



1 INVESTMENT AMOUNT Make all checks* payable to: Hines Global Income Trust, Inc.

* Cash, cashier's checks/official bank checks, temporary checks, foreign checks, money orders, third party checks, or travelers checks are not accepted.

\$ [] Initial Purchase (\$2,500 minimum) [] Subsequent Purchase (\$50 minimum)

SHARE CLASS SELECTION Select class I or D below (Required)

Share Class I (3948) Not available for accounts held on a No Transaction Fee Platform
Share Class D (3947) Available for accounts on a No Transaction Fee Platform

2 OWNERSHIP TYPE (Select only one)

A. Account Type: Brokerage Account Number, Non-Qualified, Qualified
B. Third Party Custodial Account: Account Number, Paperwork and funding MUST be submitted through the Custodian, Custodian Information

3 INVESTOR INFORMATION

A. Investor Name (Investor/Trustee/Executor/Authorized Signatory Information) (Residential street address MUST be provided. See Section 4 if mailing address is different than residential street address.)

First Name, Last Name, Social Security Number, Date of Birth, Gender, Daytime Phone Number, Email Address, Residential Street Address, City, State, Zip Code, Country of Citizenship

B. Co-Investor Name (Co-Investor/Co-Trustee/Co-Authorized Signatory Information, if applicable)

First Name, Last Name, Social Security Number, Date of Birth, Gender, Daytime Phone Number, Email Address, Residential Street Address, City, State, Zip Code, Country of Citizenship

3 INVESTOR INFORMATION (continued)

C. Entity Name - Retirement Plan/Trust/Corporation/Partnership/Other

(Trustee(s) and/or authorized signatory(s) information **MUST** be provided in Sections 3A and 3B)

Entity Name	Tax ID Number	Date of Trust	Exemptions (See Form W-9 instructions at www.irs.gov) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Entity Type (Select one. Required) <input type="checkbox"/> Retirement Plan <input type="checkbox"/> Trust <input type="checkbox"/> S-Corp <input type="checkbox"/> C-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____			

D. Transfer on Death Beneficiary Information (Individual or Joint Account with rights of survivorship only.) (Not available for Louisiana residents.) (Beneficiary Date of Birth required. Whole percentages only; must equal 100%)

First Name	(MI)	Last Name	SSN:	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	_____ %
First Name	(MI)	Last Name	SSN:	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	_____ %
First Name	(MI)	Last Name	SSN:	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	_____ %
First Name	(MI)	Last Name	SSN:	Date of Birth (MM/DD/YYYY)	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	_____ %

4 MAILING ADDRESS (If different than residential street address provided in Section 3A)

Address	City	State	Zip Code
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5 DISTRIBUTIONS

A. If you are **NOT** an Alabama, Arkansas, Idaho, Kansas, Kentucky, Maine, Maryland, Nebraska, New Jersey, Ohio or Washington investor, you are automatically enrolled in our Distribution Reinvestment Plan. *If you do NOT wish to be enrolled in the Distribution Reinvestment Plan, please complete Section 5(C).*

B. If you **ARE** an Alabama, Arkansas, Idaho, Kansas, Kentucky, Maine, Maryland, Nebraska, New Jersey, Ohio or Washington investor, you are NOT automatically enrolled in our Distribution Reinvestment Plan. If you wish to participate, please check the box below. *If you do NOT wish to be enrolled in the Distribution Reinvestment Plan, please complete Section 5(C).*

Distribution Reinvestment Plan (See the current prospectus, as supplemented to date (the "Prospectus") for details)

C. If you do not wish to enroll in the Distribution Reinvestment Plan, please complete the information below. (Select only one)
(For Custodial held accounts, if you elect cash distributions the funds must be sent to the Custodian)

1. **Cash/Check Mailed to the address set forth above** (Non-Custodial investors only)

2. **Cash/Check Mailed to Third Party/Custodian**

Name/Entity Name/Financial Institution	Mailing Address		
City	State	Zip Code	Account Number (Required)

3. **Cash/Direct Deposit** Attach a **pre-printed voided check**. (Non-Custodial investors only)

I authorize Hines Global Income Trust, Inc. ("Hines Global Income Trust" or the "Company") or its agent to deposit my distribution into my checking or savings account. This authority will remain in force until I notify Hines Global Income Trust in writing to cancel it. In the event that Hines Global Income Trust deposits funds erroneously into my account, they are authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.

