

42°21'44.6"N 71°03'40.8"W



Subscription Agreement

GROMA NAV REIT, INC.

Thank You & Overview

Thank you for your interest in subscribing to Groma NAV REIT, Inc. (“GromaREIT” or “the GromaREIT”)! We want to make this experience as smooth as possible for you, while also providing you with complete, and therefore sometimes lengthy, legal documents to ensure you have access to all the information you may need.

This document is the Subscription Agreement, which once complete, will facilitate your purchase of shares in the Groma REIT.

Below you will find instructions on how to fill out this document. If you have any questions as you go through it, please call Seth Priebatsch at 1.617.910.0178 and we can talk through it together.

Thank you for your interest in the GromaREIT!

Sincerely,

Seth Priebatsch

Investment Amount and State of Sale

Investment Amount*: \$ _____

State in Which Sale Is Made: _____

**The default minimum investment amount is \$1,000. Additional purchases may be made for \$500. The Company may reduce these amounts in its sole discretion.*

THIS SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is made and entered into between Groma NAV REIT, Inc. a Maryland corporation (the "Company"), and the investor(s) whose signature appears below (collectively or individually, the "Investor").

1. Purchase Information and Payment Instructions

Investor hereby subscribes to acquire, upon the terms and conditions set forth in this Subscription Agreement, Class A shares of common stock (the "Shares"), in the amounts set forth above. By signing this Subscription Agreement, Investor represents, warrants and agrees to the terms of Schedule 1 hereto, which is incorporated by reference herein.

Purchase Price per Share: Until the Company calculates its initial net asset value ("NAV") per share, the per share purchase price for Shares will be \$1.00 per share. The Company does not expect to calculate its initial NAV per share until at least sometime in 2024, and when the Company's board of directors deems the initial NAV per share calculation to be in the best interests of the Company's stockholders and duly authorizes such initial NAV per share calculation. Following the Company's initial NAV per share calculation, the purchase price per Share will generally equal the Company's prior quarter's NAV per share, as determined quarterly, plus applicable upfront selling commissions and dealer manager fees.

In order for the Investor's subscription to be accepted by the Company, the Investor must also complete Schedule 2 (Accredited Investor Suitability Questionnaire), which is incorporated by reference herein.

In addition, the Investor must provide to the Company documents that the Company deems sufficient, in its sole discretion, for the Company to verify that you are an "accredited investor" as such term is defined under Regulation D promulgated under the Securities Act of 1933, as amended.

This requirement will be verified via the platform found at <https://republic.com>, the "Republic Platform," which is operated for the benefit of OpenDeal Broker LLC.

You will not be admitted as a stockholder of the Company until this Subscription Agreement has been accepted and countersigned by the Company. The Company may reject any subscription, in whole or in part, in its sole discretion. Subscriptions will be accepted or rejected within 30 days of their receipt. The Company will accept groups of subscriptions on an orderly basis no less frequently than monthly, and if your subscription is accepted, you will be admitted as a stockholder of the Company no later than the last day of the calendar month following the date your subscription was accepted. If the Company rejects your subscription, your funds without interest and without deduction for any expenses will be returned to you within 10 business days after the rejection of your subscription. If you provide payment that in the aggregate differs from the payment required to purchase the number of Shares indicated above or if your calculations of the Shares to be purchased with the amount actually submitted are incorrect, your subscription will be automatically deemed a subscription for the maximum number of Shares that may be purchased for such amount.

Registration Name and Address

Please print the name(s) in which Shares are to be registered.

Name of Owner/Entity

Taxpayer Identification Number (Individual or Entity)

Name of Authorized Signatory (if investing as an entity)

Title of Authorized Signatory (if investing as an entity)

Name of Joint Owner (if applicable)

Joint Owner Taxpayer Identification / Social Security Number (if applicable)

Street Address
or P.O. Box

City

State

Zip Code

Home Telephone
No.

Business Telephone
No.

Email Address

Entity Country

Distributions

After your investment is completed, we will reach out to you to gather your preferred bank information for quarterly distributions.

