ADVISORY AGREEMENT

This Advisory Agreement (this "Agreement") dated as of March 1, 2021 (the "Effective Date") is entered into by and among Rastegar Opportunity REIT OP, LP, a Delaware limited partnership (the "Partnership"), Rastegar Opportunity REIT, Inc., a Maryland corporation (the "General Partner"), Rastegar Opportunity REIT Advisor, LLC, a Delaware limited liability company (the "Advisor"), and any entity formed by the Partnership for the purpose of acquiring the Investments. The Partnership, the General Partner and their subsidiaries are collectively referred to herein as the "Company."

W I T N E S S E T H

WHEREAS, the Company intends to acquire or make the Investments through the Partnership and its subsidiaries.

WHEREAS, the Company desires to avail itself of the experience, sources of information, advice, assistance and certain facilities available to the Advisor and to have the Advisor undertake the duties and responsibilities hereinafter set forth on behalf of, and subject to the supervision of the Board.

WHEREAS, the Advisor is willing to provide such services, subject to the supervision of the Board, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. Defined terms shall have the meanings set forth below.

"Acquisition Expenses" shall mean any and all expenses incurred by the Company, the Advisor or their Affiliates in connection with the selection, evaluation, acquisition, development and rehabilitation of any Investment, whether or not acquired, including, but not limited to, due diligence expenses, legal fees and expenses, travel and communications expenses, costs of appraisals, surveys, environmental reports and other third party reports, nonrefundable earnest money deposits and option payments on property not acquired, accounting fees and expenses, title insurance, transfer taxes, transfer fees, recording fees and other customary acquisition closing costs.

"Acquisition Fee" shall have the meaning set forth in Section 7.1.

"Advisor" shall mean Rastegar Opportunity REIT Advisor, LLC, a Delaware limited liability company, or any successor advisor to the Company.

"Advisor Parties" shall have the meaning set forth in Section 16.

"Affiliate" or "Affiliated" shall mean with respect to any Person, (i) any Person directly or indirectly, owning, controlling or holding with the power to vote 10% or more of the outstanding voting securities of such other Person, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held, with the power to vote, by such other Person, (iii) any Person directly or indirectly controlling, controlled by or under common control with such other Person, (iv) any officer, director, partner, member or trustee of such Person, and (v) any legal entity for which such Person acts as an executive officer, director, manager, trustee or general partner.

"Agreement" shall mean this Advisory Agreement between the Company and the Advisor, as amended from time to time.

"Articles" shall mean the articles of incorporation of the General Partner, as amended or restated from time to time.

"Asset Management Fee" shall have the meaning set forth in Section 6.

"Board" shall mean the Board of Directors of the General Partner.

"Bylaws" shall mean the bylaws of the General Partner, as amended or restated from time to time.

"Company" shall mean, collectively, the Partnership, the General Partner and their respective subsidiaries.

"Construction Management Fee" shall have the meaning set forth in Section 7.3.

"Disposition Expenses" shall mean any and all expenses incurred by the Company, the Advisor or their Affiliates in connection with the sale, exchange or other disposition of the Investments, whether or not sold or disposed of, including, but not limited to, legal fees and expenses, travel and communications expenses, costs of appraisals and other third party reports, accounting fees and expenses, title insurance, transfer taxes, transfer fees, recording fees and other customary closing costs.

"Effective Date" shall have the meaning in the introductory paragraph.

"Election Date" shall mean the beginning of the General Partner's tax year in which the General Partner has elected REIT status.

"Financing Expenses" shall mean any and all expenses incurred by the Company, the Advisor or their Affiliates in connection with any loan, financing or other debt secured by the Investments or otherwise obtained in connection with the Investments, whether or not actually obtained, including but not limited to, loan origination fees, assumption fees, lender expenses, legal fees and expenses, costs of appraisals and other third party reports, accounting fees and expenses, title insurance, recording fees, travel and communications expenses, and other customary financing closing costs.

"General Partner" shall mean Rastegar Opportunity REIT, Inc., a Maryland corporation.

"Investments" shall mean the Projects and the Preferred Equity Investments; provided, however, that the Advisor and the Company shall target using at least 85% of the net Offering proceeds to acquire and rehabilitate existing multifamily Projects and the remaining 15% to acquire and develop commercial, office, industrial and other properties (other than hospitality or retail properties unless the retail properties are part of a mixed-use multifamily project), which may include Preferred Equity Investments, other than during the early acquisition stage of the Company.

