

# Owl Rock Core Income Corp. Subscription Agreement



Ameriprise Financial Services, LLC

**This form is to be used with Ameriprise Direct Investment Application. The client must have an existing Ameriprise Account titled in the same registration prior to submitting this form.**

**Return to:**

eFile, fax to 1.866.432.9267, or mail to 70400 Ameriprise Financial Center Minneapolis, MN 55474

## 1 | Investor Information

Owl Rock Core Income Corp. (referred to herein as the “Company” or “ORCIC”)

<b>Investment Amount</b>	<b>Ameriprise Financial Account Number</b>
<b>Name of Investor/Trustee</b>	<b>Social Security or Tax ID Number</b>
<b>Name of Co-Investor/Trustee (if applicable)</b>	<b>Social Security or Tax ID Number</b>
<b>Name of Co-Investor/Trustee (if applicable)</b>	<b>Social Security or Tax ID Number</b>

**Share Class** (Must select one) \_\_\_\_\_

- Class S** - Please refer to Appendix A located on Page 4 regarding the Upfront Fee
  
- Net of Commission\*** Please check this box **ONLY** if you are eligible to purchase Class I shares based on the following criteria:  
\*Ameriprise Financial and its affiliates, including officers, directors, employees, and registered representatives, as well as the immediate family members of such persons, as defined by FINRA Rule 5130, may receive Class I Common Shares of the Company in connection with this Offering as described in the Prospectus.

## 2 | Distribution Instructions (check one of the following 2 options)

- Dividend Reinvestment Plan** - Please check this box to enroll in ORCIC’s Dividend Reinvestment Plan

Refer to the prospectus for terms of the Distribution Reinvestment Plan. If you participate in the Distribution Reinvestment Plan or make subsequent purchases of shares of the Company, and you fail to meet the minimum net worth or annual income requirements for making an investment or you can no longer make the representations or warranties set forth in Section 5, you are expected to promptly notify your broker-dealer, financial advisor investment advisor in writing of the change and to terminate your participation in the Dividend Reinvestment Plan.

- Cash** - Please check this to box to have your distribution paid in cash to your Ameriprise Financial Services brokerage account listed above.

**3 | Prospectus Delivery (Check one of the following two options)**

I received a copy of the final Prospectus via:

**Physical paper copy delivery**

**Electronic delivery\***

\* For electronically delivered prospectuses only, I acknowledge and agree that I provided my prior consent to receive the Prospectus and certain other offering materials electronically.

**4 | Investor Initials**

**In order to induce the Company to accept this subscription, I (we) hereby represent and warrant as follows\*:**

Each investor must initial representations A through F if applicable:

	Primary Investor Initials	Co-Investor Initials	Co-Investor Initials
<b>A</b> I (we) have received the prospectus (as amended or supplemented) for the Company at least five business days prior to the date hereof.	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>B</b> I (we) acknowledge that shares of this offering are illiquid and appropriate only as a long-term investment.	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>C</b> I (we) represent that I am/(we are) am either purchasing the shares for my (our) own account, or if I am (we are) purchasing shares on behalf of a trust or other entity of which I am (we are) a trustee or authorized agent, I (we) have due authority to execute this subscription agreement and do hereby legally bind the trust or other entity of which I am (we are) trustee or authorized agent.	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>D</b> I (we) represent that I (we) either have (i) a net worth of at least \$250,000 or (ii) a net worth of at least \$70,000 and a gross annual income of at least \$70,000. (Net worth does not include home, furnishings and personal automobiles).	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>E</b> I (we) understand the offering is expected to be perpetual in nature with no intended liquidity event. Shareholders may achieve liquidity by request through periodic share repurchases, if available.	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>F</b> Initial only if applicable: I am (we are) a resident of <b>Alabama, Idaho, Kansas, Kentucky, Maine, Massachusetts, Missouri, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Vermont or Washington</b> and meet the additional suitability requirements imposed by my (our) state of primary residence as set forth in the prospectus (as amended or supplemented as of the date hereof) under the section described in the prospectus and entitled "Suitability Standards".	<input type="text"/>	<input type="text"/>	<input type="text"/>

(THIS SPACE INTENTIONALLY LEFT BLANK)

## 5 | Important information Rights, Certifications and Authorizations

### Substitute IRS Form W-9 Certification:

Under penalties of perjury, I certify that:

1. 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), and
2. 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, and
3. I am a U.S. citizen or other U.S. person (defined in IRS Form W-9 instructions).

