



**SUBSCRIPTION AGREEMENT
FOR SHARES OF
SHOPOFF PROPERTIES TRUST, INC.**

INSTRUCTIONS FOR INVESTORS OTHER THAN CUSTODIAL ACCOUNTS:

WIRE TRANSFERS SHOULD BE SENT TO:

Wells Fargo Bank, N.A., as Escrow Agent for Shopoff Properties Trust, Inc.

Bank: Wells Fargo Bank

ABA: 121000248

Account: 0001038377

BNF: Corporate Trust Clearing

Attn: Amy Perkins

REF: Shopoff Trust Subscription Escrow

Name of Investor: _____

RETURN COMPLETED SUBSCRIPTION AGREEMENT TO:

**Shopoff Properties Trust
8951 Research Drive
Irvine, CA 92618**

INSTRUCTIONS FOR CUSTODIAL ACCOUNTS:

For custodial accounts, please complete and send a copy of this Subscription Agreement along with your Investor Questionnaire and Agreement to Shopoff Properties Trust at the address above. Shopoff Properties Trust will review the subscription documents for accuracy and will forward to your Custodian within 48 hours. Your Custodian will complete their portion and send the subscription documents to Phoenix America Financial Services and wire the appropriate funds to Wells Fargo, N.A.

QUESTIONS? CONTACT SHOPOFF PROPERTIES TRUST INVESTOR SERVICES:

Toll-free phone: 1-877-874-7348 (REIT) Fax: 1-949-417-1399 Email: info@shopoff.com

FOR OFFICE USE ONLY

_____	_____	_____
Check#	Compiled By	W/S
_____	_____	_____
Batch#	Input By	Region
_____	_____	_____
Subscription#	Proofed By	Territory
_____	_____	_____
Deposit Date	Posted By	Admit Date

SUBSCRIPTION AGREEMENT FOR SHARES OF SHOPOFF PROPERTIES TRUST, INC.

THIS SUBSCRIPTION AGREEMENT is made and entered into between Shopoff Properties Trust, Inc., a Maryland corporation (the "Company"), and the investor whose signature appears on the signature page hereto (the "Investor"), and shall be effective as of the date of acceptance by the Company. The Investor should read this Subscription Agreement carefully and execute the signature page.

1. Subscription Amount and Payment.

The Investor hereby subscribes to acquire, on the terms and conditions set forth in this Subscription Agreement, the number of the Company's common shares, par value \$0.01 per share (the "Shares"), set forth on the signature page of this Subscription Agreement, upon payment to Wells Fargo Bank, N.A., as Escrow Agent, of the aggregate subscription price for the subscribed Shares. The subscription price shall be \$9.50 per Share until the first 2,000,000 Shares are sold and then the subscription price will increase to \$10.00 per Share. Payment for the Shares will be held in escrow in accordance with the Escrow Agreement between the Company and the Escrow Agent until the Company has received and accepted subscriptions for the minimum offering of 1,700,000 Shares aggregating at least \$16,150,000 in Shares.

2. Acceptance by the Company.

This Subscription Agreement shall be effective and binding upon the parties only when it has been accepted and agreed to by the Company. The Company may accept or reject any subscription, in whole or in part, in its sole and absolute discretion. Neither the Company nor any person or entity acting on behalf of the Company may accept the Investor's subscription until at least five business days after the date that the Investor receives the prospectus of the Company, dated August 29, 2007, as supplemented to date (the "Prospectus"). This Subscription Agreement will be accepted or rejected by the Company within 30 days of the Company's receipt of a completed copy hereof executed by the Investor. If the Company receives a check not conforming to the instructions provided in the Escrow Agreement, it shall return such check directly to such investor not later than noon of the next business day following its receipt. Checks of rejected investors will be promptly returned to such investors.

3. Disclosure by the Company.

The Company hereby advises the Investor that:

- a. All prospective investors are urged to carefully read the Prospectus. Prospective investors should rely solely on the Prospectus in deciding whether or not to invest in the Company, and not on any other information or representations from other sources.
- b. Prospective investors should understand the risks associated with an investment in the Company, as described in the Prospectus, prior to submitting this Subscription Agreement to the Company.
- c. There is no public market for the Shares, and accordingly, it may not be possible to readily liquidate an investment in the Company.
- d. Prospective investors should not invest in Shares unless they have an adequate means of providing for their current needs and personal contingencies, have no need for liquidity in this investment and are prepared to bear the risk of an investment in the Company for an indefinite period of time.
- e. BY EXECUTING THIS AGREEMENT, THE INVESTOR DOES NOT WAIVE ANY RIGHTS THE INVESTOR MAY HAVE UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES EXCHANGE ACT OF 1934.

