

RASTEGAR OPPORTUNITY REIT, INC.

INSTRUCTIONS TO INVESTORS AND SUBSCRIPTION AGREEMENT

Please read carefully the Confidential Private Placement Memorandum of Shares of Common Stock in Rastegar Opportunity REIT, Inc. dated March 1, 2021, and all Exhibits, supplements and amendments thereto (the “Memorandum”), before deciding to subscribe. Unless otherwise noted, all capitalized terms utilized in this Instructions to Investors and Subscription Agreement (this “Agreement”) but not defined herein shall have the meanings set forth in the Memorandum.

You should examine the suitability of this type of investment in the context of your own needs, investment objectives and financial capabilities, and make your own independent investigation and decision as to the suitability and as to the risk and potential gain involved. Also, you are encouraged to consult with your own attorney, accountant, financial consultant or other business or tax advisor regarding the risks and merits of the proposed investment.

The offering and sale of the shares of common stock (the “Shares”) in Rastegar Opportunity REIT, Inc. (the “Company”) pursuant to the Memorandum (the “Offering”) is limited to investors who certify that they meet all of the qualifications set forth in the Memorandum (see “Who May Invest” in the Memorandum). The Offering is being conducted in reliance on Rule 506(c) of Regulation D which permits certain general solicitation and requires that each investor provide information verifying their Accredited Investor status. You acknowledge that the Company may verify your Accredited Investor status by obtaining written confirmation from certain third parties such as registered broker-dealers, investment advisors, licensed attorneys and certified public accountants that confirm they have taken reasonable steps to verify your Accredited Investor status within the past 3 months and have determined that you qualify as an Accredited Investor.

If you meet these qualifications and desire to purchase Shares, please complete, execute and deliver this Agreement to the Managing Broker-Dealer at the following:

Boustead Securities, LLC
6 Venture, Suite 395
Irvine, California 92618
Attn: Keith Moore

In addition, please pay the full amount of the purchase price for the Shares to be purchased (the “Subscription Price”) by either (i) wire transfer in immediately available funds to the Escrow Agent as set forth below or (ii) delivering a check made payable to “Sutter Securities Clearing, LLC as Escrow Agent for Rastegar Opportunity REIT, Inc.” to the Escrow Agent at the following:

Address for Delivery of Checks:

Sutter Securities Clearing, LLC
Attention: Robert A. Maley
6 Venture, Suite 395
Irvine, California 92618

Wire Instructions for Escrow Agent:

Sutter Securities Clearing, LLC
ABA Routing No.: 122242869
Account No.: 45528804
Account Name: Sutter Securities Clearing as Agent for the
Investors in Rastegar Opportunity REIT, Inc.

Important Note: In all cases, the person or entity actually making the investment decision to purchase Shares should complete and sign this Agreement. For example, if the investor purchasing Shares is a retirement plan for which investments are directed or made by a third party trustee, then that third party trustee must complete this Agreement rather than the beneficiaries under the retirement plan. This also applies to trusts, custodial accounts and similar arrangements.

SUBSCRIPTION AGREEMENT

This Agreement is for the undersigned to purchase Shares subject to the terms, conditions, acknowledgments, covenants, representations and warranties stated in this Agreement and in the Memorandum. Simultaneously with the execution and delivery hereof, I/we am/are transmitting payment in the full amount of the Subscription Price as set forth in (1) below.

In order to induce the Company to accept this Agreement and as further consideration for such acceptance, I/we hereby make the following acknowledgments, representations and warranties with the full knowledge that the Company will expressly rely on the following acknowledgments, representations and warranties in making a decision to accept or reject this Agreement:

(1) SALE OF SHARES

No. of Shares to be Purchased			
Share Price	\$100.00	Net Purchase Price*	\$
Total Subscription Price	\$		
State of Sale		Memorandum No.	

