PRIORITY INCOME FUND, INC.

Maximum Offering of 80,700,556 Shares (or up to $1,283,138,840 of Shares)

FORM OF SELECTED DEALER AGREEMENT

November 2, 2016

Ladies and Gentlemen:

Provasi Capital Partners LP, as the dealer manager (the "Dealer Manager") for Priority Income Fund, Inc., a Maryland corporation formerly known as Priority Senior Secured Income Fund, Inc. (the "Company"), invites you (the "Dealer") to participate in the distribution of shares of common stock of the Company ("Shares") subject to the following terms:

I. Dealer Manager Agreement

The Dealer Manager has entered into an agreement with the Company called the Dealer Manager Agreement dated November 2, 2016, attached hereto as Exhibit A (the "Dealer Manager Agreement"). The terms of the Dealer Manager Agreement relating to the Dealer are incorporated herein by reference as if set forth verbatim and capitalized terms not otherwise defined herein shall have the meanings given them in the Dealer Manager Agreement. By your acceptance of this Selected Dealer Agreement (the "Agreement" or this "Agreement"), you will become one of the Dealers referred to in the Dealer Manager Agreement and will be entitled and subject to the indemnification provisions contained in the Dealer Manager Agreement, including the provisions of the Dealer Manager Agreement wherein the Dealers severally agree to indemnify and hold harmless the Company, the Dealer Manager and each officer and director thereof, and each person, if any, who controls the Company or the Dealer Manager within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Except as otherwise specifically stated herein, all terms used in this Agreement have the meanings provided in the Dealer Manager Agreement.

The Dealer hereby agrees to use its best efforts to sell the Shares for cash on the terms and conditions stated in the Prospectus. Nothing in this Agreement shall be deemed or construed to make the Dealer an employee, agent, representative or partner of the Dealer Manager or of the Company, and the Dealer is not authorized to act for the Dealer Manager or the Company or to make any representations on their behalf except as set forth in the Prospectus and such other printed information furnished to the Dealer by the Dealer Manager or the Company to supplement the Prospectus ("supplemental information").

II. Submission of Orders

Those persons who purchase Shares will be instructed by the Dealer Manager or the Dealer to make their checks payable to "Priority Income Fund, Inc." If the Dealer receives a check not conforming to this instruction, the Dealer shall return such check directly to such subscriber not later than the end of the next business day following its receipt. Checks received by the Dealer which conform to this instruction shall be transmitted to the Company for deposit, along with a completed application, using the form provided by the Company. The Dealer Manager may authorize the Dealer if the Dealer is a "$250,000 broker-dealer" to instruct its customers to make its checks for Shares subscribed for payable directly to the Dealer, in which case the Dealer will collect the proceeds of the subscriber's checks and

issue a check for the aggregate amount of the subscription proceeds made payable to "Priority Income Fund, Inc." Checks of rejected subscribers will be promptly returned to such subscribers.

If requested by the Company or the Dealer Manager, the Dealer shall obtain from subscribers for the Shares, other documentation reasonably deemed by the Company or the Dealer Manager to be required under applicable law or as may be necessary to reflect the policies of the Company or the Dealer Manager. Such documentation may include, without limitation, subscribers' written acknowledgement and agreement to the privacy policies of the Company or the Dealer Manager.

III. Pricing

Except for discounts described in or as otherwise provided in the "Plan of Distribution" section of the Prospectus, the Shares are to be issued and sold in the Offering (specifically, Class R Shares for an initial offering price of $15.90 per Share to be sold to the public through broker-dealers subject to selling commissions and dealer manager fees; Class RIA Shares for an initial offering price of $14.95 per Share to be sold to the public through Registered Investment Advisers and broker-dealers that are managing wrap or other fee-based accounts, subject to dealer manager fees but no selling commissions; and Class I Shares which are sold for an initial offering price of $14.63 per Share are to be sold through traditional institutional investment arrangements without selling commissions and dealer manager fees). In addition, participants in the Company's distribution reinvestment plan during this offering will receive a number of Shares determined by dividing the total dollar amount of the distribution payable to a participant by a price equal to 95% of the price that shares are sold in the offering at the closing immediately following the distribution payment date, pursuant to the distribution reinvestment plan. Please see "Distribution Reinvestment Plan" in the prospectus for additional information regarding the plan, and all shares are subject to the Company's right to allocate Share amounts and classes of Shares as described in the Prospectus and subject to discounts and other price adjustments as described in the prospectus. Except as otherwise indicated in the Prospectus or in any letter or memorandum sent to the Dealer by the Company or the Dealer Manager, a minimum initial purchase by any one person is $1,000 of Shares. Except as otherwise indicated in the Prospectus, additional investments may be made in cash in minimal increments of at least $500 in Shares. The Shares are nonassessable. The Dealer hereby agrees to place any order for the full purchase price.

