If we determine an impairment has occurred, we are required to make an adjustment to the net carrying value of the property which could have a material adverse effect on our results of operations and financial condition for the period in which the impairment charge is recorded.

Discovery of toxic mold on our properties may adversely affect our results of operation.

Litigation and concern about indoor exposure to certain types of toxic molds have been increasing as the public becomes aware that exposure to mold can cause a variety of health effects and symptoms, including allergic reactions. Toxic molds can be found almost anywhere; when excessive moisture accumulates in buildings or on building materials, mold growth will often occur, particularly if the moisture problem remains undiscovered or unaddressed. We attempt to acquire properties where there is no toxic mold or where there has not been any proceeding or litigation with respect to the presence of toxic mold. However, we cannot provide assurances that toxic mold will not exist on any of our properties at acquisition or will not subsequently develop. The presence of significant mold at any of our properties could require us to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, the presence of significant mold could expose us to liability from our tenants, employees of our tenants, and others if property damage or health concerns arise.

Our long-term growth may depend on obtaining additional equity capital.

In the past we relied on cash from the sale of our equity securities to fund the implementation of our business plan, including property acquisitions, building our staff and internal management and administrative capabilities. We terminated our Series A Common Stock private placement on December 31, 2011 and closed on a Preferred Stock financing in August 2014. Our continued ability to fund real estate investments, our operations, and payment of regular dividends to our stockholders will likely be dependent upon our obtaining additional capital through the additional sales of our equity and/or debt securities. Without additional capital, we may not be able to grow our asset base to a size that is sufficient to support our planned growth, current operations, or to pay dividends to our stockholders at the levels required to maintain our REIT status (see risk factor titled "We may be forced to borrow funds on a short-term basis, to sell assets or to issue securities to meet the REIT minimum distribution or other requirements or for working capital purposes."). There is no assurance as to when and under what terms we could successfully obtain additional funding through the sale of our equity and/or debt securities. Our access to additional equity or debt capital depends on a number of factors, including general market conditions, the market's perception of our growth potential, our expected future earnings, and our debt levels.

We currently are wholly dependent on internal cash from our operations and financing to fund future property acquisitions, meet our operational costs and pay distributions to our stockholders.

To the extent the cash we receive from our real estate investments, Preferred Stock financing, and debt financing of encumbered properties is not sufficient to pay our costs of operations, our acquisition of additional properties, or our payment of dividends to our stockholders, we would be required to seek capital through additional measures. In addition, our debt requires that we generate significant cash flow to satisfy the payment and other obligations under the terms of our debt. We may incur additional debt or issue additional preferred and common stock for various purposes, including, without limitation, to fund future acquisitions and operational needs. Other measures of seeking capital could include decreasing our operational costs through reductions in personnel or facilities, reducing or suspending our acquisition of real estate, and reducing or suspending dividends to our stockholders.

Reducing or suspending our property acquisition program would prevent us from fully implementing our business plan and reaching our investment objectives. Reducing or suspending the payment of dividends to our stockholders would decrease our stockholders' return on their investment and possibly prevent us from satisfying the minimum distribution or other requirements of the REIT provisions (see risk factor titled "We may be forced to borrow funds on a short-term basis, to sell assets or to issue securities to meet the REIT minimum distribution requirement or for working capital purposes."). Any of these measures would likely have a substantial adverse effect on our financial condition, the value of our common stock, and our ability to raise additional capital.

There can be no assurance that dividends will be paid or increase over time.

There are many factors that can affect the availability and timing of cash dividends to our stockholders. Dividends will be based principally on cash available from our real estate investments. The amount of cash available for dividends will be affected by many factors, such as our ability to acquire profitable real estate investments and successfully manage our real estate properties and our operating expenses. We can provide no assurance that we will be able to pay or maintain dividends or that dividends will increase over time.

If we are unable to find suitable investments, we may not be able to achieve our investment objectives or pay dividends.

Our ability to achieve our investment objectives and to pay regular dividends is dependent upon our acquisition of suitable property investments and obtaining satisfactory financing arrangements. We cannot be sure that our management will be successful in finding suitable properties on financially attractive terms. If our management is unable to find such investments, we will hold the proceeds available for investment in an interest-bearing account or invest the proceeds in short-term, investment-grade investments. Holding such short-term investments will prevent us from making the long-term investments necessary to generate operating income to pay dividends. As a result, we will need to raise additional capital to continue to pay dividends until such time as suitable property investments become available (see risk factor titled “We may be forced to borrow funds on a short-term basis, to sell assets or to issue securities to meet the REIT minimum distribution or other requirements or for working capital purposes.”). In the event that we are unable to do so, our ability to pay dividends to our stockholders will be adversely affected.

We depend on key personnel, and the loss of such persons could impair our ability to achieve our business objectives.

Our success substantially depends upon the continued contributions of certain key personnel in evaluating and consummating our investments, selecting tenants and determining financing arrangements. Our key personnel include Jack K. Heilbron and Larry G. Dubose, each of whom would be difficult to replace. If either of these individuals or any of the other members of our management team were to cease their association with us, the implementation of our investment strategies could be delayed or hindered, and our operating results could suffer.

We also believe that our future success depends, in large part, upon our ability to hire and retain skilled and experienced managerial, operational and marketing personnel. Competition for skilled and experienced professionals is intense, and we cannot assure our stockholders that we will be successful in attracting and retaining such persons.

We may change our investment and business policies without stockholder consent, and such changes could increase our exposure to operational risks.

Our Board of Directors may change our investment and business policies, including our policies with respect to investments, acquisitions, growth, operations, indebtedness, capitalization and distributions, at any time without the consent of our stockholders. Although our independent directors review our investment policies at least annually to determine that the policies we are following are in the best interests of our company and stockholders, a change in such policies could result in our making investments different from, and possibly riskier than, investments made in the past. A change in our investment policies may, among other things, increase our exposure to interest rate risk, default risk and real estate market fluctuations, all of which could materially affect our ability to achieve our investment objectives.

If we failed to comply with applicable exemption requirements in connection with our private placement offerings, we may be liable for damages to certain of our stockholders.

We have conducted multiple private placement offerings in reliance upon the private placement exemptions from registration under Section 4(a)(2) and Rule 506 of Regulation D under the Securities Act of 1933, amended (the “Securities Act”), and various exemptions from registration under applicable state securities laws. Many requirements and conditions of these exemptions are subject to factual circumstances and subjective interpretation. There is no assurance that the Securities and Exchange Commission (“SEC”), any state securities law administrator, or a trier of fact in a court or arbitration proceeding would not determine that we failed to meet one or more of these requirements. In the event that we are found to have sold our securities without an applicable exemption from registration, we could be liable to the purchasers of our securities in that offering for rescission and possibly monetary damages. If a number of investors were successful in seeking one or more of these remedies, we could face severe financial demands that would adversely affect our business and financial condition.

Further, under applicable laws and regulations, our multiple offerings could be combined (or integrated) and treated as a single offering for federal and state securities law purposes. While we have structured each of our offerings individually so that if they are combined they would meet exemption requirements, the law related to integrated offerings remains somewhat unclear and has not been fully defined by the SEC or the courts. Thus, there is uncertainty as to our burden of proving that we have correctly relied on one or more of these private placement exemptions.

If we are deemed to be an investment company under the Investment Company Act, our stockholders’ investment return may be reduced.

We are not registered as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”), based on exceptions we believe are available to us. If we were obligated to register as an investment company, we would have to comply with a variety of substantive requirements under the Investment Company Act that impose, among other things, limitations on capital structure, restrictions on specified investments, prohibitions on transactions with affiliates, and compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly increase our operating expenses.

Provisions of Maryland law may limit the ability of a third party to acquire control of us by requiring our Board of Directors or stockholders to approve proposals to acquire our company or effect a change in control.

Certain provisions of the Maryland General Corporation Law (the “MGCL”) may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change in control under circumstances that otherwise could provide our stockholders with the opportunity to realize a premium over the then-prevailing market price of their shares of common stock, including:

- “business combination” provisions that, subject to certain exceptions and limitations, prohibit certain business combinations between a Maryland corporation and an “interested stockholder” (defined generally as any person who beneficially owns 10% or more of the voting power of our outstanding voting stock or an affiliate or associate of ours who, at any time within the two-year period immediately prior to the date in question, was the beneficial owner of 10% or more of the voting power of our then outstanding shares of stock) or an affiliate of any interested stockholder for five years after the most recent date on which the stockholder becomes an interested stockholder, and thereafter imposes two super-majority stockholder voting requirements on these combinations, unless, among other conditions, our 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 of stock; and
- “control share” provisions that provide that, subject to certain exceptions, holders of “control shares” (defined as voting shares that, when aggregated with all other shares controlled by the stockholder, entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a “control share acquisition” (defined as the direct or indirect acquisition of ownership or control of issued and outstanding “control shares”) have no voting rights except to the extent approved by our stockholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding shares owned by the acquirer, by our officers or by our employees who are also directors of our company.

By resolution, our Board of Directors has exempted business combinations between us and any other person, provided that the business combination is first approved by our Board of Directors (including a majority of our directors who are not affiliates or associates of such person). We cannot assure you that our Board of Directors will not amend or repeal this resolution in the future. In addition, pursuant to a provision in our bylaws we have opted out of the control share provisions of the MGCL.

In addition, the “unsolicited takeover” provisions of Title 3, Subtitle 8 of the MGCL permit our Board of Directors, without stockholder approval and regardless of what is provided in our charter or bylaws, to implement certain takeover defenses, including adopting a classified board or increasing the vote required to remove a director. Such takeover defenses may have the effect of inhibiting a third party from making an acquisition proposal for us or of delaying, deferring or preventing a change in control of us under the circumstances that otherwise could provide our common stockholders with the opportunity to realize a premium over the then-current market price.

Our Board of Directors may approve the issuance of stock, including Preferred Stock, with terms that may discourage a third party from acquiring us.

Our charter permits our Board of Directors, without any action by our stockholders, to authorize the issuance of stock in one or more classes or series. Our Board of Directors may also classify or reclassify any unissued Preferred Stock and set or change the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of any such stock, which rights may be superior to those of our common stock. Thus, our Board of Directors could authorize the issuance of shares of a class or series of stock with terms and conditions which could have the effect of discouraging a takeover or other transaction in which holders of some or a majority of our outstanding common stock might receive a premium for their shares over the then current market price of our common stock.

Our rights and the rights of our stockholders to take action against our directors and officers are limited.

Our charter eliminates the liability of our directors and officers to us and our stockholders for money damages to the maximum extent permitted under Maryland law. Under current Maryland law and our charter, our directors and officers will not have any liability to us or our stockholders for money damages other than liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- active and deliberate dishonesty by the director or officer that was established by a final judgment and is material to the cause of action adjudicated.

Our charter authorizes us and our bylaws obligate us to indemnify each of our directors or officers who is or is threatened to be made a party to, or witness in, a proceeding by reason of his or her service in those or certain other capacities, to the maximum extent permitted by Maryland law, 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 status as a present or former director or officer of us or serving in such other capacities. In addition, we may be obligated to pay or reimburse the expenses incurred by our present and former directors and officers without requiring a preliminary determination of their ultimate entitlement to indemnification. As a result, we and our stockholders may have more limited rights to recover money damages from our directors and officers than might otherwise exist absent these provisions in our charter and bylaws or that might exist with other companies, which could limit your recourse in the event of actions that are not in our or your best interests.

Our management faces certain conflicts of interest with respect to their other positions and/or interests outside of our company, which could hinder our ability to implement our business strategy and to generate returns to our stockholders.

We rely on our management, including Mr. Heilbron, for implementation of our investment policies and our day-to-day operations. Although the majority of his business time is spent working for the company, Mr. Heilbron engages in other investment and business activities in which we have no economic interest. His responsibilities to these other entities could result in action or inaction that is detrimental to our business, which could harm the implementation of our business strategy. For instance, he may have conflicts of interest in making investment decisions regarding properties for us as opposed to other entities with similar investment objectives or in determining when to sell properties. Additionally, he may face conflicts of interest in allocating his time among us and his other real estate investment programs or business ventures and in meeting his obligations to us and those other entities. His determinations in these situations may be more favorable to other entities than to us.

Possible future transactions with our management or their affiliates could create a conflict of interest, which could result in actions that are not in the long-term best interest of our stockholders.

Under prescribed circumstances, we may enter into transactions with affiliates of our management, including the borrowing and lending of funds, the purchase and sale of properties and joint investments. Currently, our policy is not to enter into any transaction involving sales or purchases of properties or joint investments with management or their affiliates, or to borrow from or lend money to such persons. However, our policies in each of these regards may change in the future.

We face system security risks as we depend on automated processes and the Internet.

We are increasingly dependent on automated information technology processes. While we attempt to mitigate this risk through offsite backup procedures and contracted data centers that include, in some cases, redundant operations, we could be severely impacted by a catastrophic occurrence, such as a natural disaster or a terrorist attack.

In addition, an increasing portion of our business operations are conducted over the Internet, putting us at risk from cybersecurity attacks, including attempts to gain unauthorized access to our confidential data, viruses, ransomware, and other electronic security breaches. Such cyber-attacks can range from individual attempts to gain unauthorized access to our information technology systems to more sophisticated security threats that could impact day-to-day operations. While we employ a number of measures to prevent, detect and mitigate these threats, there is no guarantee such efforts will be successful at preventing a cyber-attack. Cybersecurity incidents could compromise confidential information of our tenants, employees and vendors and cause system failures and disruptions of operations.

Risks Related to our Indebtedness

We have outstanding indebtedness, which requires that we generate significant cash flow to satisfy the payment and other obligations under the terms of our debt, and exposes us to the risk of default under the terms of our debt.

Our total gross mortgage indebtedness as of December 31, 2018 was approximately \$151.1 million. We also had outstanding, in the aggregate, \$16.9 million of mandatorily redeemable Series B preferred stock. We may incur additional debt for various purposes, including, without limitation, to fund future acquisition and development activities and operational needs.

The terms of our outstanding mortgage indebtedness and Preferred Stock provide for significant principal, interest and dividend payments. Our ability to meet these and other ongoing payment obligations of our debt and Preferred Stock depends on our ability to generate significant cash flow in the future. Our ability to generate cash flow, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors, as well as other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, or that capital will be available to us, in amounts sufficient to enable us to meet our payment obligations under our loan agreements and our outstanding Preferred Stock and to fund our other liquidity needs. If we are not able to generate sufficient cash flow to service these obligations, we may need to refinance or restructure our debt, sell

encumbered assets subject to defeasance or yield maintenance costs (which we may be limited in doing in light of the relatively illiquid nature of our properties), reduce or delay capital investments, or seek to raise additional capital. If we are unable to implement one or more of these alternatives, we may not be able to meet these payment obligations, which could materially and adversely affect our liquidity. Our outstanding indebtedness, and the limitations imposed on us by the agreements that govern our outstanding indebtedness, could have significant adverse consequences, including the following:

- make it more difficult for us to satisfy our obligations;
- limit our ability to obtain additional financing to fund future working capital, capital expenditures and other general corporate requirements, or to carry out other aspects of our business plan;
- limit our ability to refinance our indebtedness at maturity or impose refinancing terms that may be less favorable than the terms of the original indebtedness;
- require us to dedicate a substantial portion of our cash flow from operations to payments on obligations under our outstanding indebtedness, thereby reducing the availability of such cash flow to fund working capital, capital expenditures and other general corporate requirements, or adversely affect our ability to meet REIT distribution requirements imposed by the Code;
- cause us to violate restrictive covenants in the documents that govern our indebtedness, which would entitle our lenders to accelerate our debt obligations;
- cause us to default on our obligations, causing lenders or mortgagees to foreclose on properties that secure our loans and receive an assignment of our rents and leases;
- force us to dispose of one or more of our properties, possibly on unfavorable terms or in violation of certain covenants to which we may be subject;
- limit our ability to make material acquisitions or take advantage of business opportunities that may arise and limit our flexibility in planning for, or reacting to, changes in our business and industry, thereby limiting our ability to compete effectively or operate successfully; and
- cause us to not have sufficient cash flow to pay the quarterly dividends to our stockholders.

If any one of these events was to occur, our business, results of operations and financial condition would be materially adversely affected.

Under the terms of our Series B preferred stock financing, if there is an event of default, the investor may exercise various remedies, including a change of control via replacing a majority of the Board of Directors.

If we fail to comply with the payment obligations, financial covenants, or restrictive covenants of the agreements governing our debt and our Preferred Stock, then we may trigger an event of default. The terms of our Series B preferred stock financing provide that, upon the occurrence of an event of default, the investor will have the right to take the unilateral action to, or cause the Company to, among other things:

- Replace property managers and leasing agents;
- Following 180 days after the mandatory redemption date of August 1, 2019 for the Series B preferred stock, sell any property of the Company, except as otherwise required under applicable law;
- Implement all major decisions listed above and in the Investor Agreement, except as otherwise required under applicable law;
- Refinance, repay or prepay any senior loans of the Company;
- Cure any default under any senior loans of the Company; and
- Elect six individuals to serve as members of the Board of Directors of the Company.

The ability of our investor to replace a majority of our board of directors upon an event of default would give control of the Company to the investor. Such a change of control, or the exercise of other rights upon an event of default, could result in a material adverse effect on us, including our business, results of operations and financial condition.

The documents that govern our outstanding indebtedness restrict our ability to engage in some business activities, which could materially adversely affect our business, results of operations and financial condition.

The documents that govern our outstanding indebtedness contain negative covenants and other financial and operating covenants that place restrictions on the Company and subsidiaries. The Investor Agreement with Prime that was entered as part of the Series B preferred stock financing, grants to Prime, among other rights, certain board designation and observer rights, negative control rights, information rights and rights to indemnification for certain types of liabilities. The Investor Agreement provides that Prime will have the right to consent to certain material actions by the Company, its affiliates and its subsidiaries, including, among others, the decision to:

- Settle any proceeding for which monetary damages exceed \$250,000;
- Approve the annual budget for any properties and the Company;
- Commence an insolvency proceeding or adopt a plan of liquidation or other reorganization with respect to the Company or any of its subsidiaries;
- Enter into a transaction for the purchase of any additional property or stock or assets of any corporation or other business organization;
- Enter into any transaction involving the sale or mortgage of any property that is not on arms'-length terms or provides for non-market terms or conditions;
- Enter into certain financing or refinancing transactions or material amendments to the Company's senior loans;
- Select or replace a property manager;
- Enter into or modify a major contract or material lease;
- Authorize for issuance any shares of stock or other equity interests of the Company other than common stock of the Company;
- Amend the charter or Bylaws of the Company;
- Enter into any merger, consolidation, recapitalization or other business combination to which the Company or any of its subsidiaries is a party, or effectuate a sale of all or substantially all of its assets;
- Take any action that would constitute a default under the Company's senior loans or related loan documents;
- Change the size of the Board of Directors of the Company; and
- Remove or replace any of the Company's officers or other senior management personnel.

In addition, covenants contained in the documents that govern our outstanding indebtedness require the Company and/or its subsidiaries to meet certain financial performance tests.

These restrictive operational and financial covenants reduce our flexibility in conducting our operations, limit our flexibility in planning for, or reacting to, changes in our business and industry, and limit our ability to engage in activities that may be in our long-term best interest, including the ability to make acquisitions or take advantage of other business opportunities that may arise, any of which could materially adversely affect our growth prospects, future operating results and financial condition.

Our failure to comply with these restrictive covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all or a substantial portion of our outstanding debt. The documents that govern our outstanding indebtedness require that we maintain certain financial ratios and, if we fail to do so, we would be in default under the applicable debt instrument.

Mortgage indebtedness and other borrowings increase our operational risks.

Loans obtained to fund property acquisitions will generally be secured by mortgages on our properties. The more we borrow, the higher our fixed debt payment obligations will be and the greater the risk that we will not be able to timely meet these payment obligations. At December 31, 2018, excluding our Model Home Properties, we had a total of approximately \$118.3 million of secured financing on our properties and we intend to continue to borrow funds through secured financings to acquire additional properties. If we are unable to make our debt payments as required, due to a decrease in rental or other revenues or an increase in our other costs, a lender could foreclose on the property or properties securing its debt. This could cause us to lose part or all of our investment, diminishing the value of our real estate portfolio.

Our risk of losing property through a mortgage loan default is greater when the property is cross-collateralized.

In circumstances we deem appropriate, we may cross-collateralize two or more of our properties to secure a single loan or group of related loans, such as where we purchase a group of unimproved properties from a single seller or where we obtain a credit facility for general application from an institutional lender. Cross-collateralizing typically occurs where the lender requires a single loan to finance the group of properties, rather than allocating the larger loan to separate loans, each secured by a single property. Our default under a cross-collateralized obligation could result in the loss of all of the properties securing the loan.

Lenders may require restrictive covenants relating to our operations, which may adversely affect our flexibility and our ability to achieve our investment objectives.

Some of our mortgage loans may impose restrictions that affect our distribution and operating policies, our ability to incur additional debt and our ability to resell interests in the property. Loan documents may contain covenants that limit our ability to further mortgage the property, discontinue insurance coverage, replace the property manager, or terminate certain operating or lease agreements related to the property. Such restrictions may limit our ability to achieve our investment objectives.

Financing arrangements involving balloon payment obligations may adversely affect our ability to pay dividends.

Some of our mortgage loans require us to make a lump-sum or “balloon” payment at maturity. And in the future, we may finance more properties in this manner. Our ability to make a balloon payment at maturity could be uncertain and may depend upon our ability to obtain additional financing, to refinance the debt or to sell the property. At the time the balloon payment is due, we may not be able to refinance debt on terms as favorable as the original loan or sell the property at a sufficient price. The effect of a refinancing or sale could affect the rate of return to stockholders and the projected time of disposition of our assets.

In addition, making a balloon payment may leave us with insufficient cash to pay the distributions that are required to maintain our qualification as a REIT. At December 31, 2018, excluding our model homes business, we have no loans that require balloon payment in 2019. The model homes business pays off its mortgage loans out of proceeds from the sale of homes. Any deficiency in the sale proceeds would have to be paid out of existing cash, diminishing the amount available for dividends.

Risks Related to our Status as a REIT and Related Federal Income Tax Matters

Failure to qualify as a REIT could adversely affect our operations and our ability to pay dividends.

We elected to be taxed as a REIT for federal income tax purposes commencing with our taxable year ended December 31, 2000. We believe that we have been organized and have operated in a manner that has allowed us to qualify for taxation as a REIT for federal income tax purposes commencing with such taxable year, and we expect to operate in a manner that will allow us to continue to qualify as a REIT for federal income tax purposes. However, the federal income tax laws governing REITs are extremely complex, and interpretations of the federal income tax laws governing qualification as a REIT are limited. Qualifying as a REIT requires us to meet various tests regarding the nature of our assets and our income, the ownership of our outstanding stock, and the amount of our distributions on an ongoing basis. While we intend to continue 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, including the tax treatment of certain investments we may make, and the possibility of future changes in our circumstances, no assurance can be given that we will qualify for any particular year. If we lose our REIT qualification, we would be subject to federal corporate income taxation on our taxable income, and we could also be subject to increased state and local taxes. Additionally we would not be allowed a deduction for dividends paid to stockholders. And, unless we are entitled to relief under applicable statutory provisions, we could not elect to be taxed as a REIT for four taxable years following the year during which we were disqualified. The income tax consequences could be substantial and would reduce our cash available for distribution to stockholders and investments in additional assets. Further, we could be required to borrow funds or liquidate some investments in order to pay the applicable tax. If we fail to qualify as a REIT, we would not be required to make distributions to our stockholders.

As a REIT, we may be subject to tax liabilities that reduce our cash flow.

Even if we continue to qualify as a REIT for federal income tax purposes, we may be subject to federal, state and local taxes on our income or property, including the following:

- To continue to qualify as a REIT, we must distribute annually at least 90% of our REIT taxable income (determined without regard to the dividends paid deduction and excluding net capital gains) to our stockholders. If we satisfy the distribution requirement but distribute less than 100% of our REIT taxable income (determined without regard to the dividends paid deduction and including net capital gains), we will be subject to corporate income tax on the undistributed income.

- We will be subject to a 4% nondeductible excise tax on the amount, if any, by which the distributions that we pay in any calendar year are less than the sum of 85% of our ordinary income, 95% of our capital gain net income, and 100% of our undistributed income from prior years.
- If we have net income from the sale of foreclosure property that we hold primarily for sale to customers in the ordinary course of business or other non-qualifying income from foreclosure property, we must pay a tax on that income at the highest corporate income tax rate.
- If we sell a property, other than foreclosure property, that we hold primarily for sale to customers in the ordinary course of business, our gain will be subject to the 100% “prohibited transaction” tax.
- We may be subject to state and local taxes on our income or property, either directly or indirectly because of the taxation of entities through which we indirectly own our assets.
- Our subsidiaries that are “taxable REIT subsidiaries” will generally be required to pay federal corporate income tax on their earnings.

Our ownership of taxable REIT subsidiaries is subject to certain restrictions, and we will be required to pay a 100% penalty tax on certain income or deductions if our transactions with our taxable REIT subsidiaries are not conducted on arm’s length terms.

We own and may acquire direct or indirect interests in one or more entities that have elected or will elect, together with us, to be treated as our taxable REIT subsidiaries. A taxable REIT subsidiary is a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) other than a REIT in which a REIT directly or indirectly holds stock, and that has made a joint election with such REIT to be treated as a taxable REIT subsidiary. If a taxable REIT subsidiary owns more than 35% of the total voting power or value of the outstanding securities of another corporation, such other corporation will also be treated as a taxable REIT subsidiary. Other than some activities relating to lodging and health care facilities, a taxable REIT subsidiary may generally engage in any business, including the provision of customary or non-customary services to tenants of its parent REIT. A taxable REIT subsidiary is subject to U.S. federal income tax as a regular C corporation. In addition, a 100% excise tax will be imposed on certain transactions between a taxable REIT subsidiary and its parent REIT that are not conducted on an arm’s length basis.

A REIT’s ownership of securities of a taxable REIT subsidiary is not subject to the 5% or 10% asset tests applicable to REITs. Not more than 25% of the value of our total assets could be represented by securities, including securities of taxable REIT subsidiaries, other than those securities includable in the 75% asset test. Further, for taxable years beginning after December 31, 2017, not more than 20% of the value of our total assets may be represented by securities of taxable REIT subsidiaries. We anticipate that the aggregate value of the stock and other securities of any taxable REIT subsidiaries that we own will be less than 20% of the value of our total assets, and we will monitor the value of these investments to ensure compliance with applicable asset test limitations. In addition, we intend to structure our transactions with any taxable REIT subsidiaries that we own to ensure that they are entered into on arm’s length terms to avoid incurring the 100% excise tax described above. There can be no assurance, however, that we will be able to comply with these limitations or avoid application of the 100% excise tax discussed above.

We may be forced to borrow funds on a short-term basis, to sell assets or to issue securities to meet the REIT minimum distribution or other requirements or for working capital purposes.

To qualify as a REIT, we must continually satisfy tests concerning, among other things, the nature and diversification of our assets, the sources of our income and the amounts we distribute to our stockholders. In order to maintain our REIT status or avoid the payment of income and excise taxes, we may need to borrow funds on a short-term basis to meet the REIT distribution requirements, even if the then-prevailing market conditions are not favorable for these borrowings. To qualify as a REIT, in general, we must distribute to our stockholders at least 90% of our REIT taxable income (determined without regard to the dividends paid deduction and excluding net capital gains) each year. We have and intend to continue to make distributions to our stockholders. However, our ability to make distributions may be adversely affected by the risk factors described elsewhere herein. In the event of a decline in our operating results and financial performance or in the value of our asset portfolio, we may not have cash sufficient for distribution. Therefore, to preserve our REIT status or avoid taxation, we may need to borrow funds, sell assets or issue additional securities, even if the then-prevailing market conditions are not favorable. Moreover, we may be required to liquidate or forgo otherwise attractive investments in order to satisfy the REIT asset and income tests or to qualify under certain statutory relief provisions. If we are compelled to liquidate our investments to meet any of these asset, income or distribution tests, or to repay obligations to our lenders, we may be unable to comply with one or more of the requirements applicable to REITs or may be subject to a 100% tax on any resulting gain if such sales constitute prohibited transactions.