* If applicable

(2) FORM OF OWNERSHIP (Check only 1 box)

Non-Qualified	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Tenants <input type="checkbox"/> Joint Tenants with Right of Survivorship <input type="checkbox"/> Tenants in Common <input type="checkbox"/> Community Property <input type="checkbox"/> Revocable Trust ^(a)	<input type="checkbox"/> Partnership ^(b) <input type="checkbox"/> Limited Liability Company ^(b) <input type="checkbox"/> Corporation ^(b) <input type="checkbox"/> Irrevocable Trust ^(a) <input type="checkbox"/> Other: _____
Qualified	<input type="checkbox"/> Traditional (Individual) IRA ^(c) <input type="checkbox"/> Simple IRA ^(c) <input type="checkbox"/> SEP IRA ^(c) <input type="checkbox"/> ROTH IRA ^(c)	<input type="checkbox"/> Pension or Profit Sharing Plan ^(a) <input type="checkbox"/> KEOGH Plan ^(a) <input type="checkbox"/> Other: _____

- (a) Please attach a trustee certification or pages from the trust agreement/plan which provides the name of the trust and the trustees authorized to sign on behalf of the trust/plan.
- (b) Please attach entity documents and evidence of authority for person who executes this Agreement.
- (c) Please submit this Agreement to the custodian of record prior to submitting as set forth on the cover page.

(3) **INVESTOR INFORMATION**

Natural Persons (Individuals, Community Property, Joint Tenants, Tenants in Common and IRAs)

Investor Name	<input type="text"/>		
Co-Investor Name	<input type="text"/>		
Investor SSN	<input type="text"/>	Co-Investor SSN	<input type="text"/>
Investor Birth Date	<input type="text"/>	Co-Investor Birth Date	<input type="text"/>
Home Address	<input type="text"/>		
City/State	<input type="text"/>	Zip Code	<input type="text"/>
Home Telephone No.	<input type="text"/>	Mobile Telephone No.	<input type="text"/>
E-Mail Address	<input type="text"/>		

Entities (Partnerships, LLCs, Corporations and Trusts)

Entity Name	<input type="text"/>		
State of Formation	<input type="text"/>	Date of Formation	<input type="text"/>
EIN	<input type="text"/>		
Authorized Signatory	<input type="text"/>	Title	<input type="text"/>
Address	<input type="text"/>		
City/State	<input type="text"/>	Zip Code	<input type="text"/>
Telephone No.	<input type="text"/>	Mobile Telephone No.	<input type="text"/>
E-Mail Address	<input type="text"/>		

(4) **CITIZENSHIP**

United States.

All investors that are United States citizens must complete an IRS Form W-9 in order to make an investment. The Form W-9 is attached to this Agreement.

Foreign Person

Country

An investor that is a foreign disregarded entity with a U.S. owner generally will be treated as a U.S. investor and should complete and submit a Form W-9.

All investors that are foreign persons must submit the appropriate IRS Form W-8 (e.g., Form W-8BEN, W-8ECI, W-8EXP or W-8IMY) in order to make an investment. The applicable IRS Form can be obtained from the IRS by visiting www.irs.gov.

(5) **RETIREMENT PLANS**

If investing through an IRA, Keogh or other retirement or profit sharing plan, please complete the following (in addition to the information set forth in (1) through (4) above):

Account Name

Custodian's EIN

Custodian's Address

City/State

Zip Code

Telephone No.

E-Mail Address

(6) **ACCREDITED INVESTOR CERTIFICATION**

If a natural person (check as appropriate):

- I have an individual net worth, or joint net worth with my spouse or spousal equivalent, of more than \$1,000,000 exclusive of the value of my primary residence.

(For purposes of determining net worth, exclude the value of your primary residence as well as the amount of indebtedness secured by your primary residence, up to the fair market value. Any amount in excess of the fair market value of your primary residence must be included as a liability. In the event the indebtedness on your primary residence was increased in the 60 days preceding the completion of this Agreement, the amount of the increase must be included as a liability in the net worth calculation.)
- I have an individual income in excess of \$200,000, or joint income with my spouse or spousal equivalent in excess of \$300,000, in each of the 2 most recent years and I have a reasonable expectation of reaching the same income level in the current year.
- I hold, in good standing, 1 or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status and which the SEC has posted as qualifying.
- I am a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended (the “Investment Company Act”), of the Company where the Company would be an investment company, as defined in section 3 of the Investment Company Act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7).
- I am a director, executive officer or general partner of the Company or the General Partner.