IV. Representations and Warranties of Dealer

Dealer represents and warrants to the Company and the Dealer Manager and agrees that:

(a) Dealer will undertake all reasonable investigation, review, and inquiry to ensure, to the best of its reasonable knowledge and belief, that the investment is suitable for such potential investor upon the basis of the information known to Dealer or disclosed by such potential investor as to his other security holdings and as to his financial situation and needs. Dealer shall keep written records supporting this representation and warranty and such records shall be made available to the Company or Dealer Manager promptly upon request.

(b) Dealer shall deliver to each prospective investor, prior to any submission by such prospective investor, a written offer to buy any Shares, a copy of the Prospectus.

(c) Dealer will not deliver to any offeree any written documents pertaining to the Company or the Shares, other than the Prospectus, and any other materials specifically designated for distribution to prospective investors that are supplied to Dealer by the Company or its affiliates. Without intending to limit the generality of the foregoing, Dealer shall not

deliver to any prospective investor any material pertaining to the Company or any of its affiliates that has been furnished as "broker/dealer information only."

(d) Dealer will make reasonable inquiry to determine whether a prospective investor is acquiring Shares for his own account or on behalf of other persons and not for the purpose of resale or other distribution thereof.

(e) Dealer will not give any information or make any representation or warranty in connection with the Offering, the Company or the Shares other than those contained in the Prospectus and any Authorized Sales Materials.

(f) Dealer will abide by, and will take reasonable precautions to ensure compliance by prospective investors from whom Dealer has solicited an offer to purchase, all provisions contained in the Prospectus regulating the terms and manner of the Offering.

(g) In its solicitation of offers for the Shares, Dealer will comply with all applicable requirements of the Securities Act, the Exchange Act, as well as the published rules and regulations thereunder, and the rules and regulations of all state securities authorities, as applicable, to the best of its knowledge, after due inquiry and investigation and to the extent within its direct control.

(h) Dealer is (and will continue to be) a member in good standing with FINRA, will abide by the rules and regulations of FINRA, is in full compliance with all applicable requirements under the Exchange Act, and is registered as a broker-dealer in all of the jurisdictions in which Dealer solicits offers to purchase the Shares.

(i) Dealer will not take any action in conflict with, or omit to take any action the omission of which would cause Dealer to be in conflict with, the conditions and requirements of the Securities Act, the Exchange Act, the 1940 Act, or applicable state securities or blue sky laws.

(j) Dealer will use reasonable efforts to ensure that all investors who are acquiring Shares have and will satisfy all conditions described in the Prospectus and the Subscription Agreement.

(k) Each of the representations and warranties made by each prospective investor to the Company under the Subscription Agreement, is, to the Dealer's best knowledge, information, and belief, after due inquiry, true and correct as of the date thereof and as of the date of purchase of the Shares by such investor.

V. Dealers' Commissions

(a) Subject to the volume discounts and other special circumstances described in or otherwise provided in the "Plan of Distribution" section of the Prospectus or this Section V, the Dealer Manager agrees to pay the Dealer selling commissions in the amount of 6.0% of the selling price of each Class R Share for which a sale is completed from the Shares offered in the Offering. Dealer Manager will not pay selling commissions for sales of DRP Shares, Class RIA Shares or Class I Shares. Dealer Manager will reallow all the selling commissions, subject to federal and state securities laws, to the Dealer who sold Class R Shares, as described more fully in this Agreement. The Company will not be liable or responsible to any Dealer for direct payment of commissions to any Dealer, it being the sole and exclusive responsibility of the Dealer Manager for payment of commissions to Dealers. Notwithstanding the above, at the discretion of the Company, the Company may act as agent of the Dealer Manager by making direct payment of commissions to Dealers on behalf of the Dealer Manager without incurring any liability.

(b) Subject to the special circumstances described in or otherwise provided in the "Plan of Distribution" section of the Prospectus or this Section V, as compensation for acting as the dealer manager, the Company will pay the Dealer Manager, a dealer manager fee in the amount of 2.0% of the selling price of each Class R Share (the "Dealer Manager Fee") for which a sale is completed from the Class R or Class RIA Shares offered in the Offering. The Dealer Manager may retain or re-allow all or a portion of the Dealer Manager Fee, subject to federal and state securities laws, to a Dealer who sold Shares, as described more fully in the Prospectus. No Dealer Manager Fee will be paid in connection with DRP Shares or Class I Shares.