"Limited Partner Interests" shall mean the limited partner interests in the Partnership.

"Offering" shall mean the offering of REIT Shares in the General Partner pursuant to the Confidential Private Placement Memorandum for Common Stock in Rastegar Opportunity REIT, Inc., dated March 1, 2021, as may be supplemented and amended.

"Organization and Offering Expenses" shall mean any and all costs and expenses incurred by the Company, the Advisor or their Affiliates in connection with the formation, qualification and registration of the Company, the preparation of the Offering materials, and the marketing and distribution of the REIT Shares or any other securities of the Company, including, but not limited to, legal, accounting, tax planning,

escrow and promotional fees and expenses, printing costs, mailing and distribution costs, filing, registration and qualification fees and expenses, wages, salaries and benefit expenses of employees directly involved in the organization of the Company and the Offering, transfer agent fees and expenses, travel and communication expenses, and advertising and marketing expenses.

"Partnership" shall mean Rastegar Opportunity REIT OP, LP, a Delaware limited partnership.

"Partnership Agreement" shall mean the Limited Partnership Agreement of the Partnership, as amended or restated from time to time.

"Person" means any individual, partnership, limited liability company, corporation, joint venture, trust or other entity.

"Preferred Equity Investments" shall mean the preferred equity investments made in real estate companies (which may include Affiliates or Affiliated joint ventures).

"Projects" shall mean the multifamily, commercial, office, industrial and other properties (other than hospitality or retail properties unless the retail properties are part of a mixed-use multifamily project) located primarily in the Texas metropolitan areas of Austin, Dallas-Fort Worth and San Antonio and other cities in the region, and the Sunbelt region of the United States, which are acquired by the Company either directly or through special purposes entities, subsidiaries or joint ventures.

"Property Management Fee" shall have the meaning set forth in Section 7.2.

"Property Manager" shall mean Light Tower, LLC, an Affiliate of the Advisor, or any other Affiliate of the Advisor engaged to manage one or more Projects.

"REIT" shall mean a "real estate investment trust" under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequently enacted Federal revenue laws.

"REIT Shares" shall mean the shares of common stock, $0.01 par value per share, of the General Partner.

"Termination Date" shall mean the date of termination of this Agreement.

2. Appointment. The Company hereby appoints the Advisor to serve as its advisor on the terms and conditions set forth in this Agreement, and the Advisor hereby accepts such appointment.

3. Duties of the Advisor. The Advisor shall be responsible for managing, operating, directing and supervising the operations and administration of the Company and its assets. The Advisor undertakes to use commercially reasonable efforts to present to the Company potential investment opportunities and to provide the Company with a continuing and suitable investment program consistent with the investment objectives and policies of the Company as determined and adopted by the Board from time to time. The Advisor shall have no obligation to take any action that would require the Advisor to register as an investment advisor pursuant to the Investment Advisers Act of 1940, as amended. Subject to the limitations set forth in this Agreement, including Section 4, and the continuing and exclusive authority of the Board over the management of the Company, the Advisor shall, either directly or by engaging an Affiliate or third party, perform the following duties:

3.1 assist in the performance of all services related to the organization of the Company, the Offering or any other offering of the Company's securities other than services that (i) are to be performed by a broker-dealer, (ii) the Company elects to perform directly or (iii) would require the Advisor to register as a broker-dealer with the Securities and Exchange Commission or any state;

3.2 serve as the Company's advisor, provide strategic planning regarding the Company's portfolio of assets and consult with and assist the Board in the formulation and implementation of the Company's policies;

3.3 provide the daily management of the Company and perform and supervise the various administrative functions reasonably necessary for the management of the Company;

3.4 select and, on behalf of the Company, engage and conduct business with such Persons as the Advisor deems necessary to the proper performance of its obligations as set forth in this Agreement, including, but not limited to, consultants, accountants, lenders, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians, agents for collection, insurers, insurance agents, banks, developers, construction companies, property owners, property managers, mortgagors and any and all agents for any of the foregoing, including Affiliates of the Advisor, and Persons acting in any other capacity deemed by the Advisor as necessary or desirable for the performance of any of the foregoing services, including, but not limited to, negotiating and entering into contracts in the name of the Company with any of the foregoing;

