

The Transferee hereby represents and warrants to Total Income+ Real Estate Fund (the "Fund") as follows:

- 1. Transferee has received a copy of the Fund's Prospectus dated February 1, 2017 (the "Prospectus"), and hereby agrees to be bound by the terms therein.
- Transferee understands that the assignability and transferability of the shares will be governed by the Declaration
 of Trust of the Fund and all applicable by laws as described in the Prospectus, and Transferee has adequate means
 of providing for his current needs and personal contingencies and has no need for liquidity in this investment.
- 3. Transferor and Transferee understand that no transfer or assignment may be made of a fractional Share and no transfer or assignment may be made if, as a result of such transfer, the Transferor (other than one transferring all of his shares) or the Transferee will own fewer less the minimum initial investment required to be purchased as stated in the Prospectus, unless such transfer is made on behalf of a Retirement Plan, or such transfer is made by gift, inheritance, intra-family transfer, family dissolution, or to Affiliates.
- 4. Transferee acknowledges that if Transferee participates in the Distribution Reinvestment Plan or makes subsequent purchases of shares of the Fund, including purchases made pursuant to the Automatic Investment Program, Transferee agrees that, if Transferee can no longer make the representations or warranties set forth in this Transfer and Assignment, Transferee is required to promptly notify the Fund and Transferee's Broker-Dealer in writing.
- 5. Transferee has reached the age of majority in his/her state of residence or Transferee has a Guardian appointed to help the minor with his or her transactions.
- 6. Transferee acknowledges that (a) the Fund is required by law to obtain, verify and record certain personal information from Transferee or persons on Transferee's behalf in order to establish the account, including name, date of birth, permanent residential address and social security/taxpayer identification number; (b) if Transferee does not provide the information, the Fund may not be able to open Transferee's account; (c) by signing this Transfer and Assignment, Transferee agrees to provide this information and confirm that this information is true and correct; and (d) if the Fund is unable to verify Transferee's identity, or that of another person(s) authorized to act on Transferee's behalf, or if the Fund believes it has identified potentially criminal activity, the Fund reserves the right to take action as it deems appropriate, which may include closing Transferee's account.
- 7. Transferee is buying the shares for his own account or for the account or benefit of a member or members of his immediate family or in a fiduciary capacity for the account of another Person or entity and not as an agent for another.
- 8. Transferee is aware that there is no public market for the shares, liquidity for the Fund's shares will be provided only through quarterly repurchase offers, and accordingly, an investment in the Fund is of limited liquidity.
- 9. If Transferee is acting in a representative capacity for a corporation, pay internship, trust, or other entity, or as agent for any person or entity, Transferee has full authority to execute this Transfer and Assignment in such capacity.
- 10. If Transferee is purchasing the shares transferred hereby in a fiduciary capacity, the representations and warranties shall be deemed to have been made on behalf of the person or persons for whom Transferee is so purchasing.
- 11. Transferor hereby constitutes the Treasurer of the Fund, as Transferor's attorney in fact to transfer the said shares on the books of the Fund to Transferee with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and coupled with an interest, and is irrevocable and shall survive Transferee's death, dissolution or disability.
- 12. Transferee understands that (a) Transferee will not be admitted as a shareholder until a transfer has been accepted; (b) the acceptance process includes, but is not limited to, reviewing this Transfer and Assignment for completeness and signatures.



- 13. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to indemnify and hold harmless the Fund from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorneys fees and expenses) due to, or arising out of, a breach of representation or warranty of Transferee contained in this Transfer and Assignment. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by Transferee, Transferee does not thereby or in any other manner waive any rights granted to him under federal or state securities law.
- 14. Under penalties of perjury, Transferee certifies (a) that the number shown on this Transfer and Assignment is his correct taxpayer identification number, (b) that Transferee is not subject to backup withholding either because he has not been notified that he is subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified Transferee that he is no longer subject to backup withholding under Section 3406(a)(1)(C) and (c) that Transferee is a U.S. person (including a U.S. resident alien), unless Transferee has otherwise indicated in Section 2 of the Transferee Information attached hereto.
- 15. In the case of purchases of shares by fiduciary accounts, the above representations and warranties shall be deemed to have been made by the fiduciary account or by the person who directly or indirectly supplies the funds for the purchase of shares.

Dated as of thisday of	, 20
TRANSFEROR:	TRANSFEREE:
Print Name	Print Name



Transferor (or Seller's)	ACCOUNT NUMBER		NUMBER OF SHARES TO BE TRANSFERRED
Information	ACCOUNT TITLE		
	SOCIAL SECURITY OR TAX IDENTIFICATION I	NUMBER	
Reason for Transfer (select one only)	Re-registration (name change, diverging diverging per share) Other (provide details): Some transfers will require addition		trust, etc.)
By executing power to assign with all application this Form r	this Form, the transferor(s) hereby centre such interests and represents and was able federal and state securities law and in compliance with the Articles of Incorporate to Correspond with the name(s) in whe decount Owners are Required to State Securities.	tifies and represents parrants that the transfer regulation. The transfer oration and Bylaws, as ich the transferor(s) how	effected hereby is made in accordance ror(s) understands that the transfer may amended, of the Fund. The signature(s) Id the transferred Shares. ignature Guarantee is required.
	counts Require a Medallion Signature PR'S SIGNATURE:		val from the Custodian. R OR CUSTODIAN'S SIGNATURE:
x		x	
Signature	Date	Signature	Date
Medallion Sig (REQUIRED)	gnature Guarantee		



