

**The Transferee hereby represents and warrants to Griffin Institutional Access Credit Fund (the “Fund”) as follows:**

1. Transferee has received a copy of the Fund’s current effective prospectus (the “Prospectus”), and hereby agrees to be bound by the terms therein.
2. 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 or her 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 or her 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 or 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 or her own account or for the account or benefit of a member or members of his or her 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 and appoints Joseph Miller, 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.

## TRANSFER AND ASSIGNMENT OF SHARES

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 or her 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TRANSFEROR:**

**TRANSFEE:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## TRANSFER AND ASSIGNMENT OF SHARES

|   |   |   |  |
|---|---|---|--|
| <b>Transferee<br/>(or Buyer's<br/>Information)</b>  | <p>ACCOUNT TITLE <span style="float: right;">RECEIVING/CONTRA FIRM<br/>ACCOUNT NUMBER (IF APPLICABLE)</span></p> <p>INVESTOR NAME</p> <p>SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER <span style="float: right;">DATE OF BIRTH</span></p> <p>MAILING ADDRESS</p> <p>CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span></p> <p>STREET ADDRESS</p> <p>CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span></p> <p>PHONE <span style="float: right;">EMAIL</span></p> <p>(Check one)    U.S. Citizen                  Resident Alien                  Non-resident Alien*</p> <p>*If non-resident alien, investor must submit the appropriate W-8 form with the proper Foreign Tax Identifying Number in order to make an investment.</p>   |   |  |
| <b>Joint Party,<br/>Trustee,<br/>Custodian<br/>for Minor,<br/>Partner, Officer<br/>Information</b>  | <p>NAME</p> <p>SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER <span style="float: right;">DATE OF BIRTH</span></p> <p>MAILING ADDRESS</p> <p>CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span></p> <p>PHONE</p>   |   |  |
| <b>Ownership<br/>Type:</b>  | <p><b>PLEASE INCLUDE SUPPORTING DOCUMENTATION FOR ALL TRUSTS, PLANS, CORPORATIONS, PARTNERSHIPS, POWER OF ATTORNEYS</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b>NON-QUALIFIED:</b></p> <p>Individual (If TOD, attach application)</p> <p>Joint Tenant (If TOD, attach application)</p> <p>UGMA/UTMA: State of: _____</p> <p>Tenants in Common</p> <p>Trust</p> <p>Partnership</p> <p>Corporation (select one below)</p> <p style="padding-left: 20px;">S-Corp (This is default option)</p> <p style="padding-left: 20px;">C-Corp</p> <p>Non-Profit Organization</p> <p>Estate</p> <p>Other (Specify): _____</p> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b>QUALIFIED:</b></p> <p>Traditional (Individual) IRA</p> <p>Simple IRA</p> <p>SEP IRA</p> <p>ROTH</p> <p>Profit Sharing Plan</p> <p>Pension Plan</p> <p>KEOGH Plan</p> </td> </tr> </table> | <p><b>NON-QUALIFIED:</b></p> <p>Individual (If TOD, attach application)</p> <p>Joint Tenant (If TOD, attach application)</p> <p>UGMA/UTMA: State of: _____</p> <p>Tenants in Common</p> <p>Trust</p> <p>Partnership</p> <p>Corporation (select one below)</p> <p style="padding-left: 20px;">S-Corp (This is default option)</p> <p style="padding-left: 20px;">C-Corp</p> <p>Non-Profit Organization</p> <p>Estate</p> <p>Other (Specify): _____</p> | <p><b>QUALIFIED:</b></p> <p>Traditional (Individual) IRA</p> <p>Simple IRA</p> <p>SEP IRA</p> <p>ROTH</p> <p>Profit Sharing Plan</p> <p>Pension Plan</p> <p>KEOGH Plan</p> |
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|------------------------------|--|
| <b>Custodian Information</b> | <p>CUSTODIAN NAME</p> <p>MAILING ADDRESS</p> <p>CITY STATE ZIP CODE</p> <p>CUSTODIAN PHONE CUSTODIAN TAX ID</p> <p>INVESTOR'S ACCOUNT NUMBER WITH CUSTODIAN</p>  |
| <b>Distribution Options</b>  | <p><b>Please note that for Qualified Plans or custodial held accounts, cash distributions can only be sent to the custodian. You must make your withdrawal election with the custodian.</b></p> <p>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%.</p> <p>Check if you would like to participate in the Distribution Reinvestment Plan.<br/> <b>% OF DISTRIBUTION:</b> _____</p> <p>Send distributions via check to investor's home address (for Qualified Plans or custodial held accounts, will only be sent to the custodian).<br/> <b>% OF DISTRIBUTION:</b> _____</p> <p>Send distributions via check to alternate payee listed here (not available for Qualified Plans).<br/> <b>% OF DISTRIBUTION:</b> _____</p> <p>NAME</p> <p>MAILING ADDRESS</p> <p>CITY STATE ZIP CODE</p> <p>ACCOUNT NUMBER</p> <p>DIRECT DEPOSIT (ATTACH VOIDED CHECK) I authorize Griffin Institutional Access Credit 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 Griffin Institutional Access Credit Fund or its agent in writing to cancel it. In the event that Griffin Institutional Access Credit Fund or its agent deposits funds erroneously into my account, Griffin Institutional Access Credit Fund or its agent is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.</p> <p>FINANCIAL INSTITUTION NAME</p> <p style="text-align: right;">Checking Savings</p> <p>ABA/ROUTING NUMBER ACCOUNT NUMBER</p> |

