

---

**CHANGE OF OWNERSHIP/APPLICATION FOR TRANSFER FORM**

---

THIS CHANGE OF OWNERSHIP/APPLICATION FOR TRANSFER FORM may be used to transfer shares of common stock ("Shares") of Resource Real Estate Opportunity REIT, Inc. (the "Company"). **Please read the following important instructions and notices before completing this Form.**

**INSTRUCTIONS**

- 1. The term transferor means the seller or sellers of the Shares. The term transferee is the party or parties to whom the Shares are to be transferred.**
- 2. If the transfer is due to death, enclose the original death certificate, or a certified copy with an original Medallion signature guarantee. If there is an executor of the estate, enclose a copy of the letters of administration or court appointment of the executor dated within 90 days of the submission of this form.**
- 3. If this account involves a custodian, forward this form to the custodian for its signature with instructions to return it to the Company as indicated below.**
- 4. Please Send To: Resource Real Estate, Inc., P.O. Box 219169, Kansas City, MO 64121-9169. If you have any questions, please call (866) 469-0129.**

**NOTICES**

1. Shares may be transferred only by the record owner or by its duly authorized agent or attorney upon (a) completion of forms obtained from the Company, (b) due execution and delivery of such forms and other documents to the Company as the Company may require, and (c) payment in full for the Shares and any applicable transfer tax. The transfer of Shares is subject to all the limitations and restrictions contained in the Company's charter and bylaws, both as amended and restated, and compliance with applicable state and federal securities laws.
2. No purchase of Shares shall be made unless the purchaser has either (a) a minimum net worth (exclusive of home, home furnishings and personal automobiles) of at least \$250,000 or (b) a minimum net worth (as previously described) of at least \$70,000 and a minimum annual gross income of at least \$70,000, and, if applicable, meets the higher net worth and gross income requirements imposed by the purchaser's state of primary residence as set forth in the current Prospectus under "Suitability Standards" or any supplement to the Prospectus.
3. With the exception of transfers by gift, transfers by inheritance, intrafamily transfers, family dissolutions, transfers to affiliates and transfers by operation of law (in each case without consideration paid), no transfer or assignment of Shares may be made (a) of less than \$2,500 in Shares (unless all Shares of transferor are transferred) or (b) if, as a result of such transfer, the transferor (other than a transferor transferring all of such transferor's Shares) will retain less than \$2,500 in Shares.
4. No transfer or assignment of any Shares may be made if counsel for the Company is of the opinion that such transfer or assignment would be in violation of any federal or state securities or "Blue Sky" laws (including investment suitability standards) applicable to the Company or in violation of the Company's charter.
5. No transfer or assignment of any Shares may be made unless the transferee has paid all reasonable expenses connected with such transfer.
6. The Company shall recognize any transfer of Shares properly made as of the close of business on the date recorded by the Company's transfer agent on the books of the Company. Until such time as the properly completed written instrument of transfer and all other required documentation has been received by the Company and recorded on its books, the Company shall be entitled to treat the transferor of such Shares as the absolute owner thereof in all respects and shall incur no liability for distributions made in good faith to such transferor.
7. A transfer of Shares will terminate the transferor's participation in the Company's distribution reinvestment plan with respect to such transferred Shares as of the date the transfer is accepted by the Company.
8. The Company will furnish information about the restrictions on transferability of these shares that, under Maryland law, would otherwise have been required to appear on the Company's share certificates that will be furnished to any transferor or transferee on request and without charge. Please mail or deliver such requests to: **Resource Real Estate, Inc., P.O. Box 219169, Kansas City, MO 64121-9169. If you have any questions, please call (866) 469-0129.**



## TRANSFEROR TRANSFER FORM

THIS TRANSFEROR TRANSFER FORM may be used by any current investor in Resource Real Estate Opportunity REIT, Inc. (the "Company") to transfer shares of common stock ("Shares") of the Company.

