

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

September 3, 2015

Hines Global REIT II, Inc.

(Exact name of registrant as specified in its charter)

Commission file number: 333-191106

Maryland

(State or other jurisdiction of incorporation
or organization)

80-0947092

(I.R.S. Employer Identification No.)

2800 Post Oak Boulevard
Suite 5000

Houston, Texas

(Address of principal executive offices)

77056-6118

(Zip code)

(888) 220-6121

(Registrant's telephone number, including area code)

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Hines Global REIT II, Inc. (the “Company”), Hines Securities, Inc. (the “Dealer Manager”), Hines Global REIT II Advisors LP (the “Advisor”) and Ameriprise Financial Services, Inc. (“Ameriprise”) previously entered into a selected dealer agreement (the “Selected Dealer Agreement”), dated as of December 31, 2014, as amended by the Amendment to Selected Dealer Agreement, dated as of February 27, 2015, pursuant to which Ameriprise agreed to act as a selected dealer and offer and sell on a best efforts basis shares of the Company’s common stock pursuant to the Company’s initial public offering. On September 3, 2015, the Company, the Dealer Manager, the Advisor and Ameriprise entered into Amendment No. 2 to Selected Dealer Agreement (the “Ameriprise SDA Amendment”) in connection with the Company’s decision to reclassify a portion of the Class A shares of common stock of the Company, \$0.001 par value per share (the “Class A Shares”) as Class T shares of common stock of the Company, \$0.001 par value per share (the “Class T Shares”).

Pursuant to the terms of the Ameriprise SDA Amendment, the underwriting compensation to be paid to Ameriprise generally will consist of: (a) (i) with respect to the Class A Shares, subject to the reduction of the sales commission in certain circumstances, a sales commission in the amount of 7.0% of the gross proceeds of the Class A Shares sold in the primary offering, plus a marketing fee in the amount of up to 1.5% of the gross proceeds of the Class A Shares sold in the primary offering, and (ii) with respect to the Class T Shares, a sales commission in the amount of 2.0% of the gross proceeds of the Class T Shares sold in the primary offering, plus a marketing fee in the amount of up to 2.5% of the gross proceeds of the Class T Shares sold in the primary offering; and (b) with respect to the Class T Shares only, a distribution and stockholder servicing fee that accrues daily, is paid quarterly in arrears and is calculated on the outstanding Class T Shares issued in the Company’s primary offering in an amount equal to 1.0% of the purchase price per Class T Share (or, once reported, the estimated net asset value); provided, however, that the aggregate amount of distribution and stockholder servicing fees to be paid to Ameriprise will not exceed 4.0%. In addition, the Ameriprise SDA Amendment describes the circumstances pursuant to which the distribution and stockholder servicing fees will cease being paid to Ameriprise.

The Ameriprise SDA Amendment also includes additional representations and covenants regarding the Company’s continued qualification for taxation as a real estate investment trust and the Company’s pending application for a private letter ruling from the Internal Revenue Service concluding that the differences in dividends paid to holders of the Company’s Class A Shares and Class T Shares, as described in the prospectus for the Company’s public offering, will not cause such dividends to be treated as preferential dividends.

The foregoing description of the Ameriprise SDA Amendment does not purport to be complete in scope and is qualified in its entirety by the full text of the Ameriprise SDA Amendment, which is attached to this Current Report on Form 8-K as Exhibit 10.1.

Item 8.01. Other Events.

The Company has determined not to pursue the acquisition of the Domain Apartments, a multi-family community located in Henderson, Nevada. Accordingly, on September 4, 2015, the Company, through a wholly-owned subsidiary of Hines Global REIT II Properties, LP, terminated that certain Real Estate Purchase Agreement, dated as of July 8, 2015, as amended, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC. The Company received a refund of its \$1.5 million earnest money deposit in connection with the termination of the purchase agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

10.1 Amendment No. 2 to Selected Dealer Agreement, dated as of September 3, 2015, by and between Hines Global REIT II, Inc., Hines Securities, Inc., Hines Global REIT II Advisors LP and Ameriprise Financial Services, Inc.