In addition, we require a minimum amount of cash to fund our daily operations. Due to the REIT distribution requirements, we may be forced to make distributions when we otherwise would use the cash to fund our working capital needs. Therefore, we may be forced to borrow funds, to sell assets or to issue additional securities at certain times for our working capital needs.

The tax imposed on REITs engaging in “prohibited transactions” may limit our ability to engage in transactions that would be treated as sales for U.S. federal income tax purposes.

A REIT’s net income from prohibited transactions is subject to a 100% penalty 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. Although we do not intend to hold any properties that would be characterized as held for sale to customers in the ordinary course of our business unless a sale or disposition qualifies under certain statutory safe harbors, such characterization is a factual determination and no guarantee can be given that the Internal Revenue Service (“IRS”) would agree with our characterization of our properties or that we will always be able to make use of the available safe harbors.

Legislative or other actions affecting REITs could have a negative effect on our investors or us.

The President signed a tax reform bill into law on December 22, 2017 (the “Tax Cuts and Jobs Act”). Among other things, the Tax Cuts and Jobs Act:

- Reduces the corporate income tax rate from 35% to 21% (including with respect to our taxable REIT subsidiary);
- Reduces the rate of U.S. federal withholding tax on distributions made to non-U.S. stockholders by a REIT that are attributable to gains from the sale or exchange of U.S. real property interests from 35% to 21%;
- If elected, allows an immediate 100% deduction of the cost of certain capital asset investments (generally excluding real estate assets), subject to a phase-down of the deduction percentage over time;
- Changes the recovery periods for certain real property and building improvements (for example, to 15 years for qualified improvement property under the modified accelerated cost recovery system if a technical correction is passed, and to 30 years (previously 40 years) for residential real property and 20 years (previously 40 years) for qualified improvement property under the alternative depreciation system);
- Restricts the deductibility of interest expense by businesses (generally, to 30% of the business’ adjusted taxable income) except, among others, real property businesses electing out of such restriction; we have not yet determined whether we and/or our subsidiaries can and/or will make such an election;
- Requires the use of the less favorable alternative depreciation system to depreciate real property in the event a real property business elects to avoid the interest deduction restriction above;
- Restricts the benefits of like-kind exchanges that defer capital gains for tax purposes to exchanges of real property;
- Permanently repeals the “technical termination” rule for partnerships, meaning sales or exchanges of the interests in a partnership will be less likely to, among other things, terminate the taxable year of, and restart the depreciable lives of assets held by, such partnership for tax purposes;
- Requires accrual method taxpayers to take certain amounts in income no later than the taxable year in which such income is taken into account as revenue in an applicable financial statement prepared under GAAP, which, with respect to certain leases, could accelerate the inclusion of rental income;
- Eliminates the federal corporate alternative minimum tax;
- Reduces the highest marginal income tax rate for individuals to 37% from 39.6% (excluding, in each case, the 3.8% Medicare tax on net investment income);
- Generally allows a deduction for individuals equal to 20% of certain income from pass-through entities, including ordinary dividends distributed by a REIT (excluding capital gain dividends and qualified dividend income), generally resulting in a maximum effective federal income tax rate applicable to such dividends of 29.6% compared to 37% (excluding, in each case, the 3.8% Medicare tax on net investment income); and
- Limits certain deductions for individuals, including deductions for state and local income taxes, and eliminates deductions for miscellaneous itemized deductions (including certain investment expenses).

Many of the provisions in the Tax Cuts and Jobs Act, in particular those affecting individual taxpayers, expire at the end of 2025.

As a result of the changes to U.S. federal tax laws implemented by the Tax Cuts and Jobs Act, our taxable income and the amount of distributions to our stockholders required in order to maintain our REIT status, and our relative tax advantage as a REIT, could change. As a REIT, we are required to distribute at least 90% of our taxable income to our stockholders annually.

The Tax Cuts and Jobs Act is a complex revision to the U.S. federal income tax laws with various impacts on different categories of taxpayers and industries, and will require subsequent rulemaking and interpretation in a number of areas. The long-term impact of the Tax Cuts and Jobs Act on the overall economy, government revenues, our tenants, us, and the real estate industry cannot be reliably predicted at this time. Furthermore, the Tax Cuts and Jobs Act may negatively impact certain of our tenants' operating results, financial condition, and future business plans. The Tax Cuts and Jobs Act may also result in reduced government revenues, and therefore reduced government spending, which may negatively impact some of our tenants that rely on government funding. There can be no assurance that the Tax Cuts and Jobs Act will not negatively impact our operating results, financial condition, and future business operations.

The stock ownership limit imposed by the Code for REITs and our charter may discourage a takeover that could otherwise result in a premium price for our stockholders.

In order for us to maintain our qualification as a REIT, no more than 50% in value of our outstanding stock may be beneficially owned, directly or indirectly, by five or fewer individuals (including certain types of entities) at any time during the last half of each taxable year. To ensure that we do not fail to qualify as a REIT under this test, our charter restricts ownership by one person or entity to no more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of our common stock or more than 9.8% in value of the aggregate outstanding shares of all classes and series of our capital stock. This restriction may have the effect of delaying, deferring or preventing a change in control, including an extraordinary transaction (such as a merger, tender offer or sale of all or substantially all of our assets) that might provide a premium price for holders of our common stock.

Dividends payable by REITs generally are taxed at the higher ordinary income rate, which could reduce the net cash received by stockholders and may be detrimental to our ability to raise additional funds through any future sale of our common stock.

Income from "qualified dividends" payable to U.S. stockholders that are individuals, trusts and estates is generally subject to tax at reduced rates. However, dividends payable by REITs to its stockholders generally are not eligible for the reduced rates for qualified dividends and are taxed at ordinary income rates (but, under the Tax Cuts and Jobs Act, U.S. stockholders that are individuals, trusts and estates generally may deduct 20% of ordinary dividends from a REIT for taxable years beginning after December 31, 2017 and before January 1, 2026). Although these rules do not adversely affect the taxation of REITs or dividends payable by REITs, to the extent that the reduced rates continue to apply to regular corporate qualified dividends, investors that are individuals, trusts and estates may perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could materially and adversely affect the value of the shares of REITs, including the per share trading price of our common stock, and could be detrimental to our ability to raise additional funds through the future sale of our common stock.

Tax-exempt stockholders will be taxed on our distributions to the extent such distributions are unrelated business taxable income.

Generally, neither ordinary nor capital gain distributions should constitute unrelated business taxable income ("UBTI") to tax-exempt entities, such as employee pension benefit trusts and individual retirement accounts. Our payment of distributions to a tax-exempt stockholder will constitute UBTI, however, if the tax-exempt stockholder has incurred debt to acquire its shares. Therefore, tax-exempt stockholders are not assured all dividends received will be tax-free.

Risks Related to Legal and Regulatory Requirements

Our property taxes could increase due to property tax rate changes, reassessments or changes in property tax laws, which would adversely impact our cash flows.

We are required to pay property taxes for our properties, which could increase as property tax rates increase or as our properties are assessed or reassessed by taxing authorities. In California, under current law, reassessment occurs primarily as a result of a "change in ownership". A potential reassessment may take a considerable amount of time, during which the property taxing authorities make a determination of the occurrence of a "change of ownership", as well as the actual reassessed value. In addition, from time to time, there have been proposals to base property taxes on commercial properties on their current market value, without any limit based on purchase price. If any similar proposal were adopted, the property taxes we pay could increase substantially. In California, pursuant to an existing state law commonly referred to as Proposition 13, properties are reassessed to market value only at the time of change in ownership or completion of construction, and thereafter, annual property reassessments are limited to 2% of previously assessed values. As a result, Proposition 13 generally results in significant below-market assessed values over time. From time to time, including recently, lawmakers and political coalitions have initiated efforts to repeal or amend Proposition 13 to eliminate its application to commercial and industrial properties. If successful, a repeal of Proposition 13 could substantially increase the assessed values and property taxes for our properties in California.

Costs of complying with governmental laws and regulations may reduce our net income and the cash available for distributions to our stockholders.

Our properties are subject to various local, state and federal regulatory requirements, including those addressing zoning, environmental and land use, access for disabled persons, and air and water quality. These laws and regulations may impose restrictions on the manner in which our properties may be used or business may be operated, and compliance with these standards may require us to make unexpected expenditures, some of which could be substantial. Additionally, we could be subject to liability in the form of fines, penalties or damages for noncompliance, and any enforcement actions could reduce the value of a property. Any material expenditures, penalties, or decrease in property value would adversely affect our operating income and our ability to pay dividends to our stockholders.

Our ability to attract and retain qualified members of our board of directors may be impacted due to new state laws, including recently enacted gender quotas.

In September 2018, California enacted SB 826 requiring public companies headquartered in California to maintain minimum female representation on their boards of directors as follows: by the end of 2019, at least one woman on its board; by the end of 2020, public company boards with five members will be required to have at least two female directors, and public company boards with six or more members will be required to have at least three female directors. Failure to achieve designated minimum levels in a timely manner exposes such companies to costly financial penalties and reputational harm. We cannot assure that we can recruit, attract and/or retain qualified members of the board and meet gender quotas as a result of the California law (should it not be repealed before the compliance deadlines), which would may cause certain investors to divest their holdings in our stock and expose us to penalties and/or reputational harm.

The costs of complying with environmental regulatory requirements, of remediating any contaminated property, or of defending against claims of environmental liability could adversely affect our operating results.

Under various federal, state and local environmental laws, ordinances and regulations, an owner or operator of real property is responsible for the cost of removal or remediation of hazardous or toxic substances on its property. Environmental laws also may impose restrictions on the manner in which property may be used or businesses may be operated.

For instance, federal regulations require us to identify and warn, via signs and labels, of potential hazards posed by workplace exposure to installed asbestos-containing materials (“ACMs”), and potential ACMs on our properties. Federal, state, and local laws and regulations also govern the removal, encapsulation, disturbance, handling and disposal of ACMs and potential ACMs, when such materials are in poor condition or in the event of construction, remodeling, renovation or demolition of a property. There are or may be ACMs at certain of our properties. As a result, we may face liability for a release of ACMs and may be subject to personal injury lawsuits by workers and others exposed to ACMs at our properties. Additionally, the value of any of our properties containing ACMs and potential ACMs may be decreased.

There are comprehensive regulatory programs governing underground storage tanks used in a convenience store-tenant’s gasoline operations. Compliance with existing and future laws regulating underground storage tanks may require significant capital expenditures, and the remediation costs and other costs required to clean up or treat contaminated sites could be substantial.

Although we have not been notified by any governmental authority and are not otherwise aware of any material noncompliance, liability or claim relating to hazardous substances in connection with our properties, we may be found noncompliant in the future. Environmental laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release of any hazardous substances. Therefore, we may be liable for the costs of removing or remediating contamination of which we had no knowledge. Additionally, future laws or regulations could impose an unanticipated material environmental liability on any of the properties that we purchase.

The presence of contamination, or our failure to properly remediate contamination of our properties, may adversely affect the ability of our tenants to operate the contaminated property, may subject us to liability to third parties, and may inhibit our ability to sell or rent such property or borrow money using such property as collateral. Any of these occurrences would adversely affect our operating income.

Compliance with the Americans with Disabilities Act may require us to make unintended expenditures that could adversely impact our results of operations.

Our properties are generally required to comply with the Americans with Disabilities Act of 1990, or the ADA. The ADA has separate compliance requirements for “public accommodations” and “commercial facilities,” but generally requires that buildings be made accessible to people with disabilities. Compliance with 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. The parties to whom we lease properties are obligated by law to comply with the ADA provisions, and we believe that these parties may be obligated to cover costs associated with compliance. If required changes to our properties involve greater expenditures than anticipated, or if the changes must be made on a more accelerated basis than anticipated, our tenants may not be able to cover the costs

and we could be required to expend our own funds to comply with the provisions of the ADA. Any funds used for ADA compliance will reduce our net income and the amount of cash available for distributions to our stockholders.

ITEM 1B. UNRESOLVED STAFF COMMENTS

We have no unresolved staff comments.

ITEM 2. PROPERTIES

General Information

We invest in a diverse multi-tenant portfolio of real estate assets primarily consisting of office/industrial, retail, and model home properties located in the western United States. As of December 31, 2018, we owned or had an equity interest in 15 office/industrial buildings totaling approximately 1,300,653 rentable square feet and four retail centers totaling approximately 131,010 rentable square feet. In addition, through our Model Home subsidiary and our investments in four limited partnerships and one limited liability company, we own a total of 144 Model Home properties located in 10 states. We directly manage the operations and leasing of our properties. Substantially all of our revenues consist of base rents received under leases that generally have terms that range from less one to five years. We estimate that at least 69% of our existing leases as of December 31, 2018 contain contractual rent increases that provide for increases in the base rental payments. Our tenants consist of local, regional and national businesses. Our properties generally attract a mix of diversified tenant's creating lower risk in periods of economic fluctuations. Our largest tenant represented less than 5% of total revenues for the year ended December 31, 2018.

Geographic Diversification Table

The following table shows a list of properties we owned as of December 31, 2018, grouped by the state where each of our investments is located.

Office/Industrial and Retail Properties:

State	No. of Properties	Aggregate Square Feet	Approximate % of Square Feet	Current Base Annual Rent	Approximate % of Aggregate Annual Rent
California	4	160,940	11.2%	\$ 2,174,277	11.8%
Colorado	11	873,684	61.0%	12,663,497	68.6%
North Dakota	4	397,039	27.8%	3,614,339	19.6%
Total	19	1,431,663	100%	\$ 18,452,113	100%

Model Home Properties:

State	No. of Properties	Aggregate Square Feet	Approximate % of Square Feet	Current Base Annual Rent	Approximate % of Aggregate Annual Rent
Southwest	93	359,575	73.9%	\$ 2,631,504	63.6%
West	3	7,854	1.5%	77,748	1.9%
Southeast	39	92,521	19.0%	1,071,264	25.9%
Midwest	3	9,458	2.0%	131,916	3.2%
East	4	10,670	2.3%	142,380	3.4%
Northeast	2	6,228	1.3%	83,352	2.0%
Total	144	486,306	100%	\$ 4,138,164	100%

The following table summarizes information relating to our properties (excluding model homes) at December 31, 2018:

Property Summary

(\$ in000's) Property Location	Sq., Ft.	Date Acquired	Year Property Constructed	Purchase Price (1)	Occupancy	Percent Ownership	Mortgage On property	Estimated Renovation or Improvement Cost (2)
Office/Industrial Properties:								
Garden Gateway, Colorado Springs, CO (3)	115,052	03/07	1982/2006	\$ 15,126	68.1%	100.0%	\$ 6,271	\$ 278
Executive Office Park, Colorado Springs, CO	65,084	07/08	2000	10,126	99.9%	100.0%	4,948	118
Morena Office Center, San Diego, CA (4)	26,865	01/09	1985	6,575	100.0%	20.0%	1,567	-
Genesis Plaza, San Diego, CA	57,807	08/10	1989	10,000	77.6%	100.0%	6,476	1,195
Dakota Center, Fargo, ND	119,434	05/11	1982	9,575	58.3%	100.0%	10,315	890
The Presidio, Colorado Springs, CO	81,222	11/12	1985	7,275	82.9%	100.0%	5,993	334
Grand Pacific Center, Bismarck, ND	93,058	03/14	1976	5,350	72.6%	100.0%	3,961	840
Union Terrace, Lakewood, CO	84,145	08/14	1982	9,400	91.0%	100.0%	6,354	294
Centennial Tech Center, Colorado Springs, CO	110,405	12/14	1999	15,500	81.6%	100.0%	9,746	480
Arapahoe Center, Colorado Springs, CO	79,023	12/14	2000	11,850	100.0%	100.0%	8,234	-
West Fargo Industrial, West Fargo, ND	150,030	08/15	1998/2005	7,900	82.3%	100.0%	4,293	369
300 N.P., West Fargo, ND	34,517	08/15	1922	3,850	72.7%	100.0%	2,348	237
Highland Court, Centennial CO (5)	93,536	08/15	1984	13,050	78.5%	80.8%	6,568	110
One Park Centre, Westminster CO	69,174	08/15	1983	9,150	88.2%	100.0%	6,586	322
Shea Center II, Highlands Ranch, CO	121,301	12/15	2000	25,325	83.2%	100.0%	17,728	415
Total Office/Industrial Properties	1,300,653			\$ 160,052	80.7%		\$ 101,388	\$ 5,882
Retail Properties:								
World Plaza, San Bernardino, CA	55,098	09/07	1974	7,650	22.6%	100.0%	3,351	175
Waterman Plaza, San Bernardino, CA	21,170	08/08	2008	7,164	100.0%	100.0%	3,370	162
Union Town Center, Colorado Springs, CO	44,042	12/14	2003	11,212	100.0%	100.0%	8,440	91
Research Parkway, Colorado Springs, CO	10,700	8/15	2003	2,850	100.0%	100.0%	1,864	32
Total Retail Properties	131,010			\$ 28,876	67.5%		\$ 17,025	\$ 460

- Prior to January 1, 2009, "Purchase Price" includes our acquisition related costs and expenses for the purchase of the property. After January 1, 2009, acquisition related costs and expenses were expensed when incurred.
- Expected capital expenditures over the next 12 months.
- Garden Gateway Plaza is comprised of three buildings, each on a separate legal parcel.
- Morena Office Center was owned by a Partnership for which we serve as the general partner and own a 20.03% equity interest. This property was classified as Held for Sale as of December 31, 2018 and sold on January 15, 2019.
- Highland Court is owned by two tenants-in-common of which 60% is owned by the Company and the Company owns approximately 52% in the other tenant-in-common.

Top Ten Tenants Physical Occupancy Table

The following table sets forth certain information with respect to our top 10 tenants at our Office/Industrial and Retail Properties.

As of December 31, 2018 Tenant	Number of Leases	Annualized Base Rent	% of Total Annualized Base Rent
Comcast of Colorado X, LLC	1	\$ 1,059,414	5.74%
Halliburton Energy Services, Inc.	1	853,781	4.63%
Finastra USA Corporation	1	594,336	3.22%
Community Research Foundation, Inc. (1)	1	480,364	2.60%
The College for Financial Planning, Inc.	1	448,773	2.43%
General Services Administration	1	420,443	2.28%
Restaurant Technology Services LLC	1	389,128	2.11%
MasTec North America, Inc.	1	340,615	1.85%
Wells Fargo Bank, N.A.	1	334,026	1.81%
Aeroflex Colorado Springs, Inc.	1	292,319	1.58%
		\$ 5,213,199	28.25%

- This tenant occupies space in the Morena Office Center, which was classified as Held for Sale as of December 31, 2018 and was sold on January 15, 2019.

Lease Expirations Tables

The following table sets forth lease expirations for our properties as of December 31, 2018, assuming that none of the tenants exercise their renewal options.

Office/Industrial and Retail Properties:

<u>Expiration Year</u>	<u>Number of Leases Expiring</u>	<u>Square Footage</u>	<u>Annual Rental From Lease</u>	<u>Percent of Total</u>
2019	52	164,440	\$ 2,366,436	13.7%
2020	48	229,717	3,900,441	22.5%
2021	54	231,899	3,757,254	21.7%
2022	31	196,560	2,861,420	16.6%
2023	23	102,530	1,681,006	9.7%
Thereafter	15	162,876	2,731,610	15.8%
Totals	223	1,088,022	\$ 17,298,167	100%

Model Home Properties:

<u>Expiration Year (1)</u>	<u>Number of Leases Expiring</u>	<u>Square Footage</u>	<u>Annual Rental From Lease</u>	<u>Percent of Total</u>
2019	99	275,330	\$ 2,716,596	65.6%
2020	45	210,976	1,421,568	34.4%
	144	486,306	\$ 4,138,164	100.0%

(1) These leases are subject to extensions by the homebuilder depending on sales of the total development. All model homes are sold at the end of the lease period.

Physical Occupancy Table for Last 5 Years

The following table presents the percentage occupancy for each of our properties, excluding our Model Home Properties, as of December 31 for each of the last five years.

	<u>Date Acquired</u>	<u>Percentage Occupancy as of the Year Ended December 31,</u>				
		<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Office/ Industrial Properties:						
Garden Gateway Plaza	03/07	83.3%	78.4%	71.6%	64.8%	68.1%
Executive Office Park	07/08	83.4%	84.4%	77.5%	90.4%	99.9%
Morena Office Center (1)	01/09	86.8%	90.8%	100.0%	100.0%	100.0%
Genesis Plaza	08/10	83.3%	82.2%	87.0%	92.3%	77.6%
Dakota Center	05/11	82.1%	86.5%	99.3%	100.0%	58.3%
The Presidio	11/12	76.7%	78.4%	86.6%	68.9%	82.9%
Grand Pacific Center	03/14	83.4%	83.9%	80.0%	77.0%	72.6%
Union Terrace	08/14	87.6%	85.0%	96.4%	89.2%	91.0%
Centennial Tech Center	12/14	100.0%	97.3%	100.0%	81.6%	81.6%
Arapahoe Center	12/14	82.0%	100.0%	100.0%	100.0%	100.0%
West Fargo Industrial	08/15	N/A	95.7%	90.4%	87.1%	82.3%
300 N.P.	08/15	N/A	86.4%	86.1%	98.4%	72.7%
Highland Court	08/15	N/A	93.9%	89.5%	89.3%	78.5%
One Park Centre	08/15	N/A	94.1%	83.4%	87.7%	88.2%
Shea Center II	12/15	N/A	100.0%	96.0%	92.8%	83.2%
Retail Properties:						
World Plaza	09/07	81.8%	81.8%	81.8%	34.6%	22.6%
Waterman Plaza	08/08	100.0%	100.0%	100.0%	100.0%	100.0%
Union Town Center	12/14	97.0%	96.8%	96.8%	100.0%	100.0%
Research Parkway	08/15	N/A	100.0%	100.0%	100.0%	100.0%

(1) Morena Office Center was classified as Held for Sale as of December 31, 2018 and was sold on January 15, 2019.

Annualized Base Rent Per Square Foot for Last 5 Years

The following table presents the average effective annual rent per square foot for each of our properties, excluding our Model Home Properties, as of December 31, 2018.

	Annualized Base Rent per Square Foot (1) For the Years Ended December 31,					Annualized Base Rent (2)	Net Rentable Square Feet
	2014	2015	2016	2017	2018		
Office/ Industrial Properties:							
Garden Gateway Plaza	\$ 10.51	\$ 11.55	\$ 11.25	\$ 12.66	\$ 11.89	\$ 931,576	115,052
Executive Office Park	\$ 10.85	\$ 11.81	\$ 12.41	\$ 12.42	\$ 12.35	\$ 803,126	65,084
Morena Office Center (3)	\$ 20.13	\$ 20.97	\$ 21.54	\$ 22.20	\$ 22.96	\$ 616,758	26,865
Genesis Plaza	\$ 24.27	\$ 25.83	\$ 24.07	\$ 27.43	\$ 20.85	\$ 935,781	57,807
Dakota Center	\$ 10.83	\$ 10.86	\$ 11.38	\$ 12.06	\$ 20.95	\$ 1,459,388	119,434
The Presidio	\$ 13.67	\$ 13.61	\$ 14.13	\$ 14.68	\$ 14.13	\$ 951,354	81,222
Grand Pacific Center	\$ 8.65	\$ 12.74	\$ 13.39	\$ 13.18	\$ 14.13	\$ 954,718	93,058
Union Terrace	\$ 7.60	\$ 18.36	\$ 17.65	\$ 19.63	\$ 19.37	\$ 1,482,681	84,145
Centennial Tech Center	\$ 12.52	\$ 12.52	\$ 12.92	\$ 13.62	\$ 14.12	\$ 1,272,864	110,405
Arapahoe Center	\$ 12.43	\$ 12.43	\$ 12.79	\$ 13.20	\$ 14.22	\$ 1,123,877	79,023
West Fargo Industrial	N/A	\$ 5.47	\$ 6.03	\$ 6.65	\$ 6.35	\$ 784,253	150,030
300 N.P.	N/A	\$ 10.91	\$ 11.49	\$ 12.63	\$ 16.59	\$ 415,980	34,517
Highland Court	N/A	\$ 18.93	\$ 19.57	\$ 21.14	\$ 21.97	\$ 1,612,527	93,536
One Park Centre	N/A	\$ 19.85	\$ 22.40	\$ 18.48	\$ 18.18	\$ 1,108,930	69,174
Shea Center II	N/A	\$ 16.08	\$ 17.02	\$ 15.34	\$ 20.24	\$ 2,043,405	121,301
Retail Properties:							
World Plaza	\$ 16.01	\$ 18.66	\$ 20.24	\$ 16.63	\$ 20.79	\$ 259,220	55,098
Waterman Plaza	\$ 23.15	\$ 24.14	\$ 24.70	\$ 25.29	\$ 17.12	\$ 362,517	21,170
Union Town Center	\$ 20.27	\$ 20.27	\$ 21.04	\$ 20.36	\$ 24.91	\$ 1,096,964	44,042
Research Parkway	N/A	\$ 20.65	\$ 21.12	\$ 21.61	\$ 22.07	\$ 236,193	10,700

(1) Annualized Base Rent divided by the percentage occupied divided by rentable square feet.

(2) Annualized Base Rent is based upon actual rents due as of December 31, 2018, determined using GAAP including CAM reimbursements.

(3) Morena Office Center was classified as Held for Sale as of December 31, 2018 and sold on January 15, 2019.

ITEM 3. LEGAL PROCEEDINGS

We are subject to various legal proceedings and claims that arise in the ordinary course of business. While the resolution of these matters cannot be predicted with certainty, management believes the final outcome of such matters will not have a material adverse effect on our financial position, results of operation or liquidity.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUERS PURCHASES OF EQUITY SECURITIES

Market Information

To date, there is no public market for any of our securities. Our common stock is not currently traded on any stock exchange or electronic quotation system, and we do not expect that our securities will be publicly traded in the near future.

Number of Holders of Each Class of Stock

As of March 22, 2019, there were 3,040 holders of our Series A common stock and a single holder of our mandatorily redeemable Series B preferred stock.

Dividend Payments

We seek to pay quarterly cash distributions to our common stockholders. The following is a summary of cash payment amount per share for the years ended December 31, 2018 and 2017:

Month	2018		2017	
	Cash Dividend		Cash Dividend	
March 31	\$	-	\$	0.10
June 30		-		0.10
September 30		-		-
December 31		-		-
Total	\$	-	\$	0.20

Dividends for the fourth quarter of 2018 were declared in December 2018 and paid cash dividends on January 18, 2019 of \$1.1 million or \$0.06 per share.

Dividend Policy

We plan to pay at least 90% of our annual REIT Taxable Income to our stockholders in order to maintain our status as a REIT. We intend to continue to declare quarterly distributions, however we cannot provide any assurance as to the amount or timing of future distributions. Our goal is to make cash dividend distributions out of our operating cash flow and proceeds from the sale of properties. During 2018, we paid no dividends.

