



CHANGE OF OWNERSHIP FORM

Complete and deliver this form to:
Moody National REIT II, Inc.
P: (888) 457-2358 F: (713) 273-6663

Regular Mail:
P.O. Box 219280
Kansas City, MO 64121-9280

Express/Overnight:
430 West 7th Street
Kansas City, MO 64105-1407

1. CURRENT OWNER REGISTRATION

Account Number: _____

Name of Trust/Plan (if applicable): _____ Tax ID/SSN: _____

Name of Investor/Trustee: _____ Tax ID/SSN: _____

Name of Joint Investor/Trustee (if applicable): _____ Tax ID/SSN: _____

Street/P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening phone: _____

The following is required for Custodial Accounts

Name of Custodian: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Custodian Telephone Number: _____ Custodian Tax ID/SSN: _____

Custodian Account Number: _____

2. SHARE TRANSFER/MINIMUM RETAINED INVESTMENT

Please note that the minimum transfer from the Current Owner to the New Owner is 250 Shares (\$2,500) or, if the New Owner currently owns 250 Shares, then 50 Shares (\$500). The Current Owner must transfer all Shares if after the transfer the Current Owner would own less than 250 Shares unless the transfer is due to death or family dissolution.

Check this box if this transfer is due to death. Include a certified copy of the death certificate and a certified copy of the letters of testamentary or court appointment of the executor of the estate dated within 90 days along with the submission of this form.

Check this box if this transfer is due to family dissolution. Include a certified copy of the Qualified Domestic Relations Order ("QDRO") with this form.

Number of shares subject to this transfer: _____

Number of shares retained by current owner: _____

Net sales proceeds for the sales of the shares: _____ (If no consideration is paid for this transfer, please insert \$0.00)

Signature of Current Owner/Trustee: _____ Date: _____

Print or Type Name: _____

Signature of Joint Current Owner/Trustee: _____ Date: _____

Print or Type Name: _____

Signature of Current Custodian, Officer, or Authorized Person: _____

Print or Type Name: _____ Date: _____

3. NEW OWNER – TYPE OF OWNERSHIP (NON-CUSTODIAL ONLY)

Individual **Joint Tenants with Rights of Survivorship** **Tenants in Common**

Corporation – Authorized signature required. Include copies of corporate resolutions designating executive officer as the person authorized to sign on behalf of corporation and authorizing the investment. *Include a copy of Incorporation documents.*

Partnership – Authorized signature required. *Include copy of partnership agreement.*

Identify whether general or limited partnership: _____

Estate – Personal representative signature required. Include a copy of the court appointment dated within 90 days.

Name of Executor: _____

Trust – Trustee signatures required. *Include a copy of the title and signature pages of the trust.*

Name of Trust: _____

Name of Trustee(s): _____

Name of Beneficiary(s): _____

Qualified Pension Plan or Profit Sharing Plan (Non-Custodian) – Trustee signature required. *Include a copy of the title and signature pages of the trust.*

Name of Plan: _____

Name of Trustee(s): _____

Other Non-Custodial Ownership Account (Specify): _____

4. NEW OWNER – CUSTODIAL OWNERSHIP ACCOUNTS (CUSTODIAN SIGNATURE REQUIRED)

Moody National REIT Sponsor, LLC does not provide custodial services; therefore, if this is a custodial account, a custodian must be indicated below. For custodial accounts, a completed copy of this Change of Ownership Form should be sent directly to the custodian. The custodian will forward the subscription documents and wire the appropriate funds pursuant to the payment instructions

Traditional IRA **ROTH IRA** **Simplified Employee Pension/Trust** **KEOGH Plan**

Pension or Profit-Sharing Plan **Uniform Gift to Minors Act**

Other (Specify): _____

The following is required for Custodial Accounts

Name of Custodian: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Custodian Telephone Number: _____ Custodian Tax ID/SSN: _____

Custodian Account Number: _____

5. NEW OWNER REGISTRATION INFORMATION

Name of Trust/Plan (if applicable): _____ Tax ID/SSN: _____

Name of Investor/Trustee: _____ Tax ID/SSN: _____

Name of Joint Investor/Trustee (if applicable): _____ Tax ID/SSN: _____

Physical Address (no P.O. Box): _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different from above. P.O. Box is acceptable): _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Evening phone: _____

6. DISTRIBUTION SELECTION – NEW OWNER

Non-Custodial Accounts Only (check only one)

I prefer to participate in the Distribution Reinvestment Plan (DRIP). In the event that the DRIP is not offered for distribution, your distribution will be sent by check to the mailing address of record.