Financial Institution Name	Mailing Address	City	State
Your Bank's ABA Routing Number		Your Bank Account Number	

PLEASE ATTACH A PRE-PRINTED VOIDED CHECK

6 REGISTERED INVESTMENT ADVISER INFORMATION *(Required Information. All fields must be completed)*

The Registered Investment Adviser (the "RIA") must sign below to complete the order. By signing below, the RIA confirms that the RIA has read and hereby makes the representations, warranties, covenants and agreements set forth in this Section 6.

RIA Firm		RIA Name	
RIA Mailing Address			
City		State	Zip Code
CRD Number	RIA IARD Number	Telephone Number	
E-mail Address		Fax Number	

X
RIA Signature Date

Please note that unless previously agreed to in writing by Hines Global Income Trust, all sales of any class of the Company's securities (the "Shares") must be made through a Broker-Dealer, including when an RIA has introduced the sale. In all cases, Section 6 must be completed. The RIA shall not execute any transaction involving the purchase of Shares in a discretionary account without prior written approval of the transactions by the investor; provided, that, if the RIA has been given a limited power of attorney to exercise discretionary authority with respect to investments by a client, the RIA shall be permitted to execute transactions with respect to such discretionary account at the discretion of Hines Securities, Inc. (the "Dealer Manager") and subject to the RIA's delivery to the Dealer Manager of all documents and other information requested by the Dealer Manager.

The RIA confirm(s), which confirmation is made on behalf of the RIA with respect to this subscription order, that it (i) has reasonable grounds to believe that the information and representations concerning the investor identified herein the "Investor" are true, correct and complete in all respects; (ii) has discussed such Investor's prospective purchase of Shares with such Investor; (iii) has advised such Investor of all pertinent facts with regard to the lack of liquidity and marketability of the Shares; (iv) has delivered or made available a current Prospectus and related supplements, if any, to such Investor; (v) has reasonable grounds to believe that the Investor is purchasing these Shares for his or her own account; and (vi) has reasonable grounds to believe that the purchase of Shares is a suitable Investment for such Investor, that such Investor meets the suitability standards applicable to such Investor set forth in the Prospectus and related supplements, if any, and that such Investor is in a financial position to enable such Investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto.

The RIA is not authorized or permitted to give and represents that it has not given, any information or any representation concerning the Shares except as set forth in the Prospectus, and any additional sales material which has been approved in advance in writing by the Company (the "Authorized Sales Materials"). The RIA has delivered a copy of the Prospectus to the Investor prior to or simultaneously with the first solicitation of an offer to sell the Shares. The RIA did not send or give sales material, including Authorized Sales Materials, to the Investor unless it was preceded or accompanied by a Prospectus. The RIA represents that it has not shown or given to the Investor or reproduced any material or writing which was supplied to it by the Company, the Dealer Manager or their agents marked "broker-dealer use only" or "institutional use only" or otherwise bearing a legend denoting that it is not to be shared with or given to Investors.

The RIA represents that it is presently registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), and has complied with registration or notice filing requirements of the appropriate regulatory agency of each state in which the RIA has clients, or is exempt from such registration requirements. The RIA represents that it is familiar with and in compliance with all applicable requirements, including those relating to the distribution of final prospectuses, imposed upon it under (a) the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC promulgated under both such acts, (b) the Statement of Policy Regarding Real Estate Investment Trusts of the North American Securities Administrators Association (the "NASAA Guidelines"), (c) all applicable state securities laws and regulations as from time to time in effect, (d) any other state and federal laws and regulations applicable to the activities of the RIA, including without limitation the privacy standards and requirements of state and federal laws, including the Gramm-Leach-Bliley Act of 1999; and (e) this Subscription Agreement and the Prospectus. The RIA's signature above constitutes a representation to the Company and the Dealer Manager that the RIA is a properly registered or licensed RIA, duly authorized to perform the activities contemplated by this Subscription Agreement under federal and state securities laws and regulations and in the states in which such activities occur. The RIA agrees to comply with the record keeping requirements imposed by federal and state laws. The RIA has solicited purchasers of the Shares only in the jurisdictions in which the RIA has been advised by the Company that such solicitations can be made and in which the RIA is qualified to so act.