Forward-Looking Statement

This Current Report on Form 8-K contains forward-looking statements (such as those concerning the sale of shares by Ameriprise) that are based on the Company’s current expectations, plans, estimates, assumptions, and beliefs that involve numerous risks and uncertainties, including, without limitation, risks associated with Ameriprise’s ability to sell the shares, future economic, competitive and market conditions, future business decisions and those risks set forth in the Company’s Annual Report on Form 10-K and other filings with the Securities and Exchange Commission. Although these forward-looking statements reflect management’s belief as to future events, actual events or the Company’s investments and results of operations could differ materially from those expressed or implied in these forward-looking statements. To the extent that the

Company's assumptions differ from actual results, the Company's ability to meet such forward-looking statements may be significantly hindered. You are cautioned not to place undue reliance on any forward-looking statements. The Company cannot assure you that it will attain its investment objectives.

SIGNATURES

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

Hines Global REIT II, Inc.

September 10, 2015

By: /s/ J. Shea Morgenroth
Name: J. Shea Morgenroth
Title: Chief Accounting Officer and Treasurer

Exhibit Index

Exhibit No.	Description
10.1	Amendment No. 2 to Selected Dealer Agreement, dated as of September 3, 2015, by and between Hines Global REIT II, Inc., Hines Securities, Inc., Hines Global REIT II Advisors LP and Ameriprise Financial Services, Inc.

AMENDMENT NO. 2 TO SELECTED DEALER AGREEMENT

This Amendment No. 2 to the Selected Dealer Agreement, dated as of the 3rd day of September, 2015 (this “Amendment”), is made by and among each of Hines Global REIT II, Inc., a Maryland corporation (the “Company”), Hines Securities, Inc., a Delaware Corporation (the “Dealer Manager”), Hines Global REIT II Advisors LP, a Texas limited partnership (the “Advisor”), (collectively, the “Issuer Entities”) and Ameriprise Financial Services, Inc. (“Ameriprise”).

WHEREAS, the Issuer Entities and Ameriprise have entered into a Selected Dealer Agreement dated December 31, 2014, as amended by the Amendment to Selected Dealer Agreement dated February 27, 2015, (the “Selected Dealer Agreement”) that sets forth the understandings and agreements whereby Ameriprise will offer and sell on a best efforts basis, for the account of the Company, Class A shares (“Class A Shares”) of common stock (the “Common Stock”) of the Company registered pursuant to the Registration Statement and Prospectus filed with the Securities and Exchange Commission on Form S-11 (File No. 333-191106) under the Securities Act of 1933, as amended and the regulations thereunder; and

WHEREAS, the Company has registered Class T shares (“Class T Shares”) of common stock of the Company under the Registration Statement and Prospectus filed with the Securities Exchange Commission; and

WHEREAS, the Issuer Entities and Ameriprise desire to modify the Selected Dealer Agreement to allow Ameriprise to offer and sell on a best efforts basis, both Class A and Class T Shares of common stock of the Company;

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

1. Section 1 of the Selected Dealer Agreement shall be deleted in its entirety and replaced with the following.

1. Introduction. This Selected Dealer Agreement (the “*Agreement*”) sets forth the understandings and agreements whereby Ameriprise will offer and sell on a best efforts basis for the account of the Company Class A shares (“*Class A Shares*”) and Class T shares (“*Class T Shares*”) of common stock (the “*Common Stock*”), par value \$0.001 per share (Class A Shares and Class T Shares collectively referred to herein as the “*Shares*”), of the Company registered pursuant to the Registration Statement (as defined below) at the per share price set forth in the Registration Statement from time to time (subject to certain volume and other discounts described therein) (the “*Offering*”), pursuant to which Shares are also being offered pursuant to the Company’s Distribution Reinvestment Plan (the “*DRIP*”). The Shares are more fully described in the Registration Statement defined below.

Ameriprise is hereby invited to act as a selected dealer for the Offering, subject to the terms and conditions set forth below.