(c) Notwithstanding the foregoing, no commissions, payments or amounts whatsoever will be paid to the Dealer under this Section V unless and until subscriptions for the purchase of Shares have been accepted by the Company and the gross proceeds of the Shares sold are received by the Company. The Company will not be liable or responsible to any Dealer for direct payment of commissions to such Dealer, it being the sole and exclusive responsibility of the Dealer Manager for payment of commissions to the Dealers. Notwithstanding the above, at its discretion, the Company may act as agent of the Dealer Manager by making direct payment of commissions to such Dealers without incurring any liability therefor. The Company will not pay selling commissions or a dealer manager fee for shares sold under the DRP as set forth in the "Plan of Distribution" section of the Prospectus. For these purposes, a "sale of Shares" shall occur if and only if a transaction has closed with a securities purchaser pursuant to all applicable offering and subscription documents and the Company has thereafter distributed the commission to the Dealer Manager in connection with such transaction. The Dealer hereby waives any and all rights to receive payment of commissions due until such time as the Dealer Manager is in receipt of the commission from the Company. The Dealer affirms that the Dealer Manager's liability for commissions payable is limited solely to the proceeds of commissions receivable associated therewith.

The Dealer acknowledges and agrees that, in the event that a subscription is revoked or rescinded, the Dealer shall be obligated to return to the Dealer Manager any commissions or reallowed dealer manager fee previously paid to the Dealer in connection with such subscription.

The parties hereby agree that the foregoing commission and dealer manager fee reallowance as set forth in the "Plan of Distribution" section of the Prospectus is not and will not be in excess of the usual and customary distributors' or sellers' arrangements received in the sale of securities similar to the Shares, that the Dealer's interest in the Offering is limited to such commission and, as applicable, reallowed dealer manager fee, from the Dealer Manager and the Dealer's indemnity referred to in Section 4 of the Dealer Manager Agreement, and that the Company is not liable or responsible for the direct payment of such commission or, if applicable, reallowed dealer manager fee, to the Dealer.

VI. Applicability of Indemnification Clauses

Each of the Dealer and Dealer Manager hereby acknowledges and agrees that it will be subject to the obligations set forth in, and entitled to the benefits of all the provisions of, the Dealer Manager Agreement, including but not limited to, the representations and warranties and the indemnification obligations contained in such Dealer Manager Agreement, including specifically the provisions of Section 4 of the Dealer Manager Agreement. Such indemnification obligations shall survive the termination of this Agreement and the Dealer Manager Agreement.

VII. Payment

Payments of selling commissions will be made by the Dealer Manager (or by the Company as provided in the Dealer Manager Agreement) to the Dealer within 30 days of the receipt by the Dealer Manager of the gross commission payments from the Company, subject to the terms and conditions of Article V above. The Dealer acknowledges and agrees that selling commissions, and, to the extent applicable, dealer manager fee reallowances or other payments to the Dealer will be made solely via Automated Clearing House (ACH) transfer to the account listed on the signature page to this Agreement.

VIII. Right to Reject Orders or Cancel Sales

All orders, whether initial or additional, are subject to acceptance by and shall only become effective upon confirmation by the Company, which reserves the right to reject any order for any or no reason. Orders not accompanied by a Subscription Agreement and signature page and the required check in payment for the Shares may be rejected. Issuance and delivery of the Shares will be made only after actual receipt of payment therefor. If any check is not paid upon presentment, or if the Company is not in actual receipt of clearinghouse funds or cash, certified or cashier's check or the equivalent in payment for the Shares within 15 days of sale, the Company reserves the right to cancel the sale without notice. In the event an order is rejected, canceled or rescinded for any reason, Dealer agrees to return to the Dealer Manager any commission theretofore paid with respect to such order within 30 days thereafter and, failing to do so, the Dealer Manager shall have the right to offset amounts owed against future commissions due and otherwise payable to Dealer.