4. Special Notices

SPECIAL NOTICE FOR CALIFORNIA RESIDENTS ONLY—CONDITIONS RESTRICTING TRANSFER OF SHARES

260.141.11 Restrictions on Transfer.

- (a) The issuer of any security upon which a restriction on transfer has been imposed pursuant to Sections 260.141.10 or 260.534 of the Rules (the "Rules") adopted under the California Corporate Securities Law of 1968 (the "Code") shall cause a copy of this section to be delivered to each issuee or transferee of such security at the time the certificate evidencing the security is delivered to the issuee or transferee.
- (b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of the Rules), except:
 - (1) to the issuer;
 - (2) pursuant to the order or process of any court;
 - (3) to any person described in subdivision (i) of Section 25102 of the Code or Section 260.105.14 of the Rules;
 - (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's ancestors, descendants or spouse;
 - (5) to holders of securities of the same class of the same issuer;
 - (6) by way of gift or donation inter vivos or on death;
 - (7) by or through a broker-dealer licensed under the Code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities laws of the foreign state, territory or country concerned;
 - (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;

- (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
 - (10) by way of a sale qualified under Sections 25111, 25112, 25113 or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;
 - (11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
 - (12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;
 - (13) between residents of foreign states, territories or countries who are neither domiciled or actually present in this state;
 - (14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state;
 - (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
 - (16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities; or
 - (17) by way of an offer and sale of outstanding securities in an issuer transaction that is subject to the qualification requirement of Section 25110 of the Code but exempt from that qualification requirement by subdivision (f) of Section 25102; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.
- (c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:

"IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES."

SPECIAL NOTICE FOR NORTH CAROLINA RESIDENTS ONLY – SUITABILITY STANDARDS

You must qualify for this investment based on the following higher suitability standards for subscribers residing in North Carolina:

North Carolina: Investors must have either: (1) a minimum net worth of at least \$300,000; or (2) a minimum annual gross income of at least \$100,000 and a net worth of at least \$100,000.

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

Please separately initial each representation where indicated in this Subscription Agreement and sign the appropriate lines below. Except in the case of fiduciary accounts, the investor may not grant any person a power of attorney to make such representations on his or her behalf. Each investor must sign and date this section. If title is to be held jointly, all parties must sign. If the registered owner is a partnership, corporation or trust, a general partner, officer or trustee of the entity must sign.

The Investor has executed this Subscription Agreement as of the date set forth below.

Signature of Investor

Signature of Joint Owner (if applicable)

Date

Date

**(MUST BE SIGNED BY CUSTODIAN OR TRUSTEE
IF IRA OR QUALIFIED PLAN)**

Signature of Custodian/Trustee (if applicable)

Date

Accepted by Shopoff Properties Trust, Inc.	
By _____	
Name _____	
Title _____	

5. Investor Representations (Initial All Representations)

- a. *Taxpayer Identification Number Confirmation:* The Investor, under penalties of perjury, certifies that (1) the taxpayer identification number shown on the Subscription Information page herein is the Investor's correct taxpayer identification number (or the Investor is waiting for a number to be issued to it), and (2) the Investor is not subject to backup withholding either because he has not been notified by the Internal Revenue Service ("IRS") that he is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Investor that the Investor is no longer subject to backup withholding. NOTE: CLAUSE (2) IN THIS REPRESENTATION SHOULD BE CROSSED OUT IF THE WITHHOLDING BOX HAS BEEN CHECKED IN INVESTOR INFORMATION SECTION.

Initials

Initials

- b. *Other Representations and Warranties.* Please separately initial each of the representations below. Except in the case of fiduciary accounts, the Investor may not grant any person a power of attorney to make such representations on its behalf. In order to induce the Company to accept this subscription, the Investor hereby represents and warrants to the Company as follows:

(1) I have received the Prospectus, and I am purchasing Shares for my own account.

Initials

Initials

(2) I have (1) a minimum net worth (exclusive of my home, home furnishings and personal automobiles) of at least \$250,000; or (2) a minimum annual gross income of at least \$70,000 and a minimum net worth of at least \$70,000. In addition, I meet any applicable higher suitability requirements imposed by my state of primary residence described in the Prospectus under "SUITABILITY STANDARDS."

Initials

Initials

(3) I acknowledge that there is no public market for the Shares and, thus, my investment in Shares is not liquid.

Initials

Initials

(4) I accept and agree to be bound by the terms and conditions of the Company's Articles of Incorporation and Bylaws.

Initials

Initials

(5) If I am a California resident or if the Person to whom I subsequently propose to assign or transfer any Shares is a California resident, then, pursuant to the special notice to California residents set forth in Section 4 of this Subscription Agreement, I may not consummate a sale or transfer of my Shares, or any interest therein, or receive any consideration therefor, without the prior written consent of the Commissioner of the Department of Corporations of the State of California, except as permitted in the Commissioner's Rules, and I understand that my Shares, or any document evidencing my Shares, will bear a legend reflecting the substance of the foregoing understanding.

