As filed with the Securities and Exchange Commission on September 15, 2026.

Registration No. 333-288565

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

Post-Effective Amendment No. 9 to
Form S-11

FOR REGISTRATION UNDER THE SECURITIES ACT OF 1933
OF SECURITIES OF CERTAIN REAL ESTATE COMPANIES

J.P. Morgan Real Estate Income Trust, Inc.
(Exact Name of Registrant as Specified in its Governing Instruments)

390 Madison Avenue
New York, NY 10017
(212) 270-6000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

J.P. Morgan Investment Management Inc.
Chad Tredway
270 Park Avenue
New York, NY 10017
(212) 270-6000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

With copies to:

Jason W. Goode
Lindsey L. G. Magaro
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424
(404) 881-7000

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

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

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

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

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☒ 333-288565

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

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

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

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

EXPLANATORY NOTE

This Post-Effective Amendment No. 9 to the Registration Statement on Form S-11 (No. 333-288565) is filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended, solely to add exhibits not previously filed with respect to such Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 36. Financial Statements and Exhibits

(b) Exhibits.

10.1*	First Amendment to Credit Agreement, dated May 22, 2026, by and among by and among J.P. Morgan REIT Operating Partnership, L.P., J.P. Morgan Real Estate Income Trust, Inc., as parent guarantor, certain subsidiaries of J.P. Morgan REIT Operating Partnership, L.P., as subsidiary guarantors, Truist Bank, as administrative agent, and the lenders party thereto from time to time.
10.2	Increase and Joinder to Credit Agreement, dated August 27, 2026, by and among J.P. Morgan REIT Operating Partnership, L.P., J.P. Morgan Real Estate Income Trust, Inc., as parent guarantor, certain subsidiaries of J.P. Morgan REIT Operating Partnership, L.P., as subsidiary guarantors, Truist Bank, as administrative agent, and the lenders party thereto from time to time (filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on September 1, 2026 and incorporated herein by reference).
23.1*	Consent of Independent Valuation Advisor

* Filed herewith.

Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-11 and has duly caused this amended Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, in the State of New York, on September 15, 2026.

J.P. Morgan Real Estate Income Trust, Inc.

By: /s/ Lawrence A. Goodfield, Jr.

Lawrence A. Goodfield, Jr.
Chief Financial Officer and Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this amended Registration Statement has been signed by the following persons in the capacities and on the dates as indicated.

Name	Title	Date
/s/ Chad Tredway Chad Tredway	Chairperson of the Board and Chief Executive Officer (Principal Executive Officer)	September 15, 2026
/s/ Lawrence A. Goodfield, Jr. Lawrence A. Goodfield, Jr.	Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	September 15, 2026
* Randy A. Daniels	Independent Director	September 15, 2026
* Justin M. Murphy	Independent Director	September 15, 2026
* Yvonne D. Nelson	Independent Director	September 15, 2026
* William L. Ramseyer	Independent Director	September 15, 2026
*By: /s/ Lawrence A. Goodfield, Jr. Lawrence A. Goodfield, Jr.	Attorney-in-Fact	September 15, 2026

Exhibit 10.1

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of May 22, 2026 (this "Amendment"), among J.P. MORGAN REIT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership (the "Company"), the Guarantors party hereto, the Lenders party hereto, and TRUIST BANK, as Administrative Agent (the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended Credit Agreement (as defined below).

WHEREAS, the Company, the Designated Borrowers from time to time party thereto, the Administrative Agent, and the Lenders and L/C Issuers from time to time party thereto are parties to that certain Credit Agreement, dated as of July 15, 2025 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement", and as amended by this Amendment, the "Amended Credit Agreement"); and

WHEREAS, the Company, the Guarantors party hereto, the Lenders party hereto and the Administrative Agent desire to amend certain provisions of the Credit Agreement subject to the terms and conditions of this Amendment;

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

SECTION 1. Modification of the Credit Agreement. On the First Amendment Effective Date (as defined below), *Section 7.09(d)* of the Credit Agreement is hereby amended and restated in its entirety as follows:

(d) Secured Indebtedness. Permit Total Secured Indebtedness to exceed forty percent (40%) of Total Asset Value as of the last day of any fiscal quarter; provided that, for purposes of calculating compliance with this Section 7.09(d) for any fiscal quarter ending on March 31, 2026 or thereafter: (i) Total Secured Indebtedness shall not include any Indebtedness under the Repo Line and (ii) Total Asset Value shall not include any First Mortgage Investments or any investments in mezzanine loans that are financed under the Repo Line.

SECTION 2. Conditions of Effectiveness. This Amendment shall be effective as of the first date on which all of the following conditions precedent are satisfied (such date being referred to herein as the "First Amendment Effective Date"):

2.1 Administrative Agent's receipt of counterparts of this Amendment duly executed and delivered by each of the Loan Parties, the Administrative Agent and Lenders constituting Required Lenders.

2.2 Administrative Agent's receipt of a pro forma Compliance Certificate with calculations as of December 31, 2025, after giving effect to this Amendment.