IX. Prospectus and Supplemental Information; Teleconferences and Seminars

The Dealer is not authorized or permitted to give, and will not give, any information or make any representation concerning the Shares except as set forth in the Prospectus and supplemental information. The Dealer Manager will supply the Dealer with reasonable quantities of the Prospectus, any supplements thereto and any amended Prospectus, as well as any supplemental information, for delivery to investors, and the Dealer will deliver a copy of the Prospectus and all supplements thereto and any amended Prospectus to each investor to whom an offer is made prior to or simultaneously with the first solicitation of an offer to sell the Shares to an investor. The Dealer Manager may rely upon the Dealer to only request reasonable quantities of such materials. The Dealer will only request reasonable quantities of such materials, will be responsible for correctly placing orders of such materials, and will reimburse the Dealer Manager for any costs incurred in connection with unreasonable or mistaken orders of such materials. The Dealer agrees that it will not send or give any supplemental information to that investor unless it has previously sent or given a Prospectus and all supplements thereto and any amended Prospectus to that investor or has simultaneously sent or given a Prospectus and all supplements thereto and any amended Prospectus with such supplemental information. The Dealer agrees that it will not show or give to any investor or prospective investor or reproduce any material or writing which is supplied to it by the Dealer Manager and marked "broker-dealer use only" or otherwise bearing a legend denoting that it is not to be used in connection with the sale of Shares to members of the public. The Dealer agrees that it will not use in connection with the offer or sale of Shares any material or writing which relates to another company supplied to it by the Company or the Dealer Manager bearing a legend which states that such material may not be used in connection with the offer or sale of any securities other than the company to which it relates. The Dealer further agrees that it will not use in connection with the offer or sale of Shares any materials or writings which have not been previously approved by the Dealer Manager. The Dealer agrees, if the Dealer Manager so requests, to furnish a copy of any revised preliminary Prospectus to each person to whom it has furnished a copy of any previous preliminary Prospectus, and further agrees that it will itself mail or otherwise deliver all preliminary and final Prospectuses required for compliance with the provisions of Rule 15c2-8 under the Exchange Act. Regardless of the

termination of this Agreement, the Dealer will deliver a Prospectus in connection with transactions in the Shares for a period of 90 days from the effective date of the Registration Statement or such longer period as may be required by the Exchange Act. On becoming a Dealer, and in offering and selling Shares, the Dealer agrees to comply with all the applicable requirements under the Securities Act and the Exchange Act. Notwithstanding the termination of this Agreement or the payment of any amount to the Dealer, the Dealer agrees to pay Dealer's proportionate share of any claim, demand or liability asserted against the Dealer and the other Dealers on the basis that the Dealers or any of them constitute an association, unincorporated business or other separate entity, including in each case the Dealer's proportionate share of any expenses incurred in defending against any such claim, demand or liability.

The Dealer is not authorized or permitted to, and agrees that it shall not, access any information made available on the Dealer Manager's website or otherwise made available, attend any teleconferences or seminars, or participate in any other manner in any informational or promotional events or activities relating to any offering for which the Dealer Manager acts as dealer manager, except for the Offering and any other offering for which the Dealer has entered into a selling agreement with the Dealer Manager that remains in full force and effect.

X. License and Association Membership

Dealer's acceptance of this Agreement constitutes a representation to the Company and the Dealer Manager that Dealer is a properly registered broker-dealer under the Exchange Act, is duly licensed as a broker-dealer and authorized to sell Shares under Federal and state securities laws and regulations and in all states where it offers or sells Shares, and that it is a member in good standing of FINRA. Dealer agrees to notify the Dealer Manager immediately in writing and this Agreement shall automatically terminate if Dealer ceases to be a member in good standing of FINRA, is subject to a FINRA suspension, or its registration as a broker-dealer under the Exchange Act is terminated or suspended. Dealer hereby agrees to abide by all applicable FINRA rules.

Dealer Manager represents and warrants that it is currently, and at all times while performing its functions under this Agreement will be, a properly registered broker-dealer under the Exchange Act and under state securities laws to the extent necessary to perform the duties described in this Agreement, and that it is a member in good standing of FINRA. The Dealer Manager agrees to notify Dealer immediately in writing if it ceases to be a member in good standing with FINRA, is subject to a FINRA suspension, or its registration as a broker-dealer under the Exchange Act is terminated or suspended. The Dealer Manager hereby agrees to abide by all applicable NASD Conduct Rules under FINRA and other applicable FINRA rules.