Investor Signatures

SUBSTITUTE W-9: BY SIGNING THIS SUBSCRIPTION AGREEMENT, I HEREBY CERTIFY under penalty of perjury (i) that the taxpayer identification number shown on this Subscription Agreement 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.

The undersigned Investor represents that he, she or it has read and understands this Subscription Agreement and that the information herein, including in Schedules 1 and 2 to this Subscription Agreement, and any Annexes and Exhibits thereto, which are incorporated by reference herein, is true and complete as of the date hereof and may be relied upon by the Company.

This Agreement shall not be effective unless and until it is countersigned by the Company.

Accepted and Agreed to:

Investor: (Individual or Entity)

Joint Individual Investor (if any):

GROMA NAV REIT, INC.

By :

By :

By :

Name :

Name :

Name :

Title :

Title (if not an individual):

Title (if not an individual):

Date :

Date :

Date :

For Internal Use Only

Accepted by: _____

Date: _____

Amount: _____

Confirmation #: _____

Schedule 1 to Subscription Agreement

1. Investor's Representations and Agreements.
 - A. By executing the Subscription Agreement, Investor represents, warrants and agrees that Investor meets, among others, all of the following suitability requirements as follows:
 - B. Investor is the sole party in interest as to the Shares subscribed for and is acquiring the Shares for Investor's own account, for investment only and not with a view toward the resale or distribution thereof. Unless otherwise specified herein, Investor is not acting in a fiduciary capacity or for any person who directly or indirectly supplied all or part of the funds for the purchase of the Shares.
 - C. Investor must bear and is willing to accept the economic risk of this investment for an indefinite period of time because the Shares are registered under the Securities Act or the securities laws of any state or other jurisdiction. Investor has been advised that the Shares are not being registered under the Securities Act upon the basis that the transaction involving their sale is exempt from such registration requirements as a transaction by an issuer not involving any public offering in reliance on Regulation D, as promulgated by the U.S. Securities and Exchange Commission (the "Commission") pursuant to the Securities Act. In addition, Investor acknowledges and agrees that reliance by the Company on such exemption is predicated in part on Investor's representations set forth in this Subscription Agreement. Investor acknowledges that the Company makes no representations of any kind concerning its intent or ability to offer or sell any of the Shares in a public offering or otherwise. Investor further understands that the Company makes no representation or warranty regarding its fulfillment in the future of any reporting requirements under the Securities Exchange Act of 1934, as amended, or its dissemination to the public of any current financial or other information concerning the Company, as may be required as a condition for the unregistered resale of restricted securities.
 - D. Investor is able to bear the economic risk of losing Investor's entire investment in the Company, which is not disproportionate to Investor's net worth, has adequate means of providing for Investor's financial requirements, both current and anticipated, and has no need for liquidity in its investment in Shares. Investor further represents and warrants that Investor is an "accredited investor" as defined in Regulation D of the Securities Act, and as indicated by the Accredited Investor Suitability Questionnaire attached hereto as Schedule 2. All information provided by Investor on the Accredited Investor Suitability Questionnaire attached hereto as Schedule 2 is true, correct and complete in all respects.
 - E. In connection with Investor's purchase of the Shares, no oral or written representations or warranties have been made to the Investor.
 - F. Investor is familiar with the business in which the Company is engaged and, based upon Investor's knowledge and experience in financial and business matters, Investor is familiar with investments of the sort that Investor is undertaking herein. Investor understands that an investment in the Shares is speculative and involves substantial risks, and Investor is fully cognizant of and understands all of the risks relating to a purchase of the Shares, including, but not limited to, those risks set forth under "Risk Factors" in Exhibit A to this Schedule I.
 - G. Investor's overall commitment to investments that are not readily marketable is not disproportionate to Investor's individual net worth, and Investor's investment in Shares will not cause such overall commitment to become excessive.
 - H. Investor is acquiring Shares for its own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale, or subdivision of the Shares.