The RIA represents further that it or an SEC-registered broker-dealer engaged by the RIA has conducted all necessary due diligence and "know your customer" checks on the Investor in order to comply with any and all applicable laws, rules, and regulations including, but not limited to, the USA Patriot Act of 2001, the Bank Secrecy Act, regulations or orders issued by the Office of Foreign Asset Control at the Department of the Treasury ("OFAC"), and any other applicable anti-money laundering ("AML") laws, rules, or regulations.

6 REGISTERED INVESTMENT ADVISER INFORMATION *(continued)*

Without limiting the foregoing, the RIA agrees that, with respect to any subscription order submitted for the purchase of Shares, the RIA, or an SEC-registered broker-dealer engaged by the RIA to perform the following services on behalf of the RIA as the RIA's agent: (i) has implemented an AML program consistent with the requirements of 31 U.S.C. 5318(h) and will update such AML program as necessary to implement changes in applicable laws and guidance; (ii) has established and will perform the specified requirements for a customer identification program ("CIP") consistent with the requirements of C.F.R. § 1023.220, in a manner consistent with Section 326 of the USA Patriot Act of 2001; (iii) shall promptly disclose to the Dealer Manager potentially suspicious or unusual activity detected as part of its CIP procedures in order to enable the Dealer Manager to file a suspicious activity report, as appropriate based on the Dealer Manager's judgment; (iv) upon the request of the Dealer Manager, shall certify annually to the Dealer Manager that the representations contained in this paragraph of this subscription agreement remain accurate and that the RIA or its agent is in compliance with such representations; and (v) shall promptly provide its books and records relating to its performance of CIP procedures to the SEC, the Financial Industry Regulatory Authority ("FINRA"), and authorized law enforcement agencies, either directly or through the Dealer Manager, at the request of the Dealer Manager, FINRA, or an authorized law enforcement agency.

The RIA represents that the Investor meets the suitability standards set forth in the Prospectus or in any suitability letter or memorandum sent to it by the Company or the Dealer Manager.

In offering the Shares, the RIA has made every reasonable effort to determine the purchase of the Shares is a suitable and appropriate investment for the Investor and has complied with the requirements imposed upon it by the Prospectus, the Securities Act, the Exchange Act, and all applicable Blue Sky laws, as well as all other applicable rules and regulations relating to suitability of investors and prospectus delivery requirements, including without limitation, the provisions of Article III.C. and Article III.E.1. of the NASAA Guidelines. Nothing contained in this Subscription Agreement shall be construed to impose upon the Company or the Dealer Manager the responsibility of assuring that the Investor meets the suitability standards set forth in the Prospectus, or to relieve the RIA from the responsibility of assuring that the Investor meets the suitability standards in accordance with the terms and provisions of the Prospectus. The RIA shall only sell Class I Shares and Class D Shares to those persons who are eligible to purchase such classes of Shares as described in the Prospectus.

The RIA has ensured that, in recommending the purchase, sale or exchange of Shares to the Investor, the RIA has reasonable grounds to believe, on the basis of information it has obtained from the Investor concerning the Investor's age, investment objectives, investment experience, income, net worth, other investments, financial situation and needs, and any other information known to the RIA that (a) the Investor is in a financial position appropriate to enable him to benefit from an investment in the Shares based upon the Investor's investment objectives and overall portfolio structure; (b) the Investor has a fair market net worth sufficient to bear the economic risk inherent in an investment in Shares in the amount proposed, including loss, and lack of liquidity of such investment; (c) the Investor has an apparent understanding of the fundamental risks of an investment in Shares, the lack of liquidity of the Shares, the background and qualifications of the Company's sponsor, advisor and their affiliates, and the tax consequences of an investment in the Shares; and (d) an investment in Shares is otherwise suitable for the Investor. The RIA agrees to retain the records containing the information and documents used in the RIA's determination that an investment in the Shares is suitable and appropriate for the Investor for a period of at least six years from the date of this Subscription Agreement and to make such records available to (a) the Dealer Manager and the Company upon request, and (b) to representatives of the SEC, any self-regulatory organization and state securities administrators upon the RIA's receipt of an appropriate request for documents from any such agency or organization. The RIA has not purchased any Shares for a discretionary account without obtaining the prior written approval of the RIA's Customer and his or her signature on this Subscription Agreement. The RIA agrees that the RIA shall comply with all of the requirements and hereby makes all of the representations, warranties and covenants set forth in Annex A to this Subscription Agreement if the RIA has adopted or adopts a process whereby certain transactions may be authorized by the RIA's clients via "Electronic Signature" and/or if the RIA intends to use electronic delivery to distribute the Prospectus or other offering documents.