I prefer that my distribution be paid by check to the address of record.

I prefer that my distribution be deposited directly into the account listed as follows (no ACH for brokerage accounts):

Name of Financial Institution: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Checking Account (voided check required) Savings Account (voided check required) Brokerage Account

Name(s) listed on Account: _____

Account Number: _____ Routing Number (for checking & savings accounts only): _____

Custodial Accounts Only (check only one)

I prefer to participate in the Distribution Reinvestment Plan (DRIP). In the Event that the DRIP is not offered for a distribution, your distribution will be sent to your Custodian for deposit into your Custodial account.

I prefer that my distribution be sent to my Custodian for deposit into my Custodial account.

7. FINANCIAL ADVISOR – NEW OWNER

The Financial Advisor and, in the case of a Broker-Dealer (“BD”), an authorized registered principal of the Firm must sign below to complete the order. The Financial Advisor and/or the BD hereby warrant that each is duly licensed and may lawfully conduct business in the state designated as the subscriber’s legal residence or the state in which the sale was made, if different.

Name of BD or Registered Investment Advisory Firm: _____

Firm Home Office Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Financial Advisor: _____

Financial Advisor Branch Code: _____ Financial Advisor Rep Number: _____

Financial Advisor Street Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

The undersigned confirm that they (i) have reasonable grounds to believe that the information and representations concerning the investors identified herein are true, correct and complete in all respects; (ii) have discussed such investor's prospective purchase of Shares with such investor; (iii) have advised such investor of all pertinent facts with regard to the lack of liquidity and marketability of the Shares; (iv) have delivered a current Prospectus and related supplements, if any, to such investor; (v) have reasonable grounds to believe that the investor is purchasing these Shares for its own account; and (vi) have 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 set forth in the Prospectus and related supplements, if any, 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. The undersigned attest that the Financial Advisor and, to the extent applicable, Registered Representative and the Broker-Dealer are subject to the USA PATRIOT Act. In accordance with Section 326 of the Act, the registered representative and the Broker-Dealer have performed a Know Your Customer review of each investor who has signed this Subscription Agreement in accordance with the requirements of the Customer Identification Program.

Signature of Financial Advisor: _____ Date: _____

Signature of Authorized Principal of the firm: _____ Date: _____

8. NEW OWNER ACKNOWLEDGEMENT & SUITABILITY ACKNOWLEDGMENTS

Please separately initial ALL acknowledgements that apply:

- | | Investor | Co-Investor |
|---|-----------------|-----------------|
| • I (we) received a final Prospectus for the Company relating to the Shares, wherein the terms and conditions of the offering are described, five business days in advance of the date hereof. | Initials: _____ | Initials: _____ |
| • I (we) accept and agree to be bound by the terms and conditions of the Company's charter. | Initials: _____ | Initials: _____ |
| • I am (we are) purchasing Shares for my (our) own account and acknowledge that the investment is not liquid. | Initials: _____ | Initials: _____ |
| • I (we) acknowledge that the assignability and transferability of the Shares is restricted and will be governed by the Company's charter and bylaws and all applicable laws as described in the Prospectus. | Initials: _____ | Initials: _____ |
| • I (we) acknowledge that there is no public market for the Shares and, accordingly, it may not be possible to readily liquidate an investment in the Company. | Initials: _____ | Initials: _____ |
| • I (we) have a net worth (exclusive of home, home furnishings and automobiles) of \$250,000 or more. | Initials: _____ | Initials: _____ |
| • I (we) have a net worth (exclusive of home, home furnishings and automobiles) of at least \$70,000 and had during the last year or that I (we) will have during the current tax year a minimum of \$70,000 annual gross income. | Initials: _____ | Initials: _____ |
| • If an Alabama investor, I (we) have a liquid net worth of at least 10 times my (our) investment in the Company and its affiliates. | Initials: _____ | Initials: _____ |
| • If an Iowa investor, my (our) maximum in the Company and affiliated programs cannot exceed 10% if my (our) liquid net worth. "Liquid net worth" shall be defined as that portion of net worth (total assets, exclusive of home, auto and home furnishings minus total liabilities) that is comprised of cash, cash equivalents, and readily marketable securities. | Initials: _____ | Initials: _____ |

- If a **Kansas** investor, my (our) aggregate investment in this offering and other similar investments does not exceed 10% of my (our) liquid net worth. "Liquid net worth" shall be defined as that portion of my (our) total net worth that is comprised of cash, cash equivalents, and readily marketable securities, as determined in conformity with GAAP.