- I. Investor understands that, due to the lack of any existing market for Shares, and the possibility that no such market will exist in the future, Investor's investment is, and is likely to remain, highly illiquid and may have to be held indefinitely.
- J. Investor has consulted with Investor's attorney, financial advisors and others regarding all financial, securities and tax aspects of the proposed investment, and that said advisors have reviewed this Agreement and all documents relating thereto on Investor's behalf or has knowingly and willingly foregone such consultation. Investor and Investor's advisors, if any, have sufficient knowledge and experience in business and financial matters that Investor is capable of evaluating the merits and risks of an investment in the Company's Shares and has the ability to protect Investor's own interests in connection with such investment without need for the additional information which would be required to be included in a registration statement prepared and filed in accordance with the Securities Act.
- K. The Investor represents and covenants that (1) the Investor is not (i) identified on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons (the "SDN List"); (ii) owned or controlled by or acting on behalf of any person or entity listed on the SDN List; (iii) to the best of Investor's knowledge, the target of any sanction, regulation, or law promulgated by OFAC or any other U.S. governmental entity (such sanctions, regulations and laws, together with any supplement or amendment thereto, the "U.S. Sanctions Laws") such that the entry into this Agreement or the performance of any of the transactions contemplated hereby would contravene such U.S. Sanctions Laws; or (iv) to the best of Investor's knowledge, owned or controlled by or acting on behalf of any person or entity that is the target of any U.S. Sanctions Laws such that the entry into this Agreement or the performance of any of the transactions contemplated hereby would contravene such U.S. Sanctions Laws; (2) the monies used to fund the Investor's investment in the Shares have not been and will not be derived from or related to any illegal activities, including but not limited to, money laundering activities, and the proceeds from the Investor's investment in the Shares will not be used to finance any illegal activities; and (3) the acceptance of this Agreement, together with related payments, will not breach any applicable money laundering or related rules or regulations (including, without limitation, any statutes, rules or regulations in effect under the laws of the United States pertaining to prohibitions on money laundering or anti-terrorist financing or to transacting business or dealing in property that may be blocked or may belong to Specially Designated Nationals as those terms are used by OFAC).
- L. Investor acknowledges and agrees that: (i) the United States and other jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively, the "Requirements"), and (ii) the Company could be requested or required to obtain certain assurances from Investor, disclose information pertaining to Investor to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. Investor acknowledges that the Company seeks to comply with all applicable laws concerning money laundering and related activities, and that it is the Company's policy to comply with Requirements to which it is or may become subject and to interpret them broadly in favor of disclosure. Investor hereby agrees to provide promptly additional information or take such other actions as may be necessary or advisable for the Company (as determined by the board of directors in its sole discretion, to be in the best interests of the Company) to comply with any Requirements, related legal process or appropriate requests; and Investor hereby consents, to the extent deemed appropriate, in the sole discretion of the board of directors, to disclosure to relevant third parties of any information provided by the Investor or its affiliates to the Company for these purposes. The Investor further agrees and acknowledges that the following remedial measures among others may be taken by the board of directors if it determines in its sole discretion that it is in the interests of the Company: (i) prohibiting additional investments by, or segregating assets of, the Investor, (ii)

compulsory redemption or forced sale of Shares held by the Investor, and/or (iii) the reporting of such action or confidential information relating to the Investor to the regulatory authorities.