If other than a natural person (check as appropriate):

- A corporation, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), a Massachusetts or similar business trust, a state employee benefit plan, a partnership or a limited liability company, not formed for the specific purpose of acquiring Shares, with total assets in excess of \$5,000,000.
- A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring Shares and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in a Share.
- A broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended.
- An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”) or registered pursuant to the laws of a state.
- An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.
- An insurance company as defined in section 2(a)(13) of the Securities Act of 1933, as amended (the “Securities Act”).
- An investment company registered under the Investment Company Act.
- A business development company (as defined in section 2(a)(48) of the Investment Company Act).
- A Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958.
- A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”) if the investment decision is made by a plan fiduciary (as defined in section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment advisor, or if the

employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors.

- A private business development company (as defined in section 202(a)(22) of the Investment Advisers Act).
- A bank as defined in section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.
- An entity in which all of the equity owners are Accredited Investors.
- An entity, of a type not listed above, not formed for the specific purpose of acquiring the Shares, owning investments in excess of \$5,000,000.
- A “family office” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act (a) with assets under management in excess of \$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered and (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
- A “family client” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in the sentence above and whose prospective investment in the issuer is directed by such family office pursuant to clause (c) in the sentence above.
- A grantor revocable trust where the grantors meet the qualifications under “If a natural person” above.

(7) **DISTRIBUTIONS**

- Direct Deposit.** My distributions should be directly deposited into my bank account (attach voided check and complete financial institution information below).
- Check Mailed to Financial Institution.** My distributions should be sent to my financial institution listed below (complete financial institution information below).
- Check Mailed to Investor.** My distributions should be sent to the person or entity/address set forth in paragraph (3) above.

Financial Institution Information

Name of Financial Institution

Mailing Address

Account Type

Account No.

ABA Routing No.

(8) **INVESTOR REPRESENTATIONS**

- (a) I/We acknowledge that I/we have received, read and fully understand the Memorandum. I/We acknowledge that I/we am/are basing my/our decision to invest in the Shares on the Memorandum and I/we have relied only on the information contained in said materials and have not relied upon any representations made by any other person. I/We understand that an investment in the Shares is speculative and involves substantial risks and I/we am/are fully cognizant of and understand all of the risks relating to a purchase of the Shares, including, but not limited to, those risks set forth under “Risk Factors” in the Memorandum.
- (b) My/Our overall commitment to investments that are not readily marketable is not disproportionate to my/our individual net worth, and my/our investment in the Shares will not cause such overall commitment to become excessive. I/We have adequate means of providing for my/our financial requirements, both current and anticipated, and have no need for liquidity in this investment. I/We can bear and accept the economic risk of losing my entire investment in the Shares.
- (c) All information that I/we have provided to the Company concerning my/our suitability to invest in the Shares is complete, accurate and correct as of the date of my/our signature on this Agreement. I/We agree to notify the Company immediately of any material change in any such information occurring prior to the acceptance of this Agreement, including changes concerning my/our net worth and financial position.
- (d) I/We have had the opportunity to ask questions of, and receive answers from, the Company and the Advisor concerning the Company, the operation of the Company, and the terms and conditions of the Offering, and to obtain any additional information deemed necessary. I/We have been provided with all materials and information requested by me/us or others representing me/us, including any information requested to verify any information furnished to me/us.
- (e) I/We am/are purchasing the Shares for my/our own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Shares. I/We understand that, due to the restrictions described in this Agreement, no market exists or is anticipated to be created for the Shares, and my/our investment in the Company will be highly illiquid and may have to be held indefinitely.

