

EXHIBIT A

FORM OF INVESTOR QUESTIONNAIRE & PURCHASE AGREEMENT

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SRRT SHAKOPEE DST

Investor Questionnaire & Purchase Agreement

Please read carefully the Private Placement Memorandum for the beneficial interests (“**Interests**”) in **SRRT Shakopee DST**, a Delaware statutory trust, (the “**DST**”), dated February 6, 2024 (as amended and supplemented from time to time, the “**Private Placement Memorandum**”), and all exhibits thereto, before deciding to purchase the Interests.

This private offering of Interests is limited to an Investor who certifies that he, she or it is an “accredited investor,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and meets all of the qualifications set forth in the Private Placement Memorandum. If you meet these qualifications and desire to purchase an Interest, then please follow the instructions below to complete your purchase.

EACH PROSPECTIVE INVESTOR SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF PURCHASE OF SECURITIES IN THE CONTEXT OF HIS, HER OR ITS OWN NEEDS, PURCHASE OBJECTIVES AND FINANCIAL CAPABILITIES AND SHOULD MAKE HIS, HER OR ITS OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND RISK. IN ADDITION, EACH PROSPECTIVE INVESTOR IS ENCOURAGED TO CONSULT WITH HIS, HER OR ITS ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE RISKS AND MERITS OF THE PROPOSED PURCHASE.

INSTRUCTIONS TO INVESTORS FOR PURCHASING INTERESTS:

1. This Investor Questionnaire & Purchase Agreement is comprised of two parts. A closing checklist is provided for your convenience and each section is accompanied by specific instructions. You must complete, sign and date both parts of the Investor Questionnaire & Purchase Agreement according to the instructions provided and deliver the documents via e-mail to erichardson@sr-re.com.
2. If your investment is part of an Internal Revenue Code section 1031 (“Section 1031”) tax-deferred exchange: The DST and your qualified intermediary will coordinate the payment for the purchase of the Interests. Upon receiving the Purchase Agreement, and the necessary escrow instructions from the DST, your qualified intermediary will either wire the funds from the qualified escrow account to the DST or deliver to the Initial Beneficiary, in person or by mail, a check made payable to **SRRT Shakopee DST**.
3. If your investment is a direct investment: Payment for the purchase of Interests may be made by either wiring the funds directly to the DST (the preferred method), or by delivering to the Initial Beneficiary, in person or by mail, a check made payable to **SRRT Shakopee DST**. If you choose to wire the funds directly, please contact erichardson@sr-re.com or (612) 359-5849 for the necessary escrow instructions.

Please note that investments will not be accepted from, or on behalf of tax-exempt entities, including but not limited to qualified employee pension and profit sharing trusts, individual retirement accounts, Simple 401(k) plans, annuities and charitable remainder trusts.

SRRT SHAKOPEE DST

Dear Investor:

We would like to take this opportunity to thank you for your interest in SRRT Shakopee DST. In order to complete the closing of this transaction, the following forms must be filled out in their entirety, executed, and returned to SRRT Shakopee DST.

Questions may be directed to Evan Richardson (erichardson@sr-re.com / 612.359.5849) or Laura Hanneman (lhanneman@sr-re.com / 612.305.7083).

Please use the following Closing Checklist to assist in your completion of the forms:

<p><input type="checkbox"/> Investor Questionnaire: which includes the following sections:</p> <ul style="list-style-type: none"><input type="checkbox"/> Section I – Investment and Investor Contact Information<input type="checkbox"/> Section II – 1031/1033 Exchange Information<input type="checkbox"/> Section III – Distributions Options & W-9<input type="checkbox"/> Section IV – Ownership Information – <i><u>Complete one of the following based on your type of ownership:</u></i><ul style="list-style-type: none"><input type="checkbox"/> Form A. Ownership Information – <u>For Individual Owners</u><input type="checkbox"/> Form B. Ownership Information – <u>For Limited Liability Companies</u><input type="checkbox"/> Form C. Ownership Information – <u>For Trusts</u><input type="checkbox"/> Form D. Ownership Information – <u>For Partnerships</u><input type="checkbox"/> Form E. Ownership Information – <u>For Corporations</u> <p><input type="checkbox"/> Provide Entity Formation Documents: if you are investing through an LLC, Trust, Partnership or Corporation.</p> <p><input type="checkbox"/> Purchase Agreement: please complete, sign and date.</p>

Please return all documentation to erichardson@sr-re.com. Additionally, questions may be directed to (612) 359-5849.

SECTION I- INVESTMENT AND INVESTOR INFORMATION

Name of Investor: _____
[Please note that if this is a Section 1031 or Section 1033 tax-deferred exchange, the replacement property must be held in exactly the same name as the relinquished property. List the name(s) exactly as they appeared on the title of the relinquished property.]

Type of Investment:

- Section 1031 tax-deferred exchange. (If selected, please complete Section II).
- Section 1033 tax-deferred exchange. (If selected, please complete Section II).
- Cash investment.

Amount of Equity Investment: \$ _____

Funds to Close: Please indicate how you will be purchasing your interest.

- I have enclosed a **check made payable to SRRT Shakopee DST.**
- Funds will be wired by me or my qualified intermediary (the holder of the exchange proceeds from my relinquished property).

INVESTOR CONTACT #1

Salutation: Mr. Ms. Mrs.

Name: _____

Date of Birth: _____

Social Security No.: _____

Home Address: _____

City / State / Zip: _____

Mailing Address: _____

City / State / Zip: _____

Phone No.: _____

E-mail Address: _____

INVESTOR CONTACT #2

Salutation: Mr. Ms. Mrs.