XI. Anti-Money Laundering Compliance Programs

Dealer's acceptance of this Agreement constitutes a representation to the Company and the Dealer Manager that Dealer has established and implemented an anti-money laundering compliance program ("AML Program") in accordance with applicable law, including applicable NASD Conduct Rules under FINRA and other applicable FINRA rules, SEC Rules and Section 352 of the Money Laundering Abatement Act (collectively, the "AML Rules"), reasonably expected to detect and cause the reporting of suspicious transactions in connection with the sale of Shares of the Company. In addition, the Dealer represents that it has established and implemented a program ("OFAC Program") for compliance with Executive Order 13224 and all regulations and programs administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") and will continue to maintain its OFAC Program during the term of this Agreement. Dealer hereby agrees to furnish, upon request, a copy of its AML Program and OFAC Program to the Dealer Manager for review and to promptly notify the Dealer Manager of any material changes to its AML Program and/or OFAC Program. The Dealer hereby

represents that it is currently in compliance with all AML Rules and all OFAC requirements, specifically including, but not limited to, the Customer Identification Program requirements under Section 326 of the USA PATRIOT Act.

XII. Limitation of Offer

The Dealer will offer Shares (both at the time of an initial subscription and at the time of any additional subscriptions, including initial enrollments and increased participations in the DRP) only to persons who meet the financial qualifications set forth in the Prospectus or in any suitability letter or memorandum sent to it by the Company or the Dealer Manager and will only make offers to persons in the states in which it is advised in writing that the Shares are qualified for sale or that such qualification is not required. In offering Shares, the Dealer will comply with the provisions of the applicable FINRA rules and the NASD Conduct Rules set forth in the FINRA Manual, as well as all other applicable rules and regulations relating to suitability of investors.

Dealer further represents, warrants and covenants that no Dealer, or person associated with Dealer, shall offer or sell Shares in any jurisdiction except to investors who satisfy the investor suitability standards and minimum investment requirements under the most restrictive of the following: (1) applicable provisions of the Prospectus; (2) the laws of the jurisdiction of which such investor is a resident; or (3) NASD Conduct Rules set forth in the FINRA Manual and other applicable FINRA rules. Dealer agrees to ensure that, in recommending the purchase, sale or exchange of Shares to an investor, each Dealer, or person associated with Dealer, shall have reasonable grounds to believe, on the basis of information obtained from the investor (and thereafter maintained in the manner and for the period provided in such Rules) concerning his age, investment objectives, other investments, financial situation and needs, and any other information known to Dealer, or person associated with Dealer, that: (A) the investor is or will be in a financial position appropriate to enable him to realize to a significant extent the benefits described in the Prospectus, including the tax benefits to the extent they are a significant aspect of the Company; (B) the investor has a fair market net worth sufficient to sustain the risks inherent in an investment in Shares in the amount proposed, including loss, and lack of liquidity of such investment; (C) the investor has an apparent understanding of the fundamental risks of an investment in Shares, the lack of liquidity of the Shares, the background and qualifications of the adviser to the Company and their affiliates, and the tax consequences of an investment in the Shares; and (D) an investment in Shares is otherwise suitable for such investor. Dealer further represents, warrants and covenants that Dealer, or a person associated with Dealer, will make every reasonable effort to determine the suitability and appropriateness of an investment in Shares of each proposed investor by reviewing documents and records disclosing the basis upon which the determination as to suitability was reached as to each purchaser of Shares pursuant to a subscription solicited by Dealer, whether such documents and records relate to accounts which have been closed, accounts which are currently maintained, or accounts hereafter established. Dealer agrees to retain such documents and records in Dealer's records for a period of six years from the date of the applicable sale of Shares and to make such documents and records available to (i) the Dealer Manager and the Company upon request, and (ii) to representatives of the SEC, FINRA and applicable state securities administrators upon Dealer’s receipt of an appropriate document subpoena or other appropriate request for documents from any such agency or organization. Dealer shall not purchase any Shares for a discretionary account without obtaining the prior written approval of Dealer's customer and his or her signature on a Subscription Agreement.

XIII. Compliance with Record Keeping Requirements

Dealer agrees to comply with the record keeping requirements of the Exchange Act, including but not limited to, Rules 17a-3 and 17a-4 promulgated under the Exchange Act. Dealer further agrees to keep such records with respect to each customer who purchases Shares, his suitability and the amount of

Shares sold and to retain such records for such period of time as may be required by the SEC, any state securities commission, FINRA or the Company.

XIV. Termination; Survival

This Agreement shall become effective upon the execution hereof by Dealer and receipt of such executed Agreement by the Dealer Manager; provided, however, that in the event of the execution of this Agreement prior to the time that the Registration Statement becomes effective with the SEC, this Agreement shall not become effective prior to the Registration Statement becoming effective with the SEC and shall instead become effective simultaneously with the effectiveness of the Registration Statement.

