

## 1. SUBSCRIPTION

This is the offer and agreement (the "Subscription Agreement") of the undersigned, the person or entity actually making the investment decision, to purchase \$  in shares of Class A common stock (the "Shares") of KBS Growth & Income REIT, Inc. (the "Company"), subject to the terms, conditions, acknowledgments, covenants, representations and warranties stated herein, in the offer process on KBSDirect, and in the Company's Private Placement Memorandum, as amended and supplemented as of the date hereof (the "PPM").

Please read the PPM prior to investing.

## 2. SUBSCRIBER REPRESENTATIONS AND SIGNATURES

**TAXPAYER IDENTIFICATION NUMBER CONFIRMATION (REQUIRED):** The investor signing below, under penalties of perjury, certifies by initialing the appropriate representations below that:

**Owner      Joint Owner**

Initials

Initials

**(i) the taxpayer identification number provided to the Company is his or her correct Taxpayer Identification Number (or he or she is waiting for a number to be issued to him or her).**

Initials

Initials

**(ii) he or she is not subject to backup withholding either because (a) he or she is exempt from backup withholding, or (b) he or she has not been notified by the Internal Revenue Service ("IRS") that he or she is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified him or her that he or she is no longer subject to backup withholding. NOTE: THIS REPRESENTATION SHOULD NOT BE CHECKED IF THE INVESTOR IS SUBJECT TO BACKUP WITHHOLDING BECAUSE OF FAILURE TO REPORT ALL INTEREST AND DIVIDENDS ON HIS OR HER TAX RETURNS.**

Initials

Initials

**(iii) he or she is a U.S. Citizen or other U.S. person, unless otherwise indicated in the offer process on KBSDirect.**

In order to induce the Company to accept this subscription, the undersigned, by signing below, hereby represents and warrants to the Company the following:

(a) The undersigned is aware of the following:

(1) An investment in the Shares involves a substantial degree of risk, including the loss of the undersigned's entire investment, and the undersigned is fully cognizant of and understands all of the risk factors relating to a purchase of the Shares, including, but not limited to, those risks set forth under "Risk Factors" in the PPM.

(2) The Shares have not been registered under the Securities Act, or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws. The Shares are restricted securities, and may not be transferred or resold except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom; no public market for the Shares exists and none is expected to develop and the Shares may have to be held indefinitely; and it may not be possible for the undersigned to liquidate the undersigned's investment in the Shares. The undersigned is aware that neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the Shares or passed upon the accuracy or adequacy of the PPM. Any representation to the contrary is a criminal offense.

(b) The undersigned has received and carefully read and understands the PPM and all exhibits, supplements and attachments thereto, this Subscription Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Company through the Shares have been made available to the undersigned and/or to the undersigned's purchaser representative or other personal investment, tax and legal advisers, if such advisers were utilized by the undersigned, and the undersigned agrees to be bound by the terms of this Subscription Agreement and all such other documents. The undersigned is basing its decision to invest in the Shares on the PPM and all exhibits, supplements and attachments thereto, this Subscription Agreement, and all other documents in connection therewith and has relied only on the information contained in such documents and has not relied upon any representations made by any other person.

(c) The information, including the representations and warranties, that the undersigned has furnished in this Subscription Agreement and during the offering process on KBSDirect is correct and complete as of the date of this Subscription Agreement. The representations, warranties and agreements herein shall survive the acceptance of this subscription and the sale of the Shares pursuant to this Subscription Agreement and may be relied upon by the Company and its officers and affiliates.