3.5 subject to Section 4, (i) identify, analyze and select potential Investments, (ii) structure and negotiate the acquisition terms for the Investments, (iii) cause the Company to acquire the Investments in compliance with the investment objectives and policies of the Company (including a target of at least 85% of the net Offering proceeds to be used to acquire and rehabilitate existing multifamily Projects, other than during the early acquisition stage of the Company), (iv) cause the Company to acquire any Projects in exchange for REIT Shares or Limited Partner Interests and (v) as reasonably requested by the Board, provide reports regarding prospective Investments;

3.6 arrange for and structure financing and refinancing for the Investments acquired by the Company, and make recommendations to the Company regarding any changes in the asset or capital structure of the Investments;

3.7 make recommendations to the Company regarding the sale, assignment, transfer, liquidation or other disposition of the Investments and the reinvestment of the proceeds therefrom as provided in the Partnership Agreement;

3.8 monitor the performance of the Property Manager (including any third-party property managers that may be engaged to manage one or more Projects) in its management, operation, leasing and maintenance of the Projects;

3.9 coordinate and manage relationships between the Company and any joint venture partners relating to the Investments;

3.10 from time to time, or at any time reasonably requested by the Board, make reports to the Board of its performance of services to the Company under this Agreement; and

3.11 do all things necessary to assure its ability to render the services described in this Agreement.

4. Authority of the Advisor.

4.1 Pursuant to the terms of this Agreement (including the restrictions set forth in this Section 4 and in Section 5), and subject to the continuing and exclusive authority of the Board, the Board hereby delegates to the Advisor the authority to perform the services described in Section 3. The Advisor shall have the power to delegate all or any part of its rights and powers to manage the business and affairs of the Company to such officers, employees, Affiliates, agents and representatives of the Advisor or the Company as it may deem appropriate. Any authority delegated by the Advisor to any other Person shall be subject to the limitations on the rights and powers of the Advisor specifically set forth in this Agreement.

4.2 Notwithstanding the foregoing, the Advisor may not take any action on behalf of the Company without the prior approval of the Board or duly authorized Board committee if the Articles, Bylaws or Maryland General Corporation Law require the prior approval of the Board. The Advisor acknowledges and agrees that the acquisition, financing, refinancing, rehabilitation, development and disposition of any Investment shall require the prior approval of the Board.

5. Limitations on Activities. Notwithstanding any other provision in this Agreement, the Advisor shall refrain from taking any action which, in its sole judgment made in good faith, would (i) after the Election Date, adversely affect the status of the General Partner as a REIT after the General Partner qualifies for and has elected REIT status, (ii) subject the Company to regulation under the Investment Company Act of 1940, as amended, (iii) require the Advisor to register as an investment advisor pursuant to the Investment Advisers Act of 1940, as amended, (iv) violate any law, rule, regulation or statement of policy of any governmental body or agency having jurisdiction over the Company, the REIT Shares, the Limited Partner Interests or any other securities of the Company or (v) otherwise not be permitted by the Certificate of Limited Partnership and Partnership Agreement of the Partnership or the Articles and Bylaws of the General Partner. In the event that an action would violate (i) through (v) of the preceding sentence but such action has been ordered by the Board, the Advisor shall notify the Board of the Advisor's judgment of the potential impact of such action and shall refrain from taking such action until it receives further clarification or instructions from the Board. In such event, the Advisor shall have no liability for acting in accordance with the specific instructions given by the Board. The provisions in this Agreement relating to REIT status or qualification shall not apply until the first day of the year in which the General Partner qualifies for and elects REIT status under the Code.

6. Base Compensation. As its base compensation for providing the services set forth in this Agreement, the Advisor shall receive an annual asset management fee in an amount equal to 1% of the gross value of the total assets of the General Partner (the "Asset Management Fee"), which shall be paid on a monthly basis. The Advisor shall submit a monthly invoice to the Company, accompanied by a computation of the Asset Management Fee for the applicable month. The Asset Management Fee shall be payable on the first business day following the last day of each calendar month.

7. Additional Compensation. As consideration for its services in investigating, negotiating and managing the acquisition of the Investments and any other investments made by the Company and managing the rehabilitation, development and operation of the Projects, the Advisor and its Affiliates shall be entitled to receive the following additional compensation:

7.1 Acquisition Fee. The Advisor shall receive an acquisition fee (the "Acquisition Fee") equal to 0.25% of the gross purchase price of each Investment (including Investments acquired from Affiliates). The Advisor will also be entitled to receive an Acquisition Fee for Investments acquired through a joint venture with other entities based on the Company's proportional share of the gross purchase price at the joint venture level. The Advisor shall submit an invoice to the Company at or prior to the closing of each

acquisition, accompanied by a computation of the Acquisition Fee. The Acquisition Fee shall be paid to the Advisor at the closing of the acquisition of the Investment.