2.3 On the First Amendment Effective Date, both before and after giving effect to this Amendment, (a) the representations and warranties contained in *Article V* of the Credit Agreement and the other Loan Documents are true and correct in all material respects (or, in the case of the representations and warranties in *Section 5.20* of the Credit Agreement or any representation and warranty that is qualified by materiality, in all respects), except to the extent that such representations and warranties specifically refer to an earlier date or period, in which case they were true and correct in all material respects (or, in the case of *Sections 5.14(b)* and *5.20* of the Credit Agreement or any representation and warranty that is qualified by materiality, in all respects) as of such earlier date or for the respective period, as applicable, and except that for purposes of this Amendment, the representations and warranties contained in *subsections (a)* and *(b)* of *Section 5.05* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *clauses (a)* and *(b)*, respectively, of *Section 6.01* of the Credit Agreement, and (b) no Default exists or would result from the consummation of this Amendment.

SECTION 3. Representations and Warranties of Loan Parties. In order to induce the Lenders and the Administrative Agent to enter into this Amendment, each of the Loan Parties represents and warrants (which representations and warranties shall survive the execution and delivery hereof) to the Administrative Agent and the Lenders that:

(a) it has all requisite power and authority to execute, deliver and perform its obligations under this Amendment and the Amended Credit Agreement;

(b) the execution and delivery by each Loan Party of this Amendment and the performance of this Amendment and the Amended Credit Agreement by each Loan Party party thereto have been duly authorized by all necessary corporate or other organizational action;

(c) no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance of this Amendment or the Amended Credit Agreement, except with respect to notices which have already been given or where the failure to obtain any of the foregoing would not have a Material Adverse Effect;

(d) this Amendment has been duly executed and delivered on its behalf by a duly authorized officer, and this Amendment and the Amended Credit Agreement each constitutes a legal, valid and binding obligation of such Loan Party enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal Debtor Relief Laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies;

(e) no Default or Event of Default exists or would result from the consummation of the transactions contemplated by this Amendment or the Amended Credit Agreement; and

(f) the representations and warranties contained in *Article V* of the Credit Agreement and the other Loan Documents are true and correct in all material respects (or, in the case of the representations and warranties in *Section 5.20* of the Credit Agreement or any representation and warranty that is qualified by materiality, in all respects) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date or period, in which case they were true and correct in all material respects (or, in the case of *Sections 5.14(b)* and *5.20* of the Credit Agreement or any representation and warranty that is qualified by materiality, in all respects) as of such earlier date or for the respective period, as applicable, and except that for purposes of this Amendment, the representations and warranties contained in *subsections (a)* and *(b)* of *Section 5.05* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *clauses (a)* and *(b)*, respectively, of *Section 6.01* of the Credit Agreement.

SECTION 4. Affirmation of Guarantors. Each Guarantor hereby approves and consents to this Amendment and the transactions contemplated by this Amendment. Each Guarantor agrees and affirms that its guarantee of the Obligations (i) continues to be in full force and effect and is hereby ratified and confirmed in all respects and shall apply to the Credit Agreement, as amended hereby, and all of the other Loan Documents, as such are amended, restated, supplemented or otherwise modified from time to time in accordance with their terms and (ii) extends to all obligations of the Loan Parties under the Loan Documents.

SECTION 5. Costs and Expenses. The Company acknowledges and agrees that its payment obligations set forth in *Section 10.04* of the Credit Agreement include the reasonable and documented out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Amendment and any other documentation contemplated hereby (whether or not this Amendment becomes effective or the transactions contemplated hereby are consummated and whether or not a Default or Event of Default has occurred or is continuing), including, but not limited to, the reasonable fees, charges and disbursements of Riemer & Braunstein LLP, counsel to the Administrative Agent.

SECTION 6. Ratification.

(a) Except as herein agreed, the Credit Agreement and the other Loan Documents remain in full force and effect and are hereby ratified and affirmed by the Loan Parties. Each of the Loan Parties hereby (i) confirms and agrees that the Company has no defense, counterclaim or offset of any kind whatsoever with respect to the Obligations, and (ii) reaffirms and admits the validity and enforceability of the Credit Agreement and the other Loan Documents.

(b) This Amendment shall be limited precisely as written and, except as expressly provided herein, shall not be deemed (i) to be a consent granted pursuant to, or a waiver, modification or forbearance of, any term or condition of the Credit Agreement or any of the instruments or agreements referred to therein or a waiver of any Default or Event of Default under the Credit Agreement, whether or not known to the Administrative Agent or any of the Lenders, or (ii) to prejudice any right or remedy which the Administrative Agent or any of the Lenders may now have or have in the future against any Person under or in connection with the Credit Agreement, any of the instruments or agreements referred to therein or any of the transactions contemplated thereby.

SECTION 7. Modifications. Neither this Amendment, nor any provision hereof, may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the parties hereto.

SECTION 8. References. The Loan Parties acknowledge and agree that this Amendment constitutes a Loan Document. Each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in each other Loan Document (and the other documents and instruments delivered pursuant to or in connection therewith) to the "Credit Agreement", "thereunder", "thereof" or words of like import, shall mean and be a reference to the Credit Agreement as modified hereby and as the Credit Agreement may in the future be amended, restated, supplemented or modified from time to time.

