

# APPLICATIONS FOR TRANSFER

## INSTRUCTIONS

1. The term transferor means the party from whom the shares are to be transferred. The term transferee is the party or parties to whom the Shares are to be transferred. Definitions:
  - A. "Transferor" - Current account holder
  - B. "Transferee" - Entity receiving shares
  - C. "Company" - The Cole Real Estate Investment Trust within which the transfer is taking place
2. If the transfer is due to death, enclose a copy of the death certificate. If there is an executor of the estate, enclose a copy of the letters of administration or court appointment of the executor dated within 90 days of the submission of this form.
3. If this account involves a custodian, forward this form to the custodian for its signature with instructions to return it to Cole as indicated below.

Please send completed information and check (if applicable) to the address listed below.

## NOTICES

1. Shares may be transferred only by the record owner in person or by its duly authorized agent or attorney upon completion of all forms obtained from the Company duly executed, delivery of the forms and such other documents as the Company may require to the Company, and payment in full for the Shares and any applicable transfer tax. The transfer of Shares is subject to all the limitations and restrictions contained in the Company's Charter and Bylaws, including compliance with applicable state and federal securities and tax laws.
2. No transfer or assignment of any Shares shall be made if counsel for the Company is of the opinion that such transfer or assignment would be in violation of any state securities or "Blue Sky" laws (including investment suitability standards) applicable to the Company. If this would be the case as a result of this transfer, the Company will return this form and advise you of the reason that the transfer is void.
3. The Shares are subject to restrictions on Beneficial Ownership, Constructive Ownership and Transfer for the purpose of the Company's maintenance of its status as a Real Estate Investment Trust under the Internal Revenue Code of 1986, as amended (the "Code"). Subject to certain further restrictions and except as expressly provided in the Company's charter: (a) no Person may Beneficially Own or Constructively Own shares of the Company's Common Stock in excess of 9.8% (in value or number of shares) of the outstanding shares of Common Stock of the Company; (b) no Person may Beneficially Own or Constructively Own shares of the Company's Preferred Stock in excess of 9.8% of the value of the total outstanding shares of Preferred Stock of the Company; (c) no Person may Beneficially Own or Constructively Own Equity Shares that would result in the Company being "closely held" under Section 856(h) of the Code or otherwise cause the Company to fail to qualify as a REIT; (d) other than as provided in the Company's charter, no Person may Transfer Equity Shares if such Transfer would result in the Equity Shares of the Company being owned by fewer than 100 Persons; and (e) no Person shall Transfer Equity Shares if such Transfer would (i) cause the Company to own an interest in a tenant or the Operating Partnership's real property that is described in Section 856(d)(2)(B) of the Code and (ii) cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code. Any Person who Beneficially Owns or Constructively Owns or attempts to Beneficially Own or Constructively Own Equity Shares which causes or will cause a Person to Beneficially Own or Constructively Own Equity Shares in excess or in violation of the above limitations must immediately notify the Company. In addition, upon the occurrence of certain events, attempted Transfers in violation of the restrictions described above may be void. All capitalized terms in this paragraph have the meanings defined in the charter of the Company, as the same may be amended from time to time, a copy of which, including the restrictions on Transfer and ownership, will be furnished to each holder or prospective holder of Equity Shares of the Company on request and without charge.
4. The interest being acquired by the Transferee and retained by the Transferor, if any, must be at least the minimum number of Common Stock required under "Suitability Standards" in the Prospectus unless such transfer is made by gift, inheritance, intra-family transfer, family dissolution, operation of law, or to affiliates.
5. A transfer of Shares will terminate Transferor's participation in Cole's dividend reinvestment plan with respect to such transferred Shares as of the date the transfer is accepted by Cole.

### ONCE COMPLETE, PLEASE DELIVER THIS FORM TO:

*Via Regular Mail:*

**Cole REIT**

DST Systems, Inc.

P.O. Box 219312

Kansas City, MO 64121-9312

*Via Overnight/Express Mail:*

**Cole REIT**

DST Systems, Inc.

430 West 7th Street

Kansas City, MO 64105

## **TRANSFeree ACCREDITED INVESTOR STATUS (COLE CREDIT PROPERTY TRUST, INC. ONLY)\***

By signing this form, Transferee acknowledges and/or represents (or in the case of fiduciary accounts, the person authorized to sign on my behalf) the following:

I (we) either: (i) have a net worth in excess of \$1,000,000 (excluding primary residence); or (ii) have an individual gross income (excluding any income of my spouse) exceeding \$200,000 in the last two calendar years or for such period my combined income with my spouse exceeded and is expected to exceed \$300,000, and I reasonably expect to reach the same income level in the current year.