Name: _____

Date of Birth:

Social Security No.:

Home Address:

City / State / Zip:

Mailing Address:

City / State / Zip:

Phone No.:

E-mail Address:

Please provide additional pages as necessary to complete this Section I for all equity owners.

SECTION II- SECTION 1031/1033 INVESTORS ONLY

I (we) hereby provide the following information pertaining to my (our) Qualified Intermediary for this acquisition. I (we) request and authorize my (our) Qualified intermediary to furnish the DST any information requested regarding my (our) Section 1031 exchange.

The following Qualified Intermediary is authorized and instructed to fund all equity due to close the transaction prior to the scheduled closing date:

Company Name: _____

Exchange Coordinator: _____

Address: _____

City / State / Zip Code: _____

Telephone No.: _____

E-mail Address: _____

Is escrow closed (please check one): Yes No Closing date of relinquished property: _____

I (we) instruct my (our) Qualified Intermediary to wire (check only one box):

All funds held by the Qualified Intermediary in the qualified escrow account, which is \$ _____, excluding any accumulated interest and expenses that cause the amount to be less than a whole dollar (rounding up or down), with the understanding that these costs will be treated as boot.

Only \$ _____ held by the Qualified Intermediary in the qualified escrow account.

SECTION III- INVESTOR DISTRIBUTION OPTIONS

Please direct distributions: (Select one.)

- VIA MAIL TO: MAILING ADDRESS OF RECORD
- VIA MAIL TO BANK OR BROKERAGE ACCOUNT: (Complete #1, #2, #3 and #5 in below box.)
- VIA ELECTRONIC DEPOSIT (ACH) TO: (Complete #1 through #5 and attach a voided check.)

1.	Name of Bank, Brokerage Firm or Individual
2.	Mailing Address
3.	City, State, Zip Code
4.	Bank ABA Number
5.	Account Number
	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Electronic Deposit (ACH) Authorization - I (we) authorize the DST’s manager and signatory trustee (the “Manager”), to deposit distributions from my (our) interest in the DST to my (our) account indicated above at the depository financial institution (hereinafter, the “Depository”) indicated above. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. I (we) further authorize the Manager to debit my (our) account noted below in the event that the Manager erroneously deposits additional funds to which I (we) am (are) not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I (we) withdraw funds erroneously deposited into my (our) account before the Manager reverses such deposit, I (we) agree that the Manager has the right to retain any future distributions to which I (we) am (are) entitled until the erroneously deposited amounts are recovered by the Manager. This authorization is to remain in full force and effect until the Manager has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Manager and the Depository a reasonable opportunity to act on it, or until the Manager has sent me written notice of termination of this authorization.

The signature(s) of all investors of record are required.

Signature of Investor

Signature of Co-Investor (if applicable)

TO BE COMPLETED BY ENTITY FOR WHICH INFORMATION WILL BE REPORTED TO THE IRS.

THE UNDERSIGNED CERTIFIES, under penalties of perjury that: (1) the taxpayer identification number shown below is true, correct and complete; (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding; (3) I am a U.S. person (including Resident Alien); and (4) I am exempt from Foreign Account Tax Compliance Act (“FATCA”) reporting.

Taxpayer Identification No.: _____

Signature of Investor: _____ Date: _____

SECTION IV – OWNERSHIP INFORMATION

ONLY COMPLETE ONE OF THE FOLLOWING FORMS (A, B, C, D, OR E) BASED ON THE LEGAL STRUCTURE OF THE ENTITY COMPLETING YOUR 1031, OR INVESTING CASH IN SRRT SHAKOPEE DST:

- Form A. Ownership Information – For Individual Owners (1 page)
- Form B. Ownership Information – For Limited Liability Companies (2 pages)
- Form C. Ownership Information – For Trusts (2 pages)
- Form D. Ownership Information – For Partnerships (2 pages)
- Form E. Ownership Information – For Corporations (3 pages)

FORM A- INDIVIDUAL INVESTOR (1 Page)

Name of Investor: _____

Name of Joint Investor (if applicable): _____

Type of ownership: Individual Ownership Joint Tenants
 Tenants in Common Community Property

Each investor must initial the statement or statements below that truthfully describe him or her:

_____ I am a natural person whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; provided, that for purposes of calculating such net worth: (1) my primary residence shall not be included as an asset; (2) indebtedness that is secured by my primary residence, up to the estimated fair market value of the primary residence at the time of the closing of my acquisition of the Interests, shall not be included as a liability; provided, however, that if the amount of such indebtedness outstanding at the time of the closing of my acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if I take out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by my primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

_____ I am a natural person who had an individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with my spouse in excess of \$300,000 in each of those years, and I have (individually or with my spouse) a reasonable expectation of reaching the same income level in the current year.

Securities License

If you hold any of the following licenses, please check the appropriate box:

- Licensed General Securities Representative (Series 7)
- Licensed Investment Adviser Representative (Series 65)
- Licensed Private Securities Offerings Representative (Series 82)

Professional Certification

Do you hold a professional certification, designation or credential from an accredited educational institution that the SEC designates as qualifying for Accredited Investor status?

- Yes
- No

FORM B – LIMITED LIABILITY COMPANY (2 Pages)

When purchasing as a **limited liability company**, the investor must submit a copy of the Operating Agreement, with any and all amendments.

Name of LLC: _____

Entity Address: _____

City / State / Zip: _____

Entity Taxpayer Identification Number: _____

Please initial the statement or statements below that truthfully describe the Investor:

_____ Investor is a limited liability company: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of this Investor Questionnaire and Purchase Agreement.

_____ Investor is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940; or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration.