Initials

Initials

The Investor declares that the information supplied in this Section 5, and the other information provided by the Investor in completing this Subscription Agreement, is true and correct and may be relied upon by the Company in connection with the Investor's investment in the Company.

6. Electronic Delivery of Reports and Updates

I authorize Shopoff Properties Trust, Inc. to make available on its website at www.shopoff.com its quarterly reports, annual reports, proxy statements, prospectus supplements or other reports required to be delivered to me, as well as any property or marketing updates, and to notify me via email when such reports or updates are available in lieu of receiving paper documents. Send notices to: (you must provide an email address if you choose this option)

Email Address _____

(May not be initially available)

Investment Title

Title Line 1 _____

Title Line 2 _____

Tax Identification Number _____

Subscription Information

Amount of Subscription: \$ _____

Number of Shares _____

Initial Investment -or- Additional Investment

Shares are being purchased through a Registered Investment Advisor
or net of commission

State of Sale _____

Investment Type (check one)

- | | | |
|---|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Tenants-In-Common | <input type="checkbox"/> IRA |
| <input type="checkbox"/> Joint Tenants | <input type="checkbox"/> Married Person,
Separate Property | <input type="checkbox"/> SEP IRA |
| <input type="checkbox"/> Community
Property | <input type="checkbox"/> Custodian for: | <input type="checkbox"/> ROTH IRA |
| <input type="checkbox"/> Other (specify)
_____ | <input type="checkbox"/> UGMA <input type="checkbox"/> UTMA
State of UGMA or UTMA
_____ | <input type="checkbox"/> Keogh (H.R. 10) |
| | | <input type="checkbox"/> Pension Plan |
| | | <input type="checkbox"/> Profit Sharing Plan |

Corporation or Partnership
(Please attach agreement/corporate resolution)

Non-Profit Organization
(Please attach agreement/corporate resolution)

Trust (Taxable Tax-Exempt)

Charitable Remainder Trust
(For Trusts, please attach pages of trust which list name of trust, trustees,
signatures and date)

Investor Information _____

Investor 1 Name _____

Investor 2 Name _____

Address Line 1 _____

Address Line 2 _____

City, State, Zip Code _____

Phone 1 (daytime) _____

Phone 2 (evening) _____

Fax Number _____

Email _____

Date of Birth _____

US Citizen US Citizen residing outside the US

Foreign Citizen, country _____

Check this box if you are subject to backup withholding

Qualified Plans Only – Trustee (Custodian) Information

Trustee Name _____

Trustee Address 1 _____

Trustee Address 2 _____

Trustee City, State, Zip Code _____

Trustee Telephone # _____

Trustee Tax Identification Number _____

Investor's Account Number with Trustee _____

Distribution/Dividend Information (Choose one of the following options):

OPTION 1

Send dividends via check
to investor's home address
(not available for qualified
plans)

OPTION 2

Send dividends via check to third-party
payee listed below: (not available for qualified
plans without custodial approval)

Name _____

Address _____

City, State, Zip _____

Account Number _____

OPTION 3 (Direct Deposit)

I authorize Shopoff Properties Trust, Inc. or its agent (collectively, "Shopoff")
to deposit my dividends to the checking or savings account identified below.
This authority will remain in force until I notify Shopoff in writing to cancel it.
In the event that Shopoff deposits funds erroneously into my account, Shopoff is
authorized to debit my account for an amount not to exceed the amount of the
erroneous deposit.

Financial Institution Name _____

ABA/Routing Number _____

Account Number _____

(for Direct Deposit, please enclose a voided check).

Broker-Dealer and Registered Representative Information

Full Legal Name _____ Shopoff Securities, Inc.	Representative Name _____	Advisor Number _____
Contact Person _____ Investor Relations	Representative Address _____	REGISTERED INVESTMENT ADVISOR (RIA):
Contact Person Email Address _____ info@shopoff.com	Representative's City _____	All sales of Common Stock must be made
Broker-Dealer Address _____ 8951 Research Drive	Representative's State, Zip _____	through a Broker-Dealer. If an RIA has
City, State, Zip _____ Irvine, CA 92618	Representative's Phone _____	introduced a sale, the sale must be
Phone _____ 949-417-1396	Representative's Email _____	conducted through (i) the RIA in its
FINRA CRD Number _____ 142866		Capacity as a Registered Representative, if
Tax ID Number _____ 20-5666784		applicable; (ii) a Registered Representative
		of a Broker-Dealer which is affiliated with
		the RIA, if applicable; or (iii) if neither (i)
		or (ii) is applicable, an unaffiliated
		Broker-Dealer.