To the extent that we make distributions in excess of our earnings and profits, as computed for federal income tax purposes, these distributions will represent a return of capital, rather than a dividend, for federal income tax purposes. Distributions that are treated as a return of capital for federal income tax purposes generally will not be taxable as a dividend to a U.S. stockholder, but will reduce the stockholder's basis in its shares (but not below zero) and therefore can result in the stockholder having a higher gain upon a subsequent sale of such shares. Return of capital distributions in excess of a stockholder's basis generally will be treated as gain from the sale of such shares for federal income tax purposes.

We provide each of our stockholders a statement detailing distributions paid during the preceding year and their characterization as ordinary income, capital gain or return of capital annually. During the year ended December 31, 2018 we paid no dividends. During the year ended December 31, 2017, all distributions were non-taxable as they were considered a return of capital to the stockholders.

Equity Compensation Plan Information

We established the 1999 Flexible Incentive Plan ("1999 Plan") for the purpose of attracting and retaining employees, which was superseded by the 2017 Incentive Award Plan ("2017 Plan"). The 1999 Plan provided that the maximum number of shares to be issued under the 1999 Plan would be an amount equal to 10% of the Company's issued and outstanding common stock at such time; the aggregate number of common stock that may be issued under the 2017 Plan is 1,100,000 shares. At December 31, 2018, approximately 651,000 restricted shares of common stock had been issued under the 1999 Plan and approximately 147,000 shares of Restricted Stock as defined in the 2017 Plan had been issued under such Plan. At December 31, 2018, the amount of shares of common stock available for future grants under the 2017 Plan was approximately 953,000 shares.

Issuer Purchases of Equity Securities

Not applicable.

ITEM 6. SELECTED FINANCIAL DATA

Not required.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion relates to our financial statements and should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this report. Statements contained in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" that are not historical facts may be forward-looking statements. Such statements are subject to certain risks and uncertainties, which could cause actual results to materially differ from those projected. Some of the information presented is forward-looking in nature, including information concerning projected future occupancy rates, rental rate increases, project development timing and investment amounts. Although the information is based on our current expectations, actual results could vary from expectations stated in this report. Numerous factors will affect our actual results, some of which are beyond our control. These include the timing and strength of national and regional economic growth, the strength of commercial and residential markets, competitive market conditions, and fluctuations in availability and cost of construction materials and labor resulting from the effects of worldwide demand, future interest rate levels and capital market conditions. You are cautioned not to place undue reliance on this information, which speaks only as of the date of this report. We assume no obligation to update publicly any forward-looking information, whether as a result of new information, future events or otherwise, except to the extent we are required to do so in connection with our ongoing requirements under federal securities laws to disclose material information. For a discussion of important risks related to our business, and an investment in our securities, including risks that could cause actual results and events to differ materially from results and events referred to in the forward-looking information. See Item 1A for a discussion of material risks.

OVERVIEW

The Company operates as a self-managed and self-administered real estate investment trust, or REIT. The Company invests in a diverse multi-tenant portfolio of real estate assets office, industrial, retail and model homes leased back to the developer located primarily in the western United States. As of December 31, 2018, including properties held for sale, the Company owned or had an equity interest in:

- Fourteen office properties ("Office Properties") which total approximately 1,150,623 rentable square feet,
- One industrial property ("Industrial Property") which is approximately 150,030 rentable square feet,
- Four retail shopping centers ("Retail Properties") which total approximately 131,010 rentable square feet and,
- One hundred forty-four model homes owned by four affiliated limited partnerships and one limited liability company ("Model Home Properties").

Presidio Property Trust's office, industrial and retail properties are located primarily in Southern California and Colorado, with four properties located in North Dakota. Our Model Home Properties are located in ten states. We acquire properties that are stabilized or that we anticipate will be stabilized within two or three years of acquisition. We consider a property to be stabilized once it has achieved an 80% occupancy rate for a full calendar year, or has been operating for three years. Our geographical clustering of assets enables us to reduce our operating costs through economies of scale by servicing a number of properties with less staff, but it also makes us more susceptible to changing market conditions in these discrete geographic areas.

Most of our office and retail properties are leased to a variety of tenants ranging from small businesses to large public companies, many of which are not investment grade. We have in the past entered into, and intend in the future to enter into, purchase agreements for real estate having net leases that require the tenant to pay all of the operating expense (NNN Leases) or pay increases in operating expenses over specific base years. Most of our office leases are for terms of 3 to 5 years with annual rental increases. Our model homes are typically leased for 2 to 3 years to the home developer on a triple net lease. Under a triple net lease, the tenant is required to pay all operating, maintenance and insurance costs and real estate taxes with respect to the leased property.

We seek to diversify our portfolio by commercial real estate segments to reduce the adverse effect of a single under-performing segment, geographic market and/or tenant. We further supplement this at the tenant level through our credit review process, which varies by tenant class. For example, our commercial and industrial tenants tend to be corporations or individual owned businesses. In these cases, we typically obtain financial records, including financial statements and tax returns (depending on the circumstance), and run credit reports for any prospective tenant to support our decision to enter into a rental arrangement. We also typically obtain security deposits from these commercial tenants. Our Model Home business partners are substantial home developers with established credit histories. These tenants are subjected to financial review and analysis prior to us entering into a sales-leaseback transaction. Our ownership of the underlying property provides a further means to avoiding significant credit losses.

SIGNIFICANT TRANSACTIONS IN 2018 and 2017

Acquisitions

- We acquired 45 Model Home Properties and leased them back to the homebuilders during the year ended December 31, 2018. The purchase price for the properties was \$17.3 million. The purchase price consisted of cash payments of \$5.2 million and mortgage notes of \$12.1 million.
- We acquired 47 Model Home Properties and leased them back to the homebuilders during the year ended December 31, 2017. The purchase price for the properties was \$17.6 million. The purchase price consisted of cash payments of \$5.9 million and mortgage notes of \$11.7 million.

We review our portfolio of investment properties for value appreciation potential on an ongoing basis, and dispose of any properties that no longer satisfy our requirements in this regard, taking into account tax and other considerations. The proceeds from any such property sale, after repayment of any associated mortgage, are available for investing in properties that we believe will have a greater likelihood of future price appreciation. We disposed of the following properties during the year ended December 31, 2018 and December 31, 2017, respectively:

- In December 2018, we sold the following:
 - Port of San Diego Complex for approximately \$24.8 million and recognized a gain of approximately \$10.0 million.
 - Yucca Valley Retail Center for approximately \$7.8 million and recognized a gain of approximately \$1.4 million.
 - Pacific Oaks Plaza for approximately \$3.9 million and recognized a loss of approximately \$232,000.
- During the year ended December 31, 2018, we disposed of 33 model homes for approximately \$12.6 million and recognized a gain of approximately \$988,000.
- In April 2017, we sold the Shoreline Medical Building for approximately \$8.2 million and recognized a gain of approximately \$1.3 million.
- In March 2017, we sold the Regatta Square Retail Center for approximately \$3.0 million and recognized a gain of approximately \$756,000.
- In February 2017, we sold the Rangewood Medical Building for approximately \$2.2 million and recognized a loss of approximately \$170,000.
- During the year ended December 31, 2017, we disposed of 23 model homes for approximately \$9.8 million and recognized a gain of approximately \$735,000.

ECONOMIC ENVIRONMENT

In one of the longest expansions on record, the United States continues to expand its economy. GDP growth in the fourth quarter of 2018 was estimated by the Federal Reserve Board to be at 1.8%. The Federal Reserve Board has remained optimistic about the United States' economic outlook across many sectors.

The U.S. labor market is showing continued improvement since the Great Recession, with an unemployment rate of only 3.9% as of December 31, 2018. Unemployment in the office-using sector of professional and business services was 4.3%, and that could lead to continued strength in the commercial real estate segment. Vacancy rates for the office sector of commercial real estate fell to 12.6% as of December 31, 2018. During the fourth quarter of 2018, net absorption in the U.S. office market was 58.3 million square feet.

It is impossible to project U.S. economic growth, but economic conditions could have a material effect on our business, financial condition and results of operations.

CREDIT MARKET ENVIRONMENT

The raising of the short-term interest rates in 2017 and 2018 by the Federal Reserve Board may signal that policy makers think the economy is strong enough to withstand a gradual tightening of monetary policy over the next couple years. The effect of increased interest rates on REITs is a still a debated topic. In the past when interest rates increased, it was a sign of a better economy that allowed for rental rates to increase, thereby mitigating the effect on REITs. Increasing interest rates can help mitigate the defeasance costs associated with disposing of an encumbered commercial real estate property.

Our ability to execute our business strategies, and in particular to make new investments, is highly dependent upon our ability to procure external financing. Our principal source of external financing includes the issuance of our equity securities and mortgages secured by properties. The market for mortgages has improved, and interest rates remain relatively low compared to pre-recessionary rates. We continue to obtain mortgages from the commercial mortgage-backed securities (“CMBS”) market, life insurance companies and regional banks. Although CMBS lenders are generally optimistic about the outlook of the credit markets, the potential impact of new regulations and market volatility remain a concern. Even though we have been successful in procuring equity financing and secured mortgages financing, we cannot be assured that we will be successful at doing so in the future.

MANAGEMENT EVALUATION OF RESULTS OF OPERATIONS

Our management team’s evaluation of operating results includes an assessment of our ability to generate cash flow necessary to pay operating expenses, general and administrative expenses, debt service, and to fund dividends to our stockholders. As a result, our management team’s assessment of operating results gives less emphasis to the effects of unrealized gains and losses and other non-cash charges, such as depreciation and amortization and impairment charges, which may cause fluctuations in net income for comparable periods but have no impact on cash flows. Our management team’s evaluation of our potential for generating cash flow includes on-going assessments of our existing portfolio of properties, our non-stabilized properties, long-term sustainability of our real estate portfolio, our future operating cash flow from anticipated acquisitions, and the proceeds from the sales of our real estate assets.

In addition, our management team evaluates our portfolio and individual properties’ results of operations with a primary focus on increasing and enhancing the value, quality and quantity of properties in our real estate holdings. Our management team focuses its efforts on improving underperforming assets through re-leasing efforts, including negotiation of lease renewals and rental rates. Properties that have reached goals in occupancy and rental rates are evaluated for potential added value appreciation and, if lacking such potential, are sold with the equity reinvested in properties that have better potential without foregoing cash flow. Our ability to increase assets under management is affected by our ability to raise borrowings and/or capital, coupled with our ability to identify appropriate investments.

Our results of operations for the years ended December 31, 2018 and 2017 are not indicative of those expected in future periods, as we expect that rental income, interest expense, rental operating expense, general and depreciation and amortization will increase in future periods as a result of the assets acquired and as a result of anticipated growth through future acquisitions of real estate related investments.

CRITICAL ACCOUNTING POLICIES

As a company primarily involved in owning income generating real estate assets, management considers the following accounting policies critical as they reflect our more significant judgments and estimates used in the preparation of our financial statements and because they are important for understanding and evaluating our reported financial results. These judgments affect the reported amounts of assets and liabilities and our disclosure of contingent assets and liabilities as of the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. With different estimates or assumptions, materially different amounts could be reported in our financial statements. Additionally, other companies may utilize different estimates that may impact the comparability of our results of operations to those of companies in similar businesses.

Real Estate Assets and Lease Intangibles. Land, buildings and improvements are recorded at cost, including tenant improvements and lease acquisition costs (including leasing commissions, space planning fees, and legal fees). We capitalize any expenditure that replaces, improves, or otherwise extends the economic life of an asset, while ordinary repairs and maintenance are expensed as incurred. We allocate the purchase price of acquired properties between the acquired tangible assets and liabilities (consisting of land, building, tenant improvements, land purchase options, and long-term debt) and identified intangible assets and liabilities (including the value of above-market and below-market leases, the value of in-place leases, unamortized lease origination costs and tenant relationships), based in each case on their respective fair values.

We allocate the purchase price to tangible assets of an acquired property based on the estimated fair values of those tangible assets assuming the building was vacant. Estimates of fair value for land, building and building improvements are based on many factors including, but not limited to, comparisons to other properties sold in the same geographic area and independent third party valuations. We also consider information obtained about each property as a result of its pre-acquisition due diligence, marketing and leasing activities in estimating the fair values of the tangible and intangible assets and liabilities acquired.

The value allocated to acquired lease intangibles is based on management’s evaluation of the specific characteristics of each tenant’s lease. Characteristics considered by management in allocating these values include the nature and extent of the existing business relationships with the tenant, growth prospects for developing new business with the tenant, the remaining term of the lease and the tenant’s credit quality, among other factors.

The value allocable to the above-market or below-market market component of an acquired in-place lease is determined based upon the present value (using a market discount rate) of the difference between (i) the contractual rents to be paid pursuant to the lease over its remaining term, and (ii) management's estimate of rents that would be paid using fair market rates over the remaining term of the lease.

The value of in-place leases and unamortized lease origination costs are amortized to expense over the remaining term of the respective leases, which range from less than a year to ten years. The amount allocated to acquire in-place leases is determined based on management's assessment of lost revenue and costs incurred for the period required to lease the "assumed vacant" property to the occupancy level when purchased. The amount allocated to unamortized lease origination costs is determined by what we would have paid to a third party to secure a new tenant reduced by the expired term of the respective lease.

Real Estate Held for Sale and Discontinued Operations. Real estate sold during the current period is classified as "real estate held for sale" for all prior periods presented in the accompanying condensed consolidated financial statements. Mortgage notes payable related to the real estate sold during the current period is classified as "notes payable related to real estate held for sale" for all prior periods presented in the accompanying condensed consolidated financial statements. Additionally, we record the operating results related to real estate that has been disposed of as discontinued operations for all periods presented if the operations have been eliminated and we will not have any significant continuing involvement in the operations of the property following the sale.

Impairment of Real Estate Assets. We review the carrying value of each property to determine if circumstances that indicate impairment in the carrying value of the investment exist or that depreciation periods should be modified. If circumstances support the possibility of impairment, we prepare a projection of the undiscounted future cash flows, without interest charges, of the specific property and determine if the investment in such property is recoverable. If impairment is indicated, the carrying value of the property is written down to its estimated fair value based on our best estimate of the property's discounted future cash flows.

Goodwill and Intangible Assets. Intangible assets, including goodwill and lease intangibles, are comprised of finite-lived and indefinite-lived assets. Lease intangibles represents the allocation of a portion of the purchase price of a property acquisition representing the estimated value of in-place leases, unamortized lease origination costs, tenant relationships and land purchase options. Intangible assets that are not deemed to have an indefinite useful life are amortized over their estimated useful lives. Indefinite-lived assets are not amortized.

We test for impairment of goodwill and other definite and indefinite lived assets at least annually, and more frequently as circumstances warrant. Impairment is recognized only if the carrying amount of the intangible asset is considered to be unrecoverable from its undiscounted cash flows and is measured as the difference between the carrying amount and the estimated fair value of the asset.

Sales of Real Estate Assets. Effective January 1, 2018, we adopted the guidance of ASC 610-20, Other Income - Gains and Losses from the Derecognition of Nonfinancial Assets ("ASC 610-20"), which applies to sales or transfers to noncustomers of nonfinancial assets or in substance nonfinancial assets that do not meet the definition of a business. Generally, our sales of real estate would be considered a sale of a nonfinancial asset as defined by ASC 610-20.

ASC 610-20 refers to the revenue recognition principles under ASU No. 2014-09. Under ASC 610-20, if we determine we do not have a controlling financial interest in the entity that holds the asset and the arrangement meets the criteria to be accounted for as a contract, we would derecognize the asset and recognize a gain or loss on the sale of the real estate when control of the underlying asset transfers to the buyer.

Revenue Recognition. We recognize minimum rent, including rental abatements, lease incentives and contractual fixed increases attributable to operating leases, on a straight-line basis over the term of the related leases when collectibility is reasonably assured and record amounts expected to be received in later years as deferred rent receivable. If the lease provides for tenant improvements, we determine whether the tenant improvements, for accounting purposes, are owned by the tenant or by us. When we are the owner of the tenant improvements, the tenant is not considered to have taken physical possession or have control of the physical use of the leased asset until the tenant improvements are substantially completed. When the tenant is the owner of the tenant improvements, any tenant improvement allowance (including amounts that the tenant can take in the form of cash or a credit against its rent) that is funded is treated as a lease incentive and amortized as a reduction of revenue over the lease term. Tenant improvement ownership is determined based on various factors including, but not limited to:

- whether the lease stipulates how a tenant improvement allowance may be spent;
- whether the amount of a tenant improvement allowance is in excess of market rates;
- whether the tenant or landlord retains legal title to the improvements at the end of the lease term;
- whether the tenant improvements are unique to the tenant or general-purpose in nature; and
- whether the tenant improvements are expected to have any residual value at the end of the lease.

We record property operating expense reimbursements due from tenants for common area maintenance, real estate taxes, and other recoverable costs in the period the related expenses are incurred.

We make estimates of the collectibility of our tenant receivables related to base rents, including deferred rent receivable, expense reimbursements and other revenue or income. We specifically analyze accounts receivable, deferred rent receivable, historical bad debts, customer creditworthiness, current economic trends and changes in customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. In addition, with respect to tenants in bankruptcy, management makes estimates of the expected recovery of pre-petition and post-petition claims in assessing the estimated collectibility of the related receivable. In some cases, the ultimate resolution of these claims can exceed one year. When a tenant is in bankruptcy, we will record a bad debt reserve for the tenant's receivable balance and generally will not recognize subsequent rental revenue until cash is received or until the tenant is no longer in bankruptcy and has the ability to make rental payments.

Effective January 1, 2018, we adopted ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU No. 2014-09") using the modified retrospective approach, which requires a cumulative effect adjustment as of the date of our adoption. Under the modified retrospective approach, an entity may also elect to apply this standard to either (i) all contracts as of January 1, 2018 or (ii) only to contracts that were not completed as of January 1, 2018. A completed contract is a contract for which all (or substantially all) of the revenue was recognized under legacy GAAP that was in effect before the date of initial application. We elected to apply this standard only to contracts that were not completed as of January 1, 2018.

Based on our evaluation of contracts within the scope of ASU No. 2014-09, revenue that is impacted by ASU No. 2014-09 includes revenue generated by sales of real estate, other operating income and tenant reimbursements for substantial services earned at our properties. The recognition of such revenue will occur when the services are provided and the performance obligations are satisfied. The Company's adoption of ASU No. 2014-09 does not have a significant impact on its consolidated financial statements.

Income Taxes. We have elected to be taxed as a REIT under Sections 856 through 860 of the Code, for federal income tax purposes. To maintain our qualification as a REIT, we are required to distribute at least 90% of our REIT taxable income to our stockholders and meet the various other requirements imposed by the Code relating to such matters as operating results, asset holdings, distribution levels and diversity of stock ownership. Provided we maintain our qualification for taxation as a REIT, we are generally not subject to corporate level income tax on the earnings distributed currently to our stockholders that we derive from our REIT qualifying activities. If we fail to maintain our qualification as a REIT in any taxable year, and are unable to avail ourselves of certain savings provisions set forth in the Code, all of our taxable income would be subject to federal income tax at regular corporate rates, including any applicable alternative minimum tax. We are subject to certain state and local income taxes.

We, together with one of our entities, have elected to treat such subsidiaries as taxable REIT subsidiaries (a "TRS") for federal income tax purposes. Certain activities that we undertake must be conducted by a TRS, such as non-customary services for our tenants, and holding assets that we cannot hold directly. A TRS is subject to federal and state income taxes.

Fair Value Measurements. Certain assets and liabilities are required to be carried at fair value, or if long-lived assets are deemed to be impaired, to be adjusted to reflect this condition. The guidance requires disclosure of fair values calculated under each level of inputs within the following hierarchy:

Level 1 – Quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs other than quoted process that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs for the asset or liability.

Fair value is defined as the price at which an asset or liability is exchanged between market participants in an orderly transaction at the reporting date. Our cash equivalents, mortgage notes receivable, accounts receivable and payables and accrued liabilities all approximate fair value due to their short term nature. Management believes that the recorded and fair values of notes payable are approximately the same as of December 31, 2018 and 2017.

Depreciation and Amortization. The Company records depreciation and amortization expense using the straight-line method over the useful lives of the respective assets. The cost of buildings are depreciated over estimated useful lives of 39 years, the costs of improvements are amortized over the shorter of the estimated life of the asset or term of the tenant lease (which range from 1 to 10 years), and the cost of furniture, fixtures and equipment are depreciated over 4 to 5 years.

RESULTS FROM OPERATIONS FOR THE YEARS ENDED December 31, 2018 AND 2017

Our results from operations for 2018 and 2017 are not indicative of those expected in future periods as we expect that rental income, interest expense, rental operating expense, general and depreciation and amortization will significantly change in future periods as a result of the assets sold over the last two years, potential sale of real estate assets in 2019 in order to generate sufficient cash proceeds to settle the Company's obligation to redeem its Series B Preferred Stock, which are mandatorily redeemable on August 1, 2019, and the growth through future acquisitions of real estate related investments.

Revenues. Total revenue was \$32.3 million for the year ended December 31, 2018, compared to \$33.4 million for the same period in 2017, a decrease of \$1.0 million or 3.1%. The decrease in rental income as reported in 2018 as compared to 2017 reflect:

- A net decrease in rental income of \$296,000 related to the sales of three properties during the first and second quarter of 2017;
- Lower revenue from the same store properties for the year ended December 31, 2018 compared to 2017 and occupancy decreased to 83.4% for 2018 compared to 87.2% for 2017.
- A favorable insurance claim in 2017 of approximately \$525,000 in excess of the cost to repair roof damage at one of the properties; offset by
- A net increase in model home transaction fees of approximately \$183,000 as a result of 2018 acquisitions;
- A net increase in model home rental income of approximately \$576,000 as a result of 2018 acquisitions.

Rental Operating Costs. Rental operating costs were \$10.9 million for the year ended December 31, 2018 compared to \$10.7 million for the same period in 2017, an increase of \$163,000 or 1.5%. The increase in rental operating costs was due to an increase in routine contracted expenses and utilities due to extreme weather conditions in 2018. Rental operating costs as a percentage of revenue remained consistent at 33.7% and 32.1% for the years ended December 31, 2018 and 2017, respectively.

General and Administrative Expenses. General and administrative ("G&A") expenses were \$4.5 million for the year ended December 31, 2018, compared to \$5.2 million for the same period in 2017, representing a decrease of approximately \$668,000 or 12.8%. These expenses are semi-fixed and do not necessarily correlate to total revenue. The decrease in G&A expense was primarily due to a decrease in salary and bonus compensation of \$552,000 and a decrease in stock compensation expense of \$98,000. As a percentage of total revenue, our general and administrative costs was 14.0% and 15.6% for the years ended December 31, 2018 and 2017, respectively.

Depreciation and Amortization. Depreciation and amortization expenses were \$9.1 million for the year ended December 31, 2018, compared to \$9.7 million for the same period in 2017, representing a decrease of \$609,000 or 6.3%. The decrease in depreciation costs is associated with the properties sold in 2018 and 2017.

Asset Impairments. We review the carrying value of each of our real estate properties annually to determine if circumstances indicate an impairment in the carrying value of these investments exists. During 2018, we recognized an impairment charge of \$533,000 on the Waterman Plaza property. This impairment charges reflect management's estimate of the fair market value based on sales and leasing comparables of like property in the same geographical area as well as an evaluation of future cash flows. There were no impairment charges during 2017.

Interest Expense-Series B Preferred Stock. The Series B preferred stock issued in August 2014 includes a mandatory redemption and therefore, is treated as a liability for financial reporting purposes. The dividends paid and the amortization of the deferred offering costs are considered interest expense for reporting purposes under generally accepted accounting principles ("GAAP"). Dividends paid totaled \$4.9 million and \$4.4 million, respectively, for the years ended December 31, 2018 and 2017. The amortization of the deferred offering costs was approximately \$147,000 and \$630,000, respectively, for the years ended December 31, 2018 and 2017. The initial deferred offering costs were fully amortized in August 2017 resulting in the decrease in 2018 compared to 2017. The remaining unamortized deferred offering costs relate to the fees paid to extend the redemption date to August 2019.

Interest Expense-mortgage notes. Interest expense, including amortization of deferred finance charges, increased by approximately \$400,000, or 5.0%, to approximately \$8.3 million for the year ended December 31, 2018 compared to \$7.9 million for the same period in 2017. Interest expense associated with Model Home properties acquired during 2018 and one new loan on a previously unencumbered property account for all of this increase. The weighted average interest rate on our outstanding debt remained at 4.6% and 4.7% at December 31, 2018 and December 31, 2017

Gain on Sale of Real Estate Assets. For the year ended December 31, 2018, the Company recognized a net gain of approximately \$12.2 million due to the sale of Port of San Diego Complex, Pacific Oaks Plaza, Yucca Valley Retail Center and 33 model homes. The sale of Port of San Diego Complex and Yucca Valley Retail Center resulted in a gain of approximately \$11.4 million. The sale of Pacific Oaks Plaza resulted in a loss of approximately \$232,000. The sale of 33 model homes resulted in a gain of approximately \$988,000. For year ended December 31, 2017, the Company recognized a net gain of approximately \$2.6 million due to the sales of Rangewood Medical Office Building, Regatta Square Retail Center, Shoreline Medical Building and 23 model homes. The sale of Rangewood Medical Office Building resulted in a loss of approximately \$170,000. The sale of Regatta Square resulted in a gain of approximately \$756,000. The sale of the Shoreline Medical Office Building resulted in a gain of approximately \$1.3 million. The sale of 23 model homes resulted in a gain of approximately \$735,000.

Income Tax Expense. For the year ended December 31, 2018, the income tax expense increased by increased by \$310,000 to \$519,000 for the year ended December 31, 2018 compared to \$209,000 for the year ended December 31, 2017 primarily due additional federal and state taxes for capital gains from the sale of the three properties in the fourth quarter of 2018.

Income allocated to non-controlling interests. Income allocated to non-controlling interests for the year ended December 31, 2018 totaled \$1,068,000 when compared to December 31, 2017 of \$642,000. Approximately \$865,000 and \$576,000 was attributable to the model home partnerships for the year ended December 31, 2018 and 2017, respectively that are owned under four limited partnerships of which the Company has a minority interest.

LIQUIDITY AND CAPITAL RESOURCES

Overview

Our future sources of liquidity may include existing cash and cash equivalents, cash flows from operations, new mortgages on our encumbered properties, refinancing of existing mortgages, additional borrowings of secured or unsecured indebtedness, real estate sales and the possible sale of additional equity/debt securities. Our available liquidity at December 31, 2018 included cash and cash equivalents of \$5.8 million.

Our future capital needs include paying down existing borrowings, maintaining our existing properties, funding tenant improvements, paying lease commissions (not covered by lender held reserve deposits), and the payment of a competitive dividends to our stockholders. We also are actively seeking investments that are likely to produce income and achieve long term gains in order to pay distributions to our stockholders. To ensure that we are able to effectively execute these objectives, we routinely review our liquidity requirements and continually evaluate all potential sources of liquidity.

Our short term liquidity needs include the Company's 16,900 shares of Series B Preferred Stock that are mandatorily redeemable by the Company on August 1, 2019 for \$16.9 million in cash, paying our current operating costs, satisfying the debt service requirements of our existing mortgages, completing tenant improvements, paying leasing commissions, and funding for our distributions to stockholders. During the year ended December 31, 2018, our principal debt service was \$31.4 million (debt paid off in connection with sales of real estate was \$23.4 million). The distributions to our common shareholders was zero and the net cash provided by our operating activities totaled approximately \$432,000. We believe that the cash flow from our existing portfolio, distributions from joint ventures in Model Home partnerships and property sales during 2019 will be sufficient to fund our near term operating costs, capital expenditures and the cash portion of distributions to stockholders. If our cash flow from operating activities is not sufficient to fund our short term liquidity needs, we will fund a portion of these needs from additional borrowings of secured or unsecured indebtedness, from real estate sales, or we will reduce the rate of dividends to the stockholders.