- M. Investor did not become aware of or interested in this offering through the marketing of or in connection with any public offering in which the Company may engage, Investor has not been contacted by the Company or any of its agents or representatives in connection with or with regards to any public offering in which the Company may engage, and the offer of Shares hereby to Investor has not been accompanied by any registration statement on Form S-11 that the Company may file in connection with a future initial public offering or any other materials or information relating to an initial public offering (which the Company may or may not engage in).
- N. Investor and Investor's advisers, if any, have had an opportunity to ask questions of and to receive answers from the principals of the advisor of the Company and employees of the Company's advisor, and to obtain additional information in writing to the extent that the Company possesses such information or could acquire it without unreasonable effort or expense: (i) relative to the Company and the offering of the Shares and (ii) necessary to verify the accuracy of any information, documents, books and records furnished. All such materials and information requested by Investor and Investor's advisers (including information requested to verify information previously furnished) have been made available and examined by Investor or Investor's advisers.
- O. Investor agrees that Investor will not attempt to pledge, transfer, convey or otherwise dispose of any of the Shares or any interest therein except in a transaction that is the subject of either (i) an effective registration statement under the Securities Act and any applicable state securities laws or (ii) an opinion of counsel, which counsel and which opinion of counsel shall be satisfactory to the Company in its sole discretion, to the effect that such registration is not required. The Company may rely on such an opinion of Investor's counsel in making such determination. Investor consents to the placement of a legend on any certificates or documents representing the Shares, substantially as follows, and further agrees not to pledge, transfer convey or otherwise dispose of any of the Shares, or any interest therein, except in accordance with the terms of the following legend and the terms of this Subscription Agreement:

The securities represented hereby (collectively the "Securities") have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the provisions of any state securities laws, but have been acquired by the registered holder hereof for purposes of investment and in reliance on statutory exemptions under the Securities Act, and under all applicable state securities laws. The Securities may not be sold, pledged, transferred or assigned except pursuant to an effective registration statement under the Securities Act and under applicable state securities laws, or in a transaction which is exempt from registration under the provisions of the Securities Act and under provisions of applicable state securities laws; and in the case of an exemption, only if the Company has received an opinion of counsel that such transaction does not require registration of the Securities, which opinion and which counsel shall be satisfactory to the Company in its sole discretion.

Investor is aware that the Company will make a notation in its records, and notify its transfer agent, if any, with respect to the restrictions on the transferability of the Shares.

- P. The sale of the Shares to Investor has not been accompanied by the publication of any advertisement or any general solicitation or general advertising.
- Q. If a natural person, Investor represents and warrants to the Company that Investor is of legal age in Investor's state of residence and has legal capacity to execute, deliver and perform all of Investor's obligations under this Agreement.
- R. If Investor is a corporation, partnership, limited liability company, trust or other entity, it represents that: (i) it is duly organized, formed or incorporated, as the case may be, validly existing and in good standing in its jurisdiction of incorporation or organization

and has all requisite power and authority to invest in the Shares as provided herein; (ii) such investment does not result in any violation of, or conflict with, any term or provision of the charter, bylaws or other organizational documents of the Investor or any other instrument or agreement to which the Investor is a party or is subject; (iii) such investment has been duly authorized by all necessary action on behalf of the Investor; and (iv) this Subscription Agreement has been duly executed and delivered on behalf of the Investor and constitutes a legal, valid and binding agreement of the Investor.

- S. Investor understands that the initial subscription price per Share has been arbitrarily determined by the Company and not by an independent accountant or auditor, and that no assurances have been given about the value of such Shares.
- T. Investor recognizes that any information furnished by the Company does not constitute investment, accounting, legal or tax advice.
- U. Investor represents and agrees that the individual signing this Subscription Agreement on Investor's behalf shall be the Company's principal contact for all Company matters concerning Investor and the Company shall not be obligated to (but may at its election) be bound by the signature of any other agent of Investor.
- V. Investor hereby grants the Company a limited and irrevocable proxy, with full power of substitution, to (a) represent Investor at any meetings of the shareholders of the Company and (b) cast, in the name and on behalf of Investor, either in person or via written or electronic consent action, all votes that Investor is entitled to cast in respect of the Shares subscribed for by Investor pursuant to this Subscription Agreement, solely in connection with any amendment to the Company's charter related to or necessary for the registration of any initial public offering with the Commission or any state or other jurisdiction. The proxy granted hereby is expressly limited as set forth herein and shall terminate and be of no further force or effect upon the date that the Company commences any initial public offering.
- W. Investor acknowledges that the Company will send reports and other materials electronically, and the Investor will only receive paper copies of reports and other materials if the Company, in its sole discretion, sends paper copies.
- X. If Investor executes the Subscription Agreement electronically, Investor's electronic signature, whether digital or encrypted, included in the Subscription Agreement is intended to authenticate the Subscription Agreement and to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by Investor with Investor's intent to any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by Investor with Investor's intent to sign such record, including facsimile or e-mail electronic signatures. Investor and the Company each hereby consents and agrees that electronically signing this Subscription Agreement constitutes Investor's signature, acceptance and agreement as if actually signed by Investor in writing. Further, all parties agree that no certification authority or other third party verification is necessary to validate any electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of Investor's signature or resulting contract between Investor and the Company. Investor understands verification will not in any way affect the enforceability of Investor's signature or resulting contract between Investor and the Company. Investor understands and agrees that Investor's e-signature executed in conjunction with the electronic submission of this Subscription Agreement shall be legally binding and such transaction shall be considered authorized by Investor. Investor agrees that Investor's electronic signature is the legal equivalent of Investor's manual signature on this Subscription Agreement and Investor consents to be legally bound by this Subscription Agreement's terms and conditions.
- Y. Investor agrees that at any time in the future at which Investor makes an additional subscription to the Company, Investor shall be deemed to have reaffirmed as of the date of the making of such additional subscription, each and every acknowledgment, agreement, representation, warranty and covenant made by Investor in this Subscription Agreement.