**\*Not applicable if transfer is due to death**

## **TRANSFeree SUITABILITY REQUIREMENTS**

*(Cole Credit Property Trust II, Inc., Cole Credit Property Trust III, Inc. and Cole Corporate Income Trust, Inc. only)\**

By signing this form, Transferee acknowledges and/or represents (or in the case of fiduciary accounts, the person authorized to sign on my behalf) the following:

- I (we) have received the Prospectus relating to the shares, wherein the terms and conditions of the offering of the shares are described.
- I (we) either: (i) have a net worth (excluding home, home furnishings and automobiles) of at least \$70,000 and had during the last year or estimate that I (we) will have in the current year gross income of at least \$70,000; or (ii) have a net worth (excluding home, home furnishings and automobiles) of at least \$250,000, or that I (we) meet the specific requirements of my (our) state of residence as set forth in the Prospectus under "Suitability Standards."
- I am (we are) transferring the shares into my (our) own account, or if I am (we are) transferring shares on behalf of a trust or other entity of which I am (we are) trustee(s) or authorized agent(s), I (we) have due authority to execute the Application for Transfer/Signature Page and do hereby legally bind the trust or other entity of which I am (we are) trustee(s) or authorized agent(s).
- I (we) acknowledge that the shares are not liquid.

**\*Not applicable if transfer is due to death**

## **DIVIDEND REINVESTMENT PROGRAM ENROLLMENT AGREEMENT**

*(Cole Credit Property Trust II, Inc., Cole Credit Property Trust III, Inc. and Cole Corporate Income Trust, Inc. only)\**

By selecting to participate in the Distribution Reinvestment Plan (DRIP) for the respective shares being transferred AND by signing this form, Transferee acknowledges and/or represents (or in the case of fiduciary accounts, the person authorized to sign on my behalf) the following:

- That I am (we are) a current stockholder(s) of Cole who received shares through a transfer into one of Cole's publicly registered offerings.
- That I (we) received a Prospectus in connection with my (our) receipt of shares through a transfer (the "Share Prospectus")
- That I (we) continue to meet the Suitability Standards described in the respective Prospectus.
- That I (we) acknowledge that I (we) have the duty to promptly notify Cole in writing if at any time during which I am (we are) participating in the DRIP I (we) fail to meet the suitability requirements for making an investment in Cole or cannot make the other representations or warranties set forth in my (our) original transfer form.

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*Via Overnight/Express Mail:*

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430 West 7th Street

Kansas City, MO 64105

# APPLICATIONS FOR TRANSFER *(page 3 of 5)*

**FULL NAME OF REIT** (check one):

- Cole Credit Property Trust, Inc.  
 Cole Credit Property Trust II, Inc.  
Number of shares to be transferred:

- Cole Credit Property Trust III, Inc.  
 Cole Corporate Income Trust, Inc.  
Shareholder number:

**TRANSFEROR (OR SELLER'S) INFORMATION**

*REIT shares are currently registered as follows:*

Title: \_\_\_\_\_

Tax ID or SSN: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Registered Representative Name: \_\_\_\_\_ Rep ID#: \_\_\_\_\_

**REASON FOR TRANSFER** (check one):

- Re-registration (name change, divorce/separation, individual to trust, etc.)  
 Sale  
 Death\*  
 Gift  
 Other (please specify)

*For certain types of transfer, additional documentation may be required.*

*\*In the event of a transfer due to death, please provide a copy of the death certificate.*

*By executing this Form, the transferor(s) hereby certifies and represents possession of valid title and all requisite power to assign such interests and represents and warrants that the transfer effected hereby is made in accordance with all applicable federal and state securities law and regulation. The transferor(s) understands that the transfer may be made only in compliance with the Articles of Incorporation and Bylaws, as amended, of the Company. The signature(s) on this Form must correspond with the name(s) in which the transferor(s) hold the transferred Share.*

Transferor's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Place Signature Guarantee here:*

Co-Transferor's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(for Custodian's Signature for Qualified Plans)*

Co-Transferor's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Place Signature Guarantee here:*

**ALL SIGNATURES MUST BE SIGNATURE GUARANTEED**

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430 West 7th Street  
Kansas City, MO 64105

# APPLICATIONS FOR TRANSFER *(page 4 of 5)*

**FULL NAME OF REIT** (check one):

- Cole Credit Property Trust, Inc.  
 Cole Credit Property Trust II, Inc.