The Company's 16,900 shares of Series B Preferred Stock are mandatorily redeemable by the Company on August 1, 2019 for \$16.9 million in cash. As of December 31, 2018 the Company did not have sufficient cash on hand and is not expected to generate enough cash to redeem such shares. It is management's intent to obtain additional borrowing of secured or unsecured indebtedness, sell properties, or reduce the rate of distributions to the stockholders in order to obtain proceeds suffice to settle this obligation. Under the terms of our Series B Preferred Stock financing, if there is an event of default, the investor may exercise various remedies, including a change of control via replacing a majority of the Board of Directors. If we fail to comply with the payment obligations, then we may trigger an event of default. The terms of our Series B Preferred Stock financing provide that, upon the occurrence of an event of default, the investor will have the right to take the unilateral action to, or cause the Company to, among other things:

- Replace property managers and leasing agents;
- Following 180 days after the mandatory redemption date of August 1, 2019 for the Series B Preferred Stock, sell any property of the Company, except as otherwise required under applicable law;
- Implement all major decisions listed above and in the Investor Agreement, except as otherwise required under applicable law;
- Refinance, repay or prepay any senior loans of the Company;

- Cure any default under any senior loans of the Company; and
- Elect six individuals to serve as members of the Board of Directors of the Company.

The ability of our investor to replace a majority of our board of directors upon an event of default would give control of the Company to the investor. Such a change of control, or the exercise of other rights upon an event of default, could result in a material adverse effect on us, including our business, results of operations and financial condition.

Our short term liquidity needs include satisfying the debt service requirements of our existing mortgages. If our cash flow from operating activities is not sufficient to fund our short term liquidity needs, we will fund a portion of these needs from additional borrowings of secured or unsecured indebtedness, from real estate sales, or we will reduce the rate of distribution to the stockholders.

Our long-term liquidity needs include proceeds necessary to grow and maintain our portfolio of investments. We believe that the potential financing capital available to us in the future is sufficient to fund our long-term liquidity needs. We are continually reviewing our existing portfolio to determine which properties have met our short and long term goals and reinvesting the proceeds in properties with better potential to increase performance. We expect to obtain additional cash in connection with refinancing of maturing mortgages and assumption of existing debt collateralized by some or all of our real property in the future to meet our long-term liquidity needs. If we are unable to arrange a line of credit, borrow on unencumbered properties, or sell securities to the public we may not be able to acquire additional properties to meet our long-term objectives.

Cash, Cash Equivalents and Restricted Cash

At December 31, 2018, we had approximately \$9.8 million in cash, cash equivalents and restricted cash. Our cash equivalents and restricted cash consist of invested cash and cash in our operating accounts and are held in bank accounts at third party institutions. During 2018 and 2017, we did not experience any loss or lack of access to our cash or cash equivalents. Approximately \$2.3 million of our cash balance is restricted and intended for capital expenditures on existing properties (net of deposits held in reserve accounts by our lenders). We intend to use the remainder of our existing cash and cash equivalents for pay off of principal debt, acquisitions, general corporate purposes and distributions to our stockholders.

Secured Debt

As of December 31, 2018, the Company had one variable-rate mortgage note payable with a principal amount of \$3.4 million and fixed-rate mortgage notes payable in the aggregate principal amount of \$115.1 million, collateralized by a total of 19 properties with loan terms at issuance ranging from 2 to 21 years. The weighted-average interest rate on the mortgage notes payable as of December 31, 2018 was approximately 4.6%, and our debt to estimated market value ratio on these properties was approximately 57.5%.

As of December 31, 2018, NetREIT Dubose, and related entities, had 142 fixed-rate mortgage notes payable in the aggregate principal amount of \$32.7 million, collateralized by 142 Model Home Properties. These loans generally have a term at issuance of three to five years. The average loan balance per home outstanding and the weighted-average interest rate on these mortgage loans are approximately \$230,000 and 4.8%, respectively as of December 31, 2018. Our debt to estimated market value ratio on these properties is approximately 58.2%. The Company has guaranteed these mortgage notes payable.

Cash Flows for the years ended December 31, 2018 and December 31, 2017.

Operating Activities: Net cash provided by operating activities for the years ended December 31, 2018 and 2017 decreased by \$5.2 million to approximately \$432,000 from \$5.6 million. The decrease is primarily due to increases in property taxes and changes in timing of payments.

Investing Activities: Net cash provided by investing activities during the years ended December 31, 2018 was \$25.6 million compared to \$1.1 million of cash used in the same period in 2017. The increase in net cash provided by investing activities is primarily due to proceeds from real estate sales exceeding real estate purchases in 2018. During the year ended December 31, 2018, we purchased 45 model homes for \$17.3 million and received proceeds from the sale of 33 model homes and three commercial properties totaling approximately \$47.2 million. During the year ended December 31, 2017 we purchased 47 model homes for \$17.6 million and received proceeds from the sales of 23 model homes and three commercial properties totaling \$20.6 million.

We currently project that we could spend up to \$2.3 million (net of deposits held in reserve accounts by lenders) on capital improvements, tenant improvements and leasing costs for properties within our portfolio on an annual basis. Capital expenditures may fluctuate in any given period subject to the nature, extent, and timing of improvements required to the properties. We may spend more on capital expenditures in the future due to rising construction costs and the anticipated increase in property acquisitions. Tenant improvements and leasing costs may also fluctuate in any given year depending upon factors such as the property, the term of the lease, the type of lease, the involvement of external leasing agents and overall market conditions.

Financing Activities: Net cash used in financing activities during the years ended December 31, 2018 was \$24.6 million compared to cash provided of \$3.6 million for the same period in 2017. The increase in net cash used in financing activities is primarily due to proceeds received from new mortgage notes payable offset by redeeming 13,800 shares of Series B Preferred Shares for \$13.8 million during the year ended December 31, 2018.

Off-Balance Sheet Arrangements

As of December 31, 2018, we do not have any off-balance sheet arrangements or obligations, including contingent obligations.

Non-GAAP Supplemental Financial Measures:

Funds From Operations (“FFO”)

Management believes that FFO is a useful supplemental measure of our operating performance. We compute FFO using the definition outlined by the National Association of Real Estate Investment Trusts (“NAREIT”). NAREIT defines FFO as net income (loss) in accordance with GAAP, plus depreciation and amortization of real estate assets (excluding amortization of deferred financing costs and depreciation of non-real estate assets), plus impairment write downs of depreciable real estate and excluding gains and losses from sales of depreciable operating property and extraordinary items, as defined by GAAP.

Modified Funds From Operations (“MFFO”)

We define MFFO, a non-GAAP measure, consistent with the Investment Program Association’s (“IPA”) Guideline 2010-01, Supplemental Performance Measure for Publicly Registered, Non-Listed REIT Modified Funds From Operations, or the Practice Guideline, issued by the IPA in November 2010. The Practice Guideline defines MFFO as FFO further adjusted for the following items, as applicable, included in the determination of GAAP net income: acquisition fees and expenses; amounts relating to deferred rent receivables and amortization of above-market and below-market leases and liabilities (which are adjusted in order to reflect such payments from a GAAP accrual basis to a cash basis of disclosing the rent and lease payments); accretion of discounts and amortization of premiums on debt investments; nonrecurring impairments of real estate-related investments (i.e., infrequent or unusual, not reasonably likely to recur in the ordinary course of business); mark-to-market adjustments included in net income; nonrecurring gains or losses included in net income from the extinguishment or sale of debt, hedges, foreign exchange, derivatives or securities holdings where trading of such holdings is not a fundamental attribute of the business plan, unrealized gains or losses resulting from consolidation from, or deconsolidation to, equity accounting, and after adjustments for consolidated and unconsolidated partnerships and joint ventures, with such adjustments calculated to reflect MFFO on the same basis. The accretion of discounts and amortization of premiums on debt investments, nonrecurring unrealized gains and losses on hedges, foreign exchange, derivatives or securities holdings, unrealized gains and losses resulting from consolidations, as well as other listed cash flow adjustments are adjustments made to net income in calculating the cash flows provided by operating activities and, in some cases, reflect gains or losses which are unrealized and may not ultimately be realized.

In calculating MFFO, we exclude acquisition related expenses, amortization of above-market and below-market leases, deferred rent receivables and the adjustments of such items related to noncontrolling interests. Under GAAP, acquisition fees and expenses are characterized as operating expenses in determining operating net income. These expenses are paid in cash by us. All paid and accrued acquisition fees and expenses will have negative effects on returns to investors, the potential for future distributions, and cash flows generated by us, unless earnings from operations or net sales proceeds from the disposition of other properties are generated to cover the purchase price of the property, these fees and expenses and other costs related to such property. The acquisition of properties, and the corresponding acquisition fees and expenses, is the key operational feature of our business plan to generate operational income and cash flow to fund distributions to our stockholders. Further, under GAAP, certain contemplated non-cash fair value and other non-cash adjustments are considered operating non-cash adjustments to net income in determining cash flow from operating activities.

Other REITs may use different methodologies for calculating FFO and MFFO and, accordingly, our FFO and MFFO may not be comparable to other REITs. Because FFO and MFFO excludes depreciation and amortization, gains and losses from property dispositions that are available for distribution to stockholders and extraordinary items, it provides a performance measure that, when compared year over year, reflects the impact to operations from trends in occupancy rates, rental rates, operating costs, development activities, general and administrative expenses and interest costs, providing a perspective not immediately apparent from net income. In addition, Management believes that FFO and MFFO provides useful information to the investment community about our financial performance when compared to other REITs since FFO and MFFO is generally recognized as the industry standard for reporting the operations of REITs. However, FFO and MFFO should not be viewed as an alternative measure of our operating performance since it does not reflect either depreciation and amortization costs or the level of capital expenditures and leasing costs necessary to maintain the operating performance of our properties which are significant economic costs and could materially impact our results from operations.

The following table presents our FFO and MFFO for the years ended December 31:

	For the Year Ended December 31,	
	2018	2017
Net income (loss) attributable to Presidio Property Trust, Inc. common stockholders	\$ 3,384,294	\$ (3,484,416)
Adjustments:		
Income attributable to noncontrolling interests	1,068,429	642,336
Depreciation and amortization	9,101,605	9,710,265
Impairment of real estate assets	532,951	-
Gain on sale of real estate assets	(12,200,138)	(2,623,469)
FFO	\$ 1,887,141	\$ 4,244,716
Straight-line rent adjustment	(45,778)	(624,562)
Amortization of above and below market leases, net	(825,567)	(206,868)
Amortization of restricted stock compensation	460,651	558,734
Amortization of financing costs	675,087	1,090,854
Real estate acquisition costs	26,177	72,897
MFFO	\$ 2,177,711	\$ 5,135,771

No conclusion or comparisons should be made from the presentation of these figures.

Same-Property Operating Results for the years ended December 31, 2018 and 2017.

The table below presents the 2018 and 2017 operating results for the Company's commercial rental properties owned as of December 31, 2018 and for the year ending December 31, 2017. The table below excludes model home operations as the rental rates do not fluctuate during the term of the lease and there are no operating expenses. The Company believes that this type of non-GAAP financial measure, when considered with our financial statements prepared in accordance with GAAP, is useful to investors to better understand the Company's operating results. Properties are included in this analysis if they were owned and operated for the entirety of both periods being compared. Further, same-property operating results is a measure for which there is no standard definition and, as such, it is not consistently defined or reported on among the Company's peers, and thus may not provide an adequate basis for comparison between REITs.

	For the Year Ended December 31,		Variance	
	2018	2017	\$	%
Rental revenues	\$ 24,966,654	\$ 25,796,774	\$ (830,120)	-3.2%
Rental operating costs	10,421,594	10,282,090	139,504	1.4%
Net operating income	\$ 14,545,060	\$ 15,514,684	\$ (969,624)	-6.2%
Operating Ratios:				
Number of same properties	19	19		
Same-property occupancy, end of period	83.4%	87.2%		-3.8%
Same-properties operating costs as a percentage of total revenues	41.7%	39.9%		1.9%

Overview

Same-store property NOI decreased for the year ended December 31, 2018 as compared to the corresponding period in 2017 as evidenced by the decrease in rental revenues of 3.2%. Rental revenues decreased due to lower same-property occupancy of 83.4% for the year ended December 31, 2018 compared to 87.2% for the same period in 2017. Rental operating costs as a percentage of total revenues increased approximately 1.4% for the year ended December 31, 2018 when compared to the same period in 2017.

Leasing

Our same-store decline in growth is primarily driven by lower to flat rental rates on new leases and lease renewals and changes in portfolio occupancy. Over the long-term, we believe that the infill nature and strong demographics of our properties provide us with a strategic advantage, allowing us to achieve higher occupancy and increase rental rates. We have continued to see signs of improvement for many of our tenants as well as increased interest from prospective tenants for our spaces. While there can be no assurance that these positive signs will continue, we remain cautiously optimistic regarding the improved trends we have seen over the past few years. We believe the locations of our properties and diverse tenant base mitigate the potentially negative impact of a poor economic environment. However, any reduction in our tenants' abilities to pay base rent, percentage rent or other charges, may adversely affect our financial condition and results of operations.

During the quarter ended December 31, 2018, we signed 25 leases (12 new leases and 13 renewals) for a total of 99,181 square feet of space leases, of which 46,487 square feet related to comparable leases. Comparable leases signed had an average rental rate increase of 38.1% on a cash basis and an average rental decrease of 5.3% on a straight-line basis. New office leases for comparable spaces were signed for 3,274 square feet at an average rental rate increase of 2.4% on a cash basis and an average rental rate increase of 11.3% on a straight-line basis. Renewals for comparable office spaces were signed for 43,213 square feet at an average rental rate increase of 41.5% on a cash basis and decrease of 6.9% on a straight-line basis. Non comparable new leases were signed for 52,694 square feet.

During the year ended December 31, 2018, we signed 79 leases (36 new leases and 43 renewals) for a total of 304,660 square feet of space leases, of which 177,280 square feet related to comparable leases. Comparable leases signed had an average rental rate increase of 14.2% on a cash basis and an average rental increase of 6.0% on a straight-line basis. New office leases for comparable spaces were signed for 19,154 square feet at an average rental rate increase of 4.3% on a cash basis and an average rental rate increase of 7.8% on a straight-line basis. Renewals for comparable office spaces were signed for 158,126 square feet at an average rental rate increase of 15.6% on a cash basis and increase of 5.7% on a straight-line basis. Non comparable new leases were signed for 127,380 square feet.

Impact of Downtime and Rental Rate Changes

The downtime between a lease expiration and a new lease commencement, typically ranging from 6-24 months, can negatively impact total NOI and same property NOI. In addition, office leases, both new and lease renewals typically contain upfront rental and /or operating expense abatement periods which delay the cash flow benefits of the lease even after the new lease or renewal has commenced. If we are unable to replace expiring leases with new or renewal leases at rental rates equal to or greater than the expiring rates, rental rate roll downs can also negatively impact total NOI and same property NOI comparisons. Our geographically diverse portfolio model results in rent roll ups that can fluctuate widely on a market by market basis; however, given the large volume of leasing activity over the last several years, we estimate that our portfolio, taken as a whole, is currently at market. Total NOI and same property NOI comparisons for any given period may still fluctuate as a result of rent roll ups and roll downs, however, depending on the leasing activity in individual geographic markets during the respective period.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not required.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements required by this item are filed with this report as described under Item 15.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to Management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure based closely on the definition of "disclosure controls and procedures" in Rule 13a-14(c). In designing and evaluating the disclosure controls and procedures, Management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and Management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our Management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the fiscal quarter ended December 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting

Our Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Under the supervision and with the participation of our Management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on our evaluation under the framework in *Internal Control — Integrated Framework*, our Management concluded that our internal control over financial reporting was effective as of December 31, 2018.

This annual report on Form 10-K does not include an attestation report of the Company's independent registered public accounting firm regarding our internal control over financial reporting as such report is not required for the Company.

ITEM 9B. OTHER INFORMATION

None.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is set forth under the captions "Board of Directors" and "Executive Officers of the Company" and "Section 16(a) Beneficial Ownership Reporting Compliance" in our definitive Proxy Statement for the 2018 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, and is incorporated herein by reference. The Annual Meeting of Stockholders is presently scheduled to be held on May 23, 2019.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is set forth under the caption "Executive Compensation" in our definitive Proxy Statement for the 2019 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item will be set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in our definitive Proxy Statement for the 2019 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item is set forth under the caption "Related Party Transactions" in our definitive Proxy Statement for the 2019 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is set forth under the caption "Independent Registered Public Accounting Firm Fees and Services" in our definitive Proxy Statement for the 2019 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(1) Financial Statements - the following documents are filed as part of this report:

- Report of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2018 and 2017
- Consolidated Statements of Operations for the years ended December 31, 2018 and 2017
- Consolidated Statements of Equity for the years ended December 31, 2018 and 2017
- Consolidated Statements of Cash Flows for the years ended December 31, 2018 and 2017
- Notes to Consolidated Financial Statements

(2) Financial Statement Schedules - the following documents are filed as part of this report:

- Schedule III - Real Estate Assets and Accumulated Depreciation and Amortization as of December 31, 2018

All other financial statement schedules have been omitted for the reason that the required information is presented in the financial statements or notes thereto, the amounts involved are not significant or the schedules are not applicable.

(3) Exhibits - an index to the Exhibits as filed as part of this Form 10-K is set forth below.

<u>Number</u>	<u>Description</u>
3.1	<u>Articles of Merger filed with the Maryland State Department of Assessments and Taxation and the California Secretary of State on August 4, 2010 (incorporated by reference to Exhibit 3.03 of the Company's Current Report on Form 8-K filed on August 10, 2010).</u>
3.2	<u>Articles of Amendment and Restatement of the Articles of Incorporation, dated as of July 30, 2010 (incorporated by reference to Exhibit 3.01 of the Company's Current Report on Form 8-K filed on August 10, 2010).</u>
3.3	<u>Articles Supplementary filed on August 4, 2014 (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed on August 8, 2014).</u>
3.4	<u>Second Amended and Restated Bylaws of Presidio Property Trust, Inc. (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed on October 19, 2017).</u>
4.1	<u>Form of Series A Common Stock Certificate (incorporated by reference to Exhibit 4.1 of the Company's Registration Statement on Form 10-12B filed on May 6, 2008).</u>
4.3	<u>Specimen Certificate for Series B Preferred Stock (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K filed August 8, 2014).</u>
4.4	<u>Investor Agreement dated as of August 4, 2014 between the Company and PFP III Sub II, LLC (incorporated by reference to Exhibit 1.2 of the Company's Current Report on Form 8-K filed on August 8, 2014).</u>
10.1+	<u>1999 Flexible Incentive Plan (incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form 10-12B filed on May 6, 2008).</u>
10.2	<u>Dividend Reinvestment Plan (incorporated by reference to Exhibit 10.2 of the Company's Registration Statement on Form 10-12B filed on May 6, 2008).</u>
10.3	<u>Loan Assumption and Security Agreement, and Note Modification Agreement dated August 1, 2009 between La Jolla Bank, FSB and the Company (incorporated by reference to Exhibit 10.7 of the Company's Current Report on Form 8-K filed on August 27, 2009).</u>
10.4	<u>Promissory Note dated March 16, 2004 between Monterey Palms Self Storage, LLC and La Jolla Bank, FSB (incorporated by reference to Exhibit 10.8 of the Company's Current Report on Form 8-K filed on August 27, 2009).</u>
10.5	<u>Loan Agreement between Jackson National Life Insurance Company and the Company (incorporated by reference to Exhibit 10.15 of the Company's Current Report on Form 8-K filed on August 27, 2010).</u>
10.6	<u>Fixed Rate Promissory Note between Jackson National Life Insurance Company and the Company (incorporated by reference to Exhibit 10.16 of the Company's Current Report on Form 8-K filed on August 27, 2010).</u>

Number	Description
10.7+	<u>Employment Agreement for Mr. Heilbron, effective as of October 18, 2017.*</u>
10.8+	<u>Employment Agreement for Mr. Elsberry, effective as of January 1, 2018.*</u>
10.9+	<u>Employment Agreement for Mr. Dubose, effective as of January 1, 2011 (incorporated by reference to Exhibit 10.17 of the Company's Current Report on Form 8-K filed on January 24, 2011).</u>
10.10+	<u>Form of Indemnification Agreement entered into between the Company and each of its directors and executive officers (incorporated by reference to Exhibit 10.10 of the Company's Registration Statement on Form S-11 filed on September 18, 2017).</u>
10.11	<u>Agreement of Purchase & Sale between the Company and Mullrock 3 Murphy Canyon, LLC, dated as of July 12, 2010 (incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K filed on August 13, 2010).</u>
10.12	<u>Purchase & Sale Agreement and Joint Escrow Instructions to acquire Dakota Bank Building dated January 31, 2011 between Dakota Bank Building Limited Partnership and the Company (incorporated by reference to Exhibit 10.18 of the Company's Current Report on Form 8-K filed on February 3, 2011).</u>
10.13	<u>Promissory Note—Dakota Bank Buildings dated May 26, 2011 between NetREIT Broadway, Inc. and Dougherty Funding LLC (incorporated by reference to Exhibit 10.19 of the Company's Current Report on Form 8-K/A filed on May 31, 2011).</u>
10.14	<u>Mortgage, Security Agreement and Fixture Financing Statement—Dakota Bank Buildings dated May 26, 2011 between NetREIT Broadway, Inc. and Dougherty Funding LLC (incorporated by reference to Exhibit 10.20 of the Company's Current Report on Form 8-K/A filed on May 31, 2011).</u>
10.15	<u>Property Contribution Agreement and Joint Escrow Instructions-Port of San Diego Complex dated September 6, 2011 between LGI Delaware, LLC and the Company (incorporated by reference to Exhibit 10.21 of the Company's Current Report on Form 8-K filed on September 12, 2011).</u>
10.16	<u>First Amended and Restated NetREIT National City Partners, LP Limited Partnership Agreement dated December 8, 2011 (incorporated by reference to Exhibit 10.25 of the Company's Current Report on Form 8-K filed on December 30, 2011).</u>
10.17	<u>Assumption Agreement—NetREIT National City Partners, LP entered into as of December 8, 2011 (incorporated by reference to Exhibit 10.26 of the Company's Current Report on Form 8-K filed on December 30, 2011).</u>
10.18	<u>NetREIT National City Partners LP Promissory Note dated February 27, 2013 between NetREIT National City Partners, LP and Western-Southern Life Assurance Company (incorporated by reference to Exhibit 10.31 of the Company's Current Report on Form 8-K filed on March 5, 2013).</u>
10.19	<u>NetREIT National City Partners LP Deed of Trust dated February 27, 2013 between NetREIT National City Partners, LP and Western-Southern Life Assurance Company (incorporated by reference to Exhibit 10.32 of the Company's Current Report on Form 8-K filed on March 5, 2013).</u>
10.20	<u>Preferred Stock Purchase Agreement dated August 4, 2014 between the Company and PFP III Sub II, LLC (incorporated by reference to Exhibit 1.1 of the Company's Current Report on Form 8-K filed on August 8, 2014).</u>
10.21	<u>Purchase and Sale Agreement and Joint Escrow Instructions among NetREIT Highland, LLC, NetREIT Joshua, LLC, NetREIT Casa Grande, LP, NetREIT Sunrise, LLC, NetREIT, Inc. and Sparky's Storage 18 (CA) LP, dated as of February 6, 2015; as amended by the First Amendment dated February 25, 2015, and the Second Amendment dated April 2, 2015 (incorporated by reference to Exhibit 99.1 of the Company's Current Report on Form 8-K filed on April 15, 2015).</u>
10.22++	<u>Purchase and Sale Agreement dated November 10, 2015 between Highlands Ranch Shea Center II, LLC and the Company (incorporated by reference to Exhibit 10.35 of the Company's Current Report on Form 8-K filed on November 12, 2015).</u>
10.23+	<u>Form of Restricted Stock Agreement under 1999 Flexible Incentive Plan (incorporated by reference to Exhibit 10.23 of the Company's Registration Statement on Form S-11 filed on September 18, 2017).</u>
10.24+	<u>Presidio Property Trust, Inc. 2017 Incentive Award Plan (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed on October 19, 2017).</u>
10.25+	<u>Form of Restricted Stock Agreement under 2017 Incentive Award Plan (incorporated by reference to Exhibit 10.25 of the Company's Registration Statement on Form S-11 filed on January 17, 2018).</u>

Number	Description
21.1	Subsidiaries of the Registrant*
23.1	Consent of Independent Registered Public Accounting Firm *
31.1	Certificate of the Company's Chief Executive Officer (Principal Executive Officer) pursuant to Exchange Act Rules 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
31.2	Certification of the Company's Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
31.3	Certification of the Company's Principal Accounting Officer pursuant to Exchange Act Rules 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
32.1	Certification of Chief Executive Officer, Chief Financial Officer and Principal Accounting Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. *
101.INS	XBRL Instance Document *
101.SCH	XBRL Taxonomy Extension Schema Document *
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document *
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document *
101.LAB	XBRL Taxonomy Extension Label Linkbase Document *
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document *

* Filed herewith

+ Denotes a compensatory plan or arrangement

++ Confidential treatment requested as to a portion of the exhibit. Confidential materials omitted and filed separately with the Securities and Exchange Commission.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Jack K. Heilbron</u> Jack K. Heilbron	Director, Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 22, 2019
<u>/s/ Adam Sragovicz</u> Adam Sragovicz	Chief Financial Officer	March 22, 2019
<u>/s/ Quyen T. Dao-Haddock</u> Quyen T. Dao-Haddock	Principal Accounting Officer	March 22, 2019
<u>/s/ William H. Allen</u> William H. Allen	Director	March 22, 2019
<u>/s/ David T. Bruen</u> David T. Bruen	Director	March 22, 2019
<u>/s/ Sumner J. Rollings</u> Sumner J. Rollings	Director	March 22, 2019
<u>/s/ Shirley Y. Bullard</u> Shirley Y. Bullard	Director	March 22, 2019
<u>/s/ Larry G. Dubose</u> Larry G. Dubose	Director, President, Dubose Advisors, LLC, Chief Financial Officer, NetREIT Dubose Model Home REIT, Inc.	March 22, 2019
<u>/s/ Kenneth W. Elsberry</u> Kenneth W. Elsberry	Director	March 22, 2019
<u>/s/ Thomas E. Schwartz</u> Thomas E. Schwartz	Director	March 22, 2019

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page</u>
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	F-1
FINANCIAL STATEMENTS:	
Consolidated Balance Sheets	F-2
Consolidated Statements of Operations	F-3
Consolidated Statements of Equity	F-4
Consolidated Statements of Cash Flows	F-5
Notes to Consolidated Financial Statements	F-6
Schedule III - Real Estate Assets and Accumulated Depreciation and Amortization	F-22

To the Shareholders and the Board of Directors of Presidio Property Trust, Inc. and Subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Presidio Property Trust, Inc. and Subsidiaries (the Company) as of December 31, 2018 and 2017, the related consolidated statements of operations, equity and cash flows for the years then ended, and the related notes to the consolidated financial statements, and schedule in Item 15 (a), Schedule III – Real Estate and Accumulated Depreciation and Amortization (collectively, the financial statements). In our opinion, the 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 the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the Company’s 16,900 shares of Series B Preferred Stock are mandatorily redeemable by the Company on August 1, 2019 for \$16.9 million in cash. It is management’s intent to obtain additional borrowings through additional secured or unsecured indebtedness, raise capital or sell real estate asset held for investment in order to obtain proceeds sufficient to settle this obligation; however there can be no assurance that the Company will be able to redeem these Series B Preferred Stock Shares upon maturity. Our opinion is not modified with respect to this matter.