_____ Investor is an entity in which all the equity owners are either:

- (a) natural persons whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR
- (b) natural persons who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who have (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

LIMITED LIABILITY COMPANY RESOLUTION

The undersigned, being all the members (the "Members") of _____,
a/an _____ limited liability company (the "LLC"), hereby adopt the
following preambles and resolutions:

WHEREAS, the LLC desires to purchase an interest in **SRRT Shakopee DST** (the "Investment");

WHEREAS, the LLC is authorized to execute and deliver all documents relating to the Investment; and

WHEREAS, the Members believe it to be in the best interest of the LLC to make the Investment and execute any documents related thereto.

NOW THEREFORE, BE IT RESOLVED, that the Investment is hereby approved, confirmed and ratified by the Members in all respects;

FURTHER RESOLVED, that _____, an agent of the LLC ("Authorized Person"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the LLC, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

FURTHER RESOLVED, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the LLC, as it may deem convenient or proper to carry out the Investment; and

FURTHER RESOLVED, that any action heretofore taken and all documentation heretofore delivered by the LLC or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective _____, 20__

Member (signature) & Ownership %

Member (signature) & Ownership %

Member (signature) & Ownership %

Member (signature) & Ownership %

Member (signature) & Ownership %

Member (signature) & Ownership %

Being all of the Members of the LLC

FORM C – TRUSTS (2 Pages)

Name of Trust: _____

Trust Taxpayer Identification Number: _____

Names of Trustees: 1. _____
2. _____

Please note: If the trust that is a taxpaying entity, then all trustees must complete and execute the Investor Questionnaire on behalf of the trust. If, on the other hand, the trust is not the taxpaying entity with respect to this investment (e.g., a grantor trust), then the person paying the tax on the trust’s income (the “taxpayer”) must complete and execute the Investor Questionnaire and all questions concerning income, and assets will pertain to the taxpayer.

For Revocable Trusts: Please initial the statement or statements below that truthfully describe the Investor:

_____ Investor is a revocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of the Purchase Agreement.

_____ Investor is a revocable trust in which the trustee, or co-trustee, is a bank, insurance company, registered investment company, business development company, or small investment company.

_____ Investor is a trust in which each grantor is either:

- (a) a natural person whose individual net worth or joint net worth with that person’s spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person’s primary residence shall not be included as an asset; (2) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person’s acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person’s acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR
- (b) a natural person who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who has (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

For Irrevocable Trusts: Please initial the statement below that truthfully describes the Investor:

_____ Investor is an irrevocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of the Purchase Agreement.

_____ Investor is a trust in which the trustee, or co-trustee, of the trust is a bank, insurance company, registered investment company, business development company, or small investment company.

TRUST CERTIFICATE

1. The title of the Trust to which this Certificate applies is: _____

2. The date of the Trust Agreement is: _____
3. The date of the last amendment to the Trust Agreement (if any) is: _____
4. The grantor(s) or testator(s) of the Trust is/are: _____
5. The DST has the authority to accept orders and other instructions relative to the Trust account from designated trustees, who are:

Trustee Name (please print)	Date of Birth	Trustee Name (please print)	Date of Birth
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Trustee Name (please print)	Date of Birth	Trustee Name (please print)	Date of Birth
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6. **Please select one of the following three options:**

- The trustee(s) listed above may act independently as provided in the Trust Agreement, and the execution by any one trustee can bind the Trust.
- The trustees listed above may act as a majority as provided in the Trust Agreement.
- The trustee(s) listed above must act unanimously as provided in the Trust Agreement, and the execution or authorization of all of the trustees is required to bind the Trust.

7. The undersigned, constituting all of the trustee(s) of the Trust, hereby certify as follows:
 - a) A true and correct copy of the Trust Agreement is attached hereto and that, as of the date hereof, the Trust Agreement has not been amended (except as to any attached amendments) or revoked and is still in full force and effect.
 - b) As the trustee(s) of the Trust, we have determined that the investment in, and purchase of Interests in **SRRT Shakopee DST** is authorized by the terms of the Trust Agreement and is of benefit to the Trust, and we have determined to make such investment on behalf of the Trust.
 - c) We, the trustees, jointly and severally, indemnify **SRRT Shakopee DST** and hold **SRRT Shakopee DST** harmless from and against any liability relating to effecting any orders, transactions, instructions or directions given by any individuals listed in this Certificate.

All trustees must sign and date below.

Trustee Signature	Date	Trustee Signature	Date
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Trustee Signature	Date	Trustee Signature	Date
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FORM D – PARTNERSHIPS (2 Pages)

When purchasing as a **partnership**, the investor must submit a copy of the Partnership Agreement, with any and all amendments.

Name of Partnership: _____

Entity Address: _____

City / State / Zip: _____

Entity Taxpayer Identification Number: _____

Please initial the statement or statements below that truthfully describe the Investor:

_____ Investor is a partnership: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of this Investor Questionnaire and Purchase Agreement.

_____ Investor is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940; or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration.

_____ Investor is an entity in which all the equity owners are either:

- (a) natural persons whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR
- (b) natural persons who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who have (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

PARTNERSHIP RESOLUTION

The undersigned, being all the partners (the "Partners") of _____,
a/an _____ partnership (the "Partnership"), hereby adopt the
following preambles and resolutions:

WHEREAS, the Partnership desires to purchase an interest in **SRRT Shakopee DST** (the "Investment");

WHEREAS, the Partnership is authorized to execute and deliver all documents relating to the Investment; and

WHEREAS, the Partners believe it to be in the best interest of the Partnership to make the Investment and execute any documents related thereto.