- Z. Investor understands that Troutman Pepper Hamilton Sanders LLP acts as counsel to the Company, its advisor and their affiliates. Investor also understands that, in connection with the offering of Shares and subsequent advice to such parties, Troutman Pepper Hamilton Sanders LLP will not be representing investors in the Company, including the Investor, and no independent investor has been retained to represent stockholders of the Company.

2. Indemnification

Investor shall indemnify and hold harmless the Company, any affiliated corporation or entity, the partners, officers, directors, employees, members and managers of any of the foregoing and any professional advisers thereto, from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, to which they may become subject or which they may incur by reason of or in connection with any misrepresentation made by Investor in this Subscription Agreement or otherwise, any breach of any of Investor's representations or warranties, or any failure by Investor to fulfill any of its covenants or agreements under this Subscription Agreement.

3. Release by Investor

Investor hereby forever releases, dismisses, and discharges, the Company and its affiliates and their respective officers, directors, employees, members, managers, security holders, successors, assigns, and transferees (collectively, the "**Released Persons**"), from any and all now or hereafter existing actions, causes of action, suits, damages, debts, claims, counterclaims, obligations and liabilities of any nature whatsoever, known or unknown, suspected or unsuspected (collectively, the "**Released Claims**"), that Investor may have against any of the Released Persons, including, without limitation, any and all Released Claims which in whole or in part is based upon or arises out of the purchase and sale of the Shares pursuant to this Subscription Agreement.

4. Miscellaneous

- A. This Subscription Agreement: (i) is governed by and construed in accordance with the substantive laws of the State of Maryland (but not the conflicts of law or choice of law rules); (ii) will be binding upon the parties only when it has been accepted and agreed to by the Company; and (iii) may be rejected, in whole or in part, in the sole and absolute discretion of the Company.
- B. This Subscription Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof. The provisions of this Subscription Agreement may not be modified or waived except in writing.
- C. This Subscription Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto. Investor may not assign any of Investor's rights or interests in and under this Subscription Agreement without the prior written consent of the Company, and any attempted assignment without such consent shall be void and without effect.
- D. This Subscription Agreement will be executed in two counterparts, each of which constitutes an original. The Company shall retain one counterpart, and one counterpart shall be returned to the Investor upon acceptance by the Company. Notwithstanding the receipt by the Company of any monies for the payment for the Shares, this Subscription Agreement will not be effective or binding upon either party, nor will it convey any rights in the Company to the Investor unless and until it has been duly countersigned by the Company.

Information Required of Each Prospective Investor

(Attach additional pages if necessary to fully answer any questions)

A. Prospective Investors Name(s): _____

B. Principal Residence Address: _____

Home / Cell Telephone Number _____

Business Telephone Number _____

C. Mailing Address _____

D. Email Address _____

E. Security Number/Taxpayer ID _____

Schedule 2 to Subscription Agreement

Accredited Investor and Suitability Questionnaire

Groma NAV REIT, Inc.