2. Section 2(o) of the Selected Dealer Agreement shall be deleted in its entirety and replaced with the following.

(o) *Qualification as a Real Estate Investment Trust.* The Company intends to satisfy the requirements of the Internal Revenue Code of 1986 as amended (the “*Code*”) for qualification and taxation of the Company as a real estate investment trust. Commencing with its taxable year ending December 31, 2015, the Company has been organized and operates in conformity

with the requirements for qualification as a real estate investment trust under the Code and its actual method of operation has enabled and its proposed method of operation as described in the Prospectus will enable it to meet the requirements for qualification and taxation as a real estate investment trust under the Code commencing with its taxable year ending December 31, 2015.

The Company's issuance of Class A Shares and Class T Shares will not cause dividends paid by the Company with respect to Class A Shares and Class T Shares to be preferential dividends within the meaning of § 562(c) of the Code. Furthermore, the Company's issuance of Class A Shares and Class T Shares will not cause the Company to fail to qualify as a REIT.

3. The first paragraph of Section 2(kk) of the Selected Dealer Agreement shall be deleted and the following paragraphs should be added to the beginning of Section 2(kk).

Net Investment Methodology. From the date of the initial offering through the earlier of (a) the end of the calendar quarter in which the Company's initial offering closes, or (b) the end of the calendar quarter that is two years after the effective date of the Company's initial public offering, but in no event earlier than April 11, 2016 (provided, that, in all instances, such valuation shall be provided in accordance with such other more restrictive timing as the SEC may require or which may be necessary for Ameriprise to comply with FINRA requirements), the Company may include a per share estimated value reflecting the "net investment" disclosed in the Company's most recent Registration Statement, Form 10-K, Form 10-Q and/or in a Form 8-K (collectively, "SEC Disclosure Documents"). "Net investment" shall be based on the "amount available for investment" percentage in the "Estimated Use of Proceeds" section of the offering prospectus or, where "amount available for investment" is not provided, another equivalent disclosure that reflects the estimated percentage deduction from the aggregate dollar amount of securities registered for sale to the public of sales commissions, dealer manager fees, and estimated issuer offering and organization expenses ("Issuer O&O") (which if based on a range of amounts, may assume Issuer O&O based on raising the maximum offering).

Appraised Value Methodology. Following the permitted period for utilizing "Net Investment Methodology," at a minimum, the Company shall provide a per share value based on the fair value of the Company's assets less liabilities under market conditions existing as of the date of valuation, referred to as Net Asset Value ("NAV"), and assuming the allocation of the resulting NAV among the Company's common shareholders, to arrive at a Net Asset Value Per Share ("Per Share NAV"). Notwithstanding that generally accepted accounting principles of the Financial Accounting Standards Board ("GAAP") generally require the fair value of real estate to reflect the price received to sell an asset in an orderly transaction between market participants at the measurement date and not on an ongoing basis, the NAV shall be determined in a manner consistent with the methods and principles used to determine fair value under GAAP, primarily as set forth in ASC 820, and the international financial reporting standards of the International Accounting Standards Board (as applicable), and consistent with the methodology set forth in Exhibit C to this Agreement. The Board of Directors of the Company will appoint the Audit Committee or another committee comprised of a majority of independent directors of the REIT that will be responsible for oversight of the valuation process ("Valuation Committee"), subject to the final approval of the Company's Board.

4. The Disclosure paragraph of Section 2(kk) shall be deleted in its entirety and replaced with the following.

Disclosure. The determination of the NAV and Per Share NAV, an explanation of the method by which the NAV and Per Share NAV was developed, a statement that such valuation was developed in a manner reasonably designed to ensure its reliability, and the date of the valuation will be reported in the SEC Disclosure Documents filed with the Commission and in each Annual Report sent to investors with sufficient narrative disclosure to meet FINRA regulatory requirements and in a clear and concise manner so as to be understood by the average investor. In addition, if the Company has knowledge of a material impairment or appreciation, or a material other-than-temporary change in the value of any real property or real estate-related asset which would result in a material change in the NAV or Per Share NAV, then the Company shall consider such change prior to the issuance of a valuation and shall otherwise file such SEC Disclosure Documents as required.

5. Sections 3(a) and 3(d) of the Selected Dealer Agreement shall be deleted in their entirety and replaced with the following.