The Dealer will suspend or terminate its offer and sale of Shares upon the request of the Company or the Dealer Manager at any time and will resume its offer and sale of Shares hereunder upon subsequent request of the Company or the Dealer Manager. Any party may terminate this Agreement by written notice. Such termination shall be effective 48 hours after the mailing of such notice. This Agreement is the entire agreement of the parties and supersedes all prior agreements, if any, between the parties hereto. Prior to any termination of this Agreement by the Dealer, the Dealer shall in good faith attempt to negotiate an acceptable amendment to this Agreement to govern the relationship going forward.

This Agreement may be amended at any time by the Dealer Manager by written notice to the Dealer, and any such amendment shall be deemed accepted by the Dealer upon placing an order for sale of Shares after he has received such notice.

The respective agreements and obligations of the Dealer Manager and the Dealer set forth in Sections IV, VI, VII, VIII, XI and XII through XV of this Agreement shall remain operative and in full force and effect regardless of the termination of this Agreement.

Dealer acknowledges and understands that subsequent to any termination of this Agreement, Dealer's customers that are Company stockholders and their financial advisors, will continue to receive periodic communications from the Company or the Dealer Manager related to the Customer's investment in the Company and their shares in the Company.

XV. Privacy Laws

The Dealer Manager and the Dealer (each referred to individually in this section as "party") agree as follows:

(a) Each party agrees to abide by and comply in all respects with (i) the privacy standards and requirements of the Gramm-Leach-Bliley Act of 1999 ("GLB Act") and applicable regulations promulgated thereunder, (ii) the privacy standards and requirements of any other applicable federal or state law, including the Fair Credit Reporting Act ("FCRA"), and (iii) its own internal privacy policies and procedures, each as may be amended from time to time;

(b) Each party agrees to refrain from the use or disclosure of nonpublic personal information (as defined under the GLB Act) of all customers who have opted out of such disclosures except to service providers (when necessary and as permitted under the GLB Act) or as otherwise required by applicable law;

(c) Except as expressly permitted under the FCRA, each party shall not disclose any information that would be considered a "consumer report" under the FCRA; and

(d) The Dealer shall be responsible for determining which customers have opted out of the disclosure of nonpublic personal information by periodically reviewing and, if necessary, retrieving a list of such customers (the "List") to identify customers that have exercised their opt-out rights. In the event either party expects to use or disclose nonpublic personal information of any customer for purposes other than servicing the customer, or as otherwise required by applicable law, that party must first consult the List to determine whether the affected customer has exercised his or her opt-out rights. Each party understands that it is prohibited from using or disclosing any nonpublic personal information of any customer that is identified on the List as having opted out of such disclosures.

XVI. Notice

Any notice in this Agreement permitted to be given, made or accepted by either party to the other, must be in writing and may be given or served by (1) overnight courier, (2) depositing the same in the United States mail, postpaid, certified, return receipt requested, or (3) facsimile transfer. Notice deposited in the United States mail shall be deemed given when mailed. Notice given in any other manner shall be effective when received at the address of the addressee. For purposes hereof the addresses of the parties, until changed as hereafter provided, shall be as follows:

To Dealer Manager:	Provasi Capital Partners LP Attention: Chief Executive Officer One Addison Circle 15601 Dallas Parkway, Suite 200 Addison, Texas 75001 Fax: (469) 341-2801
To Dealer:	Address Specified By Dealer on Dealer Signature Page

XVII. Attorneys' Fees, Applicable Law, Jurisdiction and Venue

In any action to enforce the provisions of this Agreement or to secure damages for its breach, the prevailing party shall recover its costs and reasonable attorney's fees. This Agreement shall be construed under the laws of the State of Delaware and shall take effect when signed by the Dealer and countersigned by the Dealer Manager. Jurisdiction for any cause of action arising under this Agreement shall lie exclusively with courts located in the State of Delaware. Venue for any action (including arbitration) brought hereunder shall lie exclusively in Wilmington, Delaware.

XVIII. Treatment Under Texas Margin Tax

The selling commission and any reallowed dealer manager fee payable to the Dealer by the Dealer Manager are intended to be and shall be treated as "flow-through funds" as that term is used in Section 171.1011(f) and (g) of the Texas Tax Code and as "sales commissions" as that term is used in Section 171.1011(g)(1) of the Texas Tax Code. The terms of this Agreement shall be interpreted in a manner consistent with the characterization of the selling commission and any reallowed dealer manager fee as "flow-through funds" for purposes of Section 171.1011(f) and (g) of the Texas Tax Code and "sales commissions" for purposes of Section 171.1011(g)(1). The references in this paragraph to Sections of the

Texas Tax Code include subsequent amendments to such Sections, and subsequent statutes with different designations that contain the same reimbursement requirements.