**Please Send To: Resource Real Estate, Inc., P.O. Box 219169, Kansas City, MO 64121-9169. If you have any questions, please call (866) 469-0129.**

### 1. INVESTOR INFORMATION

Investor Name		<input type="text"/>	
SSN/Tax ID	<input type="text"/> — <input type="text"/> — <input type="text"/>	Date of Birth	<input type="text"/> — <input type="text"/> — <input type="text"/>
Investor Name		<input type="text"/>	
SSN/Tax ID	<input type="text"/> — <input type="text"/> — <input type="text"/>	Date of Birth	<input type="text"/> — <input type="text"/> — <input type="text"/>

### 2. SHARE TRANSFER/MINIMUM RETAINED INVESTMENT

**PLEASE NOTE:** With the exception of transfers by gift, transfers by inheritance, intrafamily transfers, family dissolutions, transfers to affiliates and transfers by operation of law (in each case without consideration paid), no transfer or assignment of Shares may be made (a) of less than \$2,500 in Shares (unless all Shares of transferor are transferred) or (b) if, as a result of such transfer, the transferor (other than a transferor transferring all of such transferor's Shares) will retain less than \$2,500 in Shares.

Check this box if the transfer is a transfer (in each case without consideration paid) by gift, transfer by inheritance, intrafamily transfer, family dissolution, transfer to an affiliate or transfer by operation of law.

Number of Shares Subject to this Transfer: \_\_\_\_\_

Number of Shares Retained by Transferor: \_\_\_\_\_

### 3. SHARE TRANSFER

FOR VALUE RECEIVED, the undersigned (*insert the transferor(s) name(s) exactly as title is held to the Shares being transferred*), (*Transferor's name*) \_\_\_\_\_ and whose Social Security or Taxpayer Identification Number(s) is/are (*SSN/Tax ID*) \_\_\_\_\_, hereby sells, assigns and transfers unto (*name[s]*) (*Transferee's name*) \_\_\_\_\_ and whose Social Security or Taxpayer Identification Number(s) is/are (*SSN/Tax ID*) \_\_\_\_\_, an aggregate of \_\_\_\_\_ Shares of the Company.

### 4. TRANSFEROR ACKNOWLEDGEMENT AND AGREEMENT AND SIGNATURES (TO BE COMPLETED BY ALL TRANSFERORS)

By executing this Form, the undersigned transferor(s) ("the Transferor") represents and warrants that the transfer effected hereby is made in accordance with all applicable federal and state securities laws and regulations. The signature(s) on this Form must correspond with the name(s) in which the transferor(s) holds the transferred Shares without any alteration or change whatsoever.

The undersigned Transferor, in connection with the undersigned's request to transfer Shares in the Company, hereby represents and warrants to the Company that the following statements are true:

1. The Transferor has completed all forms required by the Company.
2. The Transferor acknowledges that the Shares were originally purchased for long-term investment.
3. The Transferor has agreed upon the requested transfer and agrees that neither the Company nor the Dealer Manager for the public sale of Shares by the Company shall be responsible for any loss incurred by Transferor as a result of such transfer.
4. The Transferor understands that the transfer may be made only in compliance with the Company's charter and bylaws, both as amended and restated (including the requirements and restrictions described in the Notices section above), and will not be effective if not in compliance therewith.
5. The transfer of the Shares by the Transferor has been made in accordance with all applicable laws and regulations.



**4. TRANSFEROR ACKNOWLEDGEMENT AND AGREEMENT AND SIGNATURES (TO BE COMPLETED BY ALL TRANSFERORS) (continued)**

IN WITNESS WHEREOF, the undersigned has/have executed this Transferor Transfer Form as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<b>X</b>		
Signature of Transferor	Printed Name of Transferor	Date

\_\_\_\_\_  
*Place Medallion Stamp Here*

<b>X</b>		
Signature of Joint Transferor, if applicable	Printed Name of Joint Transferor, if applicable	Date

\_\_\_\_\_  
*Place Medallion Stamp Here*

---

**ALL SIGNATURES MUST BE GUARANTEED BY A MEMBER OF AN APPROVED MEDALLION SIGNATURE GUARANTEE PROGRAM**

---



## TRANSFEEE TRANSFER FORM

THIS TRANSFEEE TRANSFER FORM may be used by any current investor in Resource Real Estate Opportunity REIT, Inc. (the "Company") to acquire shares of common stock ("Shares") of the Company.