3. Sale of Shares

(a) *Purchase of Shares.* On the basis of the representations, warranties and covenants herein contained, but subject to the terms and conditions herein set forth, the Company hereby appoints Ameriprise as a Selected Dealer for the Shares during the period from the date hereof to the Termination Date (the “**Effective Term**”), including the Shares to be issued pursuant to the DRIP, each in the manner described in the Registration Statement. Subject to the performance by the Company of all obligations to be performed by it hereunder and the completeness and accuracy of all of its representations and warranties, Ameriprise agrees to use its best efforts, during the Effective Term, to offer and sell such number of Shares as contemplated by this Agreement at the price stated in the Prospectus, as the same may be adjusted from time to time.

The purchase of Shares must be made during the offering period described in the Prospectus, or after such offering period in the case of purchases made pursuant to the DRIP (each such purchase hereinafter defined as an “**Order**”).

(i) Persons desiring to purchase Class A Shares are required to (i) deliver to Ameriprise a check in the amount of \$10.00 per Class A Share purchased (subject to certain volume discounts or other discounts as described in the Prospectus, or such other per share price as may be applicable pursuant to the DRIP, or such other per share price as is disclosed from time to time in the Registration Statement or Prospectus) payable to Ameriprise, or (ii) authorize a debit of such amount to the account such purchaser maintains with Ameriprise.

(ii) Persons desiring to purchase Class T Shares are required to (i) deliver to Ameriprise a check in the amount of \$9.4489 per Class T Share purchased (subject to such other per share price as may be applicable pursuant to the DRIP, or such other share price as disclosure from time to time in the Registration Statement or Prospectus) payable to Ameriprise, or (ii) authorize a debit of such amount to the account such purchaser maintains with Ameriprise.

(iii) An order form as mutually agreed upon by Ameriprise and the Company substantially similar to the form of subscription agreement attached to the Prospectus (each an “**Order Form**”) must be completed and submitted to the Company for all investors. The Dealer Manager and American Enterprise Investment Services, Inc. (“**AEIS**”), an affiliate of Ameriprise, are parties to that certain Alternative Investment Product Networking Services Agreement, dated March 23, 2012 as amended (the “**AIP Networking Agreement**”), pursuant to which the broker-

controlled accounts of Ameriprise's customers that invest in the Company will be processed and serviced. The parties acknowledge that any receipt by Ameriprise of payments for subscriptions for Shares shall be effected solely as an administrative convenience, and such receipt of payments shall not be deemed to constitute acceptance of Orders to purchase Shares or sales of Shares by the Company.

All Orders solicited by Ameriprise will be strictly subject to review and acceptance by the Company and the Company reserves the right in its absolute discretion to reject any Order or to accept or reject Orders in the order of their receipt by the Company or otherwise. Within 30 days of receipt of an Order, the Company must accept or reject such Order. If the Company elects to reject such Order, within 10 business days after such rejection, it will notify the purchaser and Ameriprise of such fact and cause the return of such purchaser's funds submitted with such application. If Ameriprise receives no notice of rejection within the foregoing time limits, the Order shall be deemed accepted. Ameriprise agrees to make commercially reasonable efforts to determine that the purchase of Shares is a suitable and appropriate investment for each potential purchaser of Shares based on information provided by such purchaser regarding, among other things, such purchaser's age, investment experience, financial situation and investment objectives. Ameriprise agrees to maintain copies of the Orders received from investors and of the other information obtained from investors, including the Order Forms, for a minimum of 6 years from the date of sale and will make such information available to the Company upon request by the Company.

(d) Compensation.