7.2 Property Management Fee. The Property Manager will receive a property management fee equal to 4% of the gross revenues of each Project that it manages (the "Property Management Fee"), which will be paid on a monthly basis.

7.3 Construction Management Fee. The Advisor shall receive a construction management fee (the "Construction Management Fee") in an amount up to 5% of the hard and soft costs expended for the development, rehabilitation, construction, improvement and renovation of the Projects (including related professional services). The Construction Management Fee shall be paid to the Advisor beginning in the month that construction begins and continuing until substantial completion of the construction. The Advisor shall submit a monthly invoice to the Company, accompanied by a computation of the Construction Management Fee for the applicable month. The Construction Management Fee shall be payable on the first business day following the last day of each calendar month.

7.4 Interest in the Partnership. The Advisor has received a Limited Partner Interest as set forth in the Partnership Agreement.

8. Expenses.

8.1 Reimbursable Expenses. In addition to the compensation paid to the Advisor pursuant to Sections 6 and 7, the Company shall pay directly or reimburse the Advisor for all of the expenses paid or incurred by the Advisor in connection with the services it provides to the Company pursuant to this Agreement, including, but not limited to:

8.1.1 Organization and Offering Expenses;

8.1.2 Acquisition Expenses;

8.1.3 the actual out-of-pocket cost of goods and services used by the Company;

8.1.4 interest and other costs for borrowed money, including, but not limited to, discounts, points and other similar fees;

8.1.5 taxes and assessments on income or property of the Company, and taxes as an expense of doing business;

8.1.6 costs associated with insurance required in connection with the business of the Company, or by its officers or the Board;

8.1.7 the management fees and other expenses of managing, operating and servicing the Investments owned by the Company, including, but not limited to, travel expenses whether payable to an Affiliate of the Company or a nonaffiliated Person;

8.1.8 expenses incurred in connection with payments to the Board and meetings of the Board and stockholders of the General Partner and of the partners of the Partnership;

8.1.9 expenses incurred in connection with payments of distributions in cash or otherwise made or caused to be made by the Company;

8.1.10 expenses of organizing, revising, amending, converting, modifying or terminating the General Partner, the Articles or the Bylaws, and the Partnership, the Partnership Agreement or the Certificate of Limited Partnership;

8.1.11 expenses of maintaining communications with the stockholders of the General Partner, including the cost of preparing, printing and mailing annual reports and other stockholder and partner reports, proxy statements and other reports required by governmental entities;

8.1.12 administrative service expenses, including wages, salaries, benefits and employment expenses attributable to employees who provide services for the benefit of the Company but not for services for the benefit of the Advisor (including a proportionate allocation of personnel costs for employees whose time or responsibilities are split between the operations of the Company and the operations of the Advisor); provided, however, that no reimbursement shall be made for any personnel costs of the chief executive officer or the president of the Advisor;

8.1.13 expenses associated with raising capital through a public offering or otherwise, including any investment banking, broker-dealer or registered representative fee;

8.1.14 audit, accounting, legal and other professional fees;

8.1.15 Disposition Expenses incurred in connection with the disposition of the Investments;

8.1.16 Financing Expenses incurred in connection with any loan, financing or other debt secured by the Investments or otherwise obtained in connection with the Investments;

8.1.17 costs and expenses incurred in connection with the development, rehabilitation, renovation or construction of the Projects, including, but not limited to, accounting, legal, architectural, engineering and surveyor services; and

8.1.18 fees, costs and expenses related to the merger or other capital transaction of the Company.

8.2 Payment of Reimbursable Expenses. Expenses incurred by the Advisor on behalf of the Company and payable pursuant to this Section 8 shall be reimbursed no less than 15 days after a request for reimbursement is made by the Advisor. The Advisor shall prepare a statement documenting the expenses of the Company during each month, and shall deliver such statement to the Company with the reimbursement request. All reimbursement requests shall be made within 180 days of the incurrence of the expense unless otherwise agreed to by the Board.

8.3 Overhead Expenses. Subject to Section 8.1.12, the Advisor shall be responsible for all of its overhead expenses and wages, salaries, benefits and employment expenses attributable to employees who provide services for the benefit of the Advisor, but not for services for the benefit of the Company.