Transferee (or Buyer's Information)	ENTITY NAME			IVING/CONTRA FIRM UNT NUMBER (IF APPLICABLE)	
	INVESTOR NAME				
	SOCIAL SECURITY OR TAX IDENTIFICATION NUMBI	ER	DATE OF BIR	RTH	
	MAILING ADDRESS				
	CITY		STATE	ZIP CODE	
	STREET ADDRESS				
	CITY		STATE	ZIP CODE	
	PHONE	EMAIL			
	(Check one) U.S. Citizen Re *If non–resident alien, investor must subm Identifying Number in order to make an inve	esident Alien it the appropriate estment.		sident Alien* vith the proper Foreign Tax	
Joint Party,	NAME				
Trustee,					
Custodian	SOCIAL SECURITY OR TAX IDENTIFICATION NUME	BER	DATE OF BIRTH		
for Minor,					
Partner, Officer Information	MAILING ADDRESS				
	CITY		STATE	ZIP CODE	
	PHONE				
Ownership Type:	PLEASE INCLUDE SUPPORTING DOCUM CORPORATIONS, PARTNERSHIPS, POW			rs, plans,	
	NON-QUALIFIED:	QUAL	IFIED:		
	Individual (If TOD, attach application)	Tra	aditional (Inc	dividual) IRA	
	Joint Tenant 1 (If TOD, attach applicatio		mple IRA	,	
	UGMA/UTMA: State of:	*	EP IRA		
	Tenants in Common	OTH			
	Trust		ofit Sharing	Plan	
	Partnership		ension Plan		
	Corporation (select one below)		OGH Plan		
	C–Corp (This is default option)	T C			
	S–Corp				
	Non-Profit Organization				
	Estate				
	Other (Specify):				



Custodian Information	CUSTODIAN NAME					
	MAILING ADDRESS					
	CITY		STATE	ZIP CODE		
	CUSTODIAN PHONE		CUSTODIAN TAX ID			
	INVESTOR'S ACCOUNT NUMBER WITH CUSTODIAN					
Dividend Options	Please note that for Qualified Plans or custodial held accounts, cash dividends can only be sent to the custodian. You must make your withdrawal election with the custodian.					
	If you select more than one option you must indicate the percentage of your distribution to be applied to each option and the sum of the allocations must equal 100%.					
	Check if you would like to participate in the	Distribution Re	investment Pl	an.		
	Send distributions via check to investor's home address (for Qualified Plans or custodial held accounts, will only be sent to the custodian). **OF DISTRIBUTION:					
	Send distributions via check to alternate pay	yee listed here (not available f	or Qualified Plans).		
	% OF DISTRIBUTION:					
	NAME					
	MAILING ADDRESS					
	CITY		STATE	ZIP CODE		
	ACCOUNT NUMBER					
	DIRECT DEPOSIT (ATTACH VOIDED CHECK) I authorize Total Income+ Real Estate Fund, or its agent to deposit my distributions in the checking or savings account identified below. This authority will remain in force until I notify Total Income+ Real Estate Fund or its agent in writing to cancel it. In the event that Total Income+ Real Estate Fund or its agent deposits funds erroneously into my account, Total Income+ Real Estate Fund or its agent is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.					
	FINANCIAL INSTITUTION NAME		Checking	Savings		
	ABA/ROUTING NUMBER	ACCOUNT NU	IMBER			



Signature		Date	Signature		Date
X			<u>X</u>		
TRANSFEREE SIGNATURE:			CO-TRANSFEREE OR CUSTODIAN'S SIGNATURE:		
	a Medallion Signature (ce is required. Oustoular
	Incorporation and Bylaws, a		d a Medallion Sig	naturo Guarant	ee is required. Custodial
the Fund with the Sec	urities and Exchange Comm	nission. The transi			s and the other filings made by by the terms and conditions of
notified that I am subj Service has notified m RESIDENT ALIENS.	ject to backup with- holding ne that I am no longer subjec	as a result of a ct to backup withh	failure to report all i nolding, and (iii) I am	nterest or distribut a U.S. person. *N	ither because I have not been ions, or the Internal Revenue OT APPLICABLE FOR NON-
					umber shown on the Transfer
	Fund has received written , or until the Fund has sent n				n in time to allow reasonable
entitled to receive unt	il the erroneously deposited	d amounts are re	covered by the Fur	nd. This authoriza	future distributions that I am tion is to remain in full force
shall not exceed the	original amount of the erro	neous deposit. I	n the event that I	withdraw funds e	ed, provided that such debit roneously deposited into my
interest in stock of the	he Fund into the account	at the financial	institution as indica	ted. I further autl	it distributions from my (our) norize the Fund to debit this
_	ature and Acknowledgm			" - 1" ()	**************************************
		.,,		_100	
	PHONE	FAX		EMA	ılL
	CITY			STATE	ZIP CODE
	MAILING ADDRESS				
Transferee:	REPRESENTATIVE'S COMP	ANY NAME			
and Registered Representative Information for	REPRESENTATIVE NAME			REPRESENT	ATIVE NUMBER
and Redistered					

account should be directed to: 844-819-8287

Regular Mail To: Total Income+ Real Estate Fund C/O DST Systems, Inc., PO Box 219445 Kansas City, MO 64121-9445 Overnight To: Total Income+ Real Estate Fund C/O DST Systems, Inc., 430 W. 7th Street, Suite 219445 Kansas City, MO 64105-1407