Class A Shares: In consideration for Ameriprise's execution of this Agreement, and for the performance of Ameriprise's obligations hereunder, the Dealer Manager agrees to pay or cause to be paid to Ameriprise a selling commission (the "**Selling Commission**") of seven percent (\$0.70 based on initial \$10.00 price per share) of the price of each Class A Share (except for Shares sold pursuant to the DRIP) sold by Ameriprise; provided, however, that Ameriprise's Selling Commission shall be reduced with respect to volume sales of Class A Shares to qualifying purchasers (as defined in the Prospectus) and as otherwise set forth in the "Plan of Distribution" section of the Prospectus. In the case of such volume sales to qualifying purchasers, on orders of \$250,000 or more, Ameriprise's Selling Commission shall be reduced by the amount of the Class A Share purchase price discount. In the case of such volume sales to qualifying purchasers, Ameriprise's Selling Commission will be reduced for each incremental Class A Share purchase by such qualifying purchasers where Ameriprise serves as the selected dealer for such purchase, in the total volume ranges set forth in the table below. Any reduction of the Selling Commission otherwise payable to Ameriprise will be credited to the purchaser as additional Class A Shares. Such reduced Class A Share price will not affect the amount received by the Company for investment. The following table sets forth the reduced Selling Commission payable to Ameriprise in connection with volume discounts, which table may be updated from time to time in the Prospectus:

Amount of Selling Commission Volume Discount	Amount of Purchaser's Investment		Maximum Selling Commission per Share
	From	To	
1.0%	\$ 250,000	\$ 499,999	6.0%
2.0%	\$ 500,000	\$ 999,999	5.0%
3.0%	\$ 1,000,000	\$ 2,499,999	4.0%
4.0%	\$ 2,500,000	\$ 4,999,999	3.0%
5.0%	\$ 5,000,000	\$ 9,999,999	2.0%
6.0%	\$ 10,000,000	and over	1.0%

For example, if an investor purchases \$350,000 in Class A Shares, the Selling Commissions on \$100,000 of such shares will be reduced to 6.0%, in which event the investor will receive 35,101 Class A Shares instead of 35,000, the number of Class A Shares the investor would have received if he or she had paid \$10.00 per Class A Share for all the Class A Shares purchased.

For purposes of determining investors eligible for volume discounts, investments made by accounts with the same primary account holder, as determined by the account tax identification number, may be combined. This includes individual accounts and joint accounts that have the same primary holder as an individual account. Investments made through individual retirement accounts may also be combined with accounts that have the same tax identification number as the beneficiary of the individual retirement account. In the event Orders are combined, the commission payable with respect to the subsequent purchase of Shares will equal the commission per share which would have been payable in accordance with the table set forth above if all purchases had been made simultaneously. Any reduction of the seven percent (7.0%) Selling Commission otherwise payable to Ameriprise will be credited to the purchaser as additional Class A Shares. Unless Ameriprise, on behalf of purchasers, indicates that Orders are to be combined and provide all other requested information, the Company will not be held responsible for failing to combine Orders properly.

Purchasers may submit requests in writing to Ameriprise to aggregate subscriptions, as part of a combined order for purposes of determining the number of Class A Shares purchased and the applicable volume discount, provided that any such request must be submitted by Ameriprise to the Dealer Manager simultaneously with the subscription for shares to which the discount is to relate. Ameriprise may make the request to the Dealer Manager on behalf of Ameriprise investors; provided, that, approval of any such volume discounts for combined purchases shall be at the sole discretion of the Dealer Manager and any such discount shall be prorated among the individual subscriptions that were combined for the purchase.

The Company expects the Dealer Manager to enter into Selected Dealer Agreements with other broker-dealers that are members of FINRA, which the Company refers to as participating broker-dealers, to sell the Shares. Except as provided in the Selected Dealer Agreements, the Dealer Manager will reallow to the participating broker-dealers all of the Sales Commissions attributable to such participating broker-dealers. As set forth in the Prospectus, the Company will not pay any Sales Commissions in connection with the sale of Shares in the event: (i) the investor has engaged the services of a registered investment advisor with whom the investor has agreed to pay a fee for investment advisory services (except where an investor has a contract for financial planning services with a registered investment advisor that is also a registered broker dealer, such contract absent any investment advisory services will not qualify

the investor for a reduction of the Sales Commission described above), or (ii) in the event the investor is investing in a bank trust account with respect to which the investor has delegated the decision-making authority for investments made in the account to a bank trust department. The Company will also offer other discounts in connection with certain other types of sales, as set forth in the “Plan of Distribution” section of the Prospectus. The net proceeds to the Company will not be affected by any such discounts.