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 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. Those standards require that we plan and perform the audits 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 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 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 regarding the amounts and disclosures in the 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 financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Squar Milner LLP

We have served as the Company’s auditor since 2009.

Irvine, California
March 22, 2019

Presidio Property Trust, Inc. and Subsidiaries
Consolidated Balance Sheets

	<u>December 31,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
ASSETS		
Real estate assets and lease intangibles:		
Land	\$ 36,615,681	\$ 35,482,107
Buildings and improvements	179,819,048	174,685,538
Tenant improvements	22,557,994	20,523,191
Lease intangibles	9,026,435	9,096,794
Real estate assets and lease intangibles held for investment, cost	248,019,158	239,787,630
Accumulated depreciation and amortization	(41,626,688)	(34,514,829)
Real estate assets and lease intangibles held for investment, net	206,392,470	205,272,801
Real estate assets held for sale, net	4,715,595	29,261,143
Real estate assets, net	211,108,065	234,533,944
Cash, cash equivalents and restricted cash	9,776,215	8,310,575
Deferred leasing costs, net	2,096,553	1,892,066
Goodwill	2,423,000	2,423,000
Other assets, net	7,646,207	7,337,280
TOTAL ASSETS	<u>\$ 233,050,040</u>	<u>\$ 254,496,865</u>
LIABILITIES AND EQUITY		
Liabilities:		
Mortgage notes payable related to real estate assets held for investment, net	\$ 148,193,181	\$ 141,330,911
Mortgage notes payable related to real estate assets held for sale, net	1,520,995	18,991,826
Mortgage notes payable, net	149,714,176	160,322,737
Accounts payable and accrued liabilities	5,751,245	7,142,720
Accrued real estate taxes	3,094,380	3,013,993
Dividends payable	1,075,371	-
Below-market leases, net	495,927	1,390,372
Mandatorily redeemable Series B Preferred Stock, net, \$0.01 par value, \$1,000 liquidating preference; shares authorized: 35,000; 16,900 and 30,700 shares issued and outstanding at December 31, 2018 and December 31, 2017, respectively, net	16,777,898	30,584,875
Total liabilities	<u>176,908,997</u>	<u>202,454,697</u>
Commitments and contingencies		
Stockholders' Equity:		
Common stock Series A, \$0.01 par value, shares authorized: 100,000,000; 17,721,422 and 17,667,857 shares issued and outstanding at December 31, 2018 and December 31, 2017, respectively	177,216	176,680
Additional paid-in capital	151,582,017	151,121,902
Dividends in excess of accumulated losses	(111,343,840)	(113,652,763)
Total stockholders' equity before noncontrolling interest	40,415,393	37,645,819
Noncontrolling interest	15,725,650	14,396,349
Total equity	<u>56,141,043</u>	<u>52,042,168</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 233,050,040</u>	<u>\$ 254,496,865</u>

See Notes to Consolidated Financial Statements

Presidio Property Trust, Inc. and Subsidiaries
Consolidated Statements of Operations

	For the Year Ended December 31,	
	2018	2017
Revenues:		
Rental income	\$ 31,141,558	\$ 31,832,530
Fee and other income	1,202,455	1,541,612
	<u>32,344,013</u>	<u>33,374,142</u>
Costs and expenses:		
Rental operating costs	10,886,719	10,723,464
General and administrative	4,532,703	5,200,592
Depreciation and amortization	9,101,605	9,710,265
Total costs and expenses	<u>24,521,027</u>	<u>25,634,321</u>
Other income (expense):		
Interest expense-Series B Preferred Stock	(4,770,945)	(5,084,468)
Interest expense-mortgage notes	(8,270,071)	(7,869,611)
Interest and other income	55,909	30,287
Gain on sales of real estate	12,200,138	2,623,469
Deferred offering costs	(1,507,599)	-
Impairment of real estate assets	(532,951)	-
Acquisition costs	(26,177)	(72,897)
Income tax expense	(518,567)	(208,681)
Total other expense, net	<u>(3,370,263)</u>	<u>(10,581,901)</u>
Net income (loss)	4,452,723	(2,842,080)
Less: Income attributable to noncontrolling interests	<u>(1,068,429)</u>	<u>(642,336)</u>
Net income (loss) attributable to Presidio Property Trust, Inc. common stockholders	<u>\$ 3,384,294</u>	<u>\$ (3,484,416)</u>
Basic income (loss) per common share		
Income (loss) per common share	<u>\$ 0.19</u>	<u>\$ (0.20)</u>
Weighted average number of common shares outstanding - basic	<u>17,681,358</u>	<u>17,590,778</u>
Diluted income (loss) per common share		
Income (loss) per common share	<u>\$ 0.19</u>	<u>\$ (0.20)</u>
Weighted average number of common shares outstanding - diluted	<u>17,866,352</u>	<u>17,590,778</u>

See Notes to Consolidated Financial Statements

Presidio Property Trust, Inc. and Subsidiaries
Consolidated Statements of Equity

	Common Stock		Additional Paid-in Capital	Dividends In Excess of Accumulated Losses	Total Stockholders' Equity	Non- controlling Interests	Total Equity
	Shares	Amount					
Balance at December 31, 2016	17,502,673	\$ 175,028	\$ 149,539,782	\$ (106,623,957)	\$ 43,090,853	\$ 12,658,777	\$ 55,749,630
Net loss	-	-	-	(3,484,416)	(3,484,416)	642,336	(2,842,080)
Dividends declared, paid and reinvested	114,449	1,144	1,094,290	(3,544,390)	(2,448,956)	-	(2,448,956)
Common stock repurchased	(14,234)	(142)	(70,254)	-	(70,396)	-	(70,396)
Contributions received from noncontrolling interests, net of distributions paid	-	-	-	-	-	1,095,236	1,095,236
Vesting of restricted stock	64,969	650	558,084	-	558,734	-	558,734
Balance, December 31, 2017	<u>17,667,857</u>	<u>176,680</u>	<u>151,121,902</u>	<u>(113,652,763)</u>	<u>37,645,819</u>	<u>14,396,349</u>	<u>52,042,168</u>
Net income	-	-	-	3,384,294	3,384,294	1,068,429	4,452,723
Dividends declared	-	-	-	(1,075,371)	(1,075,371)	-	(1,075,371)
Contributions received from noncontrolling interests, net of distributions paid	-	-	-	-	-	260,872	260,872
Vesting of restricted stock	53,565	536	460,115	-	460,651	-	460,651
Balance, December 31, 2018	<u>17,721,422</u>	<u>\$ 177,216</u>	<u>\$ 151,582,017</u>	<u>\$ (111,343,840)</u>	<u>\$ 40,415,393</u>	<u>\$ 15,725,650</u>	<u>\$ 56,141,043</u>

See Notes to Consolidated Financial Statements.

Presidio Property Trust, Inc. and Subsidiaries
Consolidated Statements of Cash Flows

	For the Year Ended December 31,	
	2018	2017
Cash flows from operating activities:		
Net income (loss)	\$ 4,452,723	\$ (2,842,080)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	9,101,605	9,710,265
Stock compensation	460,651	558,734
Bad debt expense	110,416	72,147
Gain on sale of real estate assets	(12,200,138)	(2,623,469)
Impairment of real estate assets	532,951	-
Amortization of financing costs	675,087	1,090,853
Amortization of above-market leases	68,878	100,846
Amortization of below-market leases	(894,445)	(307,714)
Straight-line rent adjustment	45,778	(624,562)
Changes in operating assets and liabilities:		
Other assets	(818,384)	(1,320,978)
Accounts payable and accrued liabilities	(1,183,057)	1,076,653
Accrued real estate taxes	80,387	695,003
Net cash provided by operating activities	432,452	5,585,698
Cash flows from investing activities:		
Real estate acquisitions	(17,326,915)	(17,560,745)
Buildings and tenant improvements	(3,359,283)	(3,621,724)
Additions to deferred leasing costs	(714,596)	(521,599)
Proceeds from sale of real estate assets	46,991,372	20,613,616
Net cash provided by (used in) investing activities	25,590,578	(1,090,452)
Cash flows from financing activities:		
Proceeds from mortgage notes payable, net of issuance costs	20,510,012	13,296,750
Repayment of mortgage notes payable	(31,374,774)	(12,119,676)
Redemption of mandatorily redeemable Series B Preferred Stock	(13,800,000)	(2,000,000)
Series B Preferred Stock costs	(153,500)	(153,500)
Contributions received from noncontrolling interests in excess of distributions paid	260,872	1,095,236
Repurchase of common stock	-	(70,396)
Dividends paid to stockholders	-	(3,620,880)
Net cash used in financing activities	(24,557,390)	(3,572,466)
Net increase in cash, cash equivalents and restricted cash	1,465,640	922,780
Cash, cash equivalents and restricted cash - beginning of year	8,310,575	7,387,795
Cash, cash equivalents and restricted cash - end of year	\$ 9,776,215	\$ 8,310,575
Supplemental disclosure of cash flow information:		
Interest paid-Series B preferred stock	\$ 4,357,694	\$ 4,439,361
Interest paid-mortgage notes payable	\$ 7,806,068	\$ 7,391,172
Non-cash investing and financing activities:		
Reinvestment of cash dividends	\$ -	\$ 1,095,434
Accrual of dividends payable	\$ 1,075,371	\$ -

See Notes to Consolidated Financial Statements

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization. Presidio Property Trust, Inc. (“we”, “our”, “us” or the “Company”) is a self-managed real estate investment trust (“REIT”). We were incorporated in the State of California on September 28, 1999, and in August 2010, we reincorporated as a Maryland corporation. In October 2017, we changed our name from “NetREIT, Inc.” to “Presidio Property Trust, Inc.” Through Presidio Property Trust, Inc., its subsidiaries and its partnerships, we own 18 commercial properties in fee interest and have partial interests in one property through our investments in limited partnerships for which we serve as the general partner.

The following partnership activity occurred during the periods covered by these consolidated financial statements:

- The Company is the sole General Partner in two consolidated limited partnerships (NetREIT Palm Self-Storage LP and NetREIT Casa Grande LP), all with ownership in real estate income producing properties. The Company refers to these entities collectively, as the “NetREIT Partnerships”.
- The Company is a limited partner in four partnerships and one limited liability corporation that purchase and leaseback model homes from developers (“Dubose Model Homes Investors #202, LP”, “Dubose Model Homes Investors #203, LP”, “Dubose Model Homes Investors #204, LP, and “NetREIT Dubose Model Home REIT, LP”). The Company refers to these entities collectively, as the “Model Home Entities”.

The Company has determined that the entities described above, where it owns less than 100%, should be included in the Company’s consolidated financial statements as the Company directs their activities and holds a non-controlling interest in these limited partnerships through the Company.

Unit-based information used herein (such as references to square footage or property occupancy rates) is unaudited.

Liquidity. The Company’s 16,900 shares of Series B Preferred Stock are mandatorily redeemable by the Company on August 1, 2019 for \$16.9 million in cash. It is management’s intent to obtain additional borrowing under secured or unsecured indebtedness, sell properties, or reduce the rate of distributions to the stockholders in order to obtain proceeds sufficient to settle this obligation. Under the terms of our Series B Preferred Stock financing, if there is an event of default, the investor may exercise various remedies, including a change of control via replacing a majority of the Board of Directors. If we fail to comply with the payment obligations, then we may trigger an event of default. The terms of our Series B Preferred Stock financing provide that, upon the occurrence of an event of default, the investor will have the right to take the unilateral action to, or cause the Company to, among other things:

- Replace property managers and leasing agents;
- Following 180 days after the mandatory redemption date of August 1, 2019 for the Series B Preferred Stock, sell any property of the Company, except as otherwise required under applicable law;
- Implement all major decisions listed above and in the Investor Agreement, except as otherwise required under applicable law;
- Refinance, repay or prepay any senior loans of the Company;
- Cure any default under any senior loans of the Company; and
- Elect six individuals to serve as members of the Board of Directors of the Company.

The ability of our investor to replace a majority of our board of directors upon an event of default would give control of the Company to the investor. Such a change of control, or the exercise of other rights upon an event of default, could result in a material adverse effect on us, including our business, results of operations and financial condition.

We have \$9.9 million of mortgage notes payable maturing in 2019 related to the model home properties. We plan to refinance a significant portion of the mortgage notes payable or sell the model home properties to repay the mortgage notes payable.

Segments. The Company acquires and operates income producing properties in three business segments including Office/Industrial Properties, Model Home Properties and Retail Properties. See Note 13 “Segments”.

Customer Concentration. Concentration of credit risk with respect to tenant receivable is limited due to the large number of tenants comprising the Company’s rental revenue. We had one tenant account for 5.7% of total rental income for the year ended December 31, 2018 and no single tenant accounted for more than 5% of total rental income for the year ended December 31, 2017.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) as contained within the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”).

Principles of Consolidation. The accompanying consolidated financial statements include the accounts of Presidio Property Trust and its subsidiaries, NetREIT Advisors, LLC and Dubose Advisors LLC (collectively, the “Advisors”), and NetREIT Dubose Model Home REIT, Inc. The consolidated financial statements also include the results of the NetREIT Partnerships, the Model Home Partnerships. As used herein, references to the “Company” include references to Presidio Property Trust, its subsidiaries, and the Partnerships. All significant intercompany balances and transactions have been eliminated in consolidation.

The Company classifies the noncontrolling interests in the NetREIT Partnerships as part of consolidated net income (loss) in 2018 and 2017, and includes the accumulated amount of noncontrolling interests as part of equity since inception in February 2010. If a change in ownership of a consolidated subsidiary results in loss of control and deconsolidation, any retained ownership interest will be remeasured, with the gain or loss reported in the statement of operations. Management has evaluated the noncontrolling interests and determined that they do not contain any redemption features.

Use of Estimates. The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant estimates include the allocation of purchase price paid for property acquisitions between land, building and intangible assets acquired including their useful lives; valuation of long-lived assets, and the allowance for doubtful accounts, which is based on an evaluation of the tenants’ ability to pay. Actual results may differ from those estimates.

Real Estate Assets and Lease Intangibles. Land, buildings and improvements are recorded at cost, including tenant improvements and lease acquisition costs (including leasing commissions, space planning fees, and legal fees). The Company capitalizes any expenditure that replaces, improves, or otherwise extends the economic life of an asset, while ordinary repairs and maintenance are expensed as incurred. The Company allocates the purchase price of acquired properties between the acquired tangible assets and liabilities (consisting of land, building, tenant improvements, and long-term debt) and identified intangible assets and liabilities (including the value of above-market and below-market leases, the value of in-place leases, unamortized lease origination costs and tenant relationships), based in each case on their respective fair values.

The Company allocates the purchase price to tangible assets of an acquired property based on the estimated fair values of those tangible assets assuming the building was vacant. Estimates of fair value for land, building and building improvements are based on many factors including, but not limited to, comparisons to other properties sold in the same geographic area and independent third party valuations. The Company also considers information obtained about each property as a result of its pre-acquisition due diligence, marketing and leasing activities in estimating the fair values of the tangible and intangible assets and liabilities acquired.

The value allocated to acquired lease intangibles is based on management’s evaluation of the specific characteristics of each tenant’s lease. Characteristics considered by management in allocating these values include the nature and extent of the existing business relationships with the tenant, growth prospects for developing new business with the tenant, the remaining term of the lease and the tenant’s credit quality, among other factors.

The value allocable to the above-market or below-market component of an acquired in-place lease is determined based upon the present value (using a market discount rate) of the difference between (i) the contractual rents to be paid pursuant to the lease over its remaining term, and (ii) management’s estimate of rents that would be paid using fair market rates over the remaining term of the lease. The amounts allocated to above or below-market leases are amortized on a straight-line basis as an increase or reduction of rental income over the remaining non-cancelable term of the respective leases. Amortization of above and below-market rents resulted in a net increase in rental income of approximately \$826,000 and \$207,000 for the years ended December 31, 2018 and 2017, respectively.

The value of in-place leases and unamortized lease origination costs are amortized to expenses over the remaining term of the respective leases, which range from less than a year to ten years. The amount allocated to acquired in-place leases is determined based on management’s assessment of lost revenue and costs incurred for the period required to lease the “assumed vacant” property to the occupancy level when purchased. The amount allocated to unamortized lease origination costs is determined by what the Company would have paid to a third party to secure a new tenant reduced by the expired term of the respective lease. The amount allocated to

tenant relationships is the benefit resulting from the likelihood of a tenant renewing its lease. Amortization expense related to these assets was approximately \$569,000 and \$929,000 for years ended December 31, 2018 and 2017, respectively.

Impairment of Real Estate Assets. The Company reviews the carrying value of each property to determine if circumstances that indicate impairment in the carrying value of the investment exist or that depreciation periods should be modified. If circumstances support the possibility of impairment, the Company prepares a projection of the undiscounted future cash flows, without interest charges, of the specific property and determines if the investment in such property is recoverable. If impairment is indicated, the carrying value of the property is written down to its estimated fair value based on the Company's best estimate of the property's discounted future cash flows, as well as considering sales and leasing data for comparable properties. During the year ended December 31, 2018, the Company determined that an impairment existed in one of its properties (Waterman Plaza) and, as a result, recorded an asset impairment charge of \$533,000. There were no impairment charges recorded during the year ended December 31, 2017.

Intangible Assets. Intangible assets, including goodwill and lease intangibles, are comprised of finite-lived and indefinite-lived assets. Lease intangibles represents the allocation of a portion of the purchase price of a property acquisition representing the estimated value of in-place leases, unamortized lease origination costs, tenant relationships and land purchase options. Intangible assets that are not deemed to have an indefinite useful life are amortized over their estimated useful lives. Indefinite-lived assets are not amortized. Amortization expense of intangible assets that are not deemed to have an indefinite useful life was approximately \$415,000 and \$590,000, respectively, for the years ended December 31, 2018 and 2017 and is included in depreciation and amortization in the accompanying consolidated statements of operation.

The Company is required to perform a test for impairment of goodwill and other definite and indefinite lived assets at least annually, and more frequently as circumstances warrant. Impairment is recognized only if the carrying amount of the intangible asset is considered to be unrecoverable from its undiscounted cash flows and is measured as the difference between the carrying amount and the estimated fair value of the asset. Based on the review, no impairment was deemed to exist at December 31, 2018 and 2017.

Depreciation and Amortization. The Company records depreciation and amortization expense using the straight-line method over the useful lives of the respective assets. The cost of buildings are depreciated over estimated useful lives of 39 years, the costs of improvements are amortized over the shorter of the estimated life of the asset or term of the tenant lease (which range from 1 to 10 years), the costs associated with acquired tenant intangibles over the remaining lease term and the cost of furniture, fixtures and equipment are depreciated over 4 to 5 years. Depreciation expense for the years ended December 31, 2018 and 2017 was approximately \$9.1 million and \$9.7 million, respectively, and is included in depreciation and amortization in the accompanying consolidated statements of operations.

Cash, Cash Equivalents and Restricted Cash. The Company considers all short-term, highly liquid investments that are both readily convertible to cash and have an original maturity of three months or less at the date of purchase to be cash equivalents. Items classified as cash equivalents include money market funds. Cash balances in individual banks may exceed the federally insured limit of \$250,000 by the Federal Deposit Insurance Corporation (the "FDIC"). No losses have been experienced related to such accounts. At December 31, 2018, the Company had approximately \$9.1 million in deposits in financial institutions that exceeded the federally insurable limits. Restricted cash consists of funds held in escrow for Company lenders for properties held as collateral by the lenders. The funds in escrow are for payment of property taxes, insurance, leasing costs and capital expenditures.

Tenant Receivables. The Company periodically evaluates the collectability of amounts due from tenants and maintains an allowance for doubtful accounts for estimated losses resulting from the inability of tenants to make required payments under lease agreements. In addition, the Company maintains an allowance for deferred rent receivable that arises from straight-lining of rents. The Company exercises judgment in establishing these allowances and considers payment history and current credit status of its tenants in developing these estimates. At December 31, 2018 and 2017, the balance of allowance for possible uncollectible tenant receivables included in other assets, net in the accompanying consolidated balance sheets was approximately \$60,300 and \$26,000, respectively.

Deferred Leasing Costs. Costs incurred in connection with successful property leases are capitalized as deferred leasing costs and amortized to leasing commission expense on a straight-line basis over the terms of the related leases which generally range from one to five years. Deferred leasing costs consist of third party leasing commissions. Management re-evaluates the remaining useful lives of leasing costs as the creditworthiness of the tenants and economic and market conditions change. If management determines the estimated remaining life of the respective lease has changed, the amortization period is adjusted. At December 31, 2018 and 2017, the Company had net deferred leasing costs of approximately \$2,097,000 and \$1,892,000, respectively. Total amortization expense for the years ended December 31, 2018 and 2017 was approximately \$510,000 and \$550,000, respectively.

Deferred Financing Costs. Costs incurred, including legal fees, origination fees, and administrative fees, in connection with debt financing are capitalized as deferred financing costs and are amortized using the effective interest method, over the contractual term of the respective loans. At December 31, 2018 and 2017, unamortized deferred financing costs related to mortgage notes payable were

approximately \$1,427,000 and \$1,683,000, respectively, and unamortized deferred financing costs associated with the Series B Preferred Stock costs were approximately \$122,000 and \$115,000, respectively. For the years ended December 31, 2018 and 2017, total amortization expense related to the mortgage notes payable deferred financing costs was approximately \$529,000 and \$461,000, respectively, and total amortization expense related to the Series B Preferred Stock costs was approximately \$147,000 and \$630,000, respectively. Amortization of deferred financing costs are included in interest expense in the accompanying consolidated statements of operations.

Income Taxes. We have elected to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code (the “Code”), for federal income tax purposes. To maintain our qualification as a REIT, we are required to distribute at least 90% of our REIT taxable income to our stockholders and meet the various other requirements imposed by the Code relating to such matters as operating results, asset holdings, distribution levels and diversity of stock ownership. Provided we maintain our qualification for taxation as a REIT, we are generally not subject to corporate level income tax on the earnings distributed currently to our stockholders that we derive from our REIT qualifying activities. If we fail to maintain our qualification as a REIT in any taxable year, and are unable to avail ourselves of certain savings provisions set forth in the Code, all of our taxable income would be subject to federal income tax at regular corporate rates, including any applicable alternative minimum tax. We are subject to certain state and local income taxes. As of December 31, 2018, we had approximately \$77.5 million of Federal net operating losses (NOLs) carry-forwards to offset potential future federal tax obligations. We may not generate sufficient taxable income in future periods to be able to realize fully the tax benefits of our NOL carry-forwards.

We, together with our subsidiary, NetREIT Dubose, have elected to treat such subsidiary as taxable REIT subsidiary (a “TRS”) for federal income tax purposes. Certain activities that we undertake must be conducted by a TRS, such as non-customary services for our tenants, and holding assets that we cannot hold directly. A TRS is subject to federal and state income taxes.

The Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. Neither the Company nor its subsidiaries have been assessed any significant interest or penalties for tax positions by any major tax jurisdictions.

Fair Value Measurements. Certain assets and liabilities are required to be carried at fair value, or if long-lived assets are deemed to be impaired, to be adjusted to reflect this condition. The guidance requires disclosure of fair values calculated under each level of inputs within the following hierarchy:

Level 1 – Quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs other than quoted process that are observable for the asset or liability, either directly or indirectly.

Level 3 – Unobservable inputs for the asset or liability.

Fair value is defined as the price at which an asset or liability is exchanged between market participants in an orderly transaction at the reporting date. Cash equivalents, mortgage notes receivable, tenant receivable and payables and accrued liabilities all approximate fair value due to their short term nature. During the year ended December 31, 2018, the Company measured the fair value of one of its real estate properties on a nonrecurring basis using Level 3 inputs. The Company estimated the fair value for the impaired real estate asset held for investment based on an estimated sales price, less estimated costs to sell. Management believes that the recorded and fair values of notes payable are approximately the carrying value of December 31, 2018 and 2017.

Sales of Real Estate Assets. Effective January 1, 2018, we adopted the guidance of ASC 610-20, Other Income - Gains and Losses from the Derecognition of Nonfinancial Assets (“ASC 610-20”), which applies to sales or transfers to noncustomers of nonfinancial assets or in substance nonfinancial assets that do not meet the definition of a business. Generally, our sales of real estate would be considered a sale of a nonfinancial asset as defined by ASC 610-20.

ASC 610-20 refers to the revenue recognition principles under ASU No. 2014-09. Under ASC 610-20, if we determine we do not have a controlling financial interest in the entity that holds the asset and the arrangement meets the criteria to be accounted for as a contract, we would derecognize the asset and recognize a gain or loss on the sale of the real estate when control of the underlying asset transfers to the buyer.

Revenue Recognition and Tenant Receivables. We recognize minimum rent, including rental abatements, lease incentives and contractual fixed increases attributable to operating leases, on a straight-line basis over the term of the related leases when collectibility is reasonably assured and record amounts expected to be received in later years as deferred rent receivable. If the lease provides for tenant improvements, we determine whether the tenant improvements, for accounting purposes, are owned by the tenant or by us. When we are the owner of the tenant improvements, the tenant is not considered to have taken physical possession or have control of the physical use of the leased asset until the tenant improvements are substantially completed. When the tenant is the owner of the tenant improvements, any tenant improvement allowance (including amounts that the tenant can take in the form of cash or a

credit against its rent) that is funded is treated as a lease incentive and amortized as a reduction of revenue over the lease term. Tenant improvement ownership is determined based on various factors including, but not limited to:

- whether the lease stipulates how a tenant improvement allowance may be spent;
- whether the amount of a tenant improvement allowance is in excess of market rates;
- whether the tenant or landlord retains legal title to the improvements at the end of the lease term;
- whether the tenant improvements are unique to the tenant or general-purpose in nature; and
- whether the tenant improvements are expected to have any residual value at the end of the lease.

We record property operating expense reimbursements due from tenants for common area maintenance, real estate taxes, and other recoverable costs in the period the related expenses are incurred.

We make estimates of the collectibility of our tenant receivables related to base rents, including deferred rent receivable, expense reimbursements and other revenue or income. We specifically analyze accounts receivable, deferred rent receivable, historical bad debts, customer creditworthiness, current economic trends and changes in customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. In addition, with respect to tenants in bankruptcy, management makes estimates of the expected recovery of pre-petition and post-petition claims in assessing the estimated collectibility of the related receivable. In some cases, the ultimate resolution of these claims can exceed one year. When a tenant is in bankruptcy, we will record a bad debt reserve for the tenant's receivable balance and generally will not recognize subsequent rental revenue until cash is received or until the tenant is no longer in bankruptcy and has the ability to make rental payments.

Effective January 1, 2018, we adopted ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU No. 2014-09") using the modified retrospective approach, which requires a cumulative effect adjustment as of the date of our adoption. Under the modified retrospective approach, an entity may also elect to apply this standard to either (i) all contracts as of January 1, 2018 or (ii) only to contracts that were not completed as of January 1, 2018. A completed contract is a contract for which all (or substantially all) of the revenue was recognized under legacy GAAP that was in effect before the date of initial application. We elected to apply this standard only to contracts that were not completed as of January 1, 2018.

Based on our evaluation of contracts within the scope of ASU No. 2014-09, revenue that is impacted by ASU No. 2014-09 includes revenue generated by sales of real estate, other operating income and tenant reimbursements for substantial services earned at our properties. The recognition of such revenue will occur when the services are provided and the performance obligations are satisfied. The Company's adoption of ASU No. 2014-09 did not have a significant impact on its consolidated financial statements.