- (f) I/We understand that (i) legends will be placed on any certificates evidencing the Shares with respect to restrictions on distribution, transfer, resale, assignment or subdivision of the Shares imposed by federal and state securities laws, (ii) the Shares have not been registered with the Securities and Exchange Commission and are being offered and sold in reliance on an exemption from registration, which reliance is based in part upon my/our representations set forth in this Agreement and (iii) the Shares have not been registered under state securities laws and are being offered and sold pursuant to exemptions specified in said laws, and unless registered, the Shares may not be re-offered for sale or resold except in a transaction or as a security exempt under those laws.
- (g) I/We understand that no state or federal governmental authority has approved or disapproved of the Shares, reviewed or passed on the accuracy or adequacy of the Memorandum or made any finding or determination relating to the fairness of an investment in the Company and that no state or federal governmental authority has recommended or endorsed or will recommend or endorse the Shares.
- (h) If an individual, I/we am/are at least twenty-one years of age.
- (i) This Agreement shall be construed in accordance with and governed by the laws of the state of Texas, except as to the type of registration of ownership of Shares, which shall be construed in accordance with the state of principal residence of the subscribing investor.
- (j) **Notice to Residents of All States:** The Shares offered hereby have not been registered under the Securities Act, or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under said act and such laws pursuant to registration or exemption therefrom. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Shares or passed upon the accuracy or adequacy of the Memorandum. Any representation to the contrary is a criminal offense.
- (k) **Pennsylvania Residents:** By signing this Agreement, I/we acknowledge and understand (i) that I/we am/are prohibited from selling the Shares for a period of 12 months after the date of purchase, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, (ii) that the Shares have not been registered under the Pennsylvania Securities Act of 1972 in reliance upon an exemption therefrom, and (iii) that no subsequent resale or other disposition of the Shares may be made within 12 months following their initial sale in the absence of an effective registration, except in accordance with waivers established by rule or order of the Pennsylvania Securities Commission, and thereafter only pursuant to an effective registration or exemption.
- (l) I/We hereby covenant and agree that any dispute, controversy or other claim arising under, out of or relating to this Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in binding arbitration in the County of Travis, State of Texas, in accordance with the rules and procedures of the American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses including, but not limited to, attorneys' fees, in addition to any other available remedies. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction.
- (m) I/We am/are not a "bad actor" as defined in Rule 506(d) of Regulation D of the Securities Act.
- (n) I/We am/are executing this Agreement (i) on my/our own behalf, as a natural person, and I/we have the legal capacity to execute, deliver and perform my obligations under this Agreement or (ii) on behalf of a corporation, partnership, limited liability company, trust or other entity, and (A) such entity is duly organized, validly existing and in good standing under the laws of the jurisdiction where it was formed and is authorized by its governing documents to execute, deliver and perform its obligations under this Agreement and to become a shareholder of the Company, (B) I/we have the full power and authority to execute and deliver this Agreement on behalf of such entity and (C) this Agreement, and the execution hereof and performance of its obligations hereunder, has been duly authorized by all requisite corporate or other action by the entity.
- (o) I/We am/are not, and, in the case of a corporation, partnership, limited liability company, trust or other entity, none of its principal owners, partners, members, directors or officers are, included on the Office of Foreign Assets Control list of foreign nations, organizations and individuals subject to economic and trade sanctions based on U.S. foreign policy and national security goals, Executive Order 13224, which sets forth a list of individuals and groups with whom U.S. persons are prohibited from doing business because such persons have been identified as terrorists or persons who support terrorism, or any other watch list issued by any governmental authority, including the Securities and Exchange Commission.