NOW THEREFORE, BE IT RESOLVED, that the Investment is hereby approved, confirmed and ratified by the Partners in all respects;

FURTHER RESOLVED, that _____, an agent of the Partnership ("Authorized Person"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the Partnership, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

FURTHER RESOLVED, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the Partnership, as it may deem convenient or proper to carry out the Investment; and

FURTHER RESOLVED, that any action heretofore taken and all documentation heretofore delivered by the Partnership or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective _____, 20__

Partner (signature) & Ownership %

Partner (signature) & Ownership %

Partner (signature) & Ownership %

Partner (signature) & Ownership %

Partner (signature) & Ownership %

Partner (signature) & Ownership %

Being all of the Partners of the Partnership

FORM E – CORPORATIONS (3 Pages)

Name of Corporation: _____

Entity Address: _____

City / State / Zip: _____

Entity Taxpayer Identification Number: _____

Names of Equity Owners/Signatories:	Ownership Percentage (must total 100%):
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

When purchasing as a **corporation**, the investor must submit the following: (1) a copy of the corporation's bylaws, with any and all amendments; (2) a completed Incumbency Certificate (form included below); and (3) a completed Officer's Certificate (form included below).

Please initial the statement or statements below that truthfully describe the Investor:

_____ Investor is a corporation: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of this Investor Questionnaire and Purchase Agreement.

_____ Investor is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940; or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration.

_____ Investor is an entity in which all the equity owners are either:

- (a) natural persons whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR
- (b) natural persons who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each

of those years, and who have (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

INCUMBENCY CERTIFICATE

Name of Corporation

State of Incorporation

The undersigned hereby certifies that the following persons are the duly elected directors and officers, respectively, of _____, a/an _____ corporation.

Director

Director

Director

Director

Director

Director

President

Vice President

Treasurer

Secretary

Dated effective _____, 20 _____

_____, a/an

_____ corporation

By: _____

Name: _____

Secretary

OFFICER'S CERTIFICATE

The undersigned, _____, hereby certifies that:

1. _____ is the _____ of _____, a/an _____ corporation ("Corporation"), and has personal knowledge of the matters set forth herein.
2. This Certificate is executed to evidence the approval and consent of the Corporation to purchase an interest in **SRRT Shakopee DST** (the "Investment").
3. The undersigned acknowledges that the Corporation is authorized to execute and deliver all documents relating to the Investment.
4. Pursuant to the organizational documents of the Corporation, the specific consent or approval of the Board of Directors of the Corporation is not necessary for the consummation of the Investment.
5. The undersigned acting alone has the authority, pursuant to the organizational documents of the Corporation, to execute all documents related to the Investment.
6. This Certificate may be relied upon by **SRRT Shakopee DST** and its affiliates.

Dated effective _____, 20____

By: _____

Name: _____

Title: _____

PURCHASE AGREEMENT

PURCHASE AGREEMENT OF SRRT SHAKOPEE DST

Up to \$5,200,000 of Beneficial Interests
Minimum Investment: \$100,000

THIS PURCHASE AGREEMENT (the “**Purchase Agreement**”) is made by and between **SRRT Shakopee DST**, a Delaware statutory trust (the “**DST**”) and the undersigned, with reference to the facts set forth below.

RECITALS

A. The DST acquired the real property known as Goodwill Shakopee located at 4450 12th Ave E, Shakopee, MN 55379 (the “**Property**”) from SRRT Properties, LP, a Delaware limited partnership (the “**Initial Beneficiary**”), through the contribution of a wholly-owned subsidiary, SRRT Shakopee, LLC, a Minnesota limited liability company, to the DST in exchange for 100% of the beneficial interests in the DST (the “**Interests**”).

B. The proceeds from this Offering will be used by the DST to return to the Initial Beneficiary its capital contribution (including the fees and expenses in connection with the acquisition of the Property and offering of the Interests), and to fund reserves.

C. The DST is offering (the “**Offering**”) to sell the Interests to certain qualified, accredited investors pursuant to that certain private placement memorandum, dated February 6, 2024 (as amended and supplemented from time to time, the “**Private Placement Memorandum**”).

D. The DST desires to sell and the undersigned desires to buy the Interests on the terms and conditions set forth in the Private Placement Memorandum. This sale will be made pursuant to the Private Placement Memorandum.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Purchase of Interests. The undersigned, intending to be legally bound, hereby irrevocably offers to purchase \$_____ worth of Interests in the DST, and agrees to pay such amount upon acceptance of this Purchase Agreement. The Interests are being purchased pursuant to the terms and conditions of the Private Placement Memorandum, receipt of which is hereby acknowledged. Terms not defined herein shall have the same meanings as in the Private Placement Memorandum.

2. Amount and Method of Payment. Payment for the Interests purchased hereunder is to be made by either wiring the funds from the qualified escrow account or by delivering to the DST at 900 North Third Street, Minneapolis, MN 55401, **a check made payable to “SRRT Shakopee DST”** for the aggregate purchase price of the Interests. The minimum amount of Interests that a prospective Investor completing an Internal Revenue Code section 1031 (“**Section 1031**”) tax-deferred exchange will be required to purchase is \$100,000, unless the DST waives such requirement. The minimum amount of Interests that a prospective Investor making a cash investment without a Section 1031 tax-deferred exchange will be required to purchase is \$100,000, unless the DST waives such requirement. If the purchase of an Interest is part of a Section 1031 tax-deferred exchange, payment shall be coordinated through the undersigned’s qualified intermediary who holds the undersigned’s exchange proceeds from the relinquished property.