SECTION 9. Counterparts; Execution. *Section 10.17* of the Credit Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

SECTION 10. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 11. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a

provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12. Governing Law. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

(INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 13. Headings. Section headings in this Amendment are included for convenience of reference only and shall not affect the interpretation of this Amendment.

SECTION 14. Entire Agreement. THIS AMENDMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Pages Immediately Follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the date first above written.

BORROWER:
J.P. MORGAN REIT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

BY: J.P. Morgan Real Estate Income Trust, Inc., its general partner

By: /s/ Lawrence A. Goodfield, Jr.
Name: Lawrence A. Goodfield, Jr.
Title: Chief Financial Officer

PARENT GUARANTOR:

J.P. MORGAN REAL ESTATE INCOME TRUST, INC., a Maryland corporation

By: /s/ Lawrence A. Goodfield, Jr.
Name: Lawrence A. Goodfield, Jr.
Title: Chief Financial Officer

SUBSIDIARY GUARANTORS:

DALLAS INDUSTRIAL AMBASSADOR ROW LP DALLAS INDUSTRIAL CARPENTER LP
DALLAS INDUSTRIAL FOREST LP
DALLAS INDUSTRIAL GARDEN BROOK I LP
DALLAS INDUSTRIAL GARDEN BROOK II LP DALLAS INDUSTRIAL INTERNATIONAL LP
DALLAS INDUSTRIAL REGAL I LP
DALLAS INDUSTRIAL REGAL II LP
DALLAS INDUSTRIAL SURVEYOR LP,
each a Delaware limited partnership

By: Dallas Industrial Portfolio Realty Company GP LLC, its general partner

By: /s/ Lawrence A. Goodfield, Jr.
Name: Lawrence A. Goodfield, Jr.
Title: Authorized Signatory

As an Authorized Signatory of the general partner of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

SHOPS AT GRAND INVESTOR LLC
EAST TAMPA REALTY COMPANY LLC
FIORE RESIDENTIAL REALTY COMPANY LLC PINELLAS PARK REALTY COMPANY LLC
THE KENSLEY ACQUISITION LLC
OSWEGO REALTY COMPANY LLC
SAVANNAH TERMINAL REALTY COMPANY LLC FIRST STUDENT WASHINGTON REALTY LLC
FIRST STUDENT NEW YORK REALTY LLC
FIRST STUDENT NEW JERSEY REALTY LLC
FIRST STUDENT ILLINOIS REALTY LLC
FIRST STUDENT 150 SOUTH 24TH STREET REALTY LLC
FIRST STUDENT 101 OLD FRANKSTOWN ROAD REALTY LLC
FIRST STUDENT C&W REALTY LLC
RED MOUNTAIN REALTY COMPANY LLC,
FIRST STUDENT CALIFORNIA REALTY LLC
11801 INDUSTRY REALTY COMPANY LLC
HERON LAKES REALTY COMPANY LLC,
FISHER ACQUISITION LLC,
each a Delaware limited liability company

By: /s/ Lawrence A. Goodfield, Jr.
Name: Lawrence A. Goodfield, Jr.
Title: Authorized Signatory

As an Authorized Signatory of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities.

1015 ANDREW OWNER LLC,
a Delaware limited liability company

By: 1015 Mezz I, LLC, its managing member

By: 1015 Mezz 2, LLC, its managing member

By: Harrison Hill Acquisition LLC, its member

By: /s/ Lawrence A. Goodfield, Jr.
Name: Lawrence A. Goodfield, Jr.
Title: Authorized Signatory

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent, L/C Issuer, and a Lender

By: /s/ Toby Coons
Name: Toby Coons
Title: Director

LENDER:

BMO BANK N.A., as a Lender

By: /s/ Jack Seeberg
Name: Jack Seeberg
Title: Vice President

LENDER:

BANK OF AMERICA, N.A., as a Lender

By: /s/ Thomas W. Nowak
Name: Thomas W. Nowak
Title: Senior Vice President

[Signature Page to First Amendment]

Exhibit 23.1

CONSENT OF INDEPENDENT VALUATION ADVISOR

We hereby consent to (1) the reference to our name (including under the heading “Experts”) and the description of our role in the valuation process of any properties of J.P. Morgan Real Estate Income Trust, Inc. (the “Company”) in the Company’s Registration Statement on Form S-11, the prospectus included therein (the “Prospectus”) and in any future amendments or supplements thereto, under the headings “Net Asset Value Calculation and Valuation Guidelines – Independent Valuation Advisor” and “Net Asset Value Calculation and Valuation Guidelines – Valuation of Properties”, and (2) the disclosure on page 3 of Supplement No. 7 to the Prospectus and in any future amendments or supplements thereto that the amount presented in the line item “Investments in real estate” represents the sum of the estimated values of the Company’s properties we have provided to the Company, as of the date presented.

/s/ SitusAMC Real Estate Valuation Services, LLC

SitusAMC Real Estate Valuation Services, LLC
West Des Moines, Iowa

September 15, 2026