

THIRD SEVEN CAPITAL LLC
1345 AVENUE OF THE AMERICAS
33RD FLOOR
NEW YORK, NY 10105

SOLICITING DEALER AGREEMENT
For Interests in
FSC INDUSTRIAL PORTFOLIO 27, DST

Date: _____

Ladies and Gentlemen:

The undersigned, Third Seven Capital LLC, a Delaware LLC (the “Managing Broker-Dealer”), has entered into an agreement (the “Selling Agreement”) with FSC INDUSTRIAL PORTFOLIO 27, DST, a Delaware statutory trust (the “Trust”) regarding the offering and sale by the Trust of up to \$78,325,000 of beneficial interests in the Trust (the “Interests”) through a private offering (the “Offering”) pursuant to which the Managing Broker-Dealer has agreed to use its best efforts to form and manage, as Managing Broker-Dealer, a group of securities dealers (the “Selling Group” or individually a “Selling Group Member”) for the purpose of soliciting offers for the purchase of the Interests. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Confidential Private Placement Memorandum, FSC INDUSTRIAL PORTFOLIO 27, DST, dated April 21, 2023 as may be amended or supplemented from time to time (the “Memorandum”). It is anticipated that the Interests will be offered during a period commencing on the date of the Memorandum and continuing until the earlier of (i) the date that all of the Interests are sold or, if earlier, until May 31, 2024. However, the Trust may extend the Offering in its sole and absolute discretion.

The Trust indirectly owns the land and improvements located at the corresponding addresses set forth in the chart below (collectively, the “Properties” and each a “Property”). The Properties are directly owned by the trusts listed below, each of which is a wholly-owned subsidiary of the Trust (the “Operating Trusts”). The Operating Trusts and FSC Industrial 27 Manager, LLC, the Manager of the Trust,, on behalf of certain Operating Trusts, have entered into a master lease for the Properties (the “Master Lease”) with FSC IP27 LeaseCo, LLC (the “Master Tenant”), which is an affiliate of the Trust’s sponsor. The Properties are leased to and occupied by the corresponding tenants set forth in the chart below (collectively, the “Tenants,” and each, a “Tenant”). The Tenants lease the respective Properties pursuant to leases, referred to herein as the “Leases,” and each a “Lease.” The Operating Trusts have assigned the existing Leases to the Master Tenant, and all future Leases will be entered into by the Master Tenant.

Operating Trust	Property	Tenant(s)
FSC EQS Master, DST	3251 Gila Ridge Road, Yuma, AZ 85365	EQUIPMENTSHARE.COM INC., a Delaware corporation
	2435 Prairie Road, Eugene, OR 97402	EQUIPMENTSHARE.COM INC.

	203 Finley Road, Belle Vernon, PA 15012	EQUIPMENTSHARE.COM INC., a Delaware corporation
FSC LBC Master, DST	104 S. Scenic Highway, Lake Wales, FL 33853	Liqui-box Corporation, an Ohio corporation
	1817 Master Avenue, Ashland, OH 44805	Liqui-box Corporation, an Ohio corporation
FSC AT Master, DST	1175 Bowes Road, Elgin, IL 60123	Abrasive Technology, LLC, a Delaware limited liability company
	8400 Green Meadows Drive, North Lewis Center, OH 43035	Abrasive Technology, LLC, a Delaware limited liability company
FSC CFSR Master, DST	50-100 Frontier Way, Bensenville, IL 60106	Commercial Foodservice Repair, Inc., d/b/a Tech-24, a South Carolina corporation
	2465 North 22nd Street, Decatur, IL 62526	Commercial Foodservice Repair, Inc., d/b/a Tech-24, a South Carolina corporation)
FSC SP Merrillville IN, DST	8760 Mississippi Street, Merrillville, IN 46410	Super Products, LLC, a Delaware limited liability company
FSC DOM Odenton MD, DST	8271 Anderson Court, Odenton, MD 21113	DOMINO'S PIZZA MASTER ISSUER LLC, a Delaware limited liability company
FSC CON Jackson MI, DST	3519 Wayland Drive, Jackson, MI 49202	Continental Café, LLC, a Michigan, limited liability company
FSC CON Sterling Heights MI, DST	35710 Mound Road, Sterling Heights, MI 48310	Continental Café, LLC, a Michigan limited liability company
FSC CON Troy MI, DST	700 Stephenson Highway, Troy, MI 48083	Continental Café, LLC, a Michigan limited liability company