**Please Send To: Resource Real Estate, Inc., P.O. Box 219169, Kansas City, MO 64121-9169. If you have any questions, please call (866) 469-0129.**

### 1. TRANSFEEE INFORMATION

Investor Name

SSN/Tax ID  —  —       Date of Birth  —  —

Investor Name

SSN/Tax ID         Date of Birth  —  —

Street Address

City       State       Zip Code

Mailing Address (if different than above)

City       State       Zip Code

Phone (day)  —  —       Phone (evening)  —  —

Email

(Please Check)  U.S. Citizen       U.S. Citizen Residing Outside of U.S.       Foreign Citizen, Country

(Check One)  Calendar Year Taxpayer       Fiscal Year Taxpayer

### 2. SHARE TRANSFER/MINIMUM RETAINED INVESTMENT

**PLEASE NOTE:** With the exception of transfers by gift, transfers by inheritance, intrafamily transfers, family dissolutions, transfers to affiliates and transfers by operation of law (in each case without consideration paid), no transfer or assignment of Shares may be made (a) of less than \$2,500 in Shares (unless all Shares of transferor are transferred) or (b) if, as a result of such transfer, the transferor (other than a transferor transferring all of such transferor's Shares) will retain less than \$2,500 in Shares.

Check this box if the transfer is a re-sale of shares. If so, please indicate the purchase price per share: \_\_\_\_\_.

Check this box if the transfer is a transfer (in each case without consideration paid) by gift, transfer by inheritance, intrafamily transfer, family dissolution, transfer to an affiliate or transfer by operation of law.

Number of Shares Subject to this Transfer: \_\_\_\_\_

Transferee's (IRA Beneficiary's) State of Sale/Transfer: \_\_\_\_\_

Check here if this is a transfer of ALL full and fractional shares.

**3. INVESTMENT TYPE (CHECK ONE BOX ONLY)**

**Non-Qualified**

- Tenants-in-Common<sup>(1)</sup>
- Joint Tenants with Right of Survivorship<sup>(1)</sup>
- Individual
- Trust<sup>(2)</sup>
- Partnership<sup>(2)</sup>
- Uniform Gift to Minors Act: State of
- Uniform Transfer to Minors Act: State of
- C Corporation<sup>(2)</sup>
- S Corporation<sup>(2)</sup>
- Community Property<sup>(1)</sup>
- Limited Liability Company<sup>(2)</sup>
- Other:

**Qualified\***

- Traditional (Individual) IRA
- Simple IRA
- SEP IRA
- ROTH IRA
- Beneficial as Beneficiary for:
- Pension or Profit Sharing Plan<sup>(2)</sup>
- KEOGH Plan<sup>(2)</sup>
- Other:

**Custodian/Trustee Information – To be completed by custodian**

Name of Custodian:

Address

City  State  Zip

Telephone #:  
 —  —

Custodian Tax ID #:

Custodian Account #:

\* See "ERISA Considerations" in the Prospectus for a discussion of risks related to an investment in shares by certain tax-exempt or tax-deferred plans.

(1) All parties must sign.

(2) Enclose supporting documents (see notes below).

NOTE TO CORPORATIONS: Please attach a copy of the corporate resolution to purchase shares in the Company and articles of incorporation and by-laws, as amended.

NOTE TO PARTNERSHIPS: Please attach a copy of the current partnership agreement, as amended.

NOTE TO TRUSTS: Please attach a copy of the instrument creating the trust, as amended.

NOTE TO ESTATES: Please attach a copy of the will and current letters testamentary.

NOTE TO LIMITED LIABILITY COMPANIES: Please attach a copy of the resolution to purchase and articles of organization and operating agreement, as amended.

**4. DISTRIBUTION INFORMATION (CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS)**

If you select more than one option you must indicate the percentage of your distribution to be applied to each option and the sum of the allocations must equal 100%. A minimum of 20% is required to participate in the Distribution Reinvestment Plan.