Registered Representative, Broker Signatures

The Investor's registered representative (the "*Registered Representative*") must sign below to complete the order. The Registered Representative hereby warrants that it is duly licensed and may lawfully sell Shares in the state designated as the Investor's legal place of residence on the Subscription Information page herein or the state in which the sale was made, if different. The Registered Representative warrants that it has reasonable grounds to believe this investment is suitable (pursuant to Section 2310 of the NASD's Conduct Rules) for the Investor and that it has informed the Investor of all aspects of liquidity and marketability of this investment pursuant to Section 2310 of the NASD's Conduct Rules.

The undersigned confirm by their signatures that they recognize and have complied with their obligations under the NASD's Conduct Rules, and that they (1) have reasonable grounds to believe that the information and representations concerning the Investor are true, correct and complete in all respects; (2) have discussed the Investor's prospective purchase of Shares with the Investor; (3) have advised the Investor of all pertinent facts with regard to the lack of liquidity and marketability of the Shares; (4) have delivered a current Prospectus and related supplements, if any, to the Investor; (5) have reasonable grounds to believe that the purchase of Shares is a suitable investment for the Investor, that the Investor meets the suitability standards applicable to the Investor set forth in the Prospectus and related supplements, if any, and that the Investor is in a financial position to enable the Investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto; and (6) believe, to the best of their knowledge, that the information provided in this Subscription Agreement is true, correct and complete, including, but not limited to, the Investor's taxpayer identification number.

I attest that I am a Registered Broker subject to the USA PATRIOT ACT. In accordance with Section 326 of the Act, I have performed a Know Your Customer review of each investor who has signed this Subscription Agreement in accordance with the requirements of the Customer Identification Program.

_____	_____
Registered Representative Signature	Branch Manager Signature (If required by Broker-Dealer)
_____	_____
Date	Date

All items on the Subscription Agreement must be completed in order for a prospective investor's subscription to be processed.

MAIL TO:
SHOPOFF PROPERTIES TRUST
8951 Research Drive
Irvine, CA 92618

TRANSFER ON DEATH REGISTRATION FORM

Phoenix American Financial Services, Transfer Agent for Shopoff Properties Trust, reserves the right to allow the following rules to apply to a TOD registration:

- A TOD may only be held on individual or Joint Tenants with Right of Survivorship (JTWROS) registrations (not on an estate, trust, IRA, etc.)
- The TOD beneficiary must be an individual or entity and cannot be the JTWROS person.
- The TOD beneficiary must be named on this form; "spouse" or "children" is not an acceptable designation.
- If you wish to have more than one beneficiary, the total investment amount will be divided into separate investments for each beneficiary designated upon your death.

1. CURRENT INVESTOR INFORMATION (Please print names(s) in which shares are registered.)

Name (include Mr., Mrs., Dr., Etc.): _____ Social Security Number: _____ - _____ - _____

Name (include Mr., Mrs., Dr., Etc.): _____ Social Security Number: _____ - _____ - _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone No: _____ Business Phone No: _____ Birth Date: _____

Account Number: _____

2. TRANSFER ON DEATH DESIGNATION

By signing below, I/we request that my/our investment be registered in "transfer on death" form, and designate the following beneficiary as the one to whom the investment shall pass after I am/we are deceased: (Add more lines if necessary)

_____ Print name of beneficiary _____ Percentage of account

_____ Print name of beneficiary _____ Percentage of account

By signing below, I/we also make the following warranties, representation and agreements:

1. You are not required to re-register the investment in name of the beneficiary unless you have received such documents as you may require to establish that I/we are both deceased.
2. You are not responsible for determining the tax consequences of the decision to register this investment to requested above.
3. I/we agree to hold harmless, indemnify, and defend Phoenix American Financial Services and Shopoff Properties Trust and your agents for any claim, loss or liability resulting from (a) breach of any warranty or representation in this agreement and (b) any action you take in connection with the registration, any re-registration in the name of the beneficiary, and from any distribution thereafter to the beneficiary, made as requested or authorized under this agreement.
4. If this Agreement is established under joint tenants with rights of survivorship account status, upon death of one of the owners, ownership shall pass to the surviving joint owner, and you may follow the instructions of the survivor with regard to the investment, including, without limitation, instructions to (a) terminate transfer on death registration, or (b) change owner to beneficiary.
5. You will not accept any changes to this agreement unless received in writing prior to the final account holder's death.
6. You have not provided any legal advice to me, and I agree to obtain the advice of an attorney with regard to the enforceability of this form of registration in my state, and its effect on my estate and planning.

3. AUTHORIZED SIGNATURE(S) (All signatures must be medallion guaranteed)

_____ Current Shareholder's Signature _____ Date

_____ Joint Shareholder's Signature _____ Date