FSC CON Van Buren MI, DST	7850 Haggerty Road, Van Buren, MI 48111	Continental Café, LLC, a Michigan limited liability company
FSC MCO St. Louis MO, DST	810 N. Jefferson Ave., St. Louis, MO 63106	Liberty Bell Equipment Corporation, dba MEDCO, a Pennsylvania corporation
FSC IP Omaha NE, DST	4400 South 76th Circle, Omaha, NE 68127	International Paper Company, a New York corporation
FSC Plattsburg NY, DST	4125 State Route 22, Plattsburgh, NY 12901	New York State Electric & Gas Corporation, a New York corporation
FSC BGL Toledo OH, DST	1313 and 1422 Campbell Street, Toledo, OH 43607	Brenntag Great Lakes, LLC, an Illinois limited liability company
FSC CG Athens OH, DST	11686 Upper River Road, Athens, OH 45701	Columbia Gas of Ohio, Inc., an Ohio corporation
FSC STU North Canton OH, DST	3310 Greensburg Road, North Canton, OH 44720	A. Stucki Company, a Delaware corporation
FSC MDSA Jackson TN, DST	2495 Doctor F E Wright Drive, Jackson, TN 38305	MDSA, LLC, a Georgia limited liability company

You are invited to become a Selling Group Member and by your confirmation hereof you agree to act in such capacity and to use your best efforts, in accordance with the following terms and conditions, to find investors for the Interests.

1. You hereby confirm that you (i) are a member in good standing of the Financial Industry Regulatory Authority, Inc. (“FINRA”), (ii) are qualified and duly registered to act as a broker-dealer within all states in which you will sell the Interests, (iii) are a broker-dealer duly registered with the Securities and Exchange Commission (“SEC”) pursuant to the Securities Exchange Act of 1934, as amended (“Exchange Act”), and (iv) will maintain all such registrations and qualifications in good standing for the duration of your involvement in the offering.

(a) You hereby agree to solicit, as an independent contractor and not as Managing Broker-Dealer’s agent, or as an agent of the Trust or its affiliates, persons acceptable to the Trust to purchase the Interests pursuant to the Purchase Agreement in the form attached to the Memorandum and in accordance with the terms of the Memorandum and to diligently make inquiries as required by this Agreement, the Memorandum or law of all prospective investors in order to ascertain whether a purchase of the securities is suitable for the investor. You shall not solicit the purchase of Interests in a manner that such solicitation constitutes a public offering under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the

instructions set forth in the Purchase Agreement, all the Purchase Agreements and all funds received by you with respect to any Purchase Agreement shall be transmitted to the Managing Broker-Dealer by noon of the next business day following receipt thereof. The Trust and/or the Managing Broker-Dealer will be responsible for the prompt deposit of funds for the purchase of Interests with the escrow agent set forth in the Memorandum. The funds shall be maintained in accordance with SEC Rule 15c2-4. No Purchase Agreement shall be effective unless and until accepted by the Trust, it being understood that the Trust may accept or reject any investor in its sole and absolute discretion and that the Trust may terminate the offering of Interests at any time for any reason.

(b) You understand that the offering of Interests is made on a “best-efforts” basis, as described in the Memorandum.

(c) You agree that before participating in the offering of the Interests, you will have reasonable grounds to believe, based on information made available to you by Managing Broker-Dealer and/or the Trust through the Memorandum and, that all material facts are adequately and accurately disclosed in the Memorandum and provide a basis for evaluating the Trust.

(d) You agree not to rely upon the efforts of Managing Broker-Dealer in determining whether the Trust has adequately and accurately disclosed all material facts upon which to provide a basis for evaluating the Trust to the extent required by federal and/or state law, and/or FINRA. You further agree to conduct your own investigation to make that determination independent of the efforts of Managing Broker-Dealer.

(e) You agree not to rely upon the efforts of Managing Broker-Dealer in performing due diligence related to the Trust, the Manager (including its principals and employees), and the Interests or the suitability thereof for any investor. You further agree that you are solely responsible for performing adequate due diligence, and you agree to perform adequate due diligence as required by federal and/or state law, and/or FINRA.