- |  | <u>% of Distribution</u> |
|--|--------------------------|
| <input type="checkbox"/> I prefer to participate in the Distribution Reinvestment Plan, as described in the Prospectus.*                             | _____                    |
| <input type="checkbox"/> Send distributions via check to investor's home address (or for Qualified Plans to the address listed in Section 3 above).  | _____                    |
| <input type="checkbox"/> Send distributions via check to alternate payee listed here (not available for Qualified Plans without custodial approval). | _____                    |

Name

Address

City

State

Zip Code

Account Number

- |   | <u>% of Distribution</u> |
|---|--------------------------|
| <input type="checkbox"/> <b>Direct Deposit (Attach Voided Check)</b> I authorize Resource Real Estate Opportunity REIT, Inc. or its agent (collectively, "RRE") to deposit my distributions in the checking or savings account identified below. This authority will remain in force until I notify RRE in writing to cancel it. In the event that RRE deposits funds erroneously into my account, RRE is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit. | _____                    |

Checking  Savings

Financial Institution Name:

ABA/Routing Number:

Accounting Number:

Signature of Account Owner:

\* If you elect to participate in the Distribution Reinvestment Plan, you agree that if at any time you fail to meet the minimum income and net worth standards established for the Company or cannot make the other investor representations or warranties set forth in the Prospectus or listed in item 6 of this agreement, you will promptly notify the Company in writing of that fact.

**5. BROKER-DEALER AND REGISTERED REPRESENTATIVE INFORMATION**

**TO BE COMPLETED BY BROKER-DEALER OR REGISTERED INVESTMENT ADVISOR**

The Investor's registered representative ("Registered Representative") of a participating broker-dealer ("Broker-Dealer") or an authorized representative of the Investor's Registered Investment Advisor ("Registered Investment Advisor"), as applicable, must sign below to complete the transfer. The Registered Representative hereby warrants that he or she and the Broker-Dealer are duly licensed and may lawfully sell shares of common stock in the state designated as the Investor's legal residence. The Registered Investment Advisor represents that such advisor is either registered under the Investment Advisers Act of 1940 or exempt from registration. The Broker-Dealer or Registered Investment Advisor agrees to maintain records of the information used to determine that an investment in shares is suitable and appropriate for the Investor for a period of six years. The undersigned confirms by his or her signature that the Broker-Dealer or Registered Investment Advisor (i) has reasonable grounds to believe that the information and representations concerning the Investor identified herein are true, correct and complete in all respects; (ii) has discussed such Investor's prospective purchase of shares with such Investor; (iii) has advised such Investor of all pertinent facts with regard to the liquidity and marketability of the shares and other fundamental risks related to the investment in the shares; (iv) has delivered the Prospectus to such Investor; (v) has reasonable grounds to believe that the Investor is purchasing these shares for his or her own account; and (vi) has reasonable grounds to believe that the purchase of shares is a suitable investment for such Investor, that such Investor meets the suitability standards applicable to such Investor as set forth in the Prospectus, and that such Investor is in a financial position to enable such Investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto. I understand this Transferee Transfer Form is for Resource Real Estate Opportunity REIT, Inc.

Name of Registered Representative/authorized representative

CRD/IARD Number (if applicable)

Signature of Registered Representative/authorized representative

Phone Number

 —  — 

Facsimile Number

 —  — 

Email Address

Representative's Street Address:

Company Name (if other than Broker-Dealer or RIA Name)

Representative's City:

Name of Broker-Dealer/RIA

State:

Zip Code:

Broker-Dealer CRD Number/RIA IARD Number

Broker-Dealer/RIA Email Address

**6. TRANSFEREE SIGNATURES (TO BE COMPLETED BY ALL TRANSFEREES)**

Please carefully read and separately initial each of the representations below for items 1-5. Only sign items 6-8 if applicable. Except in the case of fiduciary accounts, you may not grant any person a power of attorney to make such representations on your behalf. In order to induce the Company to accept this subscription, I hereby represent and warrant to you as follows:

**Initials**

- |  |   |   |
|--|---|---|
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 1. I have received the Prospectus for the Company at least five business days before signing this agreement.  |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 2. I have (i) a minimum net worth (exclusive of home, home furnishings and personal automobiles) of at least \$250,000 or (ii) a minimum net worth (as previously described) of at least \$70,000 and a minimum annual gross income of at least \$70,000, and, if applicable, I meet the higher net worth and gross income requirements imposed by my state of primary residence as set forth in the Prospectus under "Suitability Standards." I will not purchase additional shares unless I meet the applicable suitability requirements set forth in the Final Prospectus at the time of purchase. |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 3. I acknowledge that there is no public market for the shares and, thus, my investment in shares is not liquid.  |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 4. I am purchasing the shares for my own account.   |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 5. I acknowledge that I will not be admitted as a stockholder until my investment has been accepted. The acceptance process includes, but is not limited to, reviewing the Transferee Transfer Form for completeness and signatures, conducting an Anti-Money Laundering check as required by the USA Patriot Act and payment of the full purchase price of the shares.   |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 6. If I am a Kansas resident, I acknowledge that it is recommended by the office of the Kansas Securities Commission that Kansas investors not invest, in the aggregate, more than 10% of their liquid net worth in this and similar direct participation investments. Liquid net worth is defined as that portion of net worth that consists of cash, cash equivalents and readily marketable securities.  |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 7. If I am an Iowa resident, I have (i) a minimum net worth (exclusive of home, home furnishings and personal automobiles) of at least \$350,000 or (ii) a minimum net worth (as previously described) of at least \$100,000 and a minimum annual gross income of at least \$70,000.  |
| <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(owner)</div> | <div style="border: 1px solid black; width: 60px; height: 20px; margin-bottom: 5px;"></div> <div style="font-size: 8px; text-align: center;">(co-owner, if any)</div> | 8. If I am an Alabama resident, I have a liquid net worth of at least 10 times my investment in the Company and its affiliates.   |

The Company will send you confirmation of your purchase upon acceptance of your subscription.

**Taxpayer Identification Number Certification – Check the first box below pursuant to its instructions, unless you are a foreign investor or you are investing as a U.S. grantor trust.**

**Note: If there is a change in circumstances which makes any of the information provided by you in your certification below incorrect, then you are under a continuing obligation so long as you own shares in the Company to notify the Company and furnish the Company a new certificate within thirty (30) days of the change.**

**Under penalties of perjury, I certify that:**

- (1) the number provided in this agreement is my correct "TIN" (i.e., social security number or employer identification number);
- (2) I am not subject to backup withholding because (a) I am exempt from backup withholding under §3406(g)(1) of the Internal Revenue Code and the related regulations, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. person (which includes U.S. citizens, resident aliens, entities or associations formed in the U.S. or under U.S. law, and U.S. estates and trusts other than grantor trusts.)

**Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.**

**Foreign Investor.** I have provided the Company with the appropriate Form W-8 certification or, if a joint account, each joint account owner has provided the Company the appropriate Form W-8 certification, and if any one of the joint account owners has not established foreign status, that joint account owner has provided the Company with a certified TIN.

**U.S. Grantor Trusts.** Under penalties of perjury, I certify that:

- (1) the trust designated as the Investor on this agreement is a United States grantor trust which I can amend or revoke during my lifetime;
- (2) under subpart E of subchapter J of the Internal Revenue Code (check only one of the boxes below):
  - (a) 100% of the trust is treated as owned by me;
  - (b) the trust is treated as owned in equal shares by me and my spouse; or
  - (c) \_\_\_\_% of the trust is treated as owned by \_\_\_\_\_, and the remainder is treated as owned \_\_\_\_% by me and \_\_\_\_% by my spouse); and
- (3) each grantor or other owner of any portion of the trust as certified by me in (2)(a), (b) or (c) above, has provided the Company with the appropriate Form W-8 or Form W-9 certification.

**Note: If you check the box in (2)(c), you must insert the information called for by the blanks.**

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

IN WITNESS WHEREOF, I have executed this execution page this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**X**  
Signature of Investor

**X**  
Signature of Joint Investor or, for Qualified Plans, of Trustee/ Custodian, if applicable

Place Medallion Stamp Here  
\_\_\_\_\_  
Printed Name of Investor

\_\_\_\_\_  
Printed Name of Joint Investor or, for Qualified Plans, of Trustee/ Custodian, if applicable

Place Medallion Stamp Here

**ALL SIGNATURES MUST BE GUARANTEED BY A MEMBER OF AN APPROVED MEDALLION SIGNATURE GUARANTEE PROGRAM**