Income (Loss) per Common Share. Basic income (loss) per common share (Basic EPS) is computed by dividing net income (loss) available to common shareholders (Numerator) by the weighted average number of common shares outstanding (Denominator) during the period. Diluted loss per common share (Diluted EPS) is similar to the computation of Basic EPS except that the Denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued. In addition, in computing the dilutive effect of convertible securities, the Numerator is adjusted to add back the after-tax amount of interest recognized in the period associated with any convertible debt. The computation of Diluted EPS does not assume exercise or conversion of securities that would have an anti-dilutive effect on net earnings per share.

For the year ended December 31, 2018, the basic and diluted net income per share are equivalent at \$0.19 per share. For the year ended December 31, 2017, the basic and diluted net loss per share are equivalent at (\$0.20) because the Company had incurred a net loss causing any potentially dilutive securities to be anti-dilutive. Dilutive securities include non-vested restricted shares issued under the Company's share-based incentive plan, shares issuable under certain of the Company's partnership arrangements and shares issuable under stock purchase warrants. The calculation of net income (loss) per share includes dilutive shares totaling 733,944 shares for the year ended December 31, 2018 and excludes shares totaling 656,758 shares for the year ended December 31, 2017.

Subsequent Events. Management has evaluated subsequent events through the date that the accompanying financial statements were filed with the Securities and Exchange Commission ("SEC") for transactions and other events which may require adjustment of and/or disclosure in such financial statements.

Reclassifications. Certain reclassifications have been made to the prior year's consolidated financial statements to conform to the current year presentation. These reclassifications had no effect on previously reported results of consolidated operations or equity.

Recently Issued Accounting Pronouncements. In August 2017, the FASB issued Accounting Standards Update ("ASU") 2017-12, *Derivatives and Hedging: Targeted Improvements to Accounting for Hedging Activities*. The pronouncement was issued to simplify the on-going assessment of hedge effectiveness and increase transparency related to hedge accounting. The pronouncement is

effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The Company's adoption of ASU No. 2017-12 is not expected to have a significant impact on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations*. This pronouncement clarifies the framework for determining whether an integrated set of assets and activities meets the definition of a business. The revised framework establishes a screen for determining whether an integrated set of assets and activities is a business and narrows the definition of a business, which is expected to result in fewer transactions being accounted for as business combinations. Acquisitions of integrated sets of assets and activities that do not meet the definition of a business are accounted for as asset acquisitions. This pronouncement was effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted for transactions that have not been reported in previously issued financial statements. The Company's adoption of this standard on January 1, 2018 did not have a significant impact on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-2, *Leases*. ASU No. 2016-2 is expected to result in the recognition of a right-to-use asset and related liability to account for future obligations under ground lease agreements for which the Company is the lessee. In addition, this ASU will require that lessees and lessors capitalize, as initial direct costs, only those costs that are incurred due to the execution of a lease. Allocated payroll costs and other costs that are incurred regardless of whether the lease is obtained will no longer be capitalized as initial direct costs and instead will be expensed as incurred.

As a lessor, under current accounting standards, the Company recognizes rental revenue from its operating leases on a straight-line basis over the respective lease terms. The Company commences recognition of rental revenue at the date the property is ready for its intended use and the tenant takes possession of or controls the physical use of the property. Under current accounting standards, tenant recoveries related to payments of real estate taxes, insurance, utilities, repairs and maintenance, common area expenses, and other operating expenses are considered lease components. The Company recognizes these tenant recoveries as revenue when services are rendered in an amount equal to the related operating expenses incurred that are recoverable under the terms of the applicable lease.

Under ASU No. 2016-2, each lease agreement will be evaluated to identify the lease components and nonlease components at lease inception. The total consideration in the lease agreement will be allocated to the lease and nonlease components based on their relative standalone selling prices. Lessors will continue to recognize the lease revenue component using an approach that is substantially equivalent to existing guidance for operating leases (straight-line basis). In July 2018, the FASB issued an amendment to ASU No. 2016-2 that allows lessors to elect, as a practical expedient, not to allocate the total consideration to lease and nonlease components based on their relative standalone selling prices. This practical expedient allows lessors to elect a combined single lease component presentation if (i) the timing and pattern of the revenue recognition of the combined single lease component is the same, and (ii) the related lease component and, the combined single lease component would be classified as an operating lease.

The pronouncement is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The Company plans to adopt the provisions of ASU No. 2016-2 effective January 1, 2019 using the modified retrospective approach and expects to elect certain practical expedients permitted under the transition guidance. The Company adoption of this standard on January 1, 2019 did not have a significant impact on its consolidated financial statements.

3. RECENT REAL ESTATE TRANSACTIONS

During year ended December 31, 2018 and 2017 we disposed of the following properties:

- In December 2018, we sold the following:
 - Port of San Diego Complex for approximately \$24.8 million and recognized a gain of approximately \$10.0 million.
 - Yucca Valley Retail Center for approximately \$7.8 million and recognized a gain of approximately \$1.4 million.
 - Pacific Oaks Plaza for approximately \$3.9 million and recognized a loss of approximately \$232,000.
- During the year ended December 31, 2018, we disposed of 33 model homes for approximately \$12.6 million and recognized a gain of approximately \$988,000.
- In April 2017, we sold the Shoreline Medical Building for approximately \$8.2 million and recognized a gain of approximately \$1.3 million.
- In March 2017, we sold the Regatta Square Retail Center for approximately \$3.0 million and recognized a gain of approximately \$756,000.

- In February 2017, we sold the Rangewood Medical Building for approximately \$2.2 million and recognized a loss of approximately \$170,000.
- During the year ended December 31, 2017, we disposed of 23 model homes for approximately \$9.8 million and recognized a gain of approximately \$735,000.

During the year ended December 31, 2018, the Company acquired 45 Model Home properties and leased them back to the home builders. The purchase price for the properties totaled \$17.3 million. The Company allocated the purchase price of the properties acquired during 2018 as follows:

	Land	Buildings and Other	Total Purchase Price
Model Home Properties	\$ 2,871,611	\$ 14,455,304	\$ 17,326,915

During the year ended December 31, 2018, the Company disposed of real estate assets with a net carrying value of approximately \$34.9 million and recorded a gain on sale of approximately \$12.2 million.

4. REAL ESTATE ASSETS

The Company owns a diverse portfolio of real estate assets. The primary types of properties the Company invests in are office, industrial, retail, and NNN leased model home properties located primarily in Southern California and Colorado, with four properties located in North Dakota. Our model home properties are located in ten states. As of December 31, 2018, the Company owned or had an equity interest in:

- Fourteen office buildings and one industrial buildings (“Office/Industrial Properties”) which total approximately 1,300,653 rentable square feet,
- Four retail shopping centers (“Retail Properties”) which total approximately 131,010 rentable square feet,
- One hundred forty-four model homes owned by our affiliated limited partnerships and one limited liability company (“Model Home Properties”).

The Company's real estate assets consisted of the following as of December 31, 2018 and 2017:

Property Name	Acquired	Location	Real estate assets, net (in thousands)	
			2018	2017
Garden Gateway Plaza	March 2007	Colorado Springs, Colorado	\$ 11,166	\$ 11,434
World Plaza	September 2007	San Bernardino, California	6,180	5,743
Executive Office Park	July 2008	Colorado Springs, Colorado	7,976	8,076
Waterman Plaza	August 2008	San Bernardino, California	4,977	5,624
Pacific Oaks Plaza (2)(3)	September 2008	Escondido, California	-	4,040
Morena Office Center (1)	January 2009	San Diego, California	4,716	4,870
Genesis Plaza	August 2010	San Diego, California	8,449	8,609
Dakota Center	May 2011	Fargo, North Dakota	9,139	9,635
Yucca Valley Retail Center (2)(4)	September 2011	Yucca Valley, California	-	6,605
Port of San Diego Complex (2)(5)	December 2011	San Diego, California	-	13,888
The Presidio	November 2012	Aurora, Colorado	6,499	6,415
Grand Pacific Center	March 2014	Bismarck, North Dakota	5,814	5,854
Union Terrace	August 2014	Lakewood, Colorado	7,983	8,287
Centennial Tech Center	December 2014	Colorado Springs, Colorado	12,960	13,431
Arapahoe Center	December 2014	Centennial, Colorado	10,251	10,638
Union Town Center	December 2014	Colorado Springs, Colorado	9,904	10,209
West Fargo Industrial	August 2015	Fargo, North Dakota	7,243	7,455
300 N.P.	August 2015	Fargo, North Dakota	3,543	3,636
Research Parkway	August 2015	Colorado Springs, Colorado	2,589	2,686
One Park Centre	August 2015	Westminster, Colorado	8,453	8,514
Highland Court	August 2015	Centennial, Colorado	11,845	12,287
Shea Center II	December 2015	Highlands Ranch, Colorado	22,658	23,352
Office/Industrial and Retail Properties			162,345	191,288
Model Home Properties	2011-2018	AZ, CA, FL, IL, NC, NJ, PA, SC, TX, UT	48,763	43,246
Total real estate assets and lease intangibles held for investment, net			\$ 211,108	\$ 234,534

- (1) Property held for sale as of December 31, 2018 and sold for \$5.6 million on January 15, 2019.
- (2) Property held for sale as of December 31, 2017.
- (3) Pacific Oaks Plaza was sold on December 27, 2018.
- (4) Yucca Valley Retail Center was sold on December 31, 2018.
- (5) Port of San Diego Complex was sold on December 20, 2018.

The Company's commercial properties are leased to tenants under non-cancelable operating leases for which terms and expirations vary. Future minimum rental revenues under existing leases on Office/Industrial and Retail Properties as of December 31, 2018 are expected to be as follows:

2019	\$ 16,810,794
2020	14,429,223
2021	10,649,516
2022	7,425,332
2023	4,178,058
Thereafter	4,615,807
Totals	\$ 58,108,730

The Company generally rents Model Home Properties to homebuilders under non-cancelable lease agreements with a term of 18 months with an option to extend in six month increments. Future minimum rental revenues under existing leases on Model Home Properties as of December 31, 2018 are expected to be as follows:

2019	\$	2,716,596
2020		1,421,568
	<u>\$</u>	<u>4,138,164</u>

5. LEASE INTANGIBLES

Lease intangibles consist of the following:

	December 31, 2018			December 31, 2017		
	Lease Intangibles	Accumulated Amortization	Lease Intangibles, net	Lease Intangibles	Accumulated Amortization	Lease Intangibles, net
In-place leases	\$ 4,958,477	\$ (3,467,781)	\$ 1,490,696	\$ 4,958,477	\$ (2,899,042)	\$ 2,059,435
Leasing costs	3,628,080	(2,405,514)	1,222,566	3,628,080	(1,990,154)	1,637,926
Above-market leases	439,878	(291,666)	148,212	510,237	(293,146)	217,091
	<u>\$ 9,026,435</u>	<u>\$ (6,164,961)</u>	<u>\$ 2,861,474</u>	<u>\$ 9,096,794</u>	<u>\$ (5,182,342)</u>	<u>\$ 3,914,452</u>

The net value of acquired intangible liabilities was \$495,927 and \$1,390,372 relating to below-market leases as of December 31, 2018 and December 31, 2017, respectively.

Aggregate approximate amortization expense for the Company's lease intangible assets is as follows:

Years ending December 31:

2019	\$	876,667
2020		687,974
2021		488,320
2022		360,116
2023		173,785
Thereafter		274,612
Total	<u>\$</u>	<u>2,861,474</u>

The weighted average amortization period for the intangible assets as of December 31, 2018 was approximately 3.6 years. Lease intangible assets are amortized over the term of the related lease and included as a reduction of rental income in the Statement of Operations.

6. OTHER ASSETS

Other assets consist of the following:

	December 31, 2018	December 31, 2017
Deferred rent receivable	\$ 2,883,581	\$ 3,227,700
Prepaid expenses, deposits and other	407,106	1,410,363
Tenant receivable, net	2,845,314	1,108,110
Raw land	900,000	900,000
Other intangibles, net	293,832	374,733
Notes receivable	316,374	316,374
Total other assets	<u>\$ 7,646,207</u>	<u>\$ 7,337,280</u>

7. MORTGAGE NOTES PAYABLE

Mortgage notes payable consisted of the following:

Mortgage note property	Notes	Principal as of		Loan Type	Interest Rate (1)	Maturity
		December 31, 2018	December 31, 2017			
Port of San Diego Complex	(4)	\$ -	\$ 9,575,508	Fixed	4.75%	3/5/2020
Garden Gateway Plaza		6,270,896	6,445,300	Fixed	5.00%	4/5/2020
World Plaza	(9)	3,350,539	-	Variable	5.10%	7/5/2020
West Fargo Industrial		4,292,809	4,365,449	Fixed	4.79%	9/6/2020
Morena Office Center	(2)	1,567,358	2,156,479	Fixed	4.30%	6/1/2021
Waterman Plaza		3,369,960	3,850,365	Fixed	5.78%	4/29/2021
Pacific Oaks Plaza	(6)	-	1,466,351	Fixed	4.30%	6/1/2021
300 N.P.		2,348,443	2,380,703	Fixed	4.95%	6/11/2022
Highland Court		6,568,320	6,695,541	Fixed	3.82%	9/1/2022
Dakota Center		10,314,520	10,492,904	Fixed	4.74%	7/6/2024
Union Terrace		6,354,153	6,454,448	Fixed	4.50%	9/5/2024
The Presidio		5,992,905	6,000,000	Fixed	4.54%	12/1/2021
Centennial Tech Center		9,745,811	9,908,235	Fixed	4.43%	1/5/2024
Research Parkway		1,864,139	1,909,012	Fixed	3.94%	1/5/2025
Arapahoe Center		8,233,567	8,364,088	Fixed	4.34%	1/5/2025
Union Town Center		8,440,000	8,440,000	Fixed	4.28%	1/5/2025
Yucca Valley Retail Center	(7)	-	6,000,000	Fixed	4.31%	4/11/2025
Executive Office Park	(8)	4,947,808	4,151,161	Fixed	4.83%	6/1/2027
Genesis Plaza		6,476,032	6,500,000	Fixed	4.71%	8/25/2025
One Park Centre		6,585,922	6,610,000	Fixed	4.77%	9/5/2025
Shea Center II		17,727,500	17,727,500	Fixed	4.92%	1/5/2026
Grand Pacific Center	(3)	3,961,304	4,057,752	Fixed	4.02%	8/1/2037
Office/Industrial and Retail Properties		\$ 118,411,986	\$ 133,550,796			
Model Home Properties		32,728,930	28,454,883	Fixed	(5)	2019-2020
Mortgage Notes Payable		\$ 151,140,916	\$ 162,005,679			
Unamortized loan costs		(1,426,740)	(1,682,942)			
Mortgage Notes Payable held for investment, net		\$ 149,714,176	\$ 160,322,737			

(1) Interest rates as of December 31, 2018.

(2) Property held for sale as of December 31, 2018 and sold for \$5.6 million on January 15, 2019.

(3) Interest rate is subject to reset on September 1, 2023.

(4) Port of San Diego Complex was sold on December 20, 2018.

(5) Each Model Home has a stand-alone mortgage note at interest rates ranging from 3.8% to 5.6% (at December 31, 2018).

(6) Pacific Oaks Plaza was sold on December 27, 2018.

(7) Yucca Valley Retail Center was sold on December 31, 2018.

(8) The loan was refinanced to a new loan on June 1, 2018.

(9) Interest on this loan is ABR + 0.75% and LIBOR plus 2.75%. For the year-ended December 31, 2018, the weighted average interest rate was 4.97%.

The Company is in compliance with all conditions and covenants of its mortgage notes payable.

Scheduled principal payments of mortgage notes payable are as follows:

Years ending December 31:	Office/Industrial and Retail Notes Payable	Model Home Properties Notes Payable	Principal Payments
2019	\$ 3,456,829	\$ 9,945,470	\$ 13,402,299
2020	15,231,332	11,595,332	\$ 26,826,664
2021	10,749,691	11,188,128	\$ 21,937,819
2022	10,055,657	-	\$ 10,055,657
2023	10,928,130	-	\$ 10,928,130
Thereafter	67,990,347	-	\$ 67,990,347
Total	\$ 118,411,986	\$ 32,728,930	\$ 151,140,916

8. SERIES B MANDATORILY REDEEMABLE PREFERRED STOCK

In August 2014, the Company entered into a private placement offering of \$40 million of its mandatorily redeemable Series B Preferred Stock and issued 400,000 shares. The financing, was to be funded in installments and planned to be completed no later than the one year anniversary of the initial investment. The funds were used for Series B Preferred investor-approved property acquisitions. Certain specified management decisions were approved in advance by the Series B Preferred investor. Upon the occurrence of an event of default, the Preferred Stock investor has certain additional rights. As of December 31, 2018, the Company had 16,900 shares of its Series B Preferred Stock outstanding. The Company has classified the Series B Preferred Stock as a liability in accordance with ASC Topic No. 480, “*Distinguishing Liabilities from Equity*,” which states that mandatorily redeemable financial instruments should be classified as liabilities and therefore the related dividend payments are treated as a component of interest expense in the accompanying consolidated statements of operations.

The Series B Preferred Stock has a \$0.01 par value and a \$1,000 liquidation preference. The Series B preferred stock shall be redeemed through a cash payment of the face value of the shares outstanding at redemption. The dividend yield on the funds invested is 14%. The Series B Preferred Stock was scheduled to be redeemed on August 1, 2017; however, the Company had two one year options to extend the redemption date. On June 30, 2017, the Company exercised its option to extend the redemption date to August 1, 2019 and paid an extension fee of \$153,500. The Company incurred approximately \$3.1 million in legal and underwriting costs related to this transaction. These costs have been recorded as deferred financing costs on the accompanying consolidated balance sheets and are being amortized over the term of the agreement using the effective interest method. Amortization expense totaling approximately \$147,000 and \$630,000 was included in interest expense for the years ended December 31, 2018 and 2017, respectively, in the accompanying consolidated statements of operations. The unamortized deferred stock costs totaled \$122,000 and \$115,000 as of December 31, 2018 and 2017, respectively.

During the year ended December 31, 2018, the Company redeemed 13,800 shares of its Series B Preferred Stock for \$13.8 million. During the year ended December 31, 2017, the Company redeemed 2,000 shares of its Series B preferred stock for \$2.0 million. As of December 31, 2018, the remaining outstanding number of Series B Preferred Stock was 16,900 redeemable for \$16.9 million in cash.

9. COMMITMENTS AND CONTINGENCIES

Litigation. From time to time, we may become involved in various lawsuits or legal proceedings which arise in the ordinary course of business. Neither the Company nor any of the Company’s properties are presently subject to any material litigation nor, to the Company’s knowledge, is there any material threatened litigation.

Environmental Matters. The Company monitors its properties for the presence of hazardous or toxic substances. While there can be no assurance that a material environmental liability does not exist, the Company is not currently aware of any environmental liability with respect to the properties that would have a material effect on the Company’s financial condition, results of operations and cash flow. Further, the Company is not aware of any environmental liability or any unasserted claim or assessment with respect to an environmental liability that the Company believes would require additional disclosure or recording of a loss contingency.

10. STOCKHOLDERS' EQUITY

Preferred Stock. The Company is authorized to issue up to 8,990,000 shares of Preferred Stock (the "Preferred Stock"). The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of the Preferred Stock, to determine the designation of any such series, and to determine or alter the rights granted to or imposed upon any wholly unissued series of Preferred Stock including the dividend rights, dividend rate, conversion rights, voting rights, redemption rights (including sinking fund provisions), redemption price, and liquidation preference.

The Board of Directors authorized the original issuance of 1,000,000 shares of the Preferred Stock as Series AA Convertible Preferred Stock ("Series AA"). Each share of Series AA (i) is non-voting, except under certain circumstances as provided in the Articles of Incorporation; (ii) is entitled to annual cash dividends of 7% which are cumulative and payable quarterly; (iii) ranks senior, as to the payment of dividends and distributions of assets upon liquidation, to common stock or any other series of Preferred Stock that is not senior to or on parity with the Series AA; (iv) is entitled to receive \$25.00 plus accrued dividends upon liquidation; (v) may be redeemed by the Company prior to the mandatory conversion date at a price of \$25.00 plus accrued dividends, and (vi) may be converted into two shares of common stock at the option of the holder prior to the mandatory conversion date. The conversion price is subject to certain anti-dilution adjustments. The Company has not issued any shares of this Series AA Preferred Stock.

Common Stock. The Company is authorized to issue up to 100,000,000 shares of Series A Common Stock ("Common Stock") \$0.01 par value and 1,000 shares of Series B Common Stock \$0.01 par value. The Common Stock and the Series B Common Stock have identical rights, preferences, terms and conditions except that the Series B Common Stockholders are not entitled to receive any portion of Company assets in the event of Company liquidation. There have been no Series B Common Stock shares issued. Each share of Common Stock entitles the holder to one vote. The Common Stock is not subject to redemption and it does not have any preference, conversion, exchange or pre-emptive rights. The articles of incorporation contain a restriction on ownership of the Common Stock that prevents one person from owning more than 9.8% of the outstanding shares of common stock.

In October 2006, the Company commenced a private placement offering of its common stock. Through December 31, 2011 when the offering was terminated, the Company conducted a self-underwritten private placement offering of 20,000,000 shares of its common stock at a price of \$10 per share. This offering was made only to accredited investors (and up to thirty-five non-accredited investors) pursuant to an exemption from registration provided by Section 4(2) and Rule 506 of Regulation D under the Securities Act of 1933, as amended. No public or private market currently exists for the securities sold under this offering. The Company ceased raising capital under this private placement offering effective December 31, 2011.

Cash Dividends. For the year ended December 31, 2018, the Company did not pay cash dividends. For the year ended December 31, 2017, the Company paid cash dividends, net of reinvested stock dividends, of \$3,621,000 or at a rate of \$0.40 per share on an annualized basis. Subsequent to December 31, 2018, the Company paid \$1,075,000 or at a rate of \$0.06 per share of cash dividends with proceeds from the sale of real estate properties that occurred in December 2018.

Dividend Reinvestment Plan. The Company had adopted a distribution reinvestment plan that allowed stockholders to have dividends or other distributions otherwise distributable to them invested in additional shares of Company common stock. The Company registered 3,000,000 shares of common stock pursuant to the dividend reinvestment plan. The dividend reinvestment plan became effective on January 23, 2012 and was suspended on December 7, 2018 until further notice. The purchase price per share is 95% of the price the Company was formerly selling its shares for \$10.00 per share. No sales commission or dealer manager fee will be paid on shares sold through the dividend reinvestment plan. The Company may amend, suspend or terminate the Plan at any time. Any such amendment, suspension or termination will be effective upon a designated dividend record date and notice of such amendment, suspension or termination will be sent to all Participants at least thirty (30) days prior to such record date. No dividend reinvestments were made for the year ended December 31, 2018. As of December 31, 2018, approximately \$17,424,399 or 1,834,147 shares of common stock have been issued under the dividend reinvestment plan to date.

11. SHARE-BASED INCENTIVE PLAN

The Company maintains a restricted stock incentive plan for the purpose of attracting and retaining officers, key employees and non-employee board members. Share awards vest in equal annual installments over a three to ten year period from date of issuance. Non-vested shares have voting rights and are eligible for any dividends paid to common shares. The Company recognized compensation cost for these fixed awards over the service vesting period, which represents the requisite service period, using the straight-line method. The value of non-vested shares was calculated based on the offering price of the shares in the most recent private placement offering of \$10.00, adjusted for stock dividends since granted and assumed selling costs (currently \$8.60), which management believes approximates fair market value as of the date of grant.

A summary of the activity for the Company's restricted stock was as follows:

Outstanding shares:	<u>Common Shares</u>
Balance at December 31, 2017	162,127
Granted	146,777
Forfeited	(16,027)
Vested	(53,565)
Balance at December 31, 2018	<u>239,312</u>

The non-vested restricted shares outstanding as of December 31, 2018 will vest over the next one to ten years.

The value of non-vested restricted stock granted for the years ended December 31, 2018 and 2017 was approximately \$2,058,000 and \$1,390,000, respectively.

Share-based compensation expense for the years ended December 31, 2018 and 2017 was approximately \$461,000 and \$559,000, respectively.

12. RELATED PARTY TRANSACTIONS

During the year ended December 31, 2018, the Company leased a portion of its previous corporate headquarters at Pacific Oaks Plaza in Escondido, California to an entity 100% owned by the Company's Chairman and Chief Executive Officer and another related party. Pacific Oaks Plaza was sold on December 27, 2018 and the Company leased the space from the buyer through February 2019. Total rents charged and paid by this affiliate was approximately \$36,000 for the years ended December 31, 2018 and 2017, respectively. The Company expects to continue this leasing arrangement in 2019 at its new office at Genesis Plaza in San Diego, California.

13. SEGMENTS

The Company's reportable segments consist of the three types of commercial real estate properties for which the Company's decision-makers internally evaluate operating performance and financial results: Office/Industrial Properties, Model Homes and Retail Properties. The Company also has certain corporate level activities including accounting, finance, legal administration and management information systems which are not considered separate operating segments. The accounting policies of the reportable segments are the same as those described in Note 2. There is no significant intersegment activity.

The Company evaluates the performance of its segments based upon net operating income ("NOI"), which is a non-GAAP supplemental financial measure. The Company defines NOI for its segments as operating revenues (rental income, tenant reimbursements and other operating income) less property and related expenses (property operating expenses, real estate taxes, insurance, asset management fees, impairments and provision for bad debt) excluding interest expense. NOI excludes certain items that are not considered to be controllable in connection with the management of an asset such as non-property income and expenses, depreciation and amortization, real estate acquisition fees and expenses and corporate general and administrative expenses. The Company uses NOI to evaluate the operating performance of the Company's real estate investments and to make decisions about resource allocations.

The following tables reconcile the Company's segment activity to its results of operations and financial position as of and for the years ended December 31, 2018 and 2017, respectively.

	For the Year Ended December 31,	
	2018	2017
Office/Industrial Properties:		
Rental income	\$ 24,037,363	\$ 25,140,525
Property and related expenses	(9,494,885)	(9,263,556)
Net operating income, as defined	14,542,478	15,876,969
Model Home Properties:		
Rental income	4,642,159	3,899,570
Property and related expenses	(174,238)	(154,206)
Net operating income, as defined	4,467,921	3,745,364
Retail Properties:		
Rental income	3,664,491	4,334,047
Property and related expenses	(1,217,596)	(1,305,702)
Net operating income, as defined	2,446,895	3,028,345
Reconciliation to net income (loss):		
Total net operating income, as defined, for reportable segments	21,457,294	22,650,678
General and administrative expenses	(4,532,703)	(5,200,592)
Depreciation and amortization	(9,101,605)	(9,710,265)
Interest expense	(13,041,016)	(12,954,079)
Interest income	55,909	30,287
Gain on sale of real estate	12,200,138	2,623,469
Deferred offering cost	(1,507,599)	-
Impairment of real estate	(532,951)	-
Acquisition costs	(26,177)	(72,897)
Income tax expense	(518,567)	(208,681)
Net income (loss)	<u>\$ 4,452,723</u>	<u>\$ (2,842,080)</u>

	December 31, 2018	December 31, 2017
Assets by Reportable Segment:		
Office/Industrial Properties:		
Land, buildings and improvements, net (1)	\$ 138,694,773	\$ 160,422,468
Total assets (2)	<u>\$ 143,620,315</u>	<u>\$ 163,041,049</u>
Model Home Properties:		
Land, buildings and improvements, net (1)	\$ 48,762,869	\$ 43,245,832
Total assets (2)	<u>\$ 48,864,060</u>	<u>\$ 44,782,943</u>
Retail Properties:		
Land, buildings and improvements, net (1)	\$ 23,650,423	\$ 30,865,644
Total assets (2)	<u>\$ 27,702,384</u>	<u>\$ 32,534,890</u>
Reconciliation to Total Assets:		
Total assets for reportable segments	\$ 220,186,759	\$ 240,358,882
Other unallocated assets:		
Cash and cash equivalents	9,776,215	8,310,575
Other assets, net	3,087,066	5,827,408
Total Assets	<u>\$ 233,050,040</u>	<u>\$ 254,496,865</u>

(1) Includes lease intangibles and the land purchase option related to property acquisitions.