(f) You agree not to execute any sale of the Interests into a discretionary account without prior written approval of the transaction by the investor and the Managing Broker-Dealer.

(g) You agree to retain in your records and make available to Managing Broker-Dealer and to the Trust, for a period of at least six (6) years following the termination of the Offering, information establishing that each person who purchases the Interests pursuant to a Purchase Agreement solicited by you is within the permitted class of investors under the requirements of the jurisdiction in which such investor is a resident and the suitability requirements set forth in the Memorandum and the Purchase Agreement.

(h) All subscriptions solicited by you will be strictly subject to confirmation by the Managing Broker-Dealer and acceptance thereof by the Trust. Managing Broker-Dealer and the Trust reserve the right in their absolute discretion to reject any such subscription and to accept or reject subscriptions in the order of their receipt by the Trust, as appropriate or otherwise. Neither you nor any other person is authorized to give any information or make any representation other than those contained in the Memorandum or in any supplemental sales literature furnished by Managing Broker-Dealer or the Trust for use in making solicitations in connection with the offer and sale of the Interests.

(i) Upon release by Managing Broker-Dealer, you may offer the Interests as set forth in the Memorandum, subject to the terms and conditions thereof.

(j) The Trust will provide you with such number of copies of the Memorandum and such number of copies of amendments and supplements thereto as you may reasonably request. The Managing

Broker-Dealer also understands that the Trust may provide you with certain supplemental sales material to be used by you in connection with the solicitation of purchases of the Interests. If you elect to use such supplemental sales material, you agree that such material shall not be used in connection with the solicitation or purchase of the Interests unless accompanied or preceded by the Memorandum, as then currently in effect, and as it may be amended or supplemented in the future.

(k) Managing Broker-Dealer shall have full authority to take such action as it may deem advisable with respect to all matters pertaining to the offering of the Interests. The Managing Broker-Dealer shall be under no liability to you except for lack of good faith and for obligations expressly assumed by it in this Agreement. Nothing contained in this section is intended to operate as, and the provisions of this section shall not constitute a waiver by you, of compliance with any provision of the Securities Act, the Exchange Act, other applicable federal law, applicable state law or of the rules and regulations thereunder.

(l) You agree that you will not offer the Interests for sale to any investor who has not confirmed to you, in writing before the offer, that such investor meets the investor suitability requirements and Who May Invest section set forth in the Memorandum.

(m) Subject to certain conditions, and in consideration of your services hereunder, the Managing Broker-Dealer will pay you sales commissions and marketing allowances as follows: 5.0% of the purchase price of the Interests sold by you; provided, however, that this amount shall be reduced in the event the Trust negotiates a lower commission rate with a Selling Group Member and the commission rate will be the lower agreed upon rate (the above being referred to as the "Commissions"). You will also receive a non-accountable marketing and due diligence allowance of 1% of the purchase price of the Interests sold by you to reimburse you for your expenses (the "Allowances"). Payment of the Commissions and the Allowances shall be subject to the following conditions:

(1) No Commissions or Allowances will be payable with respect to any subscriptions for Interests that are rejected by the Trust or the Managing Broker-Dealer, or in the event the Trust terminates the offering for any reason whatsoever.

(2) No Commissions or Allowances will be payable to you with respect to any sale of the Interests by you unless and until such time as the Trust has received the total proceeds of any such sale from the escrow account and the Managing Broker-Dealer has received from the Trust the aggregate amount of sales commission to which it is entitled.

All other expenses incurred by you in the performance of your obligations hereunder, including but not limited to expenses related to the offering of the Interests and any attorneys' fees, shall be at your sole cost and expense, and the foregoing shall apply notwithstanding the fact that the offering is not consummated for any reason.

Once Commissions or Allowances become payable, they will be paid on the first and fifteenth of each month. You agree that, in the event the Trust has paid any Commissions or Allowances to the Managing Broker-Dealer, you will look solely to the Managing Broker-Dealer for payment of any Commissions or Allowances.

(n) For the sale of Interests, you will instruct that all funds used to acquire Interests shall be transmitted via wire transfer as set forth in the Memorandum or as otherwise directed by the Trust.