- Cole Credit Property Trust III, Inc.  
 Cole Corporate Income Trust, Inc.

Number of shares to be transferred: \_\_\_\_\_

**TRANSFEREE (OR BUYER'S) INFORMATION**

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Tax ID or SSN: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**CO-TRANSFEREE (OR BUYER'S) INFORMATION**

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Tax ID or SSN: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**TYPE OF OWNERSHIP**

**Non-Qualified Ownership**

- Individual Ownership  
 Joint Tenants with Rights of Survivorship  
     Community Property  
     Tenants-in-Common  
 UGMA or UTMA: State of \_\_\_\_\_,  
    a Custodian for \_\_\_\_\_  
 Corporate Ownership  
     S-Corp  
     C-Corp *(will default to S-Corp if nothing is marked)*  
 Partnership Ownership  
 LLC Ownership

- Pension or Profit Sharing Plan  
     Taxable       Exempt under §501A  
 Trust  
Type: *(specify, i.e. Family, Living, Revocable, etc)* \_\_\_\_\_

Taxable       Exempt under §501A  
**Name of Ownership** \_\_\_\_\_  
Name of Trust/Other Administrator \_\_\_\_\_  
Tax ID# (if applicable) \_\_\_\_\_  
Date established: \_\_\_\_\_  
 Other (specify): \_\_\_\_\_

**Qualified Ownership**

- Traditional IRA  
 Roth IRA  
 Simplified Employee Pension/Trust (SEP)  
 Pension or Profit Sharing Plan  
     Taxable       Exempt under §501A  
 Non-Qualified Custodian  
 Other (specify): \_\_\_\_\_  
 **This is a National Financial Service (NFS)  
Non-Qualified Custodial Account**  
 **This is a Fidelity Non-Qualified Custodial Account**

**CUSTODIAN INFORMATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Tax ID # (provided by custodian): \_\_\_\_\_ Account #: \_\_\_\_\_

**INTERESTED PARTY (OPTIONAL)**

If you would like a duplicate copy of all communications the Company sends to you to be sent to an additional party, please complete the following.

Name of Interested Party: \_\_\_\_\_ Name of Firm: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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# APPLICATIONS FOR TRANSFER *(page 5 of 5)*

**DISTRIBUTION OPTIONS** (will default to address of record or IRA if nothing is marked)

- Mail to Address of Record or IRA Custodian  
 Distribution Reinvestment Program: Investor elects to participate in the Reinvestment Program described in the Prospectus.\*

**For Non-Qualified Ownership Accounts Only**

- Distributions directed to:  
 Via Mail (complete information below)  Via Electronic Deposit (ACH – complete information below)

Name of Bank or Individual  Checking (include voided check)  Savings  Brokerage

Mailing Address: City: State: Zip:

Bank ABA # (for ACH only) Account # (must be filled in)

**BROKER DEALER INFORMATION:**

Broker-Dealer Firm:

Advisor Name: Advisor's Telephone:

Address: City: State: Zip:

My/our signature(s) below authorizes Cole Real Estate Investment Trust ("Company") to deposit distributions from my (our) interest in stock of the Company into the account at the financial institution as indicated in this Section D. I (we) further authorize the Company to debit this account in the event that the Company erroneously deposits additional funds to which I am (we are) not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I (we) withdraw funds erroneously deposited into my (our) account before the Company reverses such deposit, I (we) agree that the Company has the right to retain any future distributions that I am (we are) entitled to receive until the erroneously deposited amounts are recovered by the Company. This authorization is to remain in full force and effect until the Company has received written notice from me (us) of the termination of this authorization in time to allow reasonable opportunity to act on it, or until the Company has sent me (us) written notice of termination of this authorization.

**SUBSTITUTE W-9: I HEREBY CERTIFY** under penalty of perjury (i) that the taxpayer identification number shown on the Transfer Agreement/Signature Page is true, correct and complete, (ii) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and (iii) I am a U.S. person.

*By executing this form, the transferee(s) represent that they have received and/or reviewed the Prospectus and the other filings made by the Company with the Securities and Exchange Commission. The transferee(s) accept and agree to be bound by the terms and conditions of the Company's Articles of Incorporation and Bylaws, as amended.*

Transferee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Place Signature Guarantee here:*

Co-Transferee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(for Custodian's Signature for Qualified Plans)*

Co-Transferee's Signature \_\_\_\_\_ Date \_\_\_\_\_  
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