



REDEMPTION REQUEST FORM

THIS REDEMPTION REQUEST FORM may be used by any current living investor(s) (an "Investor") or the estate of a deceased Investor (a "Deceased Investor") in Resource Real Estate Opportunity REIT, Inc. (the "Company") that is eligible to have their Company shares (the "Shares") redeemed by the Company pursuant to the Company's Share Redemption Program. Please refer to the description of the Company's Share Redemption Program (the "SRP") contained in the Company's prospectus.

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

1. INVESTOR 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

Account Number

Status of the Investor

Indicate the current status of the Investor to which this form relates:

- The Investor is currently living and has held his/her/its/their Shares for at least one year.
- The Investor is a Deceased Investor who has died prior to the date this form is received by the Company.
- The Investor has developed a Qualifying Disability (as defined in the SRP).
- The Investor has been confined to a long-term care facility (as defined in the SRP).

2. DISCLOSURE REGARDING THE SHARE REDEMPTION PROGRAM

Redemption by living Investors:

Prior to the time that the Shares of the Company are listed on a national securities exchange, Investors who have held their Shares for at least one year may present for redemption all or a portion of their Shares to the Company. At that time, the Company may, subject to the conditions and limitations stated in the Company's prospectus, the SRP and applicable law, redeem the Shares presented for redemption for cash to the extent that the Company has sufficient funds available to fund such redemption.

- Prior to the time the Company establishes an estimated value per share, the purchase price for the redeemed Shares will equal the amount by which (a) the lesser of (i) 90% of the average gross price per share the Investor paid for the Shares ("issue price") (as adjusted for any stock distributions, stock combinations, splits, recapitalizations and the like with respect to the Company's common stock) or (ii) 90% of the offering price of shares in the Company's most recent public primary offering exceeds (b) the aggregate amount of net sale proceeds per share, if any distributed to investors prior to the redemption date as a result of the sale of one or more of The Company's investments.
- After the Company establishes an estimated value per share, the purchase price for the redeemed Shares will equal the greater of (i) 90% of the average issue price per share for all of the Investor's Shares (as adjusted for any stock distributions, stock combinations, splits, recapitalizations and the like with respect to the Company's common stock) or (ii) 100% of the estimated value per share, as determined by the Company's advisor or another firm chosen for that purpose.

Redemption by estate of Deceased Investors or upon Qualifying Disability or confinement to long-term care facility:

Provided that the redemption request is made within 270 days of the event giving rise to the following special circumstances, the Company will waive the one-year holding requirement (a) upon the request of the estate, heir or beneficiary of a deceased stockholder or (b) upon the qualifying disability of a stockholder or upon a stockholder's confinement to a long-term care facility, provided that the condition causing such disability or need for long-term care was not preexisting on the date that such person became a stockholder.

Subject to the conditions and limitations described in the SRP, the Company will redeem Shares upon the death of an Investor who is a natural person, including Shares held by such stockholder through a revocable grantor trust or an IRA or other retirement or profit-sharing plan, after receiving written notice from the estate of the stockholder, the recipient of the Shares through bequest or inheritance, or, in the case of a revocable grantor trust, the trustee of such trust, who shall have the sole ability to request redemption on behalf of the trust. If spouses are joint registered holders of Shares, the request to redeem the Shares may be made if either of the registered holders dies. If the Qualifying Stockholder is not a natural person, such as a trust (other than a revocable grantor trust, partnership), corporation or other similar entity, these special redemption rights upon death do not apply.

Subject to the conditions and limitations described in the SRP, the Company will redeem Shares held by an Investor who is a natural person, including Shares held by such stockholder through a revocable grantor trust or an IRA or other retirement or profit-sharing plan, with a qualifying disability or upon confinement to a long-term care facility, after receiving written notice from such stockholder, provided that the condition causing the qualifying disability was not preexisting on the date that the person became a stockholder or that the stockholder seeking redemption was not confined to a long-term care facility on the date the person became a stockholder. The Company must receive written notice within 270 days after the determination of such stockholder's qualifying disability or, with respect to redemptions sought upon a stockholder's confinement to a long-term care facility, within 270 days of the earlier of (1) the one-year anniversary of the stockholder's admittance to the long-term care facility or (2) the date of the determination of the stockholder's indefinite confinement to the long-term care facility by a licensed physician. If the stockholder is not a natural person, such as a trust (other than a revocable grantor trust), partnership, corporation or other similar entity, these special redemption rights do not apply.