- (p) If subject to ERISA, I/we am/are aware of, and have taken into consideration, the diversification requirements of Section 404(a)(3) of ERISA in determining to invest in the Company and have concluded that such investment is prudent and not a non-exempt “prohibited transaction” within the meaning of Section 406 of ERISA and Section 4975(c) of the Code.
- (q) I/We understand that, if I/we am/are acquiring the Shares in a fiduciary capacity, the representations, warranties, statements, covenants and agreements set forth in this Agreement shall be deemed to have been made on behalf of the person or persons for whose benefit I/we am/are acquiring such Shares. I/we have properly identified such person or persons in these subscription documents.
- (r) I/We hereby acknowledge and agree that: (i) I/we may not transfer or assign this Agreement, or any interest herein, and any purported transfer shall be void; (ii) I/we am/are not entitled to cancel, terminate or revoke this Agreement and that this Agreement will be binding on my/our heirs, successors and personal representatives; provided, however, that if the Company rejects this Agreement, this Agreement shall be automatically canceled, terminated and revoked; (iii) this Agreement together with all attachments and exhibits, constitute the entire agreement among the parties hereto with respect to the sale of the Shares and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Agreement by the Company); (iv) within 5 days after receipt of a written request from the Company, I/we shall provide such information and execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which the Company is subject; and (v) the representations and warranties I/we made in this Agreement shall survive the sale of the Shares pursuant to this Agreement.
- (s) I/We hereby agree to indemnify, defend and hold harmless the Company, the Advisor and their respective owners, partners, managers, officers, directors, affiliates and advisors from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) that they may incur by reason of my/our failure to fulfill all of the terms and conditions of this Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained in this Agreement or in any other documents I/we have furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) incurred by the Company, the Advisor or any of their respective owners, partners, managers, officers, directors, affiliates or advisors defending against any alleged violation of federal or state securities laws that is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained in this Agreement or in any other documents I/we have furnished to any of the foregoing in connection with this transaction.
- (t) I/We understand that in the event this Agreement is not accepted or, if accepted, the Company does not receive and accept Subscriptions for at least 25,000 Shares (\$2,500,000) on or before the Minimum Offering Termination Date, then the funds transmitted herewith shall be returned to the undersigned and this Agreement shall be terminated and of no further effect.
- (u) I/We acknowledge that Escrow Agent is acting solely as Escrow Agent in connection with the Offering, and makes no recommendations with respect thereto. I/We understand that the Escrow Agent has made no investigation regarding the Offering, the Company, the Advisor and the officers of the Company, or any other person or entity involved in the Offering.

Your execution of this Agreement constitutes your binding offer to purchase the Shares subscribed for in this Agreement. Once you subscribe to purchase the Shares, you may not withdraw your subscription, except as specifically permitted by applicable law. The Company, in its sole and absolute discretion, may reject or accept your subscription, in whole or in part, and in each case without liability to you. If your subscription is rejected, then all of your funds will promptly be returned to you, without any interest thereon.

(9) SIGNATURES

By signing below, the undersigned agrees to be bound by the terms of this Agreement, including all representations and warranties made in this Agreement.

Natural Persons

SIGNATURE: _____

Name (Print): _____

SIGNATURE (spouse or co-investor): _____

Name (Print): _____

Entities

Name of Entity: _____

SIGNATURE: _____

Name, Title (Print): _____

SIGNATURE: _____

Name, Title (Print): _____

Custodial Approval

By executing this Agreement, the custodian certifies to the Company that the Shares purchased pursuant to this Agreement are held for the benefit of the investor named in paragraph (3) of this Agreement (the "Beneficial Owner"). The custodian agrees to notify the Company promptly, but in any event within 30 days, of any changes in the name of the Beneficial Owner or the number of Shares held by the custodian for the benefit of the Beneficial Owner. The custodian confirms that the Company is entitled to rely on these representations for the purposes of determining the shareholders entitled to notice of or to vote at each meeting (whether annual or special) of shareholders of the Company until delivery by the custodian to the Company of a written statement revoking such representations (provided, however, that any revocation delivered after the record date or the closing of the stock transfer books of the Company for any meeting of the shareholders, but on or prior to the date of such meeting of the shareholders, shall not be effective until after the holding of such meeting of the shareholders of the Company), then each Beneficial Owner (and not the custodian) will be deemed the holder of record for the Shares entitled to notice or to vote at each meeting of shareholders.

AUTHORIZED SIGNATORY: _____

Name (Print): _____

ACCEPTANCE BY COMPANY

The Company hereby accepts this Agreement.