**Certification Instructions:** You must cross out certification 2 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 IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

By signing below, you also acknowledge:

- You should not expect to be able to sell your shares regardless of how we perform.
- The Company may offer to repurchase a limited number of shares and/or you may be able to sell your shares, in either case you may receive less than your initial purchase price.
- We do not intend to list our shares on any securities exchange and we do not expect a secondary market in the shares to develop.
- You should consider that you may not have access to the money you invest for an indefinite period of time.
- Because you will be unable to sell your shares, you will be unable to reduce your exposure in any market downturn.
- The Company may pay distributions from sources other than earnings which may affect future distributions.
- The amount of distributions, if any, are uncertain and at the discretion of the Company's board of directors.
- An investment in our shares is not suitable for you if you need access to the money you invest.
- Our distributions may be funded from unlimited amounts of offering proceeds or borrowings, which may constitute a return of capital and reduce the amount of capital available to us for investment. Any capital returned to stockholders through distributions will be distributed after payment of fees and expenses.
- Our distributions to stockholders may be funded in significant part from the reimbursement of certain expenses, including through the waiver of certain investment advisory fees, that may be subject to repayment to our investment adviser. Significant portions of these distributions may not be based on our investment performance and such waivers and reimbursements may not continue in the future. The repayment of any amounts owed will reduce the future distributions to which you would otherwise be entitled.
- While a shareholder will not know our net asset value on the effective date of the share purchase, our net asset value applicable to a purchase of shares generally will be available within 20 business days after the effective date of the share purchase; at that time, the number of shares based on that net asset value and each shareholder's purchase will be determined and shares are credited to the shareholder's account as of the effective date of the share purchase.

### Each investor must sign below

**X**

Owner or Authorized Person Signature

Date (mm/dd/yyyy)

**X**

Joint Owner or Authorized Person Signature

Date (mm/dd/yyyy)

**X**

Joint Owner or Authorized Person Signature

Date (mm/dd/yyyy)

## 6 | Financial Advisor Signature

The undersigned confirms by its signature that it (i) has reasonable grounds to believe that the information and representations concerning the investor(s) identified herein are true, correct and complete in all respects; (ii) has verified that the form of ownership selected is accurate and, if other than individual ownership, has verified that the individual executing on behalf of the investor(s) is properly authorized and identified; (iii) has discussed such investors' prospective purchase of shares with such investor(s); (iv) has advised such investor(s) of all pertinent facts with regard to the liquidity and marketability of the shares; (v) has delivered the prospectus and related amendments and supplements, if any, to such investor(s); (vi) understands that no sale of shares shall be completed until at least five business days after the date the investor(s) receives a copy of the prospectus, as amended or supplemented; and (vii) has reasonable grounds to believe that the purchase of shares is a suitable investment for such investor(s), that such investor(s) meets the Suitability Standards applicable to such investor(s) set forth in the prospectus (as amended or supplemented as of the date hereof), 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 Broker Dealer, Financial Advisor or Investor Representative listed in Section 6 has performed functions required by federal and state securities laws and, as applicable, FINRA rules and regulations, including, but not limited to Know Your Customer, Suitability and PATRIOT Act (AML, Customer Identification) as required by its relationship with the investor(s) identified on this document. By checking the share class in Section 1, you affirm that in accordance with the prospectus (i) this investment meets applicable qualifying criteria, and (ii) fees due are reduced or waived as disclosed therein.

This subscription agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the state of Maryland. I understand this Subscription Agreement is for the offering of ORCIC.

Name of Financial Advisor \_\_\_\_\_

Advisor Number \_\_\_\_\_

**X**

Advisor Signature

Date (mm/dd/yyyy)

## Appendix A

Investors who purchase \$150,000 or more in Class S shares from the same broker-dealer, whether in a single purchase or as the result of multiple purchases, may be eligible for volume discounts on the upfront sales load. If you qualify for a volume discount as the result of multiple purchases of our Class S shares, you will receive the benefit of the applicable volume discount for the individual purchase which qualified you for the volume discount, but you will not be entitled to the benefit for prior purchases. An investor qualifying for a discount generally will pay the same total underwriting compensation on their investment as an investor that does not qualify for a discount; however, the investor qualifying for the discount will pay the ongoing servicing fees for a longer period of time than the investor that does not qualify for a discount.

### Upfront sales load as a % of the net offering price

Up to \$149,999.99	3.50%
\$150,000 to \$499,999.99	3.00%
\$500,000 to \$999,999.99	2.50%
\$1,000,000 and up	2.00%