At the time of such request for redemption, the Company may, subject to the conditions and limitations stated in the Company's prospectus, the SRP and applicable law, redeem the Shares presented for redemption for cash to the extent that the Company has sufficient funds available to fund such redemption.

- Prior to the time the Company establishes an estimated value per share, the purchase price per Share for redemptions sought upon death or qualifying disability or confinement to a long-term care facility (provided that the condition causing such qualifying disability was not preexisting on the date that such person became a stockholder or that the stockholder was not confined to a long-term care facility on the date the person became a stockholder), will be equal to the amount by which (a) the average issue price per Share for such Qualifying Stockholder's Shares (as adjusted for any stock combinations, splits, recapitalizations and the like with respect to the common stock) exceeds (b) the aggregate amount of net sale proceeds per Share, if any, distributed to investors prior to the redemption date as a result of the sale of one or more of the Company's investments.
- After the Company establishes an estimated value per share, for redemptions sought upon death or qualifying disability or confinement to a long-term care facility (provided that the condition causing such qualifying disability was not preexisting on the date that such person became a stockholder or that the stockholder was not confined to a long-term care facility on the date the person became a stockholder), will be the estimated value per share, as determined by the Company's advisor or another firm chosen for that purpose.

Please Note: Evidence acceptable to the Company of (1) the death of the Deceased Investor, the Qualifying Disability or the confinement to a long-term care facility, and (2) proof that the person requesting the redemption is authorized to do so must be enclosed with this form (e.g., a copy of a death certificate and Letter of Testamentary).

For more information regarding the SRP, please see the Company's prospectus and the SRP.

3. SHARE REDEMPTION PROGRAM INSTRUCTIONS

Please indicate the number of Shares being presented for redemption:

- Please redeem 100% of the Investor's/Deceased Investor's Shares of the Company at the applicable redemption price.
Number of Shares: _____
- Please redeem _____% of the Investor's/Deceased Investor's Shares of the Company at the applicable redemption price.
Number of Shares: _____

If the Investor or the estate of the Deceased Investor elects to redeem Shares pursuant to the SRP, the Investor or the undersigned representative of the Deceased Investor understands that the Company's board of directors will determine when the Company has sufficient cash to repurchase Shares. The Company will not redeem in excess of 5% of the weighted-average number of Shares outstanding during the 12-month period immediately prior to the effective date of redemption. Generally, the cash available for redemption will be limited to proceeds from the distribution reinvestment plan plus, if the Company had positive operating cash flow from the previous fiscal year, 1% of all operating cash flow from the previous fiscal year.

If the Company cannot accommodate a redemption request, the Investor or his or her estate, heir or beneficiary can (1) withdraw the request for redemption, or (2) ask that the Company honor the request at such time, if any, when the limitations no longer prevent redemption. Such pending requests will be honored among all requests for redemptions in any given redemption period, as follows: first, pro rata as to redemptions sought upon a stockholder's death or disability or sought upon a stockholder's confinement to a long-term care facility; next, pro rata as to redemptions to stockholders who demonstrate, in the discretion of the board of directors, another involuntary, exigent circumstance, such as bankruptcy; next, pro rata as to redemptions to stockholders subject to a mandatory distribution requirement under their IRAs; and, finally, pro rata as to other redemption requests.

An Investor may withdraw Shares tendered for repurchase under the SRP at any time prior to the date on which such Shares are repurchased.

4. PAYMENT INSTRUCTIONS

If you select more than one option you must indicate the percentage of your redemption to be applied to each option and the sum of the allocations must equal 100%.