9. Other Services. In the event that the Board requests that the Advisor or an Affiliate render services for the Company other than as set forth in Section 3, such services shall be separately compensated at such rates and in such amounts as are agreed by the Advisor and the Board, and shall not be deemed to be services pursuant to the terms of this Agreement.

10. Bank Accounts. The Advisor may establish and maintain one or more bank accounts in its own name for the account of the Company, or in the name of the Company, and may collect and deposit into

any such account or accounts, and disburse from any such account or accounts, any money on behalf of the Company, under such terms and conditions as the Board may approve; provided, however, that no funds shall be commingled with funds of the Advisor, and the Advisor shall from time to time render appropriate accountings of such bank accounts to the Board and the auditors of the Company.

11. Records; Access. The Advisor shall maintain appropriate records of all its activities hereunder and make such records available for inspection by the Board and by attorneys, auditors and authorized agents of the Company, at any time during normal business hours. The Advisor shall at all reasonable times have access to the books and records of the Company.

12. Term. Unless sooner terminated in accordance with Section 13, this Agreement shall commence on the Effective Date and continue until the earlier of (i) the Company completes an orderly wind-down and sale of all of its assets and (ii) 12 years from the Effective Date.

13. Termination. The parties may terminate this Agreement by their mutual written agreement at any time and on any terms as they may mutually agree. The Company may terminate this Agreement for cause in the event (i) of fraud, gross negligence or willful misconduct of the Advisor as determined by a final, non-appealable judgment of a court of competent jurisdiction, (ii) the Advisor commits a material breach of this Agreement and such breach is not cured within 90 days after receipt of written notice by the Company of such breach or (iii) the Advisor has been adjudicated bankrupt or insolvent by a court of competent jurisdiction and the adjudication or order shall remain in force or unstayed for a period of 30 days.

14. Payments to and Duties of the Advisor upon Termination.

14.1 Payments to the Advisor upon Termination After the Termination Date, the Advisor shall not be entitled to compensation for further services hereunder except that the Advisor shall be entitled to receive from the Company within 30 days after the Termination Date all unpaid reimbursements of expenses and all earned but unpaid fees payable to the Advisor through the Termination Date.

14.2 Obligations of the Advisor upon Termination Upon termination of this Agreement, the Advisor shall promptly:

14.2.1 pay over to the Company all money collected and held for the account of the Company pursuant to this Agreement, after deducting any accrued but unpaid compensation and reimbursement for its expenses to which the Advisor is then entitled;

14.2.2 deliver to the Board a full accounting, including a statement showing all payments collected by the Advisor and a statement of all money held by the Advisor, covering the period following the date of the last accounting furnished to the Board;

14.2.3 deliver to the Board all assets, including the property, books, records and documents of the Company in the custody of the Advisor; and

14.2.4 cooperate with the Company to provide an orderly management transition.

15. Limitation of Liability. Notwithstanding any other provision of this Agreement, except as otherwise provided by Federal or state laws, the Advisor, its Affiliates, owners, managers, partners, directors, officers, principals and employees, acting in good faith, shall not be liable to the Company, the Board, the stockholders of the General Partner, the partners of the Partnership or any other party for any act, omission, investment recommendation or decision, or any loss arising out of or relating to any activity

undertaken (or omitted to be undertaken), in connection with the performance of their services to the Company as described in this Agreement or in the Partnership Agreement other than as provided in Sections 16 and 17 of this Agreement.

16. Indemnification by the Company. The Company shall indemnify and hold harmless the Advisor, its Affiliates, owners, managers, partners, directors, officers, principals and employees (the "Advisor Parties") from any loss, damage, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees and expenses) arising out of any act or failure to act in the performance of their duties hereunder, unless (i) attributable to the fraud, gross negligence or willful misconduct of the Advisor Parties or (ii) covered by the Company's insurance to the extent the insurance proceeds are received by the Company. Notwithstanding the foregoing, the Advisor Parties shall not be entitled to indemnification or be held harmless pursuant to this Section 16 for any activity which the Advisor shall be required to indemnify or hold harmless the Company pursuant to Section 17. Any indemnification of the Advisor may be made only out of the net assets of the Company.

17. Indemnification by the Advisor. The Advisor shall indemnify and hold harmless the Company, its Affiliates, owners, managers, partners, directors, officers, principals and employees from and against any loss, damage, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees and expenses) arising out of any act or failure to act by the Advisor Parties in the performance of their duties hereunder by reason of their fraud. gross negligence or willful misconduct and which are not fully reimbursed by insurance; provided, however, the Advisor Parties shall not be held responsible for any action of the Board in following or declining to follow any advice or recommendation given by the Advisor.