The Dealer Manager will also re-allow to Ameriprise out of its dealer manager fee a marketing fee of up to 1.5% of the full price of each Class A Share (except for Class A Shares sold pursuant to the DRIP) sold by Ameriprise (the “**Marketing Fee**”); *provided however*, the Company will not pay Ameriprise a Marketing Fee if the aggregate underwriting compensation to be paid to all parties in connection with the Offering exceeds the limitations prescribed by FINRA.

Class T Shares: In consideration for Ameriprise’s execution of this Agreement, and for the performance of Ameriprise’s obligations hereunder, the Dealer Manager agrees to pay or cause to be paid to Ameriprise a **Selling Commission** of two percent (approximately \$0.1890 based on initial \$9.4489 price per share) of the price of each Class T Share (except for Class T Shares sold pursuant to the DRIP) sold by Ameriprise.

The Dealer Manager will also re-allow to Ameriprise out of its dealer manager fee a Marketing Fee of up to 2.5% of the full price of each Class T Share (except for Class T Shares sold pursuant to the DRIP) sold by Ameriprise; *provided however*, the Company will not pay Ameriprise a Marketing Fee if the aggregate underwriting compensation to be paid to all parties in connection with the Offering exceeds the limitations prescribed by FINRA.

In addition, the Dealer Manager will receive an annual distribution and stockholder servicing fee of 1.0% of the purchase price per Class T Share (or, once reported, the amount of our estimated NAV) for Class T Shares purchased; *provided however*, that the amount of the distribution and stockholder servicing fee to be reallowed to Ameriprise will not exceed a total of 4.0% . The distribution and stockholder servicing fee will accrue daily and be paid quarterly in arrears. The Dealer Manager will reallow the ongoing distribution and stockholder servicing fee to the selected dealer who initially sold the Class T Shares to a stockholder or, if applicable, to a subsequent broker-dealer of record of the Class T Shares so long as the subsequent broker-dealer is party to a selected dealer agreement with the Dealer Manager that provides for such reallowance.

The Company will cease paying the distribution and stockholder servicing fee with respect to any particular Class T Share and that Class T Share will convert into a number of Class A Shares determined by multiplying each Class T Share to be converted by the “Conversion Rate” described herein on the earlier of: (i) a listing of the Class A Shares on a national securities exchange; (ii) a merger or consolidation of the Company with or into another entity, or the sale or other disposition of all or substantially all of the Company’s assets; (iii) the end of the month in which the Dealer Manager determines that total underwriting compensation paid in the primary offering including the distribution and stockholder servicing fee paid on all Class T Shares sold in the primary offering is equal to 10.0% of the gross proceeds of the primary offering from the sale of both Class A Shares and Class T Shares; and (iv) the end of the month in which the transfer agent, on behalf of the Company, determines that underwriting compensation paid in the primary offering including the distribution and stockholder servicing fee paid with respect to the Class T Shares held by a stockholder within his or her particular account equals 10.0% of the gross offering price at the time of investment of the Class T Shares held in such account. The length of time over which the distribution and stockholder servicing fee would be paid is approximately 5.25 years from the date of purchase, assuming a constant per share offering price or estimated NAV, as applicable, of \$9.45

per Class T Share. The Conversion Rate will be equal to the quotient, the numerator of which is the estimated net asset value per Class T Share (including any reduction for distribution and stockholder servicing fees as described herein) and the denominator of which is the estimated net asset value per Class A Share. The Company will further cease paying the distribution and stockholder servicing fee on any Class T Share that is redeemed or repurchased, as well as upon the Company's dissolution, liquidation or the winding up of the Company's affairs, or a merger or other extraordinary transaction in which the Company is a party and in which the Class T Shares as a class are exchanged for cash or other securities.