(o) You agree that in recommending to an investor the purchase, sale or exchange of the Interests, you shall:

(1) Have reasonable grounds to believe, on the basis of information obtained from the investor concerning his/her investment objectives, other investments, financial situation and needs, and any other information known by you, that:

(A) The acquisition of Interests is a suitable investment for such investor, as may be required by the Memorandum and all applicable laws, rules, and regulations;

(B) The investor is or will be in a financial position appropriate to enable him/her to realize to a significant extent the benefits described in the Memorandum;

(C) The investor has a fair market net worth sufficient to sustain the risks inherent in the investment, including loss of investment and lack of liquidity; and

(D) The investment is otherwise suitable for the investor; and

(2) Maintain in your files for six (6) years following the termination of the Offering records and information disclosing the basis upon which the determination of suitability was reached as to each investor and, in the case of an exam, audit, or litigation involving the Trust or the Managing Broker-Dealer, provide your files to the Trust or Managing Broker-Dealer upon its request.

(p) You agree that before executing a purchase transaction in the Interests, you will inform the prospective investor of all pertinent facts relating to the liquidity and marketability of the Interests, as appropriate, during the term of the investment.

(q) You hereby undertake and agree to comply with all obligations applicable to you as set forth in FINRA rules.

(r) You represent that neither you, nor any of your directors, executive officers, other officers participating in the Offering, general partners or managing members, nor any of the directors, executive officers or other officers participating in the Offering of any such general partner or managing member, nor any of your other officers, employees or agents or any such general partner or managing member that have been or will be paid (directly or indirectly) remuneration for solicitation of prospective investors in connection with the sale of any Securities (each, a "Selling Group Member Covered Person"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event") except for a Disqualification Event (i) contemplated by Rule 506(d)(2) under the Securities Act and (ii) a description of which has been furnished in writing to the Trust as set forth on Schedule A attached hereto.

(s) You represent that you are not aware of any person (other than any Selling Group Member Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of prospective investors in connection with the sale of any Securities. You agree that you will notify the Trust, prior to a closing, of any agreement entered into between you and such person in connection with such sale; provided, however, that you shall cause such person to fully cooperate with the Trust to determine whether such person is subject to any Disqualification Events.

(t) You agree that you will notify the Trust in writing, prior to a closing of (i) any Disqualification Event relating to any Seller Group Member Covered Person not previously disclosed to the Trust in accordance with Section 9(l) hereof, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Seller Group Member Covered Person. In the event you provide notice in accordance with this Section 9(n), or the Trust otherwise learns of any such event, at the option of the Trust, (i) you shall ensure that such person shall no longer participate, directly or indirectly, in the Offering, including receiving any remuneration for the sale of Securities; or (ii) you shall obtain the appropriate waiver from the

SEC. Further, if a waiver is not promptly obtained from the SEC, you shall remove the Selling Group Member Covered Person from participating, directly or indirectly, in the Offering, including receiving any remuneration for the sale of the Securities.

(u) You agree that while the Offering is being conducted pursuant to Rule 506(c) which allows for general solicitation, to the extent that you utilize password protected portals in the marketing of the Offering and in making the Memorandum available, you agree only to utilize password protected portals that restrict viewing of the Memorandum to persons who are accredited investors.

(v) You will not generally solicit or do any marketing, that specifically mentions the Managing Broker-Dealer or the Trust without the written consent of the Managing Broker-Dealer and the Trust.

2. This Agreement may be terminated by the Managing Broker-Dealer at any time upon five (5) days written notice to you.

3. In soliciting persons to acquire the Interests, you agree to comply with any applicable requirements of the Securities Act, the Exchange Act, applicable state securities laws, the published rules and regulations thereunder and FINRA rules and, in particular, you agree that you will not give any information or make any representations other than those contained in the Memorandum and in any supplemental sales literature furnished to you by the Managing Broker-Dealer or the Trust for use in making such solicitations.

4. It is understood that under no circumstances will you engage in any activities hereunder in any state other than those for which permission has been granted by Managing Broker-Dealer to you, as evidenced by written acknowledgement by the Managing Broker-Dealer that such state has been cleared for offer and sale activity.