Rastegar Opportunity REIT, Inc., a Maryland corporation

Dated: _____

By: _____

Name: _____

Title: _____

BROKER/DEALER REPRESENTATIONS AND WARRANTIES

Investor suitability requirements have been established by the Company and are in the Memorandum under “Who May Invest.” Before recommending the purchase of Shares, we have reasonable grounds to believe, on the basis of information supplied by the subscriber concerning its investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the subscriber is an Accredited Investor as defined in Section 501(a) of Regulation D of the Securities Act and the undersigned has taken all steps necessary to confirm such Accredited Investor status as required pursuant to Rule 506(c) of Regulation D; (ii) the subscriber meets the investor suitability requirements established by the Company; (iii) the subscriber has a net worth and income sufficient to sustain the risks inherent in the Shares, including loss of investment and lack of liquidity; and (iv) the Shares are otherwise a suitable investment for the subscriber. We will maintain in our files documents disclosing the basis upon which the investor’s suitability was determined. We verify that the investment does not involve a discretionary account or, if so, that the subscriber’s prior written approval was obtained relating to the limited liquidity and marketability of the Shares.

The Offering is being made in reliance on Rule 506(c) of Regulation D. The undersigned certifies that it has complied with all of the requirements of Rule 506(c) of Regulation D including with respect to the determination of the Accredited Investor status of any investor recommended by the broker-dealer for the purchase of Shares. The undersigned hereby certifies that the investor is an Accredited Investor and that the undersigned has made the determination of Accredited Investor status within the past 3 months.

Name of Investor	<input type="text"/>		
Broker/Dealer Firm Name	<input type="text"/>		
Registered Representative	<input type="text"/>		
Branch Office Address	<input type="text"/>		
City/State	<input type="text"/>	Zip Code	<input type="text"/>
Branch Telephone No.	<input type="text"/>		
E-Mail Address	<input type="text"/>		

I hereby certify that the Broker-Dealer is registered in the state in which the sale of the Shares occurred and that the Registered Representative is not or has not been subject to any disqualified or disclosure events as set forth in Rule 506(d) and Rule 506(e) of Regulation D.

Except as otherwise stated, the representations and warranties made herein are made as of the date hereof and shall be continuing representations and warranties. In the event that any of these representations or warranties becomes untrue or incorrect, the Registered Representative and Broker-Dealer will immediately notify the Company in writing of the fact which makes the representation or warranty untrue or incorrect.

_____ Signature of Registered Representative	_____ Date
_____ Printed Name Registered Representative	
_____ Signature of Registered Supervisory Principal	_____ Date
_____ Printed Name of Registered Supervisory Principal	

REGISTERED INVESTMENT ADVISOR

Investor suitability requirements have been established by the Company and are in the Memorandum under “Who May Invest.” Before recommending the purchase of Shares, we have reasonable grounds to believe, on the basis of information supplied by the subscriber concerning its investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the subscriber is an Accredited Investor as defined in Section 501(a) of Regulation D of the Securities Act and the undersigned has taken all steps necessary to confirm such Accredited Investor status as required pursuant to Rule 506(c) of Regulation D; (ii) the subscriber meets the investor suitability requirements established by the Company; (iii) the subscriber has a net worth and income sufficient to sustain the risks inherent in the Shares, including loss of investment and lack of liquidity; and (iv) the Shares are otherwise a suitable investment for the subscriber. We will maintain in our files documents disclosing the basis upon which the suitability of this subscriber was determined as well as documents establishing a pre-existing relationship with the subscriber.

The Offering is being made in reliance on Rule 506(c) of Regulation D. The undersigned certifies that it has complied with all of the requirements of Rule 506(c) of Regulation D including with respect to the determination of the Accredited Investor status of any investor recommended by the broker-dealer for the purchase of Shares. The undersigned hereby certifies that the investor is an Accredited Investor and that the undersigned has made the determination of Accredited Investor status within the past 3 months.