3. Acceptance of Purchase. The undersigned understands and agrees that the DST, in its sole discretion, reserves the right to accept or reject this or any other offer to purchase for the Interests in whole or in part. If this offer to purchase is rejected in whole or in part, or if the DST terminates the Offering for any reason which it may do in its sole discretion, the DST will promptly return the applicable portion of the purchase price. This Purchase Agreement shall thereafter have no force or effect with respect to the rejected portion of the purchase of Interests.

4. Representations and Warranties of the DST. The DST hereby acknowledges, represents and warrants that:

(a) Status. The DST is a validly formed and existing statutory trust under the laws of the State of Delaware.

(b) Issuance. When issued, authenticated and delivered by the DST and paid for by the undersigned pursuant to the provisions of this Purchase Agreement and of the DST's Trust Agreement, as amended or restated from time to time (the "**Trust Agreement**"), the undersigned's Interests will be duly and validly issued and outstanding and entitled to the benefits provided by the Trust Agreement, except as such enforceability may be limited by the effect of (i) bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, and (ii) general principles of equity, whether enforcement is sought in a proceeding in equity or at law.

5. Representations and Warranties of the Undersigned. The undersigned hereby acknowledges, represents and warrants that:

(a) The Interests offered by the Private Placement Memorandum have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or under the laws of any state, and are being offered and sold in reliance on exemptions from the provisions of the Securities Act and applicable state law. The Interests have not been approved or disapproved by the Securities and Exchange Commission, any state securities commission or any other regulatory authority, nor have any of the foregoing authorities passed upon, or endorsed the merits of, the offering or the accuracy or adequacy of the Private Placement Memorandum. The undersigned hereby further acknowledges, represents and warrants that:

(i) the undersigned has received the Private Placement Memorandum, has carefully reviewed it and understands the information contained therein and information otherwise provided in writing by the DST relating to this investment;

(ii) the undersigned acknowledges that all documents, records and books pertaining to this investment (including, without limitation, the Private Placement Memorandum) have been made available for inspection to the undersigned or the undersigned's agents or advisors;

(iii) the undersigned, either directly or through advisors, has had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the DST concerning the Offering and, as the undersigned may deem necessary, to verify the information contained in the Private Placement Memorandum, and all questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

(iv) no oral or written representations have been made or oral or written information furnished to the undersigned or his or her advisor(s) in connection with the Offering that were in any way inconsistent with the information stated in the Private Placement Memorandum;

(v) the undersigned is not purchasing the Interests as a result of or subsequent to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

(vi) the undersigned meets one of the following tests and therefore qualifies as an "accredited investor":

(A) the undersigned is a natural person who has individual income in excess of \$200,000 in each of the two most recent years, or joint income with that person's spouse in excess of \$300,000 in each of these years, and has a reasonable expectation of reaching the same income level in the current year; or

(B) the undersigned is a natural person whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the undersigned's primary residence shall not be

included as an asset; (2) indebtedness that is secured by the undersigned's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the undersigned's acquisition of an Interest, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the undersigned's acquisition of an Interest exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the undersigned takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the undersigned's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; or

(C) the undersigned is a corporation, business or other irrevocable trust, partnership or limited liability company with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests;

(D) the undersigned is a trust, with total assets over \$5,000,000, not formed for the specific purpose of acquiring Interests, whose purchase is directed by a "sophisticated person," as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act;

(E) the undersigned is: (1) a broker-dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended; (2) an insurance company; (3) an investment company registered under the Investment Company Act of 1940, as amended, or a business development company (as defined in Section 2(a)(48) of the Investment Company Act of 1940, as amended); (4) a small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended; (5) a private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended); or (6) a bank as defined in Section 3(a)(2) of the Securities Act, 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, or any insurance company as defined in Section 2(13) of the Securities Act;

(F) the undersigned is an entity in which all of the equity owners are accredited investors as defined above in subparagraph (A) or (B); or

(G) the undersigned is an accredited investor for the reasons listed in the attached Investor Questionnaire.

(vii) the undersigned is not purchasing the Interests on behalf of any tax-exempt entity, including but not limited to any qualified employee pension or profit sharing trust, any individual retirement account, Simple 401k plan, annuity or charitable remainder trust;

(viii) the undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Interests will not cause the overall commitment to become disproportionate to the undersigned's net worth;

(ix) the undersigned has reached the age of majority, has adequate net worth and means of providing for the undersigned's current needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Interests for an indefinite period of time, has no need for liquidity in such investment and, at the present time, could afford a complete loss of such investment;

(x) the undersigned has the requisite knowledge and experience in financial and business matters so as to enable the undersigned to use the information made available to evaluate the merits and risks of an investment in the Interests and to make an informed decision;

(xi) the undersigned is acquiring the Interests solely for his or her own account as principal, for investment purposes only and not with a view to the resale or distribution thereof in whole or in part, and no other person has a direct or beneficial interest in the Interests purchased by the undersigned;

(xii) the undersigned will not sell or otherwise transfer his or her Interests without complying with all applicable laws and fully understands and agrees that he or she must bear the economic risk of his or her purchase for an indefinite period of time because, among other reasons, the Interests may not be readily transferable; and

(xiii) the undersigned's assets have not been the subject of any proceeding under any matter relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors ("**Creditor Rights Laws**") during the ten (10) years prior to the date hereof, nor has the undersigned sought the protection of any Creditor Rights Laws during the ten (10) years prior to the date hereof. The foregoing representation with regard to this paragraph is also applicable to the undersigned's affiliates which the undersigned owns or controls, including any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing, and further including any such entity in which the undersigned or its affiliate is an officer or director.