(2) Includes land, buildings and improvements, current receivables, deferred rent receivables and deferred leasing costs and other related intangible assets, all shown on a net basis.

Capital Expenditures by Reportable Segment

	For the Year Ended December	
	31,	
	2018	2017
Office/Industrial Properties:		
Capital expenditures and tenant improvements	\$ 3,340,023	\$ 3,418,722
Model Home Properties:		
Acquisition of operating properties	17,326,915	17,560,745
Retail Properties:		
Capital expenditures and tenant improvements	19,260	203,002
Totals:		
Acquisition of operating properties, net	17,326,915	17,560,745
Capital expenditures and tenant improvements	3,359,283	3,621,724
Total real estate investments	<u>\$ 20,686,198</u>	<u>\$ 21,182,469</u>

Presidio Property Trust, Inc. and Subsidiaries

Schedule III - Real Estate and Accumulated Depreciation and Amortization – as of December 31, 2018

All amounts are in thousands		Initial Cost			Capitalized Improvements	Total Cost			(1)			Date Acquired	Year Built/Renovated
Property Name/ Location	Encumbrances	Land Cost	Building and Improvements	Acquisition Price		Land Cost	Building & Improvements	Total Cost	Accumulated Depreciation & Depreciation	Reserve for Impairment	NBV Real Estate		
Garden Gateway, Colorado Springs, CO	6,271	3,035	12,091	15,126	2,721	3,035	10,833	16,589	5,423	—	11,166	03/07	1982/2006
Executive Park, Colorado Springs, CO	4,948	1,266	8,815	10,081	1,490	1,266	7,880	10,636	2,660	—	7,976	07/08	2000
Morena Center, San Diego, CA (2)	1,567	1,333	5,203	6,536	787	1,333	5,037	7,157	1,941	500	4,716	01/09	1985
Genesis Plaza, San Diego, CA	6,476	1,400	8,600	10,000	1,712	1,400	8,007	11,119	2,670	—	8,449	08/10	1989
Dakota Center, Fargo, ND	10,315	832	8,743	9,575	1,267	832	9,823	11,922	2,783	—	9,139	05/11	1982
The Presidio, Colorado Springs, CO	5,993	1,325	5,950	7,275	1,962	1,325	5,320	8,607	2,108	—	6,499	11/12	1985
Grand Pacific Center, Bismarck, ND	3,961	413	4,926	5,339	714	413	5,921	7,048	1,234	—	5,814	03/14	1976
Union Terrace, Lakewood, CO	6,354	1,717	7,708	9,425	3,246	1,717	5,749	10,712	2,729	—	7,983	08/14	1982
Centennial Tech Center, Colorado Springs, CO	9,746	2,025	13,475	15,500	3,250	2,025	10,545	15,820	2,860	—	12,960	12/14	1999
Arapahoe Center, Centennial, CO	8,234	1,420	10,430	11,850	2,076	1,420	8,844	12,340	2,089	—	10,251	12/14	2000
West Fargo Industrial, Fargo, ND	4,293	1,693	6,207	7,900	352	1,693	6,052	8,097	854	—	7,243	08/15	1998/2005
300 N.P., Fargo, ND	2,348	135	3,715	3,850	317	135	3,589	4,041	498	—	3,543	08/15	1922
Highland Court, Centennial, CO	6,568	3,608	9,442	13,050	3,093	3,608	7,756	14,457	2,612	—	11,845	08/15	1984
One Park Centre, Westminister, CO	6,586	1,206	7,944	9,150	1,389	1,206	7,366	9,961	1,508	—	8,453	08/15	1983
Shea Center II, Highlands Ranch, CO	17,728	2,214	23,747	25,961	5,449	2,214	19,425	27,088	4,430	—	22,658	12/15	2000
Total Office/ Industrial properties	\$ 101,388	\$ 23,622	\$ 136,996	\$ 160,618	\$ 29,825	\$ 23,622	\$ 122,147	\$ 175,594	\$ 36,399	\$ 500	\$ 138,695		
World Plaza , San Bernardino, CA	3,351	1,698	6,232	7,930	1,116	1,698	6,263	9,077	2,197	700	6,180	09/07	1974
Waterman Plaza, San Bernardino, CA	3,370	2,350	4,814	7,164	556	2,383	4,324	7,263	1,453	833	4,977	08/08	2008
Union Town Center, Colorado Springs, CO	8,440	1,750	9,462	11,212	713	1,750	8,917	11,380	1,476	—	9,904	12/14	2003
Research Parkway, Colorado Springs, CO	1,864	408	2,442	2,850	159	408	2,349	2,916	327	—	2,589	8/15/2016	2003
Total Retail properties	\$ 17,025	\$ 6,206	\$ 22,950	\$ 29,156	\$ 2,544	\$ 6,239	\$ 21,853	\$ 30,636	\$ 5,453	\$ 1,533	\$ 23,650		
Model Homes -NDMHR, LP	4,809	1,387	7,019	8,406	—	1,387	7,020	8,407	459	—	7,948	2010-2016	2010-2016
Model Homes-DMH LP #202	5,748	1,384	7,381	8,765	—	1,385	7,381	8,766	268	—	8,498	2014-2018	2014-2018
Model Homes-DMH LP #203	7,959	1,911	10,220	12,131	—	1,911	10,220	12,131	472	—	11,659	2016-2018	2016-2018
Model Homes-DMH LP #204	5,449	1,409	6,522	7,931	—	1,409	6,521	7,930	94	—	7,836	2018	2018
Model Homes-NDMH LLC	8,764	1,998	11,247	13,245	—	1,998	11,247	13,245	423	—	12,822	2016	2016
Total Model Home properties	32,729	8,089	42,389	50,478	—	8,090	42,389	50,479	1,716	—	48,763		
CONSOLIDATED TOTALS:	\$ 151,142	\$ 37,917	\$ 202,335	\$ 240,252	\$ 32,369	\$ 37,951	\$ 186,389	\$ 256,709	\$ 43,568	\$ 2,033	\$ 211,108		

- (1) Depreciation is computed on a straight-line basis using useful lives up to 39 years.
(2) Property held for sale as of December 31, 2018 and sold for \$5.6 million on January 15, 2019.

Presidio Property Trust, Inc. and Subsidiaries

Schedule III - Real Estate and Accumulated Depreciation and Amortization (continued) – as of December 31, 2018

	For the Year Ended December 31,	
	2018	2017
<i>Real estate</i>		
Balance at the beginning of the year	\$ 274,546,199	\$ 276,833,694
Acquisitions	17,326,915	17,560,745
Improvements	3,359,283	3,616,140
Impairments	(532,951)	-
Dispositions of real estate	(40,023,572)	(23,464,380)
Balance at the end of the year	<u>\$ 254,675,874</u>	<u>\$ 274,546,199</u>
<i>Accumulated depreciation and amortization</i>		
Balance at the beginning of the year	\$ (40,012,255)	\$ (36,311,485)
Depreciation and amortization expense	(8,452,012)	(9,186,190)
Dispositions of real estate	4,896,458	5,485,420
Balance at the end of the year	<u>\$ (43,567,809)</u>	<u>\$ (40,012,255)</u>

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”), effective as of October 18, 2017, (“**Effective Date**”) and executed as of the date below, is entered into by and between Presidio Property Trust, Inc., a Maryland corporation (the “**Company**”), and Jack K. Heilbron (the “**Executive**”).

WHEREAS, the Company desires to employ the Executive and to enter into an agreement embodying the terms of such employment; and

WHEREAS, the Executive desires to accept employment with the Company, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Employment Period. Subject to Section 3(a), the Executive’s employment hereunder shall be for a term (the “**Employment Period**”) commencing on the Effective Date and ending on the Date of Termination (as defined below) of the Executive’s employment pursuant to Section 3 below.

2. Terms of Employment.

(a) Position and Duties.

(i) During the Employment Period, the Executive shall serve as Chief Executive Officer and President of the Company and shall perform such duties as are assigned by the Company’s Board of Directors (the “**Board**”) and are usual and customary for such positions. In such positions, the Executive shall report to the Board. At the Company’s request, the Executive shall serve the Company and/or its subsidiaries and affiliates in other offices and capacities in addition to the foregoing. In the event that the Executive, during the Employment Period, serves in any one or more of such additional capacities, the Executive’s compensation shall not be increased beyond that specified in Section 2(b) of this Agreement. In addition, in the event the Executive’s service in one or more of such additional capacities is terminated, the Executive’s compensation, as specified in Section 2(b) of this Agreement, shall not be diminished or reduced in any manner as a result of such termination for so long as the Executive otherwise remains employed under the terms of this Agreement.

(ii) Location. The Executive’s primary place of work shall be the Company’s corporate office in Escondido, California, or such other location within San Diego County as may be designated by the Board from time to time.

(iii) Compliance. The Executive shall be subject to and comply with the policies and procedures generally applicable to senior executives of the Company to the extent the same are not inconsistent with any term of this Agreement.

(iv) Exclusive Services. During the Employment Period, and excluding any periods of paid time off to which the Executive is entitled, the Executive agrees to devote substantially all of his business time to the business and affairs of the Company. Subject to the provisions of Section 5, during the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) fulfill limited teaching, speaking and writing engagements, (C) manage his personal investments, or (D) engage in such other employment which is approved in writing by the Board or its designee, in the case of clauses (A) through (D), so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee, director and officer of the Company in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company; provided, that, notwithstanding anything to the contrary in this Agreement, (I) no such activity that violates the provisions of Section 5 shall be permitted and (II) the Executive shall notify the Board prior to engaging in any new real estate related business activities after the Effective Date that are unrelated to the performance of the Executive's duties hereunder.

(v) Board Position. In addition, during the Employment Period, the Company shall use its best efforts to cause the Executive to be nominated and elected as Chairman of the Board; provided, however, that the Company shall not be so obligated if cause exists for the removal of the Executive from the Board or for the failure to nominate or elect the Executive as Chairman to the Board. Provided that the Executive is so nominated and elected, the Executive hereby agrees to serve as Chairman of the Board.

(b) Compensation.

(i) Base Salary. During the Employment Period, the Executive shall receive a base salary (the "**Base Salary**") of \$333,900 per annum. The Base Salary shall be paid by the Company at such intervals as the Company pays executive salaries generally. The Base Salary may be reviewed annually by the Board, or the Compensation Committee thereof, and may be increased in the discretion of the Board, or the Compensation Committee thereof. The term "**Base Salary**" as utilized in this Agreement shall refer to Base Salary as so increased from time to time.

(ii) Annual Bonus. In addition to the Base Salary, the Executive shall be eligible to earn, for each fiscal year of the Company ending during the Employment Period, an annual bonus (an "**Annual Bonus**") pursuant to the Company's bonus program applicable to senior executives. The Executive will be eligible to receive an Annual Bonus under any such plan at a target level of up to one hundred percent (100%) of the Executive's Base Salary upon the achievement of targets and other objectives established by the Board or the Compensation Committee thereof for each fiscal year. The Executive must be employed on the date of payment of the Annual Bonus in order to be eligible to receive an Annual Bonus for such fiscal year. The Annual Bonus shall be paid to the Executive by the Company within ninety (90) days following the end of each fiscal year.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all other incentive plans, practices, policies and programs, and all savings and retirement plans, practices, policies and programs, in each case that are applicable generally to senior executives of the Company under the terms and conditions therein as in effect from time to time.

(iv) Welfare Benefit Plans. During the Employment Period, and subject to applicable law and the terms of the underlying benefit plans, the Executive and the Executive's eligible family members shall be eligible for participation at the Company's expense, in the welfare benefit plans, practices, policies and programs (including, if applicable, medical, dental, disability, employee life, group life and accidental death insurance plans and programs) maintained by the Company for its senior executives under the terms and conditions therein as in effect from time to time. In addition, the Company shall pay the premiums for a supplemental life insurance policy on the Executive's life having such terms and conditions as the Executive and the Company may mutually agree from time to time.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Executive in accordance with the policies, practices and procedures of the Company provided to senior executives of the Company under the terms and conditions therein as in effect from time to time. Any amounts payable to the Executive under this Section 2(b)(v) shall be made in accordance with Treasury Regulation Section 1.409A-3(i)(1)(iv) and shall be paid on or before the last day of the Executive's taxable year following the taxable year in which the Executive incurred the expenses. The amounts provided under this Section 2(b)(v) during any taxable year of the Executive's will not affect such amounts provided in any other taxable year of the Executive's, and the Executive's right to reimbursement for such amounts shall not be subject to liquidation or exchange for any other benefit.

(vi) Paid Time Off. During the Employment Period, the Executive shall be entitled to paid time off per year to be used and accrued in accordance with Company policy.

(vii) Automobile Allowance. During the Employment Period, the Company shall, at its sole expense, provide an automobile, selected by mutual agreement of the Company and the Executive, for the Executive's exclusive use.

(viii) Club Dues. During the Employment Period, the Company shall, at its sole expense, reimburse the Executive for the dues for membership at a country club of his choosing.

3. Termination of Employment.

(a) At-Will Employment. The Executive shall be considered an employee of the Company while performing his duties and services pursuant to this Agreement. The Company and the Executive acknowledge that the Executive's employment during the Employment Period will be at-will, as defined under applicable law, and that the Executive's

employment with the Company during the Employment Period may be terminated by either party at any time, with or without Cause, and for any or no reason, with or without notice. If the Executive's employment during the Employment Period terminates for any reason, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as expressly provided in this Agreement.

(b) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death or Disability during the Employment Period. For purposes of this Agreement, "**Disability**" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for ninety (90) consecutive days or for a total of one hundred eighty (180) days in any twelve (12) month period, in either case, as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company and reasonably acceptable to the Executive or the Executive's legal representative.

(c) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause or without Cause. For purposes of this Agreement, "**Cause**" shall mean the occurrence of any one or more of the following events unless the Executive fully corrects the circumstances constituting Cause within thirty (30) days following the date written notice is delivered to the Executive which specifically identifies the circumstances constituting Cause (provided such circumstances are capable of correction):

(i) the Executive's willful and continued failure substantially to perform his duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed his duties;

(ii) the Executive's willful or gross misconduct resulting in economic, reputational or financial damage to the Company or any subsidiary or affiliate;

(iii) the Executive's gross negligence, insubordination or material violation of any fiduciary duty to the Company;

(iv) the Executive's conviction of, or entry by the Executive of a guilty or no contest plea to, a felony or misdemeanor or a crime involving moral turpitude; or

(v) the Executive's willful and material breach of any provision of this Agreement, including, without limitation, the Executive's covenants set forth in Section 5 hereof. For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered "**willful**" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company shall be presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The cessation of employment of the Executive shall not be deemed to be for Cause

unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of any of the conduct described in Section 3(c), and specifying the particulars thereof in detail; provided, that if the Executive is a member of the Board, the Executive shall not vote on such resolution nor shall the Executive be counted in determining the “entire membership” of the Company’s Board of Directors.

(d) Good Reason. The Executive’s employment may be terminated by the Executive for Good Reason or by the Executive without Good Reason. For purposes of this Agreement, “**Good Reason**” shall mean the occurrence of any one or more of the following events without the Executive’s prior written consent, unless the Company fully corrects the circumstances constituting Good Reason within thirty (30) days following the date written notice is delivered to the Board by the Executive which specifically identifies the circumstances constituting Good Reason (provided such circumstances are capable of correction):

(i) a material diminution in the Executive’s base compensation;

(ii) a material diminution in the Executive’s authority, duties or responsibilities, including a requirement that the Executive report to a corporate officer or employee instead of reporting directly to the Board;

(iii) a material change in the geographic location at which the Executive must perform his duties; or

(iv) any other action or inaction that constitutes a material breach by the Company of its obligations to the Executive under this Agreement.

Notwithstanding the foregoing, “**Good Reason**” shall only exist if the Executive shall have provided the Board with written notice within ninety (90) days of the initial occurrence of any of the foregoing events or conditions which specifically identifies the circumstances constituting Good Reason (provided such circumstances are capable of correction). The Executive’s resignation from employment with the Company for Good Reason must occur within six (6) months following the initial existence of the event or condition constituting Good Reason.

(e) Notice of Termination. Any termination by the Company, or by the Executive, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 10(c) of this Agreement. For purposes of this Agreement, a “**Notice of Termination**” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than sixty (60) days after the giving of such notice). The failure by the Executive or the

Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(f) Date of Termination. "**Date of Termination**" means (i) if the Executive's employment is terminated by the Company without Cause or by reason of the Executive's Disability, or by the Executive for Good Reason, the date specified in the Notice of Termination (which date shall not be prior to the expiration of the applicable correction period and shall not be more than sixty (60) days after the giving of such notice), as the case may be, (ii) if the Executive's employment is terminated by the Company for Cause, the Date of Termination shall be the date on which the Company notifies the Executive of such termination (or such other date specified by the Company, which date shall not be more than sixty (60) days after the giving of such notice), (iii) if the Executive's employment is terminated by the Executive without Good Reason, the Date of Termination shall be the thirtieth (30th) day after the date on which the Executive notifies the Company of such termination, unless otherwise agreed by the Company and the Executive, and (iv) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive.

4. Obligations of the Company upon Termination.

(a) Without Cause or For Good Reason. If, during the Employment Period, the Company shall terminate the Executive's employment without Cause or the Executive shall terminate his employment for Good Reason:

(i) The Executive shall be paid an amount equal to the sum of:

(A) the Executive's earned but unpaid Base Salary and accrued but unpaid paid time off through the Date of Termination (the "**Accrued Obligations**"), which Accrued Obligations shall be paid to the Executive on the Date of Termination, plus

(B) the Company shall pay the Executive a cash payment equal to the average Annual Bonuses received by the Executive during the immediately preceding two (2) years, payable no later than ten (10) days after the Release Effective Date; and

(ii) For the period beginning on the Date of Termination and ending on the date which is twelve (12) full months following the Date of Termination (or, if earlier, the date on which the Executive accepts employment with another employer that provides comparable benefits in terms of cost and scope of coverage or the date on which the applicable continuation period under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") expires), the Company shall provide the Executive and his eligible dependents who were covered under the Company's health plans as of the date of the Executive's termination with healthcare benefits which are substantially the same as the benefits provided to currently active employees at such cost to the Executive; provided, however, that (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration

of the period of continuation coverage to be, exempt from the application of Section 409A (as defined below) under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover the Executive under its group health plans without incurring penalties (including without limitation, pursuant to Section 2716 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to the Executive in substantially equal taxable monthly installments over the continuation coverage period (or the remaining portion thereof). The Executive shall be solely responsible for all matters relating to his continuation of coverage pursuant to COBRA, including, without limitation, his election of such coverage and his timely payment of premiums;

(iii) To the extent not theretofore paid or provided, the Company shall timely pay or provide to the Executive any vested benefits and other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company (such other amounts and benefits shall be hereinafter referred to as the “**Other Benefits**”); and

(iv) Effective as of the Date of Termination, but subject to the occurrence of the Release Effective Date, 100% of any outstanding unvested stock options, restricted stock and other equity awards granted to the Executive under any of the Company’s equity incentive plans other than performance-based vesting awards shall become immediately vested and exercisable in full.

Notwithstanding the foregoing, it shall be a condition to the Executive’s right to receive the amounts provided for in Sections 4(a)(i)(B), 4(a)(ii) and 4(a)(iv) above that the Executive execute, deliver to the Company and not revoke a release of claims in substantially the form attached hereto as Exhibit A (the “**Release**”). The Executive shall have fifty (50) days following the Date of Termination to execute such Release. It is understood that, in the event that the Executive is at least forty (40) years old on the Date of Termination, the Executive has a certain period to consider whether to execute such Release, and the Executive may revoke such Release within seven (7) business days after execution. In the event the Executive does not execute such Release within the fifty (50) days following the Date of Termination, or if the Executive revokes such Release within the subsequent seven (7) business day period, the Executive shall not be entitled to the amounts provided for in Sections 4(a)(i)(2), 4(a)(ii) and 4(a)(iv) above. The date on which the Executive’s Release becomes effective and the applicable revocation period lapses shall be the “**Release Effective Date**.”

(b) For Cause or Without Good Reason. If the Executive’s employment shall be terminated by the Company for Cause or by the Executive without Good Reason during the Employment Period, the Company shall have no further obligations to the Executive under this Agreement other than the obligation to pay to the Executive the Accrued Obligations in cash on the Date of Termination and to provide the Other Benefits.

(c) Death or Disability. If the Executive dies or if the Executive’s employment is terminated by reason of the Executive’s Disability during the Employment Period, the Executive (or the Executive’s estate or beneficiaries in the case of the death of the Executive) shall have no right to receive any compensation or benefit hereunder on and after the Date of Termination other than payment of the Accrued Obligations in cash on the Date of Termination and the provision of the Other Benefits.

(d) Exclusive Remedy. Except as otherwise expressly required by law or as specifically provided herein, all of the Executive's rights to salary, severance, benefits, bonuses and other amounts hereunder (if any) accruing after the termination of the Executive's employment shall cease upon such termination. In the event of a termination of the Executive's employment with the Company, the Executive's sole remedy shall be to receive the payments and benefits described in this Section 4. In addition, the Executive acknowledges and agrees that he is not entitled to any reimbursement by the Company for any taxes payable by the Executive as a result of the payments and benefits received by the Executive pursuant to this Section 4, including, without limitation, any excise tax imposed by Section 409A and Section 4999 of the Internal Revenue Code of 1986, as amended (the "**Code**").

(e) No Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Section 4 be reduced by any compensation earned by the Executive as the result of employment by another employer or self-employment or by retirement benefits; provided, however, that loans, advances (other than salary advances) or other amounts owed by the Executive to the Company under a written agreement may be offset by the Company against amounts payable to the Executive under this Section 4; provided, further, that no such offset shall operate to accelerate the payment of any non-qualified deferred compensation.

5. Restrictive Covenants.

(a) Confidentiality. The Executive shall hold in a fiduciary capacity for the benefit of the Company all trade secrets and confidential information, knowledge or data relating to the Company and its subsidiaries and affiliates (collectively, the "**Company Group**") and their businesses and investments, which shall have been obtained by the Executive during the Executive's employment by the Company and which is not generally available public knowledge (other than by acts by the Executive in violation of this Agreement). Except as may be required or appropriate in connection with his carrying out his duties under this Agreement, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against the Company (in which case the Executive shall use his reasonable best efforts in cooperating with the Company in obtaining a protective order against disclosure by a court of competent jurisdiction), communicate or divulge any such trade secrets, information, knowledge or data to anyone other than the Company and those designated by the Company or on behalf of the Company in the furtherance of its business or to perform duties hereunder. Notwithstanding the foregoing, nothing in this Agreement is intended or shall be interpreted as prohibiting the Executive from filing a charge or complaint with any administrative or law enforcement office or agency, exercising any whistleblower rights, providing testimony or information to, or participating in or cooperating with any administrative agency (including the NLRB, EEOC and SEC), governmental investigation or inquiry, or testifying in any administrative or judicial proceeding.

(b) Non-Competition. During the Employment Period, the Executive will not (i) engage, anywhere within the geographical areas in which the Company Group is conducting its business operations or providing services, in any commercial real estate project which is being engaged in by the Company Group or pursue or attempt to develop any retail project known to the Executive and which the Company Group is pursuing, developing or attempting to develop (a “**Project**”), directly or indirectly, alone, in association with or as a shareholder, principal, agent, partner, officer, director, employee or consultant of any other organization, or (ii) divert to any entity which is engaged in any business conducted by the Company Group in the same geographic area as the Company Group, any Project or any customer of any of the Company Group. Notwithstanding the preceding sentence, the Executive shall not be prohibited from owning less than three (3%) percent of any publicly traded corporation, whether or not such corporation is in competition with the Company. If, at any time, the provisions of this Section 5(b) shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 5(b) shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the Executive agrees that this Section 5(b) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

(c) Company Property. All records, files, drawings, documents, models, equipment, and the like relating to the Company’s business, which the Executive has control over shall not be removed from the Company’s premises without its written consent, unless such removal is in the furtherance of the Company’s business or is in connection with the Executive’s carrying out his duties under this Agreement and, if so removed, shall be returned to the Company promptly after termination of the Executive’s employment hereunder, or otherwise promptly after removal if such removal occurs following termination of employment. The Executive shall assign to the Company all rights to trade secrets and other products relating to the Company’s business developed by him alone or in conjunction with others at any time while employed by the Company.

(d) Injunctive Relief. In recognition of the fact that irreparable injury will result to the Company in the event of a breach by the Executive of his obligations under Sections 5(a) through (c) of this Agreement, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefor, the Executive acknowledges, consents and agrees that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available under law or in equity, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by the Executive.

(e) Survival. This Section 5 shall survive any termination of the Employment Period and any expiration or termination of this Agreement.

6. Insurance. The Company shall have the right to take out life, health, accident, “key-man” or other insurance covering the Executive, in the name of the Company and at the Company’s expense in any amount deemed appropriate by the Company. The Executive shall assist the Company in obtaining such insurance, including, without limitation, submitting to any required examinations and providing information and data required by insurance companies. The Executive shall have no interest in any such policies obtained by the Company.

7. Successors.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive’s legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, “**Company**” shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

8. Payment of Financial Obligations. The payment or provision to the Executive by the Company of any remuneration, benefits or other financial obligations pursuant to this Agreement shall be allocated to the Company and, if applicable, any subsidiary and/or affiliate thereof in accordance with any agreements to such effect by the Company, as in effect from time to time.

9. Indemnification.

(a) During the Employment Term and thereafter, the Company agrees to indemnify and hold the Executive and the Executive’s heirs and representatives harmless, to the maximum extent permitted by law, against any and all damages, costs, liabilities, losses and expenses (including reasonable attorneys’ fees) as a result of any claim or proceeding (whether civil, criminal, administrative or investigative), or any threatened claim or proceeding (whether civil, criminal, administrative or investigative), against the Executive that arises out of or relates to the Executive’s service as an officer, director or employee, as the case may be, of the Company, or the Executive’s service, act or inaction for the benefit of the Company, including but not limited to, the delivery of any personal guarantee or collateral for the benefit of the Company, in any such capacity or similar capacity with an affiliate of the Company or other entity at the request of the Company, both prior to and after the Effective Date, and promptly to advance to the Executive or the Executive’s heirs or representatives any and all such expenses upon written request with appropriate documentation of such expense and upon receipt of an undertaking by the Executive or on the Executive’s behalf to repay such amount if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company.