31 New Chardon Street

Boston, MA 02114

To Whom it May Concern:

The information contained herein is being furnished to you in order to assist you in determining whether the Investor's subscription for Shares in Groma NAV REIT, Inc., a Maryland corporation (the "Company"), pursuant to its private offering may be accepted by the Company pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and the securities laws of the Investor's state of residence. The Investor understands that (i) the Company will rely upon the following information for purposes of making such determination, and (ii) this Questionnaire is not an offer of the Shares, or any other securities to the Investor. By signing the Subscription Agreement, the Investor hereby makes all representations and warranties to the Company as indicated below.

Along with this subscription, Investor will submit documents as requested by OpenDeal Broker LLC on behalf of the Company, in order to enable the Company to verify, in its sole discretion, the Investor's status as an "accredited investor" as such term is defined under Regulation D promulgated under the Securities Act. Such documents can include the Investor's prior two years income tax returns and written certification that the Investor reasonably expects to reach the required income level (\$200,000 for an individual and \$300,000 for a spouses or spousal equivalents) in the current year; bank or brokerage statements, appraisal reports, or similar documents and verify liabilities via a credit report; written confirmation from the Investor's broker-dealer, investment advisor, attorney, or certified public accountant that the Investor is an "accredited investor" based upon information verified within the last three months. A sample letter to be used by a valid advisor is provided at the end of this document.

Exhibit A to Schedule 2

Bad Actor Addendum (For All Investors)

All terms used and not otherwise defined herein shall have the meanings given to such terms in the Subscription Agreement.

By signing the Subscription Agreement, the Investor, in connection with Investor's subscription (the "**Subscription**") of Shares in the Company as a material inducement for the Company to accept such the Investor's Subscription, hereby represents, warrants and covenants to the Company the following:

1. Representations and Warranties
 - 1.1. Investor has not been convicted, within ten years before the Subscription (the "**Effective Date**"), of any felony or misdemeanors:
 - 1.1.1. In connection with the purchase or sale of any security;
 - 1.1.2. Involving the making of any false filing with the Commission; or
 - 1.1.3. Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
 - 1.2. Investor is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the Effective Date that, at such time, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice;
 - 1.2.1. In connection with the purchase or sale of any security;
 - 1.2.2. Involving the making of any false filing with the Commission; or
 - 1.2.3. Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
 - 1.3. Investor is not subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:
 - 1.3.1. As of the Effective Date, bars the Investor from:
 - 1.3.1.1. Association with an entity regulated by such commission, authority, agency, or officer;
 - 1.3.1.2. Engaging in the business of securities, insurance or banking; or
 - 1.3.1.3. Engaging in savings association or credit union activities; or
 - 1.3.2. Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before the Effective Date;
 - 1.4. Investor is not subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-3(e) or (f)) that, as of the Effective Date:
 - 1.4.1. Suspends or revokes Investor's registration as a broker, dealer, municipal securities dealer or investment adviser;

- 1.4.2. Places limitations on the activities, functions or operations of Investor; or
- 1.4.3. Bars Investor from being associated with any entity or from participating in the offering of any penny stock;
- 1.5. Is subject to any order of the Commission entered within five years before the Effective Date, as of the Effective Date, that orders Investor to cease and desist from committing or causing a violation or future violation of;
 - 1.5.1. Any science-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934, as amended (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or
 - 1.5.2. Section 5 of the Securities Act (15 U.S.C. 77e).
- 1.6. Investor is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; or
- 1.7. Investor is not subject to a United States Postal Service false representation order entered within five years before the Effective Date, or is, as of the Effective Date, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

2. Covenants

- 2.1. Investor shall immediately notify the Company in writing if Investor becomes subject to any of the events set forth in Section 1 of this Bad Actor Addendum (a “**Disqualification Event**”) following the Effective Date. Such notice shall be referred to as a “Bad Act Notice” and shall set forth in sufficient detail the nature of the Disqualification Event to which Investor has become subject and the date of the Disqualification Event’s occurrence (the “**Disqualification Notice**”).
- 2.2. Investor agrees to execute, make, acknowledge and deliver such other instruments, agreements and documents as may be required to fulfill the purposes of this Bad Actor Addendum.