18. Other Activities of the Advisor. Nothing in this Agreement shall prevent the Advisor from engaging in other activities, including, but not limited to, the rendering of advice to other Persons (including other REITs) and the management of other programs advised, sponsored or organized by the Advisor or its Affiliates, nor shall this Agreement limit or restrict the right of the Advisor, its Affiliates, owners, managers, partners, directors, officers, principals or employees to engage in any other business or to render services of any kind to any other Person. The Advisor may, with respect to any investment in which the Company is a participant, also render advice and service to each and every other participant therein. The Advisor shall report to the Board the existence of any condition or circumstance, existing or anticipated, of which it has knowledge, which creates or could create a conflict of interest between the Advisor's obligations to the Company and its obligations to or its interest in any other Person.

19. Non-Exclusive Management. The services furnished by the Advisor under this Agreement are not exclusive. The Advisor may, in its discretion, render the same or similar services to any Person whose business may be in direct or indirect competition with the Company. The Advisor, its owners, managers, partners, directors, officers, principals and employees may have, recommend or take the same or similar positions in specific investments for their own accounts, or for the accounts of other funds, as the Advisor recommends to the Company. The Advisor intends to allocate any investment opportunities among the various competing funds (including the Company) in good faith using its reasonable business judgment, taking into consideration all relevant factors including the individual needs of each fund and the capital available for investment.

20. Relationship of the Advisor and the Company. The Company and the Advisor do not intend to form a joint venture, partnership or similar relationship. Instead, the parties intend that the Advisor shall act solely in the capacity of an independent contractor for the Company. Nothing in this Agreement shall cause the Advisor and the Company to be joint venturers or partners of each other, and neither shall have the power to bind or obligate the other party by virtue of this Agreement, except as expressly provided in this Agreement.

21. Assignment. This Agreement may be assigned by the Advisor to an Affiliate with the approval of the Board. The Advisor may assign any rights to receive fees or other payments under this Agreement without obtaining the approval of the Board. This Agreement shall not be assigned by the Company without the consent of the Advisor, except in the case of an assignment by the Company to a corporation or other organization which is a successor to all of the assets, rights and obligations of the Company, in which case such successor organization shall be bound hereunder and by the terms of said assignment in the same manner as the Company are bound by this Agreement.

22. Miscellaneous.

22.1 Notices. Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice is accepted by the party to whom it is given, and shall be given by being delivered by hand or by overnight mail or other overnight delivery service to the addresses set forth herein:

To the Company:	To the Advisor:
Rastegar Opportunity REIT, Inc. 1705 S. Capital of Texas Hwy, Suite 400 Austin, Texas 78746	Rastegar Opportunity REIT Advisor, LLC 1705 S. Capital of Texas Hwy, Suite 400 Austin, Texas 78746

Either party may at any time give notice in writing to the other party of a change in its address for the purposes of this Section 22.1.

22.2 Modification. This Agreement shall not be amended, modified, terminated or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, or their respective successors or assigns.

22.3 Severability. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provisions may be invalid or unenforceable in whole or in part.

22.4 Governing Law; Venue. The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the state of Delaware without giving effect to principles of conflicts of law. Any disputes arising under this Agreement shall be brought in the state or Federal courts having jurisdiction over Travis County, Texas, and the parties consent to and waive any objections they may have to the exclusive jurisdiction of such courts.

22.5 Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

22.6 No Waivers. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege

with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

22.7 Titles Not to Affect Interpretation. The titles of paragraphs and subparagraphs contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation hereof.

22.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, notwithstanding that all parties shall not have signed the same counterpart.

22.9 Electronic Signatures. Any electronic signature of a party to this Agreement and of a party to take any action related to this Agreement shall be valid as an original signature and shall be effective and binding. Any such electronic signature (including the signatures to this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GENERAL PARTNER:

Rastegar Opportunity REIT, Inc., a Maryland corporation

By: _____
Ariah Rastegar
Chief Executive Officer

ADVISOR:

Rastegar Opportunity REIT Advisor, LLC, a Delaware limited liability company

By: _____
Ariah Rastegar
Sole Member

PARTNERSHIP:

Rastegar Opportunity REIT OP, LP, a Delaware limited partnership

By: Rastegar Opportunity REIT, Inc., a Maryland corporation, its general partner

By: _____
Ariah Rastegar
Chief Executive Officer