(b) The undersigned has reviewed the "Risk Factors" section of the Private Placement Memorandum and recognizes that the purchase of the Interests involves a number of significant risks and other factors relating to, among other things, the structure and objectives of the DST as described in the Private Placement Memorandum under the heading "Risk Factors" and that there can be no assurance that the DST will achieve its objectives. In addition, the undersigned acknowledges that:

(i) no federal or state agency has passed upon the adequacy of the information presented to the undersigned or made any finding or determination as to the fairness of this investment; and

(ii) there is no established market for the Interests and a public market for the Interests may never develop.

(c) **The undersigned understands that the DST has not obtained a specific Private Letter ruling from the Internal Revenue Service ("IRS") addressing the treatment of the Interests in this Offering for income tax purposes, including but not limited to whether an Interest is "of like kind" to real estate for purposes of Section 1031 or is "similar or related in service or use" to involuntarily converted property of the undersigned for purposes of Internal Revenue Code section 1033 ("Section 1033"). In addition, the undersigned understands that the tax consequences of an investment in the Interests, especially the qualification of the transaction under Section 1031 or Section 1033 of the Code and the related rules, are complex and vary with the facts and circumstances of each individual. Therefore, the undersigned represents and warrants that he or she: (1) has independently obtained advice from legal counsel and/or accountants about a tax-deferred exchange under Section 1031 or a conversion under Section 1033 and applicable state laws, including, without limitation, whether the acquisition of an Interest may qualify as part of a tax-deferred exchange or involuntary conversion, and he or she relying on such advice; (2) understands that the DST has not obtained a ruling from the IRS addressing the treatment of the Interests in this Offering for income tax purposes, including but not limited to whether an Interest is "of like kind" to real estate for purposes of Section 1031 or is "similar or related in service or use" to involuntarily converted property of the undersigned for purposes of Section 1033; and (3) understands that the tax consequences of an investment in an Interest, especially the treatment of the transaction under Section 1031 and the related Section 1031 exchange rules, or under Section 1033 and its underlying rules, are complex and vary with the facts and circumstances of each individual Investor.**

(d) If the undersigned is purchasing the Interests in a representative or fiduciary capacity, e.g., serving as a qualified intermediary, the representations and warranties contained herein (and in any other written statement or document delivered to the DST in connection herewith) shall be deemed to have been made on behalf of the person or persons for whom the Interests are being purchased.

(e) All information furnished to the DST by the undersigned is correct and complete as of the date of this Purchase Agreement, and the undersigned will immediately furnish revised or corrected information to the DST if there should be any material change in this information prior to the DST completing the Offering.

(f) Within five days after receipt of a request from the DST, the undersigned hereby agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and ordinances to which the DST is subject.

(g) The undersigned has not distributed the Private Placement Memorandum to anyone other than his or her advisors, if any, and no one other than the undersigned and his or her advisors, if any, has used the Private Placement Memorandum for any purpose.

(h) The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the DST in any other written statement or document delivered in connection with the Offering shall be true and correct in all respects on and as of the date the purchase is accepted as if made on that date. If more than one person is signing this Purchase Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

6. Additional Representations and Warranties – Section 1031 Exchanges. **The following additional representations and warranties apply only to those Investors purchasing Interests as part of a Section 1031 tax-deferred exchange.**

(a) The undersigned hereby acknowledges, represents and warrants that:

(i) The undersigned's rights under this Purchase Agreement may be assigned to his, her or its qualified intermediary (the "**Qualified Intermediary**") for the purpose of completing a Section 1031 exchange.

(b) The DST hereby acknowledges, represents and warrants that:

(i) It is the intent of the undersigned to effect a Section 1031 tax-deferred exchange, which will not delay the closing or cause additional expense to the DST.

(ii) The DST will reasonably cooperate with the undersigned and his, her or its Qualified Intermediary in a manner necessary to complete the Section 1031 tax-deferred exchange.

7. Additional Information. The undersigned hereby acknowledges and agrees that the DST may make such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned.

8. Authorization of Credit/Background Check – Release of Information. The undersigned releases to the DST and those third party vendors retained to conduct credit and background evaluations in accordance with the questions contained in the Investor Questionnaire (the "**Vendors**") any information regarding the undersigned's employment status, bank account records, mortgage or other current or prior credit, collection accounts, rental history, state and federal tax liens, state and federal crimes, state and federal civil litigation and bankruptcy, and state and county UCC (Uniform Commercial Code) searches. As part of such authorization, the undersigned hereby authorizes the DST's release of such information to the Vendors. This information is for the confidential use of the DST and the Vendors only and I understand and agree that a review of my credit report is necessary to determine my current offsetting liabilities. This credit inquiry will not impact your credit score.

9. Indemnification Generally. The undersigned agrees to indemnify and hold harmless the DST and the DST's Signatory Trustee and their respective officers, directors, employees, beneficiaries, trustees, and agents (the "**Indemnified Parties**") against any and all loss, liability, claim, damage and expense whatsoever (including reasonable attorneys' fees) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein, or in any other document

furnished by the undersigned 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 Indemnified Parties in investigating, preparing or defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents the undersigned has furnished to any of the foregoing in connection with this transaction.

10. Waiver of Conflicts of Interest. The undersigned acknowledges that the DST, the Initial Beneficiary, and SR DST Trustee, LLC, a Minnesota limited liability company (the "**Signatory Trustee**"), are affiliates of one another and intend to acquire additional properties similar to the Property that may compete with the Property, may engage for their own account or for the account of others other business ventures, may have obligations to other entities, will receive (in the case of the Signatory Trustee) compensation for services rendered regardless of whether distributions are paid to Investors of the Interests, share legal representation among themselves, and have not negotiated the agreements and arrangements among themselves at arm's-length. The undersigned further acknowledges and agrees that although such conflicts and others that may arise could materially and adversely affect the Property and the undersigned's investment in the Interests, that it waives any past, present, or potential future conflict of interest arising between or related to the DST, the Initial Beneficiary, the Signatory Trustee, and their respective affiliates, officers, directors, employees, beneficiaries, trustees, and agents.