Each RIA, by its execution of this Subscription Agreement, agrees to severally indemnify and hold harmless the Company, the Dealer Manager and each of their respective officers and directors (including any persons named in the Registration Statement for the Company's offering (the "Registration Statement"), with his or her consent, as about to become a director), each person who has signed the Registration Statement and each person, if any, who controls the Company or the Dealer Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any losses, claims, damages or liabilities, joint or several, to which the Company, the Dealer Manager, any such director or officer, or controlling person may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon (a) any use of sales literature not authorized or approved by the Company or use of "broker-dealer use only" or "institutional use only" materials with members of the public or unauthorized verbal representations concerning the Shares by the RIA or the RIA's representatives or agents, or (b) any untrue statement or alleged untrue statement made by the RIA or its representatives or agents or omission or alleged omission to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the offer and sale of the Shares, or (c) any material breach of the representations, warranties, covenants or agreements made by the RIA in this Subscription Agreement, or (d) any failure to comply with applicable laws governing money laundry abatement and anti-terrorist financing efforts, the rules and regulations of the SEC and the USA PATRIOT Act of 2001. The RIA will reimburse the aforesaid parties for any reasonable legal or other reasonable expenses incurred by them in connection with investigating or defending such loss, claim, damage, liability or action; provided that the RIA shall not be liable in any such case if it is determined in a legal proceeding that the Company and the Dealer Manager were at fault in connection with such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which the RIA may otherwise have.

7 SUBSCRIBER SIGNATURES

Hines Global Income Trust is required by law to obtain, verify and record certain personal information from you or persons on your behalf in order to establish the account. Required information includes name, date of birth, permanent residential address and social security/taxpayer identification number. We may also ask to see other identifying documents. If you do not provide the information, Hines Global Income Trust may not be able to open your account. By signing the Subscription Agreement, you agree to provide this information and confirm that this information is true and correct. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate which may include closing your account.

Please separately initial each of the representations below. Except in the case of fiduciary accounts, you may not grant any person a power of attorney to make the representations on your behalf. In order to induce Hines Global Income Trust to accept this subscription, I hereby represent and warrant to you as follows:

PLEASE NOTE: ALL ITEMS MUST BE READ AND INITIALED

- (a) A copy of the Final Prospectus was delivered to me at least five business days before the date of this agreement.
Initials
- (b) I have (i) a minimum net worth (not including home, home furnishings and personal automobiles) of at least \$250,000, or (ii) a minimum net worth (as previously described) of at least \$70,000 and a minimum annual gross income of at least \$70,000.
Initials
- (c) In addition to the general suitability requirements described above in 7(b), I meet the higher suitability requirements, if any, imposed by my state of primary residence as set forth in the Prospectus under "SUITABILITY STANDARDS."
Initials
- (d) I acknowledge that there is no public market for the Shares and, thus, my investment in Shares is not liquid.
Initials
- (e) I am purchasing the Shares for my own account or, if I am purchasing Shares on behalf of an entity named in Section 3.C of this Subscription Agreement, I have due authority to execute this Subscription Agreement on behalf of such entity and hereby legally bind such entity.
Initials
- (f) I understand that the transaction price per share at which my investment will be executed will be made available at www.hinesglobalincometrust.com and in a prospectus supplement or post-effective amendment filed with the Securities and Exchange Commission ("SEC"), available at www.sec.gov. I understand that the transaction price per share will be made available generally within 15 calendar days after the last calendar day of the prior month, and such transaction price will generally be equal to the prior month's net asset value ("NAV") per share of the class of Shares being purchased, plus applicable upfront selling commissions and dealer manager fees. I understand that my subscription request will not be accepted before the later of (i) two business days before the first calendar day of each month and (ii) three business days after the transaction price is made publicly available. I understand that I am not committed to purchase Shares at the time my subscription request is submitted and I may cancel my subscription at any time before the time it has been accepted as described in the previous sentence. I understand that I may withdraw my subscription request by notifying the transfer agent, my registered investment adviser, or directly through a toll-free telephone line, (888) 220-6121.
Initials