No payment of Selling Commissions, the Marketing Fee or the distribution and stockholder servicing fee will be made in respect of Orders (or portions thereof) which are rejected by the Company. Ameriprise shall transfer to the Transfer Agent the total amount debited from such investor accounts for the purchase of Shares, net of the Selling Commission payable to Ameriprise. The Marketing Fee will be paid via Automated Clearing House (ACH) payment initiated by the Dealer Manager on the second business day following the week in which the dealer manager fee on the applicable Shares sold by Ameriprise is received by the Dealer Manager. Selling Commissions, the Marketing Fee and the distribution and stockholder servicing fee will be payable only with respect to transactions lawful in the jurisdictions where they occur. Purchases of Shares by the Company, Ameriprise or its or their respective affiliates or any of their respective directors, trustees, officers and employees shall be net of commissions. Ameriprise affirms that the Dealer Manager's liability for Selling Commissions, the Marketing Fee and the distribution and stockholder servicing fee payable is limited solely to the proceeds of commissions, the dealer manager fee and the distribution and stockholder servicing fee, respectively, receivable from the Company, and Ameriprise hereby waives any and all rights to receive payment of Selling Commissions, the Marketing Fee and the distribution and stockholder servicing fee due until such time as the Dealer Manager is in receipt of the commission, dealer manager fee and the distribution and stockholder servicing fee, respectively, from the Company.

No Selling Commissions, Marketing Fee or the distribution and stockholder servicing fee shall be paid to Ameriprise for purchases made by an investor pursuant to the DRIP.

The Advisor will pay or cause to be paid to Ameriprise, the amount of any bona fide, itemized, separately invoiced due diligence expenses consistent with the language in the Prospectus and applicable regulations and FINRA rules.

Except for offers and sales of Shares to the Company's officers and directors and their immediate family members, to officers, directors and employees of the Advisor or other affiliates and their immediate family members, to or through registered investment advisers or a bank acting as a trustee or fiduciary, or through any other arrangements described in the "Plan of Distribution" section of the Prospectus, the Company represents that neither it nor any of its affiliates have offered or sold any Shares pursuant to this Offering, and agrees that, through the Termination Date, the Company will not offer or sell any Shares (except for Shares offered pursuant to the DRIP) otherwise than through the Dealer Manager as provided in the Dealer Manager Agreement, Ameriprise as herein provided, the selected dealers other than Ameriprise as provided in the Selected Dealer Agreements, and registered investment advisers as provided in agreements between the Company and/or the Dealer Manager and registered investment advisers, except pursuant to arrangements described in the "Plan of Distribution" section of the Prospectus.

6. The following provision shall be added to the end of Section 7 of the Selected Dealer Agreement, as Section 7(j).

(j) *Information on Share Classes.* The Company has applied for a private letter ruling (“*PLR*”) from the IRS concluding that the differences in the dividends distributed to holders of Class A Shares and Class T Shares due to the class specific fee allocations, as described in the ruling request, will not cause such dividends to be preferential dividends. Promptly upon receipt of the *PLR* from the IRS, the Company will provide a copy of the *PLR* to Ameriprise. The Company has received the favorable opinion of Greenberg Traurig, LLP, counsel to the Company, dated as of the date hereof or as of each Documented Closing Date, as applicable, and addressed to Ameriprise, to the effect that the difference in dividends distributed to the holders of Class A Shares and the holders of Class T Shares, as described in the Prospectus, will not cause such dividends to be deemed preferential dividends within the meaning of Section 562 of the Code and the Treasury Regulations thereunder. The Issuer Entities shall provide Ameriprise with an update at such time as the total Selling Commissions and distribution and stockholder servicing fees for the sale and servicing of Class T Shares for the sale to any single purchaser reach their cap. The Issuer Entities shall make a report available to Ameriprise with such information upon written request throughout the Offering.

7. General

A. All capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Selected Dealer Agreement unless otherwise set forth in this Amendment.

B. Except as otherwise expressly amended by this Amendment, all of the provisions of the Selected Dealer Agreement shall continue in full force and effect in accordance with the terms and conditions.

[signature page follows]

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

HINES GLOBAL REIT II, INC.

By: /s/ Ryan Sims_____

Name:

Title:

HINES SECURITIES, INC.

By: /s/ Frank Apollo_____

Name:

Title:

HINES GLOBAL REIT II ADVISORS LP

By: /s/ Ryan Sims_____

Name:

Title:

AMERIPRISE FINANCIAL SERVICES, INC.

By: /s/ Frank McCarthy_____

Name: Frank A. McCarthy

Title: Senior Vice President and General Manager