## 2. SUBSCRIBER REPRESENTATIONS AND SIGNATURES (CONTINUED)

- (d) The offer to sell the Shares was communicated to the undersigned by the Company in such a manner that the undersigned was able to ask questions of and receive answers from the Company concerning the Company and the terms and conditions of this transaction, and to obtain any additional information deemed necessary. The undersigned has been provided with all materials and information requested by either the undersigned or its purchaser representative, including any information requested to verify any information furnished to the undersigned.
- (e) The undersigned is the sole party in interest as to the Shares subscribed for and is acquiring the Shares for the undersigned's own account, for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Shares and the undersigned has adequate means of providing for his/her current needs and personal contingencies, and does not anticipate that he/she will have a need to liquidate or transfer the Shares during the term of the investment.
- (f) If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (i) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment (or if not true, such fact has been disclosed to the Company in writing along with information concerning the beneficial owners of the Entity); (ii) the undersigned has the authority to execute this Subscription Agreement and any other documents required in connection with an investment in the Shares; (iii) the Entity has the power, right and authority to invest in the Shares and enter into the transactions contemplated thereby, and the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment); and (iv) all documents executed by the Entity in connection with the Company are valid and binding documents or agreements of the Entity enforceable in accordance with their terms.
- (g) The undersigned acknowledges that he or she is aware that the Company, its external advisor and their officers, directors, employees and affiliates are not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with this offering or the purchase of the Shares and that the advisor has financial interests associated with the purchase of the Company's common stock, as described in the PPM, including fees, expense reimbursements and other payments it anticipates receiving from the Company in connection with the purchase of the Shares.
- (h) The undersigned agrees that this Subscription Agreement shall be construed in accordance with and governed by the laws of the State of California, except as to the type of registration of ownership of the Shares, which shall be construed in accordance with the state of principal residence of the undersigned.
- (i) The undersigned covenants and agrees that any dispute, controversy or other claim arising under, out of or relating to this Subscription Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in binding arbitration in the County of Orange, State of California, in accordance with the rules and procedures of the American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses including, but not limited to, attorneys' fees, in addition to any other available remedies. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction.
- (j) Miscellaneous: (i) The undersigned may not transfer or assign this Subscription Agreement, or any interest herein, and any purported transfer shall be void; (ii) The undersigned hereby acknowledges that the undersigned may cancel, terminate or revoke this Subscription Agreement until this Subscription Agreement is accepted by the Company and that, once accepted, this Subscription Agreement will be binding on the undersigned's heirs, successors and personal representatives; further, if the Company rejects this Subscription Agreement, this Subscription Agreement shall be automatically canceled, terminated and revoked; (iii) This Subscription Agreement, together with all attachments and exhibits thereto, constitute the entire agreement among the parties hereto with respect to the sale of the Shares and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Subscription Agreement by the Company); (iv) Within five days after receipt of a written request from the Company, the undersigned agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Company is subject; and (v) The representations and warranties of the undersigned set forth herein shall survive the sale of the Shares pursuant to this Subscription Agreement.
- (k) The undersigned is aware that any forecasts or predictions as to the Company's performance are based on estimates, assumptions and forecasts that the Company and its management, including its external advisor, believe to be reasonable but that may prove to be materially incorrect, and no assurance is given that actual results will correspond with the results contemplated by the various forecasts.

*Continued on the next page*

## 2. SUBSCRIBER REPRESENTATIONS AND SIGNATURES (CONTINUED)

- (l) If the undersigned is a Pennsylvania resident, the undersigned acknowledges (i) that the undersigned is prohibited from selling the Shares for a period of 12 months after the date that the Shares are purchased, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, (ii) that the Shares have not been registered under the Pennsylvania Securities Act of 1972 in reliance upon an exemption therefrom, and (iii) that no subsequent resale or other disposition of the Shares may be made within 12 months following the initial sale of the Shares in the absence of an effective registration, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, and thereafter only pursuant to an effective registration or exemption.
- (m) If the undersigned is acquiring Shares in a fiduciary or custodial capacity, the above representations, acknowledgments and agreements shall be deemed to have been made on behalf of the person or persons for whose benefits such Shares are being acquired.

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

<i>Signature of investor</i>	<i>Date</i>	<i>Signature of Joint investor</i>	<i>Date</i>

## 3. PAYMENT AND MAILING INSTRUCTIONS

If paying by check, make check payable to: **North Capital Private Securities Corp FBO KBS Growth & Income REIT, Inc.** Money Orders, Traveler's Checks, Starter Checks, Foreign Checks, Counter Checks, Third-Party Checks and Cash cannot be accepted. The Subscription Agreement, together with payment for the full purchase price, should be submitted electronically via DocuSign or mailed to:

### ***Regular Mail or Overnight Delivery***

**NORTH CAPITAL PRIVATE SECURITIES CORP.**  
623 E. FORT UNION BLVD., SUITE 101  
MIDVALE, UT 84047  
**(888) 527-1433**

If paying by wire or ACH transfer submit the Subscription Agreement electronically via DocuSign or send the Subscription Agreement to North Capital Private Securities Corp. at the address above and wire or transfer the funds for the full purchase price using the instructions below:

### ***ACH/Wiring Instructions:***

<b>Wire to:</b>	<b>TRISTATE CAPITAL BANK</b> ONE OXFORD CENTRE, SUITE 2700 301 GRANT STREET PITTSBURGH, PA 15219
<b>ABA (Routing Number):</b>	<b>043019003</b>
<b>Account Number:</b>	<b>0220003339</b>
<b>ABA Account Name:</b>	NORTH CAPITAL PRIVATE SECURITIES 623 E FORT UNION BLVD, SUITE 101 MIDVALE, UT 84047
<b>FBO:</b>	KBS GROWTH & INCOME REIT, INC. / [INVESTOR NAME]
<b>SWIFT ID:</b>	TRTTUS33

## 4. COMPANY APPROVAL

Upon receipt of this signed Subscription Agreement and verification of your investment qualifications, the Company will execute this Subscription Agreement and notify you of the receipt and acceptance of your subscription. Until the acceptance of your subscription by the Company this signed Subscription Agreement may be cancelled, terminated or revoked. The Company may accept or reject any subscription in whole or in part for any reason whatsoever for a period of 30 days after receipt of this Subscription Agreement, payment in full, and any other subscription documents requested by the Company.

**Based on the representations you have made in this subscription agreement and representations from the Broker – Dealer executing the sale in this offering, your subscription is agreed to and accepted by the Company.**

KBS Growth & Income REIT, Inc., a Maryland corporation

*Signature of Company Representative*

*Date*

*Printed Name of Company Representative*

*Title of Company Representative*