State-Specific Requirements

- (g) If I am a **Kansas** resident, it is recommended by the Office of the Kansas Securities Commissioner that Kansas investors limit their aggregate investment in the securities of Hines Global Income Trust and other non-traded real estate investment trusts to not more than 10% of their liquid net worth. For these purposes, liquid net worth shall be defined as that portion of total net worth (total assets minus total liabilities) that is comprised of cash, cash equivalents and readily marketable securities.
Initials
- (h) If I am a **Kentucky** resident, then in addition to meeting the suitability standards described in the Prospectus, I shall not invest more than 10% of my liquid net worth in Hines Global Income Trust's Shares or in shares of its affiliates' non-publicly traded real estate investment trusts.
Initials
- (i) If I am a **Vermont** resident, and I am not an accredited investor(s) as defined in the Federal securities laws, then in addition to meeting the suitability standards described in the Prospectus, my investment in Hines Global Income Trust's Shares shall not exceed 10% of my liquid net worth. For these purposes, "liquid net worth" is defined as an investor's total assets (not including home, home furnishings, or automobiles) minus total liabilities.
Initials

I declare that the information supplied above is true and correct and may be relied upon by the Company. I acknowledge that the RIA of record indicated in Section 6 of this Subscription Agreement or the RIA's designated clearing agent, if any, will have full access to my account information, including the number of Shares I own, tax information (including the Form 1099) and redemption information. Investors may change the RIA of record at any time by contacting Hines Investor Relations at the number indicated below.

TAXPAYER IDENTIFICATION/SOCIAL SECURITY NUMBER CONFIRMATION (required): The investor signing below, under penalties of perjury, certifies: (i) that the number shown on this subscription agreement is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (ii) that I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; (iii) I am a U.S. person (including a resident alien); and (iv) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

NOTE: You must cross out (ii) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X X
Signature of Investor *Date* *Signature of Co-Investor or Custodian* *Date*
(if applicable)

(MUST BE SIGNED BY CUSTODIAN OR TRUSTEE IF PLAN IS ADMINISTERED BY A THIRD PARTY)

8 MISCELLANEOUS

If investors participating in the Distribution Reinvestment Plan or making subsequent purchases of Shares of Hines Global Income Trust experience a material adverse change in their financial condition or can no longer make the representations or warranties set forth in Section 7 above, they are asked to promptly notify Hines Global Income Trust and the RIA in writing.

No sale of Shares may be completed until at least five business days after you receive the final Prospectus. You will receive a written confirmation of your purchase.

All items on the Subscription Agreement must be completed in order for your subscription to be processed. Subscribers are encouraged to read the Prospectus in its entirety for a complete explanation of an investment in the Shares of Hines Global Income Trust.

Please be aware that Hines Global Income Trust, Hines Global REIT II Advisors LP (the "Advisor"), Hines Interests Limited Partnership (the "Sponsor"), the Dealer Manager and their respective officers, directors, employees and affiliates are not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with Hines Global Income Trust's public offering or the purchase of Hines Global Income Trust's common stock and that the Advisor and the Dealer Manager have financial interests associated with the purchase of Hines Global Income Trust's common stock, as described in the Hines Global Income Trust's prospectus, including fees, expense reimbursements and other payments they anticipate receiving from Hines Global Income Trust in connection with the purchase of the common stock.

9 DELIVERY INSTRUCTIONS

A. BEFORE YOU SUBMIT

1) Have you completed all required information?

The Social Security Number, Date of Birth and Residential Street Address must be provided for ALL signers.