5. Nothing contained herein shall constitute the Selling Group, or any of them, as an association, partnership, unincorporated business, or other separate entity. Managing Broker-Dealer shall be under no liability to make any payment to you except out of the funds received by it from the Trust as hereinabove provided, and Managing Broker-Dealer shall not be under any liability for, or in respect of the value or validity of the Purchase Agreement, the Interests or the performance by any one of any agreement on its part, or for, or in respect of any matter connected with this Agreement, except for lack of good faith by Managing Broker-Dealer, and for obligations expressly assumed by Managing Broker-Dealer in this Agreement.

6. Indemnification by Trust.

(a) Under the Selling Agreement, the Trust has agreed to indemnify and hold harmless Managing Broker-Dealer, its managers, members, employees, directors, officers and agents including, but not limited to, its attorneys and accounts, and each person, if any, who controls Managing Broker-Dealer, and the Selling Group against any and all loss, liability, claim, damage and expense whatsoever (“SBD Loss”) arising out of or based upon:

(1) Any untrue statement or alleged untrue statement of a material fact contained in the Memorandum (as from time to time it is amended and supplemented), or in any application or other document filed in any jurisdiction in order to qualify the Interests under or exempt the offering of the Interests from the registration or qualification requirements of the securities laws thereof;

(2) The omission or alleged omission from the Memorandum (as from time to time it is amended and supplemented) of a material fact required to be stated therein or necessary to make the statements therein not misleading;

(3) The failure of the Trust to comply with any of the applicable provisions of the Securities Act, the Exchange Act, Regulation D or the regulations thereunder, or any applicable state laws or regulations;

(4) Any unauthorized verbal or written representations in connection with the offering made by the Trust or its agents (other than by Managing Broker-Dealer, the Selling Group, or each of their employees or affiliates), employees or affiliates in violation of the Securities Act, or any other applicable federal or state securities laws and regulations; or

(5) The breach by the Trust of any term, condition, representation, warranty or covenant of this Agreement.

(b) If any action is brought against a Selling Group Member in respect of which indemnity may be sought hereunder, the Selling Group Member shall promptly notify the party or parties against whom indemnification is to be sought in writing of the institution of such action, and the Trust shall assume the defense of such action.

(c) The Trust agrees to promptly notify Managing Broker-Dealer of the commencement of any litigation or proceedings against the Trust or any of its officers, directors, members, managers or agents in connection with the issuance and sale of the Interests or in connection with the Memorandum.

(d) The indemnity provided to you pursuant to this Section 6 shall not apply to the extent that any SBD Loss arises out of or is based upon any untrue statement or alleged untrue statement of material fact made by Managing Broker-Dealer, the Selling Group, or any other agents of Managing Broker-Dealer, or any omission or alleged omission of a material fact required to be made by Managing Broker-Dealer, the Selling Group, or any other agents of Managing Broker-Dealer.

7. Indemnification by Managing Broker-Dealer.

(a) The Managing Broker-Dealer agrees to indemnify and hold harmless you and your managers, members, officers, directors, employees and agents, including, but not limited to, your attorneys and accountants, ("SGM Parties"), against any and all Loss arising out of or based upon:

(1) Any unauthorized verbal or written representations in connection with the Offering made by the Managing Broker-Dealer or its agents, employees, or affiliates, other than a Selling Group Member, in violation of the Securities Act, or any other applicable federal or state securities laws and regulations;

(2) The Managing Broker-Dealer's failure to comply with any of the applicable provisions of the Securities Act, the Exchange Act, the applicable rules and requirements of FINRA, or any applicable state laws or regulations;

(3) The material breach by the Managing Broker-Dealer of any term, condition, representation, warranty, or covenant of this Agreement, which breach remains uncured for a period of more than sixty (60) days following written notice from you to the Managing Broker-Dealer describing the nature of the breach; or

(4) Any untrue statement or alleged untrue statement of material fact made by the Managing Broker-Dealer and set forth in the Memorandum.

(b) If any action is brought against the SGM Parties in respect of which indemnity may be sought hereunder, the SGM Parties shall promptly notify the Managing Broker-Dealer in writing of the institution of such action, and the Managing Broker-Dealer shall assume the defense of such action.

(c) The indemnity provided to the SGM Parties pursuant to this Section 7 shall not apply to the extent that any Loss results from the misconduct or negligence of such SGM Party.