11. Patriot Act Compliance. As a material condition of investing in the DST, and without limiting the other provisions of this Subscription Agreement, each Subscriber represents, warrants, covenants and agrees with, and certifies to, the DST as follows (collectively, the "**Patriot Act Compliance Provisions**"):

(a) The undersigned, and any direct or indirect beneficial owner of the undersigned, has not committed any Patriot Act Offense. "**Patriot Act Offense**" means any violation of any of the following (collectively, "**Applicable Laws**") (a) the Patriot Act;¹ or (b) the federal criminal laws of the United States of America or the state criminal laws of any state or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of such states, relating to terrorism or the laundering of monetary instruments; or (c) the requirements of any Executive Order² or OFAC (Office of Foreign Assets Control) Laws and Regulations;³ or (d) crimes of conspiracy to commit, or aiding and abetting another to commit, any Patriot Act Offense.

(b) **Legal Source of Funds:** The funds invested by the undersigned in the DST, and all funds received, directly or indirectly, by the undersigned from any direct or indirect beneficial owner of the undersigned, are derived from legal sources and without violation of Applicable Laws.

(c) **Identity of the Undersigned:** The undersigned, and any direct or indirect beneficial owner of the undersigned, (i) is not listed on any Governmental Lists,⁴ or a person who acts for or on behalf of, any person, group

¹ "Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107 56 (October 26, 2001), as the same may be amended from time to time, and corresponding provisions of future laws.

² "Executive Order" means any Presidential Executive Orders, including, without limitation, Presidential Executive Order No. 13224 (September 24, 2001).

³ "OFAC Laws and Regulations" means any lists, laws, rules, sanctions and regulations maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, including the Trading with the Enemy Act, 50 App. U.S.C. § 1 et seq., as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. § 1 Working Interest 1 et seq., as amended from time to time, the un repealed provisions of the Iraqi Sanctions Act, Publ. L. No. 101 513, United Nations Participation Act, 22 U.S.C. § 287c et seq., as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349aa 9 et seq., as amended from time to time, The Cuban Democracy Act, 22 U.S.C. § 6001 et seq., as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 22 U.S.C. § 6021 et seq., as amended from time to time, The Antiterrorism and Effective Death Penalty Act, 8 U.S.C. § 1189 et seq., and The Foreign Narcotics Kingpin Designation Act, 21 U.S.C. § 1901 et seq., as amended from time to time.

⁴ "Governmental Lists" means (1) the SDN List (Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, as such list is amended from time to time), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties

or entity on the Governmental Lists; or (ii) is not a person who has been determined by competent authority to be subject to the prohibitions contained in any Executive Orders, including without limitation being a person designated under Section 1(b), (c) or (d) of Executive Order 13224; or (iii) is not and has not in the past been under investigation by any governmental authority for, or has been charged with or convicted of, any Patriot Act Offense, or assessed civil penalties under Applicable Laws or related laws, or subject to seizure or forfeiture of its funds in any action under Applicable Laws or related laws.

(d) **Prohibited Activities:** The undersigned, and any direct or indirect beneficial owner of the undersigned, has not been, and will not in the future be (i) a person who is located in a country with which dealings are prohibited or restricted by the United States federal government; (ii) dealing in a prohibited manner with a country or person or entity in a country with which dealings are prohibited or restricted by the United States government; or (iii) a person who commits a Patriot Act Offense.

(e) **Consent to Disclosure of Information:** The undersigned consents to the DST performing a search of applicable Governmental Lists prior to acceptance of any purchase agreement for Interests, which search may be performed by a third party. The undersigned shall provide to the DST prior to acceptance of its subscription, and from time to time thereafter as requested by the DST, all information reasonably required by the DST to establish compliance with these Patriot Act Compliance Provisions.

(f) **Notice of Violation:** The undersigned shall immediately notify the DST in writing of the relevant facts and circumstances if any representation or warranty set forth in these Patriot Act Compliance Provisions is no longer true or accurate in any respect, including becoming a person who is listed on any of the Governmental Lists, or who has become a designated person pursuant to any of the Executive Orders, or who is under investigation by any governmental entity for or has been charged with or convicted of, any Patriot Act Offense.

(g) **Further Restriction on Transfers:** Without limiting any provisions in the Declaration of Trust or other governing document of the DST, it is further agreed that no transfer of any direct or indirect interest in the DST, or of the equity or other beneficial ownership interests in any undersigned that is an entity, shall be effective until the transferee has provided a written certification by the transferee to the DST that the transferee shall be bound by, subject to and shall comply with all of the Patriot Act Compliance Provisions set forth in this Section.

(h) **Indemnification and Consequences of Breach:** The undersigned acknowledges that the undersigned understands the meaning and legal consequences of the representations, warranties and covenants of these Patriot Act Compliance Provisions set forth in this Section, and understands that the DST has relied upon such representations, warranties and covenants, in connection with any sale of Interests pursuant thereto and the undersigned hereby agrees to indemnify and hold harmless the DST, the Trustees and their affiliates and their officers, managers, controlling persons, agents and employees, from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation, warranty or covenant made by the undersigned herein (including losses, damages or liabilities under agreements with lenders or mezzanine financiers to and/or equity partners). Without limiting the foregoing, in the event of a breach by the undersigned (or its successors and assigns) of any of the representations, warranties, covenants and agreements set forth in these Patriot Act Compliance Provisions, the DST shall have, in addition to and without limiting all of the rights and remedies otherwise available at law or in equity, the right to purchase undersigned's Interests for cash at a purchase price equal to the lesser of (a) 70% of the purchase price of an Interest and (b) 70% of the NAV of such Interests (as determined in its sole discretion by the Signatory Trustee), regardless of the current fair value of the Interests or the DST's assets.