2) Are you using a Third Party Custodian?

Paperwork and funding must be submitted through the Custodian. Contact your Custodian for mailing instructions, wiring information, and any additional paperwork that might be required.

3) Are you opening a Trust or Entity type account?

Enclose additional required documentation as indicated in Section 2.

4) Are you requesting ACH Direct Deposit?

A pre-printed voided check is required.

B. MAILING ADDRESS:

Regular Mail:

Hines Global Income Trust
P.O. Box 219010
Kansas City, MO 64121-9010

Overnight Mail:

Hines Global Income Trust
430 W. 7th St.
Kansas City, MO 64105

C. WIRING INSTRUCTIONS:

United Missouri Bank
Account Name: Hines Universal Account
ABA Routing Number: 101000695
Account Number: 9871737284
Ref: [Investor Name]

Bank Address:

1010 Grand Blvd.
Kansas City, MO 64106

For assistance completing this form, contact Hines Investor Relations at 888.220.6121

ANNEX A

Requirements for Use of Electronic Signatures and Electronic Delivery of Documents

I. **Electronic Signature.** If the RIA has adopted or adopts a process by which persons may authorize certain account-related transactions and/or requests, in whole or in part, by “Electronic Signature” (as such term is defined by the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq., the Uniform Electronic Transactions Act, as promulgated by the Uniform Conference of Commissioners on Uniform State Law in July 1999 and as adopted by the relevant jurisdiction(s) where the RIA is licensed or registered (or exempt from such licensing or registration requirements), and applicable rules, regulations and/or guidance relating to the use of electronic signatures issued by the SEC, FINRA and the North American Securities Administrators Association (“NASAA”), including the NASAA Statement of Policy Regarding Use of Electronic Offering Documents and Electronic Signatures, adopted on May 8, 2017, as amended from time to time (the “NASAA E-Signature and E-Delivery Guidelines” and collectively, “Electronic Signature Law”), to the extent the Company allows the use of Electronic Signature, in whole or in part, the RIA represents that: (i) each Electronic Signature will be genuine; (ii) each Electronic Signature will represent the signature of the person required to sign the Subscription Agreement or other document to which such Electronic Signature is affixed; and (iii) the RIA shall comply with the terms outlined in the Electronic Signature Use Rules of Engagement set forth in Section III of this Annex A. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Subscription Agreement of which this Annex A forms a part.

II. **Electronic Delivery.** If the RIA intends to use electronic delivery to distribute the Prospectus or other documents related to the Offering to any person, the RIA agrees that it shall comply with all applicable rules, regulations and/or guidance relating to the electronic delivery of documents issued by the SEC, FINRA and state securities administrators and any other laws or regulations related to the electronic delivery of prospectuses, including without limitation the NASAA E-Signature and E-Delivery Guidelines. The RIA agrees that it shall obtain and document its receipt of the informed consent of individuals seeking to invest in the Offering prior to delivering the Prospectus in electronic format to such individuals, which documentation shall be maintained by the RIA and made available to the Company and/or the Dealer Manager upon request.

III. **Electronic Signature Use Rules Of Engagement.** In consideration of the Company allowing the RIA and the RIA’s clients to authorize certain account-related transactions and/or requests, in whole or in part, by Electronic Signature, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the RIA does hereby, for itself and its successors and permitted assigns, covenant and agree that:

- a. The RIA has selected an appropriate electronic signature technology that: (i) adheres to applicable Electronic Signature Law; (ii) provides a visible indication that an Electronic Signature was affixed to the relevant document and displays the date on which such Electronic Signature was affixed thereto; (iii) employs an authentication process to establish signer’s identity and authority to sign (the “Authentication Process”); (iv) prevents the Electronic Signature from repudiation; (v) protects the signed record from undetected and unauthorized alteration after signing; (vi) requires the signer to scroll to the bottom of each page of any document to be signed before advancing to the next page; (vii) requires the signer to separately sign or initial each representation made in the subscription agreement; and (viii) utilizes a password protected interface to provide client access to documents to be signed electronically or which have previously been signed electronically. The Authentication Process shall comply with the Customer Identification Program requirements of the USA PATRIOT Act.
- b. The RIA shall advise clients that (i) participation in the Electronic Signature program is optional and that participation in the Electronic Signature program is not a condition for participation in any investment; (ii) investors must expressly opt—in to the Electronic Signature program to participate; (iii) any investor that fails to make an election for participation in the Electronic Signature program will execute paper subscription documents; (iv) investors may terminate their participation in the Electronic Signature program at any time; (v) investors that elect to participate in the Electronic Signature program will have the ability to elect to receive the Prospectus and other materials electronically or in paper form; (vi) the same investment opportunities will be available to the investor, regardless of whether the investor participates in the Electronic Signature program; (vii) the use of Electronic Signatures will not affect the RIA’s obligation to make the suitability determinations that are required pursuant to the Prospectus and the Subscription Agreement of which this Annex A is a part; and (viii) the RIA maintains and shall comply with written policies and procedures covering its use of Electronic Signatures.
- c. The RIA or its designee shall maintain a copy (the “Record”) of each Electronic Signature used to execute a transaction and/or request for the life of the account and for the time period required by applicable Electronic Signature Law, the NASAA Guidelines, and state and federal laws, rules and regulations after the account is closed. The RIA shall provide such Record to the Company and/or the Dealer Manager upon reasonable request. Supporting documentation for the use of any Electronic Signature shall be maintained by the RIA and available to the Company and/or the Dealer Manager upon request. The RIA shall maintain all Records in accordance with applicable recordkeeping obligations under state and federal securities laws, rules and regulations, all applicable state laws, rules and regulations and all guidance issued by NASAA.
- d. Electronic Signature may only be used to the extent permitted by the Company.
- e. The consent of the RIA’s client as investor shall be obtained for the use of Electronic Signature prior to delivery of any Electronic Signature to the Dealer Manager, the Company or the Company’s transfer agent. For each transaction and/or request submitted, the signer must be informed that an Electronic Signature is being created. If a party must sign or initial a single document in more than one place, a separate signature or expression of intent to sign shall be obtained for each location where a signature is required. If multiple documents are to be signed, a separate signature or expression of intent to sign shall be obtained for each document.

f. The RIA does hereby, for itself and its successors and permitted assigns, covenant and agree to indemnify and hold harmless the Company, the Dealer Manager and each of their respective officers and directors (including any persons named in the Registration Statement with his consent, as about to become a director), each person who has signed the Registration Statement and each person, if any, who controls the Company or the Dealer Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages, liabilities and expenses to which the Company, the Dealer Manager, any such director or officer, or controlling person may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon a breach of the RIA's representations or covenants set forth in Sections I and II above or the representations set forth in this paragraph. The RIA represents that it will comply with all applicable terms of Electronic Signature Law as outlined in this Annex A. The RIA represents that the Company may accept any Electronic Signature without any responsibility to verify or authenticate that it is the signature of the RIA's customer, given with such customer's prior authorization and consent. The RIA represents that the Company may act in accordance with the instructions authorized by Electronic Signature without any responsibility to verify that the RIA's customer intended to give the Electronic Signature for the purpose of authorizing the instruction, transaction or request and that the RIA's customer received all disclosures required by applicable Electronic Signature Law. The RIA agrees to provide a copy of each Electronic Signature and further evidence supporting any Electronic Signature upon request by the Company. This indemnity agreement will be in addition to the indemnification obligations of the RIA pursuant to the Dealer Manager Agreement and any other liability which the RIA may otherwise have.

g. The RIA acknowledges that, to the extent the RIA is deemed to be acting as an agent of the Company due to the RIA's activities in connection with Section XVII of the Agreement and this Exhibit A, the RIA is acting as an agent of the Company only with respect to the delivery of the Prospectus and Supplemental Information electronically, the administration of the subscription process and the obtainment of electronic signatures, and only to the extent the RIA's actions are in compliance with these Electronic Signature Use Rules of Engagement and this Agreement.

If Electronic Signature credentials may be used multiple times, the RIA shall use a procedure to identify and de-activate expired, withdrawn or compromised signer credentials. The RIA shall establish procedures for removing Electronic Signature credentials when an investor no longer wishes to participate in the use of Electronic Signature.