(b) During the Employment Term and thereafter, the Company also shall provide the Executive with coverage under its current directors' and officers' liability policy to the same extent that it provides such coverage to its other executive officers. If the Executive has any knowledge of any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, as to which the Executive may request indemnity under this provision, the Executive will give the Company prompt written notice thereof; provided, that the failure to give such notice shall not affect the Executive's right to indemnification. The Company shall be entitled to assume the defense of any such proceeding and the Executive will use reasonable efforts to cooperate with such defense. To the extent that the Executive in good faith determines that there is an actual or potential conflict of interest between the Company and the Executive in connection with the defense of a proceeding, the Executive shall so notify the Company and shall be entitled to separate representation at the Company's expense by counsel selected by the Executive (provided that the Company may reasonably object to the selection of counsel within ten (10) business days after notification thereof) which counsel shall cooperate, and coordinate the defense, with the Company's counsel and minimize the expense of such separate representation to the extent consistent with the Executive's separate defense and to the extent possible and consistent with all applicable rules of legal ethics. This Section 9 shall continue in effect after the termination of the Executive's employment or the termination of this Agreement.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) Arbitration. Except as set forth in Section 5(d) above, any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation of this Agreement or any arrangements relating to this Agreement or contemplated in this Agreement or the breach, termination or invalidity thereof shall be settled by final and binding arbitration before a single, neutral arbitrator in San Diego, California in accordance with the then existing JAMS Employment Arbitration Rules and Procedures then in effect (the "**Rules**"). The Rules may be found online at www.jamsadr.org. In the event of such an arbitration proceeding, the Executive and the Company shall select a mutually acceptable neutral arbitrator from among the JAMS panel of arbitrators. If the parties are unable to agree upon an arbitrator, one shall be appointed by JAMS in accordance with its Rules. Neither the Executive nor the Company nor the arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Arbitration may be compelled pursuant to the California Arbitration Act (Code of Civil Procedure §§ 1280 et seq.). The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state of California, or federal law, or both, as applicable, and the arbitrator is without jurisdiction to apply any different substantive law. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment upon the award may be entered in any court having jurisdiction thereof. Each party shall pay the fees of its own attorneys, the expenses of its witnesses and all other expenses

connected with presenting its case; provided, however, the Executive and the Company agree that, except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees to the prevailing party. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, the JAMS administrative fees, the fee of the arbitrator, and all other fees and costs, shall be borne by the Company. This Section 10(b) is intended to be the exclusive method for resolving any and all claims by the parties against each other for payment of damages under this Agreement or relating to the Executive's employment; provided, however, that the Executive shall retain the right to file administrative charges with or seek relief through any government agency of competent jurisdiction, and to participate in any government investigation, including but not limited to (i) claims for workers' compensation, state disability insurance or unemployment insurance; (ii) claims for unpaid wages or waiting time penalties brought before the California Division of Labor Standards Enforcement; provided, however, that any appeal from an award or from denial of an award of wages and/or waiting time penalties shall be arbitrated pursuant to the terms of this Agreement; and (iii) claims for administrative relief from the United States Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing (or any similar agency in any applicable jurisdiction other than California); provided, further, that the Executive shall not be entitled to obtain any monetary relief through such agencies other than workers' compensation benefits or unemployment insurance benefits. Nothing in this Section 10(b) shall prohibit or limit the Company or the Executive from seeking provisional relief, including, without limitation, injunctive relief, in a court of competent jurisdiction pursuant to California Code of Civil Procedure Section 1281.8. Both the Executive and the Company expressly waive their right to a jury trial.

(c) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: at the Executive's most recent address on the records of the Company

If to the Company:

Presidio Property Trust, Inc.
1282 Pacific Oaks Place
Escondido, California 92029-2900
Attention: General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(d) Sarbanes-Oxley Act of 2002. Notwithstanding anything herein to the contrary, if the Company determines, in its good faith judgment, that any transfer or deemed transfer of funds hereunder is likely to be construed as a personal loan prohibited by Section 13(k) of the Exchange Act and the rules and regulations promulgated thereunder, then such transfer or deemed transfer shall not be made to the extent necessary or appropriate so as not to violate the Exchange Act and the rules and regulations promulgated thereunder.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(f) Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(g) No Waiver. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 3(d) of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(h) Survival. Provisions of this Agreement shall survive any termination of the Employment Period if so provided herein or if necessary or desirable to fully accomplish the purposes of such provision, including, without limitation, the Executive's obligations under Section 5 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Section 4 hereof is expressly conditioned upon the Executive's continued full performance of his obligations under Section 5 hereof. The Executive recognizes that, except as expressly provided in Section 4, no compensation is earned after termination of the Employment Period.

(i) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with the Company or its subsidiaries (or any predecessor of either).

(j) Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

(k) Right to Advice of Counsel. The Executive acknowledges that he has the right to, and has been advised to, consult with an attorney regarding the execution of this Agreement and any release hereunder; by his signature below, the Executive acknowledges that he understands this right and has either consulted with an attorney regarding the execution of this Agreement or determined not to do so.

(l) Section 409A of the Code.

(i) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder (together, "**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, if the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company shall work in good faith with the Executive to adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Company determines are necessary or appropriate to avoid the imposition of taxes under Section 409A, including without limitation, actions intended to (A) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (B) comply with the requirements of Section 409A; provided, however, that this Section 10(l) shall not create an obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action, nor shall the Company have any liability for failing to do so.

(ii) Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A.

(iii) Notwithstanding anything herein to the contrary, to the extent any payments to the Executive pursuant to Sections 4(a)(i)(B), 4(a)(ii) and 4(a)(iv) are treated as "nonqualified deferred compensation" subject to Section 409A, then (A) no amount shall be payable pursuant to such section unless the Executive's termination of employment constitutes a "separation from service" with the Company (as such term is defined in Treasury Regulation Section 1.409A-1(h) and any successor provision thereto) (a "**Separation from Service**"), and (B) if the Executive, at the time of his Separation from Service, is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code and the Company determines that delayed commencement of any portion of the termination benefits payable to the Executive pursuant to this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "**Payment Delay**"), then such portion of the Executive's termination benefits described in Sections 4(a)(i)(B), 4(a)(ii) and 4(a)(iv) shall not be provided to the Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of the Executive's Separation from Service, (B) the date of the Executive's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to the Executive within ten (10) days following such expiration, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether the Executive is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his Separation from Service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(iv) To the extent that any payments or reimbursements provided to the Executive under this Agreement are deemed to constitute compensation to the Executive to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and the Executive's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

(v) In the event that the amounts payable under Sections 4(a)(i)(B), 4(a)(ii) and 4(a)(iv) are subject to Section 409A and the timing of the delivery of the Executive's Release could cause such amounts to be paid in one or another taxable year, then notwithstanding the payment timing set forth in such sections, such amounts shall not be payable until the later of (A) the payment date specified in such section or (B) the first business day of the taxable year following the Executive's Separation from Service.

(m) Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, the Company has caused these presents to be executed in its name on its behalf, all as of the day and year written below.

PRESIDIO PROPERTY TRUST, INC.

By: /s/ Shirley Bullard

Shirley Bullard

Title: Chair, Compensation Committee of the Board of Directors

Date: October 18, 2017

EXECUTIVE

/s/ Jack K. Heilbron

Jack K. Heilbron

President, Chief Executive Officer

Date: October 18, 2017

Exhibit A

EXHIBIT A

GENERAL RELEASE

[The language in this Release may change based on legal developments and evolving best practices; this form is provided as an example of what will be included in the final Release document.]

This release is being executed pursuant to the Employment Agreement, effective as of October 18, 2017, between Presidio Property Trust, Inc. (the “**Company**”) and Jack K. Heilbron (the “**Agreement**”).

For a valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the “**Releasees**” hereunder, consisting of the Company and each of its partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “**Claims**”), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of the undersigned by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasee’s right to terminate the employment of the undersigned; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, and the California Fair Employment and Housing Act. Notwithstanding the foregoing, this release shall not operate to release the following Claims: (i) Claims based on any right the undersigned may have to enforce the Company’s executory obligations under the Agreement; (ii) Claims the undersigned may have to accrued or vested benefits the undersigned may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company; (iii) any Claims, including claims for indemnification and/or advancement of expenses arising under any indemnification agreement between the undersigned and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company; (iv) any Claims which cannot be waived under applicable law; (v) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law; (vi) Claims for workers’ compensation insurance benefits under the terms of any worker’s compensation insurance policy or fund of the Company; (vii) the undersigned’s right to bring to the attention of the Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing or any other federal, state or local government agency claims of discrimination, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other federal, state or local government agency; provided, however, that the undersigned does release his or her right to secure any damages for alleged discriminatory treatment; or (viii) with respect to the undersigned’s right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator.

Exhibit A

THE UNDERSIGNED ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS HE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

(A) HE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;

(B) HE HAS [TWENTY-ONE (21)][FORTY-FIVE (45)] DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT; AND

(C) HE HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND THIS RELEASE WILL BECOME EFFECTIVE UPON THE EXPIRATION OF THAT REVOCATION PERIOD.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which he may have against Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

Notwithstanding the foregoing, nothing in this release or the Agreement is intended or shall be interpreted as prohibiting the undersigned from filing a charge or complaint with any administrative or law enforcement office or agency, exercising any whistleblower rights, providing testimony or information to, or participating in or cooperating with any administrative agency (including the NLRB, EEOC and SEC), governmental investigation or inquiry, or testifying in any administrative or judicial proceeding.

The undersigned agrees that if he hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim.

Exhibit A

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees, or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Release this __ day of _____, ____.

Jack K. Heilbron

Exhibit A

INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

THIS INDEPENDENT CONTRACTOR CONSULTING AGREEMENT (this "Agreement") is made effective as of January 1, 2018, by and between Presidio Property Trust, Inc., a Maryland corporation ("Company"), and Kenneth W. Elsberry ("Consultant").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. AGREEMENT.

1. Services. Subject to Consultant executing and delivering to Company the attached Non-Disclosure ("NDA Agreement"), Company hereby retains Consultant to perform the following services (the "Services"):

Answer questions and perform tasks posed by the Company staff, Outside Auditors, Board of Directors, and the Company's lawyers, accountants and other personnel on an as-needed basis only pertaining to the historical time period during which Consultant held the role of the Company's Chief Financial Officer.

2. Term and Termination. The term of this Agreement will begin on the date first set forth above and will continue for one (1) year (the "Term"). Either Company or Consultant may terminate this agreement with or without cause at any time upon not less than thirty (30) days' prior written notice to the other party. In the event of termination, Company shall promptly remit any Compensation payable hereunder for Services performed prior to the termination.

3. Consideration. As full and complete payment for all Services rendered hereunder, Consultant will be compensated as follows:

- a) The payment of Consultant's monthly Medicare payment of \$1,465.87; and
- b) The sum of \$100.00 per hour for the Consultant's time in performing the Services.

Consultant shall invoice Company not more frequently than monthly itemizing such hourly work. Payment shall be made by Company no later than 30 days after receipt of an invoice by Company. Consultant shall be solely responsible for any taxes incurred by Consultant in connection with the Services. The Medicare payment and the hourly payment shall be collectively referred to as the "Compensation".

4. Location. Consultant will perform the Services at the Company headquarters of 1282 Pacific Oaks Place, Escondido, California 92029, or at such other location as the parties may mutually agree in writing.

5. Entire Agreement. This Agreement consists of the provisions set forth on this page and the Standard Terms and Conditions attached hereto and incorporated herein by this reference and is subject in all respects to the NDA Agreement. Subject to the NDA Agreement, this Agreement (together with the Standard Terms and Conditions) constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written or oral, related thereto.

B. STANDARD TERMS AND CONDITIONS

1. Independent Contractor Status. Consultant is an independent contractor and not a Company employee. Nothing herein creates or is intended to create any employment relationship between Consultant and Company. Consultant acknowledges that Company does not have control or the right to control Consultant as to the work done and the manner and means in which it is performed. Consultant shall not be eligible to participate in or receive any benefit from any benefit plan or program available to Company employees other than those described or agreed to in this Agreement. Company shall not provide workers' compensation coverage for Consultant and any persons employed or retained by Consultant. Consultant shall comply with all applicable laws and regulations and shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to Compensation paid to Consultant. Consultant retains sole and absolute discretion in the manner and means of carrying out the Services. Consultant has no authority to bind Company to or under any obligation or liability.
 2. Insurance. If requested by Company, Consultant shall maintain adequate insurance and name Company as an additional insured thereunder.
 3. Reports. If requested by Company, Consultant shall provide to Company written periodic reports of his or her activities in a manner and format acceptable to Company, and shall provide related work records, meeting reports and similar documents as requested by Company. Consultant agrees to be available for meetings with Company employees and contractors.
 4. Consultant's Representations, Warranties, and Covenants. Consultant represents and warrants that any and all information, practices or techniques to be described, demonstrated, divulged or made known to Company during the performance of the Services may be divulged without any obligation to, or violation of, any right of others. Consultant further represents and warrants that any and all practices or techniques that he will disclose, along with any related materials, may be freely used by Company without violation of any law or payment of any royalty, except as Consultant shall specifically identify in writing subject to Company's right to approve, in its discretion, the use of any such materials. Consultant shall comply with applicable law and Company policies and procedures and maintain all licenses, permits and registrations required by law for the performance of the Services.
 5. Confidentiality. Consultant acknowledges that Consultant's engagement hereunder is subject to Consultant's execution and delivery of an NDA Agreement that continues in full force and effect pursuant to its terms.
 6. Other Engagements. During the Term, Consultant will not, without the prior written consent of Company: (a) enter into or engage in any business that is preparing to compete or directly competes with the business or demonstrably anticipated business of Company; or (b) promote or assist, financially or otherwise, or invest in any person, firm, association, partnership, corporation or other entity engaged in any business that is preparing to compete or directly competes with the business or demonstrably anticipated business of Company, except for passive investments of less than 5% in publicly traded companies.
 7. Disclosure of Agreement. During the Term of this Agreement, Consultant will communicate the contents of paragraph 5 of this Agreement to any person or entity that intends to employ, associate with, or be represented by Consultant and that is engaged in a business that is competitive to the business of Company.
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8. Remedies. Consultant acknowledges that the actual or threatened disclosure of confidential information or any breach of the provisions of paragraph 5 of this Agreement may give rise to irreparable injury to Company that cannot be adequately compensated with monetary damages, and Consultant agrees that Company may seek and obtain injunctive relief against the breach or threatened breach of any of the aforementioned paragraphs or specific enforcement of such provisions in addition to any other legal or equitable remedies that may be available.

9. Indemnification. Consultant shall indemnify, defend and hold harmless Company from and against any and all losses, claims, and expenses (including reasonable attorneys' fees) directly or indirectly arising out of, or resulting from: (a) any act or omission of Consultant related to services performed for Company hereunder, (b) any unauthorized use by Consultant of Confidential Information, (c) any breach of any representation, warranty, or covenant of Consultant contained in this Agreement, or otherwise made to Company, or (d) any obligation on the part of Company for any federal or state taxes, FICA, withholding, unemployment insurance, disability insurance, or other charges Company is required to pay in connection with the Compensation.

Company shall indemnify, defend and hold harmless Consultant from and against any and all losses, claims, and expenses (including reasonable attorneys' fees) directly or indirectly arising out of, or resulting from: (a) any act or omission of Company related to services performed by Consultant hereunder, (b) any breach of any representation, warranty, or covenant of Company contained in this Agreement, or otherwise made to Company.

10. Notices. Whenever notice is to be served hereunder, service shall be given under this Agreement in writing to the address set forth on the first page of this Agreement. Service shall be by (i) hand delivery, and deemed received upon delivery, (ii) first class certified mail, return-receipt request, postage prepaid, and deemed received five (5) business days after being so mailed, or (iii) a reputable overnight delivery service, postage or delivery charges prepaid, and deemed received three (3) business days after being so sent. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party pursuant to this paragraph.

11. Further Assurances. From time to time, each party hereto shall execute and deliver such instruments as may be reasonably necessary to carry out the purposes and intent of this Agreement, including, without limitation, verification of tax identification number.

12. Governing Law. This Agreement shall be governed by the laws of California, without reference to its rules regarding conflicts of law. Any dispute arising out of this Agreement will be submitted to a state or federal court located in San Diego County, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Delivery of executed signature pages to this Agreement may be by facsimile transmission with confirmation of received transmission or other electronic means that faithfully reproduces the original with the same effect as if a manually signed original were personally delivered.

14. Amendment. No modification or amendment of this Agreement shall be effective unless made in writing and signed by both Consultant and Company.

15. Survival; Assignment. The Standard Terms and Conditions and paragraph 5 of this Agreement shall survive and continue in full force and effect after any termination or expiration of this Agreement. This Agreement is personal to Consultant and may be assigned, delegated, or subcontracted by Consultant only with Company's prior written consent and may be assigned, delegated, or subcontracted by Company in its sole discretion and will inure to the benefit of the successors and assigns of Company, and is binding upon Consultant's successors, heirs and legal representatives. Any assignment, delegation, or subcontracting in violation of this section shall be void.

16. No Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

17. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this Agreement and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

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

CONTRACTOR NON-DISCLOSURE AGREEMENT

This Contractor Non-Disclosure Agreement (this "NDA Agreement"), is entered into by and between Presidio Property Trust, Inc., ("Company") and Kenneth W. Elsberry (hereinafter, "Contractor") and is effective as of January 1, 2018 (the "Effective Date").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information.

- (a) Definition. The term "Confidential Information" as used in this NDA Agreement means all information disclosed, before or after the Effective Date, by Company to Contractor, as well as any information to which Contractor has access or that is learned, generated, or created by Contractor, whether alone or jointly with others. Confidential Information includes, but is not limited to: (i) work flow processes, source code, programming information; (ii) licensing and purchasing agreements; (iii) client lists and other client data, supplier lists, pricing information and fee schedules; (iv) employment, management and consulting agreements and other organizational information; (v) trade secrets and other proprietary business and management methods; (vi) competitive analysis and strategies; (vii) any other technical, marketing, operational, economic, business, management, or financial knowledge, information or data of any nature whatsoever relating to the business of Company, which has been or may hereafter be learned, generated, created, or otherwise obtained by Contractor, alone or jointly with others, whether in written, electronic, oral, or any other form; and (viii) any extracts therefrom. Confidential Information shall also include any information that is provided to Company by third parties and is subject to obligations of confidentiality.
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(b) Exclusions. Notwithstanding Section 1(a), Confidential Information shall not include: (i) information that at the time of disclosure is publicly available, or information which later becomes publicly available through no act or omission of the Contractor; (ii) information that Contractor independently developed without the use of Company's Confidential Information; or (iii) information disclosed to Contractor by a third party not in violation of any obligations of confidentiality to Company.

2. Disclosure and Use of Confidential Information. Contractor will use the Confidential Information only for the purpose of performing his or her duties to Company within the course and scope of engagement, and will make no use or disclosure of the Confidential Information, in whole or in part, for any other purpose. Contractor agrees to keep confidential all Confidential Information and to preserve the confidential and proprietary nature of the Confidential Information at all times. Contractor shall not disclose any Confidential Information except as provided in this NDA Agreement. Contractor represents and warrants that Contractor has not disclosed any Confidential Information prior to the Effective Date.

3. No Ownership or Other Rights Granted. All right, title and interest in and to Confidential Information will remain the property of Company. Nothing in this NDA Agreement will be construed to grant Contractor any rights to or license under the Confidential Information or under any related patent, patent application, trademark, copyright, or other intellectual property of Company.

4. Required Disclosure. In the event that Contractor is requested or required by subpoena or court order to disclose any Confidential Information received pursuant to this NDA Agreement, it is agreed that Contractor will provide immediate notice of such request(s) to Company and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this NDA Agreement granted. If, in the absence of a protective order or the receipt of a waiver hereunder, Contractor is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information received pursuant to this NDA Agreement, then in such event Contractor may disclose such information without liability hereunder, provided that Company has been given a reasonable opportunity to review the text of such disclosure before it is made and that disclosure is limited to only the Confidential Information specifically required to be disclosed.

5. Return of Information. Upon the termination or expiration of Contractor's engagement with Company or upon written request from Company, Contractor shall return all Confidential Information and Company property in his or her possession including, without limitation, all originals, copies, translations, notes, or any other form of said material, without retaining any copy or duplicates thereof, and promptly to delete or destroy any and all written, printed, electronic or other material or information derived from the Confidential Information.

6. Nature of Information. Contractor acknowledges and agrees that the Confidential Information protected by this NDA Agreement is of a special, unique, unusual, extraordinary and intellectual character; that money damages would not be sufficient to avoid or compensate for the unauthorized use or disclosure of the Confidential Information; and, that specific performance, injunctive relief, and other equitable relief would be appropriate to prevent any actual or threatened use or disclosure of the Confidential Information. Contractor also acknowledges that the interests of Company in and to its Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies available at law or in equity for breach of this NDA Agreement, and Contractor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Should litigation be instituted to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including, without limitation, reasonable legal fees, cost of investigation and cost of settlement.

7. Prior Commitments and Indemnification. Contractor represents and warrants that he or she is free to enter into this NDA Agreement and is not bound by any employment agreement, non-disclosure agreement, non-competition agreement or any other agreement, document or obligation, that may infringe on or limit his or her ability or in any manner prevent Contractor from performing any of the obligations under this NDA Agreement, or that may result in liability to the Company in any manner, action, suit or other proceeding concerning Contractor's former employment with any former employer or the termination thereof. Contractor knows of no other agreements, relationships, or commitments to any other person or entity that conflict with Contractor's obligations to the Company under this NDA Agreement. Contractor shall indemnify and hold the Company harmless against any and all costs, attorney's fees, losses, liabilities and expenses resulting from claims, demands, suits, actions or judgments arising out of or in any way related to Contractor's representations, warranties, covenants, agreements, acknowledgments or assignments as set forth in this NDA Agreement.

8. Confidential and Proprietary Information Not to be Disclosed to Company. It is the Company's policy to honor the confidentiality of the confidential and proprietary information of others. Accordingly, Contractor shall not disclose to Company, or use or induce the Company to use, any confidential and proprietary information of any third party. Contractor represents and warrants that he or she has returned all property and confidential and proprietary information belonging to all prior employers and all third parties.

9. Work for Hire. Contractor understands and agrees that, to the extent permitted by law, all work, papers, reports, documentation, drawings, images, product ideas, service ideas, photographs, negatives, tapes and masters therefor, computer programs including their source code and object code, prototypes and other materials (collectively, "Work Product"), including, without limitation, any and all such Work Product generated and maintained on any form of electronic media, that Contractor generates, either alone or jointly with others, during engagement with Company will be considered a "work made for hire," and ownership of any and all copyrights in any and all such Work Product will belong to Company. In the event that any portion of the Work Product should be deemed not to be a "work made for hire" for any reason, Contractor hereby assigns, conveys, transfers and grants, and agrees to assign, convey, transfer and grant to Company, for no additional consideration, all of Contractor's right, title, and interest in and to the Work Product and any copyright therein, and agrees to cooperate with Company in the execution of appropriate instruments assigning and evidencing such ownership rights. Contractor hereby waives any claim or right under "droit moral" or moral rights to object to Company's copyright in or use of the Work Product. Any Work Product not generally known to the public shall be deemed Confidential Information and shall be subject to the use and disclosure restrictions herein.

15. Governing Law. California law will govern the interpretation of this NDA Agreement, without reference to its rules regarding conflicts of law. Any dispute arising out of this NDA Agreement will be submitted to a state or federal court located in San Diego County, California, which will have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Delivery of executed signature pages to this Agreement may be by facsimile transmission with confirmation of received transmission or other electronic means that faithfully reproduces the original with the same effect as if a manually signed original were personally delivered.

17. No Other Agreement; Amendment. This NDA Agreement, together with any attachment regarding Prior Inventions, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral, related thereto. No modification or amendment of this NDA Agreement shall be effective unless made in writing and signed by the parties.

18. Survival; Assignment. This NDA Agreement (a) will survive the termination or expiration of Contractor's engagement with Company, (b) is personal to Contractor and may be assigned, delegated, or subcontracted by Contractor only with Company's prior written consent; (c) may be assigned, delegated, or subcontracted by Company in its sole discretion and will inure to the benefit of the successors and assigns of Company, and (d) is binding upon Contractor's successors, heirs and legal representatives.

19. No Waiver. No waiver of any term, provision, or condition of this NDA Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this NDA Agreement.

20. Severability. If any provision of this NDA Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this NDA Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

21. Authority and Understanding. Each of the Parties, by signing below, represents and warrants to the other Party, that it, he or she has read, understands, and has the authority to bind the named person or entity to this NDA Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this NDA Agreement as of the Effective Date.

Presidio Property Trust, Inc.

By: /s/ Jack. K. Heilbron _____

Jack K. Heilbron, President

Kenneth W. Elsberry

By: /s/ Kenneth W. Elsberry _____

Subsidiaries of the Registrant

Subsidiary	State or other jurisdiction of incorporation or organization missing subsidiary names
Presidio Property Trust, Inc.	Maryland
NetREIT Casa Grande LP	California
NetREIT Palm Self Storage LP	California
NetREIT Garden Gateway LP	California
NetREIT Advisors, LLC	Delaware
NetREIT Dubose Model Home REIT, Inc.	Maryland
NetREIT Dubose Model Home REIT, LP	Delaware
Dubose Advisors, LLC	Delaware
Dubose Model Home Investors #201, LP	California
Dubose Model Home Investors #202, LP	California
NetREIT Yucca Valley, LLC	Delaware
NetREIT National City Partners, LP	California
NETREIT HIGHLAND, LLC	Delaware
NetREIT Presidio, LLC	Delaware
NTR PROPERTY MANAGEMENT, INC.	California
NetREIT Union Terrace, LLC	Delaware
NetREIT Centennial, LLC	Delaware
NetREIT Arapahoe, LLC	Delaware
NetREIT UTC, LLC	Delaware
NetREIT Bismarck, LLC	Delaware
NetREIT Fargo, LLC	Delaware
NetREIT Yucca Valley 2, LLC	Delaware
NetREIT Model Homes, LLC	Delaware
NetREIT West Fargo, LLC	Delaware
NetREIT H Court, LLC	Delaware
NetREIT Genesis, LLC	Delaware
NetREIT Westminster, LLC	Delaware
NetREIT SC II, LLC	Delaware
Dubose Model Home Investors #203 LP	California
Dubose Model Homes Investors #204, LP	California
NetREIT 300 NP, LLC	Delaware
NetREIT Executive, LLC	Delaware
NetREIT Garden Gateway, LLC	Delaware
NetREIT Waterman, LLC	Delaware
NetREIT World, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statements (No. 333-179029 and No. 333-211384) on Form S-3 and in Registration Statements (No. 333-179030 and No. 333-211443) on Form S-8 of Presidio Property Trust, Inc. and Subsidiaries (the “Company”) of our report dated March 22, 2019, relating to our audits of the consolidated financial statements and financial statement schedule, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2018.

SQUAR MILNER LLP

Irvine, California
March 22, 2019

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jack K. Heilbron, certify that:

1. I have reviewed this Annual Report on Form 10-K of Presidio Property Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2019

By: /s/ Jack K. Heilbron
Jack K. Heilbron,
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Adam Sragovicz, certify that:

1. I have reviewed this Annual Report on Form 10-K of Presidio Property Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves Management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2019

By: /s/ Adam Sragovicz

Adam Sragovicz,
Chief Financial Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Quyen T. Dao-Haddock, certify that:

1. I have reviewed this Annual Report on Form 10-K of Presidio Property Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially effect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves Management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2019

By: /s/ Quyen T. Dao-Haddock
Quyen T. Dao-Haddock,
Principal Accounting Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

Each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, in their capacities as CEO, CFO and Principal Accounting Officer, respectively, of Presidio Property Trust, Inc. (the “ **Company** ”) that, to the best of their knowledge:

- (i) the Annual Report for the year ended December 31, 2018 of the Company on Form 10-K (the “ **Report** ”) fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and the results of operations of the Company.

Date: March 22, 2019

By : /s/ Jack K. Heilbron
Jack K. Heilbron,
Chief Executive Officer

Date: March 22, 2019

By: /s/ Adam Sragovicz
Adam Sragovicz,
Chief Financial Officer

Date: March 22, 2019

By: /s/ Quyen T. Dao-Haddock
Quyen T. Dao-Haddock,
Principal Accounting Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Presidio Property Trust, Inc. and will be retained by Presidio Property Trust, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.