8. Each Selling Group Member agrees to indemnify and hold harmless the Trust and its members, managers, and their partners, directors, officers, employees and agents, including, but not limited to, their attorneys and accountants, and (ii) the Managing Broker-Dealer, its managers, members, employees, directors, officers, and agents, including, but not limited to its attorneys and accountants and each person, if any, who controls the Managing Broker-Dealer (“Parties”), against any and all loss, liability, claim, damage and expense whatsoever (“loss”) arising out of or based upon:

(a) Any unauthorized verbal or written representations in connection with the offering made by you or your agents (other than by the Trust or its employees or affiliates), employees, Selling Group or affiliates in violation of the Securities Act, or any other applicable federal or state securities laws and regulations;

(b) The Selling Group Member’s failure to comply with any of the applicable provisions of the Securities Act, the Exchange Act, Regulation D (Rule 506(c)) or the regulations thereunder, the rules and requirements of FINRA, or any applicable state laws or regulations;

(c) The breach by the Selling Group Member of any term, condition, representation, warranty, or covenant of this Agreement; or

(d) The failure by any investor in Interests to comply with the investor suitability requirements set forth in the captions in the Memorandum.

If any action is brought against the Parties in respect of which indemnity may be sought hereunder, the Parties shall promptly notify the Selling Group Member in writing of the institution of such action, and the Selling Group Member shall assume the defense of such action. The Parties shall have the right to employ counsel in any such case. The fees and expenses of such counsel shall be at the Selling Group Member’s expense and authorized in writing by the Selling Group Member.

The Selling Group Member agrees to promptly notify the Trust of the commencement of any litigation or proceedings against the Selling Group Member or any of the Selling Group Member’s officers, directors, partners, affiliates, or agents in connection with the issuance and sale of the Interests or in connection with the Memorandum.

9. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided pursuant to Sections 6, 7 and 8 is for any reason held to be unavailable from the Trust, the Managing Broker-Dealer or the Selling Group, as the case may be, the Trust, on the one hand, and the Managing Broker-Dealer or the Selling Group Member, on the other, shall contribute to the aggregate losses, liabilities, claims, damages and expenses (including any amount paid in settlement of any action, suit, or proceeding or any claims asserted) in such amounts as a court of competent jurisdiction may determine (or in the case of settlement, in such amounts as may be agreed upon by the parties) in such proportion to reflect the relative fault of a person required to provide indemnification hereunder, on the one hand, and a person seeking indemnification hereunder, on the other hand, in connection with the events described in Sections 6, 7 and 8 as the case may be, which resulted in such losses, liabilities, claims, damages or expenses, as well as any other equitable considerations. The relative fault of the parties shall be determined by reference to, among other

things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by a person required to provide indemnification hereunder, on the one hand, or the person seeking indemnification hereunder, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such omission or statement. The Parties and any person who controls the Selling Group Member shall also have rights to contribution under this Section 9. In the execution of the Selling Agreement, the Managing Broker-Dealer shall be deemed to have acted as a representative to each of the Selling Group Members, and the Selling Group shall be deemed to be in privity of contract with the Trust for purposes of this Section 9.

10. All representations, warranties and agreements of the Managing Broker-Dealer and each Selling Group Member contained herein shall survive the delivery, execution and closing thereof.

11. This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. This Agreement constitutes the entire understanding between the parties hereto and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

12. Any notice from Managing Broker-Dealer to you as Selling Group Member shall be deemed to have been fully given if mailed or telegraphed to you at your address set forth below.

13. Privacy Act. To protect Customer Information (as defined below) and to comply as may be necessary with the requirements of the Gramm-Leach-Bliley Act, the relevant state and federal regulations pursuant thereto and state privacy laws, the parties wish to include the confidentiality and non-disclosure obligations set forth herein.

(a) Customer Information. "Customer Information" means any information contained on a customer's application or other form and all nonpublic personal information about a customer that a party receives from the other party, and shall include, but not be limited to, name, address, telephone number, social security number, health information and personal financial information (which may include consumer account number).

(b) Usage and Nondisclosure. The parties understand and acknowledge that they may be financial institutions subject to applicable federal and state customer and consumer privacy laws and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and regulations promulgated thereunder (collectively, the "Privacy Laws"), and any Customer Information that one party receives from the other party is received with limitations on its use and disclosure. The parties agree that they are prohibited from using the Customer Information received from the other party other than (i) as required by law, regulation or rule, or (ii) to carry out the purposes for which one party discloses Customer Information to the other party pursuant to the Agreement, as permitted under the use in the ordinary course of business exception to the Privacy Laws.