Name of Investor	<input type="text"/>		
Investment Advisor	<input type="text"/>		
Firm Name	<input type="text"/>		
Office Address	<input type="text"/>		
City/State	<input type="text"/>	Zip Code	<input type="text"/>
Telephone No.	<input type="text"/>		
E-Mail Address	<input type="text"/>		

I acknowledge and agree that no compensation will be paid in respect of the subscription of Shares by the Company or any person acting on its behalf.

Discretionary Account Authority. If this Agreement is being executed by a Registered Investment Advisor, please check box and such Registered Investment must provide documentation evidencing the discretionary authority to execute this Agreement.

Signature of Investment Advisor

Date

Printed Name of Investment Advisor

CONSENT TO ELECTRONIC SIGNATURES AND/OR DELIVERY

Instead of (i) receiving paper copies of the Memorandum, this Agreement and any other exhibits, amendments and supplements thereto (collectively, the "Offering Documents"), as well as any annual reports and other investor communications and reports (collectively, "Investor Communications"), and (ii) providing wet signatures to the documents required for you to acquire Shares in the Company as set forth in the Offering Documents, you may elect to receive electronic delivery of such materials and to provide your signatures electronically. If you would like to consent to electronic delivery of the Offering Documents and Investor Communications and/or the use of electronic signatures for the Offering Documents, please check the applicable box(es) below and sign where indicated.

By consenting to electronic delivery and/or electronic signatures, you will be responsible for your customary internet service provider charges and may be required to download software in connection with access to Offering Documents and Investor Communications and providing electronic signatures.

By consenting below to electronic delivery you (i) authorize the Company and/or its agent to deliver the Offering Documents and Investor Communications directly to you electronically, including via email or the Company's website and (ii) understand and agree that the Offering Documents and Investor Communications are confidential and you cannot send or discuss their contents with any other persons (other than your legal, tax or financial advisors in seeking advice on whether to make the investment). Your consent to electronic delivery will be of an unlimited duration and you will not receive paper copies of these electronic materials unless (a) specifically requested by you, (b) you inform the Company that you revoke your consent to electronic delivery, (c) the delivery of electronic materials is prohibited or (d) the Company, in its sole discretion, elects to send paper copies of materials.

By consenting to use of electronic signatures, you understand and agree that (i) your electronic signature will constitute an "electronic signature" as defined in the Electronic Signatures in Global and National Commerce Act of 2000 and is the electronic representation of your signature for all purposes when executing documents, including legally binding contracts, just the same as a pen and paper signature or initial, (ii) no certification or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature and (iii) your electronic signature executed in conjunction with the electronic submission of this Agreement and any other Offering Documents shall be legally binding and such transaction shall be considered authorized by you and you consent to be legally bound by their terms and conditions.

You understand that you are not required to consent to electronic delivery and/or electronic signatures, and you may withdraw your consent at any time. You may request a paper copy of these electronic materials, update your email address and/or withdraw your consent to electronic delivery and/or signatures (i) by written notice to the Company at Rastegar Opportunity REIT, Inc., c/o Tribexa Transfer LLC, 20900 NE 30th Ave, Suite 510, Miami, Florida 33180, (ii) via email at transfers@industryta.com or (iii) via fax at (484) 762-6161.

I consent to electronic delivery

I consent to use of electronic signatures

Email Address: _____
(If blank, the email provided in Investor Information will be used)

Date: _____

Signature

Print Name

SPOUSAL CONSENT

**For purchasers in community property states, which are currently
Alaska, Arizona, California, Idaho, Louisiana, Nevada,
New Mexico, Texas, Washington and Wisconsin)**

I, _____, spouse of _____
[print name] [print name]

have read and hereby approve of this Agreement, which my spouse has signed. I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights related to a purchase of any such Shares and agree to be bound by the provisions of this Agreement, the Memorandum, and any other documents related to the purchase of any such Shares (collectively, the "Purchase Documents") insofar as I may have any rights in said Purchase Documents or any property or interest subject thereto under the community property laws of the state of _____ or similar laws relating to marital property in effect in the state of our residence as of the date of signing of this Agreement and/or the Purchase Documents.

Date: _____

Signature

Print Name