GromaCorp and Groma NAV REIT U.S. Investor Privacy Notice

Keeping your personal information private and confidential is important to us, and we at GromaCorp (“GromaCorp”, “we,” or “us”) take the safekeeping and use of such information seriously.

This notice (this “[Privacy Notice](#)”) sets forth our policies for the collection, use, storage, sharing, disclosure (collectively, “[processing](#)”) and protection of personal data relating to current, prospective and former individual investors in the GromaREIT who are investing primarily for personal, family or household purposes (“[you](#)” or “[investor](#)”). This Privacy Notice is being provided in accordance with the U.S. Gramm-Leach-Bliley Act of 1999, as amended.

We collect personal information about GromaCorp clients, such as you, that we obtain in connection with providing a financial product or service to them (“nonpublic personal information”) from the following sources:

- Information we receive from you or (if different) the investor on applications or other forms;
- Information that we collect or generate, such as information relating to your (or an investor’s) investment in GromaCorp, emails (and related data) and website usage data;
- Information about your transactions with us or others; and
- Information we receive from third parties such as transfer agents, custodians, financial institutions, credit bureaus, data aggregators,

Nonpublic personal information we may collect includes:

- Name
- Postal address
- Telephone number
- Email address
- Social Security number, tax identification number or any similar number or other government-issued ID
- Online account information, such as username and password
- Employment information, such as title and role
- Demographic information
- Financial and investment information, including information and choices concerning your current investments and tax-related information.

We do not disclose any nonpublic personal information to anyone, except our affiliates and our third-party service providers, as required or permitted by law or as otherwise described in this Privacy Policy.

We only use information about you and your account to help us better serve your investment needs, to respond to your inquiries and fulfill your requests, to personalize your experience on our website, to suggest services or educational materials that may be of interest to you or for our business purposes (e.g., data analysis, audits, fraud monitoring and prevention, developing new products).

We may disclose your nonpublic personal information to nonaffiliated third parties (such as financial service providers) for our everyday business purposes, such as to process transactions, maintain accounts, provide requested products and services, respond to court orders and legal investigations and report to credit bureaus.

We may also use and disclose your nonpublic personal information as we believe to be necessary or appropriate: (a) to comply with applicable law, to respond to requests from public and government authorities, to cooperate with law enforcement or for other legal reasons; (b) to enforce our terms and conditions; (c) to protect our rights, privacy, safety or property, and/or that of you or others; or (d) in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

Former Customers

If you terminate your relationship with us, this Privacy Notice (as it may be modified in the future) will continue to apply to your nonpublic personal information after that time, and we will retain nonpublic personal information in accordance with federal law and our records retention policies.

Confidentiality and Security

We maintain physical, electronic and procedural safeguards designed to protect nonpublic personal information within our organization. We also endeavor to restrict access to your personal and financial data to authorized associates who have a need for these records. Please do not send such information to us in non-secure emails. It is your responsibility to maintain the confidentiality of your account credentials.

The “Last Updated” line at the bottom of this page indicates when this Privacy Notice was last revised. We may notify you of changes to this Privacy Policy and we may give you choice with respect to any such changes.

Social Security Numbers

We may request that you provide us with your Social Security number in order to provide you with the services and facilitate any of your requests with respect to our investment programs and products. We only use and disclose such information to facilitate your requests, prevent fraud or other harm, and to comply with legal, audit, insurance and other similar requirements, and otherwise in accordance with applicable law. We take the confidentiality of this information very seriously (see also Confidentiality and Security above) and have policies in place to limit access to such information on a need-to-know basis. We also have policies, processes and agreements in place to require that our employees and service providers treat such information accordingly.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at investor-relations@groma.com.

Last Updated: March 2022

42°21'44.6"N 71°03'40.8"W

Thank you!

 Groma