(c) Safeguarding Customer Information. The parties shall establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control which are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other party.

(d) Survivability. The provisions of this Section 13 shall survive the termination of the Agreement.

14. Anti-Money Laundering Compliance Programs. Selling Group Member's acceptance of this Agreement constitutes a representation to the Managing Broker-Dealer that Selling Group Member has established and implemented anti-money laundering compliance programs, in accordance with FINRA Rule 3310 and Section 352 of the Money Laundering Abatement Act and Section 326 of the Patriot Act of 2001, which are reasonably expected to detect and cause reporting of suspicious transactions in connection with the sale of Interests. Managing Broker-Dealer's acceptance of this Agreement constitutes a representation by the Managing Broker-Dealer that the Managing Broker-Dealer has established and implemented anti-money laundering compliance programs, in accordance with FINRA Rule 3310 and Section 352 of the Money Laundering Abatement Act and Section 326 of the Patriot Act of 2001, which are reasonably expected to detect and cause reporting of suspicious transactions in connection with the sale of Interests by the Selling Group Member.

15. No General Solicitation by Managing Broker-Dealer. The Managing Broker-Dealer will not engage in any general solicitation to the public with respect to the Offering.

Please confirm this Agreement to solicit persons to acquire the Interests on the foregoing terms and conditions by signing and returning the form enclosed herewith.

Very truly yours,

THIRD SEVEN CAPITAL LLC
a Delaware Limited Liability Company

Signature: _____

Name: _____

Title: _____

THIRD SEVEN CAPITAL LLC
1345 AVENUE OF THE AMERICAS
33RD FLOOR
NEW YORK, NY 10105

Re: Offering of Interests in FSC INDUSTRIAL PORTFOLIO 27, DST

Ladies and Gentlemen:

The undersigned confirms its agreement to act as a Selling Group Member as referred to in the foregoing Soliciting Dealer Agreement, subject to the terms and conditions of such Agreement. The undersigned confirms that it is a member in good standing of the Financial Industry Regulatory Authority, Inc., and is qualified under federal law and the laws of the states in which sales are to be made by the undersigned to act as a Selling Group Member.

Dated: _____

(Print Name of Firm)

Signature: _____

(Authorized Representative)

Address:

Taxpayer Identification Number: _____

Please specify the States in which you intend to solicit purchasers. (No solicitations are to be made in New York without first notifying the Dealer Manager.)

(Circle "All States" or individual States)..... All States

[AL]	[AK]	[AZ]	[AR]	[CA]	[CO]	[CT]	[DE]	[DC]	[FL]	[GA]	[HI]	[ID]
[IL]	[IN]	[IA]	[KS]	[KY]	[LA]	[ME]	[MD]	[MA]	[MI]	[MN]	[MS]	[MO]
[MT]	[NE]	[NV]	[NH]	[NJ]	[NM]	[NY]	[NC]	[ND]	[OH]	[OK]	[OR]	[PA]
[RI]	[SC]	[SD]	[TN]	[TX]	[UT]	[VT]	[VA]	[WA]	[WV]	[WI]	[WY]	[PR]

CONFIRMATION:

We confirm our acceptance of your invitation to become a Participating Dealer under all the terms and conditions stated in the above Agreement. We hereby acknowledge receipt of copies of the Memorandum referred to in the Agreement.

Dated: _____

Participating Dealer: _____
(Print Name of Firm)

Signature: _____

Name, Title: _____

Address: _____

Phone: _____

Email: _____

Tax Identification No.: _____

(Check one):

- We are a U.S. dealer and intend to participate in the distribution of the Offering in the United States. As such, we hereby represent and warrant to you that we are a broker-dealer duly registered with the SEC and a member of the Financial Industry Regulatory Authority.

- We are a non-U.S. dealer and intend to participate in the distribution of the Offering only outside the United States to non-U.S. persons. We are neither a broker-dealer registered with the SEC nor a member of the Financial Industry Regulatory Authority.

ACH instructions for commission payment:

Bank Name: _____

Bank Address: _____

ACH ABA#: _____

Account #: _____

Account Name: _____

Contact for confirming sales (if different from above):

Name: _____ Email: _____