(i) **Acknowledgement of Terms:** The undersigned understands and acknowledges that these Patriot Act Compliance Provisions are fair and reasonable in light of the DST's business and operation, and that they (i) are a material condition precedent of the DST's acceptance of undersigned's subscription; (ii) are in addition to the other

maintained by the United States Department of State, (4) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the OFAC Laws and Regulations, (5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America, and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Governmental Lists may be updated from time to time.

representations, warranties, covenants and agreements set forth in this Subscription Agreement (and to the extent of a conflict, the terms of these Patriot Act Compliance Provisions shall control); (iii) shall survive the DST's acceptance of the undersigned's subscription; and (iv) shall be binding upon the undersigned's successors and assigns.

12. Irrevocability; Binding Effect. The undersigned hereby acknowledges and agrees that, except as provided under applicable state law, the purchase hereunder is irrevocable and may not be canceled, terminated or revoked and that this Purchase Agreement shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

13. Modifications. Neither this Purchase Agreement nor any provision hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

14. Notices. Any notice, demand or other communication that any party hereto may be required, or may elect, or give to any other party hereunder shall be sufficiently given if: (1) deposited, postage prepaid, in a United States mailbox, stamped registered or certified mail, return receipt requested, or with an established and reputable overnight delivery service, addressed to SRRT Shakopee DST, 900 North Third Street, Minneapolis, MN 55401, or to the undersigned Investor at the address set forth on the signature page of the Investor Questionnaire or such other address as the parties may agree; or (2) delivered personally at such address.

15. Counterparts; Signatures. This Purchase Agreement, the related Investor Questionnaire and supporting documents may be executed and delivered (including by facsimile transmission or portable document format (PDF)) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Purchase Agreement, Investor Questionnaire or other document, as applicable.

16. Entire Agreement. This Purchase Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein. The undersigned acknowledges that it participated in, or had the meaningful opportunity to participate in, the negotiation and drafting of this Purchase Agreement. In the event an ambiguity or question of intent or interpretation arises, the undersigned agrees that this Purchase Agreement shall be construed to be the product of meaningful negotiations between the undersigned and the DST, and no presumption or burden of proof shall arise favoring or disfavoring either one of them by virtue of the authorship of any of the provisions of this Purchase Agreement.

17. Severability. Each provision of this Purchase Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

18. Assignability. This Purchase Agreement is not transferable or assignable by the undersigned except to a qualified intermediary in the case of a Section 1031 tax-deferred exchange.

19. Applicable Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota as applied to residents of that state executing contracts wholly to be performed in that state.

20. Choice of Jurisdiction. The undersigned agrees that any action or proceeding arising, directly, indirectly, or otherwise, in connection with, out of, or from this Purchase Agreement, and breach or threatened breach thereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within Hennepin County, Minnesota. The parties further agree that any such action for relief whatsoever in connection with this Purchase Agreement shall be commenced exclusively in the United States federal or state courts, or if the parties agree before an arbitral body, located within Hennepin County, Minnesota.

21. Reimbursement. If any action or other proceeding, other than arbitration, is brought to enforce this Purchase Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Purchase Agreement, the successful or prevailing party or parties shall be entitled to recover

reasonable attorneys' fees and other costs incurred in the action or proceeding in addition to any other relief to which they may be entitled.

22. Certificates of Non-Foreign Status. Under penalties of perjury, the undersigned declares that, to the best of his or her knowledge and belief the following statements are true, correct and complete: (1) the undersigned is not a foreign person for purposes of U.S. income taxation (i.e., he or she is not a nonresident alien, nor executing this document as an officer of a foreign corporation, as a partner in a foreign partnership, or as a fiduciary of a foreign employee benefit plan, foreign trust or foreign estate); (2) that the following information contained elsewhere in the Purchase Agreement or the Investor Questionnaire is true, correct and complete: the U.S. taxpayer identification number (i.e., social security number), and the home address; and (3) that the undersigned agrees to inform the DST promptly if the undersigned becomes a nonresident alien (in the case of an individual) or other foreign person (in the case of an entity) during the three years immediately following the date hereof.

23. Certification regarding Securities Laws. By signing below, the undersigned certifies that he or she has read and understands the following additional considerations:

The Interests have not been approved or disapproved by the Securities and Exchange Commission, or any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this Offering or the accuracy or adequacy of the Private Placement Memorandum. Any representation to the contrary is unlawful. The Interests offered hereby are subject to investment risk, including the possible loss of principal.

[Remainder of the Page Intentionally Left Blank]

I (we) acknowledge and agree to all of the representations and warranties contained in this Purchase Agreement.

DST

INVESTOR

Executed this ____ day of _____, 20__

Executed this ____ day of _____, 20__
(Date must be completed.)

**SRRT Shakopee DST, a Delaware
Statutory Trust**

If a natural person:

By: SR DST Trustee, LLC, a
Minnesota limited liability company
Its: Signatory Trustee

Signature: _____

Name: _____

(If Joint Ownership: to be signed by joint owner.)

By: _____

Signature: _____

Name: Steven G. Norcutt, its President

Name: _____

If not a natural person:

Name of
Trust/Entity: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

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