- | | |
|---|--------------------------|
| | <u>% of Distribution</u> |
| <input type="checkbox"/> Send redemption via check to Investor's/Deceased Investor's home address (as set forth in the original Subscription Agreement) | _____ |
| <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 No.:

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

Financial Institution Name: Checking Savings

ABA/Routing Number:

Account Number:

Signature of Account Owner:

5. REPRESENTATIONS AND WARRANTIES OF THE UNDERSIGNED

For Shares being redeemed by currently living Investors: The undersigned Investor hereby represents and warrants (i) that Investor owns good and marketable title to, and all beneficial interest in, the Shares being presented for redemption, and that such Shares are owned free and clear of any pledge, security interest, lien, charge, claim, option, right of first refusal or other restriction on transfer of any nature whatsoever, with no defects of title whatsoever; (ii) that Investor has held such Shares for at least one year; and (iii) Investor shall not be entitled to any payments in respect of any increase in the value of the Shares following the date the Shares are presented for redemption. The undersigned Investor further represents and warrants that he, she, it or they shall complete and execute all such other documents necessary in order to affect the redemption, including any signature guaranty that may be required by the Company.

For Shares being redeemed on behalf of a Deceased Investor: The undersigned hereby represents and warrants that the undersigned is an executor or executrix of the estate, the heir or beneficiary of the Deceased Investor, or their trustee or authorized agent, and that the undersigned is authorized and able to request the redemption of the Deceased Investor’s Shares on behalf of the Deceased Investor’s estate. The undersigned further represents and warrants that (i) the Deceased Investor and the Deceased Investor’s estate owns good and marketable title to, and all beneficial interest in, the Shares being presented for redemption, and that such Shares are owned free and clear of any pledge, security interest, lien, charge, claim, option, right of first refusal or other restriction on transfer of any nature whatsoever, with no defects of title whatsoever; (ii) the Deceased Investor held the Shares for at least one year or, if the Deceased Investor held the Shares for less than one year, that the length of time the Deceased Investor held the Shares is indicated below; and (iii) that neither Deceased Investor or the Deceased Investor’s estate shall be entitled to any payments in respect of any increase in the value of the Shares following the date the Shares are presented for redemption. In addition, the undersigned represents and warrants that he, she, it or they shall complete and execute all such other documents necessary in order to affect the redemption, including any signature guarantee that may be required by the Company.

Deceased Investor held Shares for _____ months.

For Shares being redeemed by an Investor upon a Qualifying Disability or confinement to a long-term care facility: The undersigned hereby represents and warrants that (i) the Investor owns good and marketable title to, and all beneficial interest in, the Shares being presented for redemption, and that such Shares are owned free and clear of any pledge, security interest, lien, charge, claim, option, right of first refusal or other restriction on transfer of any nature whatsoever, with no defects of title whatsoever; (ii) the Investor held the Shares for at least one year or, if the Investor held the Shares for less than one year, that the length of time the Investor held the Shares is indicated below; and (iii) the Investor shall not be entitled to any payments in respect of any increase in the value of the Shares following the date the Shares are presented for redemption. In addition, the undersigned represents and warrants that he, she, it or they shall complete and execute all such other documents necessary in order to affect the redemption, including any signature guarantee that may be required by the Company.

Investor held Shares for _____ months.

6. SIGNATURES

MY/OUR SIGNATURE(S) BELOW INDICATES I/WE HAVE READ THE DESCRIPTION OF THE SHARE REDEMPTION PROGRAM IN THE COMPANY’S CURRENT PROSPECTUS AND AGREE TO THE TERMS THEREIN AND HEREIN. This instruction will become effective, if at all, only upon the last date during a quarter in which the Company has received all of the properly completed redemption documents and such effectiveness shall be subject to the terms and conditions stated herein and stated in the Company’s Prospectus.

<input checked="" type="text"/> Signature of Investor, Trustee or Authorized Person	<input type="text"/> Printed Name of Investor or Trustee or Authorized Person (Must be exactly as on the original Subscription Agreement)	<input type="text"/> Date
<input checked="" type="text"/> Signature of Joint Owner, if applicable	<input type="text"/> Printed Name of Joint Owner, if applicable (Must be exactly as on the original Subscription Agreement)	<input type="text"/> Date
<input checked="" type="text"/> IRA Beneficial Owner; if applicable	<input type="text"/> Printed Name of IRA Beneficial Owner, if applicable (Must be exactly as on the original Subscription Agreement)	<input type="text"/> Date