XIX. Due Diligence

Pursuant to the Dealer Manager Agreement, the Company will authorize a collection of information regarding the Offering (the "Due Diligence Information"), which collection the Company may amend and supplement from time to time, to be delivered by the Dealer Manager to the Dealer (or their agents performing due diligence) in connection with its due diligence review of the Offering. In the event the Dealer (or its agent performing due diligence) reasonably requests access to additional information or otherwise wishes to conduct additional due diligence regarding the Offering, the Company and the Dealer Manager will reasonably cooperate with the Dealer to accommodate such request; provided, however, that the Due Diligence Information, together with any additionally provided information, will be subject to the terms of a separate confidentiality agreement.

Dealer Manager and Dealer agree that ongoing due diligence activities may continue with respect to the Offering and other offerings sponsored by Behringer Harvard Holdings, LLC that are not affected hereby; and active wholesaling by registered representatives of the Dealer Manager to registered representatives of the Dealer will cease with respect to the Offering and may continue with respect to other offerings sponsored by Behringer Harvard Holdings, LLC that are not affected hereby.

XX. Electronic Delivery of Information; Electronic Processing of Subscriptions

Pursuant to the Dealer Manager Agreement, the Company has agreed and assumed the duty to confirm on its behalf and on behalf of dealers or brokers who sell the Shares all orders for purchase of Shares accepted by the Company. In addition, the Company, the Dealer Manager and/or third parties engaged by the Company or the Dealer Manager may, from time to time, provide to the Dealer copies of stockholder letters, annual reports and other communications provided to Company stockholders. The Dealer agrees that, to the extent practicable and permitted by law, all confirmations, statements, communications and other information provided to or from the Company, the Dealer Manager, the Dealer and/or their agents or customers shall be provided electronically. To the extent that the Dealer desires physical copies of such materials to be provided, it may request physical copies to be provided from the Company, the Dealer Manager and/or such third parties; provided, however, that the Company, the Dealer Manager and such third parties shall determine the processes and service providers needed to produce such copies and the Dealer shall be required to pay the resulting costs and expenses of the production of such copies. Such costs and expenses may be deducted from selling commissions, reallowances or other payments to the Dealer pursuant to this Agreement.

With respect to Shares held through custodial accounts, the Dealer agrees and acknowledges that to the extent practicable and permitted by law, all confirmations, statements, communications and other information provided from the Company, the Dealer Manager and/or their agents to Company stockholders may be provided solely to the custodian that is the registered owner of the Shares, rather than to the beneficial owners of the Shares. In such case it shall be the responsibility of the custodian to distribute the information to the beneficial owners of Shares.

The Dealer agrees and acknowledges that the Dealer Manager may use an electronic platform to process subscriptions, including but not limited to the Depository Trust Company (DTC) model. The Dealer agrees to cooperate with the processing of subscriptions through such an electronic platform.

XXI. Severability

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. Should any part of this Agreement be held invalid or unenforceable in any jurisdiction, the invalid or unenforceable portion or portions shall be removed (and no more) only in that jurisdiction, and the remainder shall be enforced as fully as possible (removing the minimum amount possible) in that jurisdiction. In lieu of such invalid or unenforceable provision, the parties hereto will negotiate in good faith to add automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

XXII. No Waiver

Failure by either party to promptly insist upon strict compliance with any of the obligations of the other party under this Agreement shall not be deemed to constitute a waiver of the right to enforce strict compliance with respect to any obligation hereunder.

XXIII. Assignment

This Agreement may not be assigned by either party, except with the prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and permitted assigns.

XXIV. Authorization

Each party represents to the other that all requisite corporate proceedings have been undertaken to authorize it to enter into and perform under this Agreement as contemplated herein, and that the individual who has signed this Agreement below on its behalf is a duly elected officer that has been empowered to act for and on behalf of such party with respect to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on its behalf by its duly authorized agent.

THE DEALER MANAGER:

PROVASI CAPITAL PARTNERS LP

By: _____
Robert F. Muller, Jr.
Chief Executive Officer and President

The Dealer has read the foregoing Agreement and we hereby accept and agree to the terms and conditions therein set forth. The Dealer hereby represents that the list below of jurisdictions in which it is registered or licensed as a broker or dealer and are fully authorized to sell securities is true and correct, and the Dealer agrees to advise the Dealer Manager of any change in such list during the term of this Agreement.

