

Owl Rock Core Income Corp. Subscription Agreement



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

1 | Your Investment

Investment Amount \$

Investment Type Initial Investment Additional Investment

Share Class (Must select one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Class S | <input type="checkbox"/> Class D | <input type="checkbox"/> Class I |
| <ul style="list-style-type: none"> • Upfront sales load up to 3.5% • \$25,000 minimum initial investment | <ul style="list-style-type: none"> • Upfront sales load up to 1.5% • \$25,000 minimum initial investment | <ul style="list-style-type: none"> • No upfront sales load • \$1,000,000 minimum initial investment |

Please select this box **ONLY** if you are making a purchase of Class S or D shares and **ARE** waiving the applicable sales load
 This box should be selected if you are eligible for a waiver based on the guidelines listed in the Prospectus. By clicking this box, you will be purchasing shares with no upfront sales load

2 | Form of Ownership

Taxable Account Type

- Individual
- Individual **with Transfer on Death***
- Joint Tenants with Right of Survivorship
- Joint Tenants **with Transfer on Death***
- Community Property
- Tenants in Common
- Taxable Trust
- Uniform Gift / Transfer to Minors
State of _____
- Partnership
- C Corporation
- S Corporation
- LLC
- Other _____

Non-Taxable Account Type

- Traditional IRA
- Roth IRA
- SEP IRA
- Rollover IRA
- Beneficial IRA
- Pension Plan
- Tax Exempt Trust
- Profit Sharing Plan
- Non-Profit Organization
- Other _____

Custodian Information (If applicable)

Custodian Name _____
 Custodian Tax ID _____
 Client Account # _____

X

 Custodian Signature

Entity Information (Trustee(s) and/or Authorized Signatory(s) information must be provided in Section 3.)

Entity Name _____
 Tax ID Number _____ Date of Formation (mm/dd/yyyy) _____
 Entity Address _____ City _____ State _____ Zip _____
 Jurisdiction (if non-U.S.) Attach a completed application Form W-8 _____

*Requires Transfer on Death form that can be found at www.blueowl.com.

3 | Investor Information

Investor(s)/Trustee(s)/Executor(s)/Authorized Signatory(s) Information

The information provided in Section 3 must be compliant with IRS Form W-9 and related instructions. Please refer to www.irs.gov for Form W-9.

The Company requires a U.S Residential Street Address to be completed below. Please refer to Section 4 to provide a Mailing address if different than what's listed below.

Name (first, middle, last) _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Residential Street Address _____ City _____ State _____ Zip _____

Email Address _____ Phone Number _____

Citizenship: U.S. Citizen Resident Alien _____ (country) Non-Resident Alien (Form W-8BEN is required) _____ (country)

Name (first, middle, last) _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Residential Street Address _____ City _____ State _____ Zip _____

Email Address _____ Phone Number _____

Citizenship: U.S. Citizen Resident Alien _____ (country) Non-Resident Alien (Form W-8BEN is required) _____ (country)

Name (first, middle, last) _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Residential Street Address _____ City _____ State _____ Zip _____

Email Address _____ Phone Number _____

Citizenship: U.S. Citizen Resident Alien _____ (country) Non-Resident Alien (Form W-8BEN is required) _____ (country)

4 | Contact Information (If different than provided in Section 3)

Email Address _____

Mailing Address _____ City _____ State _____ Zip _____

5 | Distribution Instructions

You are automatically enrolled in our Distribution Reinvestment Plan, unless you are a resident of ALABAMA, ARKANSAS, IDAHO, KANSAS, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, NEBRASKA, NEW JERSEY, NORTH CAROLINA, OKLAHOMA, OREGON, VERMONT or WASHINGTON.

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 7, you are expected to promptly notify your broker-dealer, financial advisor or investment advisor in writing of the change and to terminate your participation in the Distribution Reinvestment Plan.

If you are not a resident of the states listed above, you are automatically enrolled in the Distribution Reinvestment Plan; **please check here if you DO NOT** wish to be enrolled in the Distribution Reinvestment Plan and complete the Cash Distribution Information section below.

If you **ARE** a resident of Alabama, Arkansas, Idaho, Kansas, Kentucky, Maine, Maryland, Massachusetts, Nebraska, New Jersey, North Carolina, Oklahoma, Oregon, Vermont or Washington, you are not automatically enrolled in the Distribution Reinvestment Plan. **Please check here if you wish to enroll** in the Distribution Reinvestment Plan. You will automatically receive cash distributions unless you elect to enroll in the Distribution Reinvestment Plan.

▼ Only complete the following information if you **do not wish to enroll** in the Distribution Reinvestment Plan. ▼

For custodial held accounts, if you elect cash distributions the funds must be sent to the custodian.

Mail a check to Investor Mailing Address

Pay to my Brokerage Account (select one and input your brokerage account number)

Fidelity

Charles Schwab

Pershing

TD Ameritrade

RBC

Other _____

▶ Account Number _____

Electronic Deposit—Attach a voided check or instructions from your financial institution. (A deposit ticket does not contain the required ACH information)

Checking

Savings

▶ Name of Financial Institution _____

▶ ABA Routing Number _____ ▶ Account Number _____

The Company is authorized to deposit distributions to the checking, savings or brokerage account indicated above. This authority will remain in force until the Company is notified otherwise in writing. If the Company erroneously deposits funds into the account, the Company is authorized to debit the account for an amount not to exceed the amount of the erroneous deposit.