1. Identity of Dealer:

Name: _____

Type of entity: _____
(corporation, partnership, proprietorship, etc.)

Organized in the State of: _____

Licensed as broker-dealer in the following States: _____

_____

Tax I.D. #: _____

2. Person to receive notice pursuant to Section XVI:

Name: _____

Company: _____

Address: _____

City, State and Zip Code: _____

Telephone No.: _____

Facsimile No.: _____

3. Account to which payments to Dealer will be made via Automated Clearing House (ACH) transfer:

Name of Financial Institution: _____

Name of Account Holder: _____

Routing Number: _____

Account Number: _____

AGREED TO AND ACCEPTED BY THE DEALER:

_____

(Dealer's Firm Name)

By: _____
Signature

Name: _____

Title: _____

FINRA BROKER DEALER DUE DILIGENCE QUESTIONNAIRE

FIRM NAME:

FIRM OVERVIEW:

1. Legal Structure:

   a. Corporation b. Sole Proprietor c. Partnership d. Joint Venture e. Other

2. Please provide the full names of principal owners.

_____

_____

_____

3. Please provide an organizational chart illustrating the firm's parent company and any subsidiaries with an explanation of the parent company's ownership arrangement, if applicable.

4. Is the firm a Financial Industry Regulatory Authority ("FINRA") member?
   Yes ___ No ___ CRD# _____

5. Year in which the firm became a FINRA Member? _____

6. Has your firm reported any net capitalization issues to FINRA during the current or past fiscal year?
   Yes ___ No ___
   If yes, please provide details relating to the issue.

_____

_____

7. Does the firm maintain a Business Continuity Plan ("BCP")?
   Yes ___No ___

LICENSES, REGISTRATIONS, AND CERTIFICATIONS HELD:

1. Is the firm registered with the Securities Exchange Commission ("SEC")?
   Yes ___ No ___ How Long ___

2. Does the firm carry Full Securities Investor Protection Corporation ("SIPC") insurance coverage?
   Yes ___ No ___

TRADING ACTIVITY:

1. Is the firm a Broker instead of a Dealer, i.e. does NOT own positions of Securities?
   Yes ___ No ___

2. Is the firm an inventory dealer?
   Yes ___ No ___

   If yes, does the firm take a position in securities they buy and sell?
   Yes ___ No ___

3. Does the firm use a clearing agent, or does it self-clear:

4. If the firm uses a clearing agent, provide the name of the firm. Also, describe the nature of the relationship.

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5. Which of the following instruments are offered through the firm, if applicable?

   ___ Government ___ Mortgage Backed ___ Asset Backed ___ Agency

   ___ Money Market Instruments ___Other Core Fixed Income Products

   ___ Corporate Debt/Equity ___ Alternative Investments

6. Does the firm specialize in any of the instruments listed above?
   Yes ___ No ___

   If yes, which ones?

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7. Does the firm have on-site, in-house trading capabilities?

   Yes ___No ____

COMPLIANCE:

1. Has the firm or any of its Supervisory Principals undergone any disciplinary action, fines, suspension or revocation of licenses within the last year?
   Yes ___ No ___
   If yes, please provide details on a separate sheet.

2. Has the firm been involved in any past or pending litigation, to include arbitration, within the last twelve months, regarding the distribution of alternative investment products and/or business/trade practices?
   Yes___ No ___

3. Is the firm in compliance with all applicable Federal and State laws related to conducting business as a Broker/Dealer?
   Yes ___ No ___

4. What is the firm's policy regarding concentration/position limits of alternative products within a customer's account(s)?

5. Do the firm's policies and procedures require higher investor suitability standards on alternative investments than required by the state and/or federal regulatory guidelines?
   Yes___ No___

   If yes, briefly describe the firm's policy.

6. Does the firm provide specialized training to its registered representatives who distribute alternative investments?
   Yes ___ No___
   If yes, briefly describe the firm's training.

7. Is the firm's Anti-Money Laundering ("AML") and The Office of Foreign Assets Control ("OFAC") programs compliant with all FINRA and federal rules and regulations?
   Yes___ No____

CERTIFICATON:

After conducting research and receiving confirmation with the firm, I hereby certify the information contained within this Broker/Dealer Due Diligence Questionnaire is true to the best of my knowledge.

_____
Printed Name and Title

_____ _____
Signature Date