6 | Electronic Delivery Consent (Optional)

By signing below, I (we) confirm that, to the extent possible, I (we) consent to receiving all future stockholder communications electronically via e-mail (including, but not limited to, proxy materials, annual and quarterly reports, investor communications, account statements, tax forms and other required reports) and consent to stop delivery of all paper communications. I (we) acknowledge that I (we) will not receive paper copies of stockholder communications in the future unless (i) I (we) change or revoke my (our) election at any time by notifying ORCIC at the number below, which I (we) have to right to do at any time (ii) my (our) consent is terminated by an invalid email address; or (iii) I (we) specifically request a paper copy of a particular stockholder communication, which I (we) have the right to do at any time.

I (we) have provided a valid email address. If that email address changes, I (we) will send a notice of the new address by contacting Owl Rock's Service Center, provided that I (we) understand that providing an updated e-mail address will not change my (our) election to receive stockholder communications electronically. I (we) understand that any changes to my (our) election to receive stockholder communications electronically may take up to 30 days to take effect and that I (we) have the right to request a paper copy of any electronic communication by contacting Owl Rock's Service Center.

The electronic delivery service is free; however, I (we) may incur certain costs, such as usage charges from an Internet service provider, printing costs, software download costs or other costs associated with access to electronic communications. I (we) understand this electronic delivery program may be changed or discontinued and that the terms of this agreement may be amended at any time. I (we) understand that there are possible risks associated with electronic delivery such as emails not transmitting, links failing to function properly and system failures of online service providers, and that there is no warranty or guarantee given concerning the transmissions of email, the availability of the website, or information on it, other than as required by law.

X

Owner or Authorized Person Signature

Date (mm/dd/yyyy)

7 | 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
A 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 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"/>
C 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"/>
D 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"/>
E Initial only if applicable: I am (we are) a resident of Alabama, Idaho, Iowa, Kansas, Kentucky, Maine, Massachusetts, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Vermont or Washington 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"/>
F Initial only if applicable: I am (we are) a New Jersey investor and have (a) a minimum liquid net worth of at least \$100,000 and a minimum annual gross income of not less than \$85,000, or (b) a minimum liquid net worth of \$350,000. For these purposes, "liquid net worth" is defined as that portion of net worth (total assets exclusive of home, home furnishings, and automobiles, minus total liability) that consists of cash, cash equivalent and readily marketable securities. In addition, I am (we are) a New Jersey investor and my investment in the Company, its affiliates, and other non-publicly traded direct investment programs (including real estate investment trusts, business development companies, oil and gas programs, equipment leasing programs and commodity pools, but excluding unregistered, federally and state exempt private offerings) does not exceed ten percent (10%) of my (our) liquid net worth.	<input type="text"/>	<input type="text"/>	<input type="text"/>

(THIS SPACE INTENTIONALLY LEFT BLANK)

*Except in the case of fiduciary accounts, such as those administered by trustees, guardians, conservators, custodians and personal representatives, an investor may not grant any person a power of attorney to make the representations on his, her, or its behalf.

8 | 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. 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 it is likely you will 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.

Each investor must sign below (Custodians must sign in Section 2 on a custodial account)

Investor or Authorized Person Signature

Date (mm/dd/yyyy)

Joint Investor or Authorized Person Signature

Date (mm/dd/yyyy)

Joint Investor or Authorized Person Signature

Date (mm/dd/yyyy)

9 | Investor Representative Information

The financial advisor or investor representative (each, an "Investor Representative") signing below hereby warrants that he/she is duly licensed and may lawfully sell shares in the state designated as the investor's legal residence or is exempt from such licensing.

Name of Participating Broker/Dealer or Financial Institution _____

Name of Financial Advisor(s)/Investor Representative(s) _____

Rep/Advisor Number/Team ID _____ CRD Number _____

Mailing Street Address _____ City _____ State _____ Zip _____

Email Address _____ Phone Number _____

10 | Investor Representative 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 9 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.

X

Investor Representative Signature

Date (mm/dd/yyyy)

11 | Delivery Instructions

Cash, money order, counter checks, third party checks and travelers checks will NOT be accepted.

If a check received from an investor is returned for insufficient funds or otherwise not honored, ORCIC, or its agent, may return the check with no attempt to redeposit. In such event, any issuance of the shares or declaration of distributions on shares may be rescinded by ORCIC. ORCIC may reject any subscription, in whole or in part, in its sole discretion.

To ensure the fastest possible processing of this Subscription Agreement, all relevant information must be completed.

Each subscription will be accepted or rejected as soon as reasonably possible. However, the Company has up to 30 days to accept or reject each subscription from the date the subscription is received by the Company's Processing Agent. Investors will receive a confirmation of their purchase.

Custodial accounts, forward subscription agreement to the custodian.

By Mail - Make checks payable to "UMB Bank, N.A., as EA for ORCIC" or to the custodian of record for qualified plan or brokerage account investments.

By Wire Transfer

UMB Bank NA
ABA Routing Number: 101000695
ORCIC Account Number: 98 7233 5856
Account Name: UMB Bank NA, Escrow Agent
for Owl Rock Core Income Corp.

Standard Mail

ORCIC
c/o DST Systems, Inc. as Processing Agent
PO BOX 219398
Kansas City, MO
64121-9398

Overnight Mail

ORCIC
c/o DST Systems, Inc. as Processing Agent
STE 219398 430 W 7th
Kansas City, MO
64105-1407