Initials: _____ Initials: _____
- If a **Kentucky** investor, my (our) investment in this offering, in aggregate, does not exceed ten percent (10%) of my (our) liquid net worth (cash, cash equivalents and readily marketable securities) in the Company or the Company's affiliates' non-publicly traded real estate investment trusts.

Initials: _____ Initials: _____
- If a **Maine** investor, my (our) aggregate investment in this offering and similar direct participation investments not exceed 10% of my (our) liquid net worth. For this purpose, "liquid net worth" is defined as that portion of net worth that consists of cash, cash equivalents and readily marketable securities.

Initials: _____ Initials: _____
- If a **Nebraska** investor, my (our) investment in this offering and the securities of other non-publicly traded real estate investment trusts does not exceed 10% of my (our) net worth (excluding the value of my (our) home, home furnishings, and automobiles).

Initials: _____ Initials: _____
- If a **New Jersey** investor, I (we) have either (a) a minimum liquid net worth of at least \$100,000 and a minimum annual gross income of not less than \$85,000, or (b) a minimum liquid net worth of \$350,000. For these purposes, "liquid net worth" is defined as that portion of net worth (total assets exclusive of home, home furnishings, and automobiles, minus total liabilities) that consists of cash, cash equivalents and readily marketable securities. In addition, my (our) investment in the Company, its affiliates, and other non-publicly traded direct investment programs (including real estate investment trusts, business development companies, oil and gas programs, equipment leasing programs and commodity pools, but excluding unregistered, federally and state exempt private offerings) does not exceed ten percent (10%) of my (our) liquid net worth.

Initials: _____ Initials: _____
- If a **New Mexico** investor, my (our) investment in the Company, shares of its affiliates and in other real estate investment trusts may not exceed ten percent (10%) of my (our) liquid net worth. "Liquid net worth" shall be defined as that portion of net worth (total assets exclusive of primary residence, home furnishings and automobiles minus total liabilities) that is comprised of cash, cash equivalents, and readily marketable securities.

Initials: _____ Initials: _____
- If a **North Dakota** investor, my (our) net worth is at least ten times my (our) investment in the Company.

Initials: _____ Initials: _____
- If an **Ohio** investor, my (our) aggregate investment in the Company, its affiliates and other non-traded real estate investment programs cannot exceed 10% of my (our) liquid net worth. "Liquid net worth" shall be defined as that portion of net worth (total assets exclusive of home, home furnishings, and automobiles minus total liabilities) that is comprised of cash, cash equivalents, and readily marketable securities.

Initials: _____ Initials: _____
- If an **Oregon** investor, my (our) aggregate investment in the Company does not exceed 10% of my (our) liquid net worth.

Initials: _____ Initials: _____
- If a **Tennessee** investor, my (our) investment in the Company must not exceed 10% of my (our) liquid net worth (exclusive of home, home furnishings and automobile).

Initials: _____ Initials: _____
- If a non-accredited **Vermont** investor, my (our) investment in the Company cannot exceed 10% of my (our) liquid net worth. For these purposes, "liquid net worth" is defined as an investor's total assets (not including home, home furnishings, or automobiles) minus total liabilities.

Initials: _____ Initials: _____

9. COST BASIS REPORTING

Effective January 1, 2011, new federal income tax information reporting rules may apply to certain transactions in our shares. Where they apply, the "quantitative effect" of a transaction on the "cost basis" in the shares involved will be reported to the Internal Revenue Service ("IRS") and to you. Generally, these rules apply to all shares purchased after December 31, 2010, including those purchased through our distribution reinvestment plan. You should consult your own tax advisor regarding the consequences of these new rules and your cost basis reporting options.

Indicate the type of transfer affected by this form (Please, select only one option):

- Account Re-Registration Gift Inheritance Divorce
 Secondary Market Transaction

Price paid per share by Transferee: _____ (required)

SUBSTITUTE FORM W-9

Under penalties of perjury, by signing this Form, I hereby certify that (a) I have provided herein my correct Taxpayer Identification Number, (b) I am not subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding and (c) except as otherwise expressly indicated above, I am a U.S. person (including a U.S. resident alien).

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

NOTICE IS HEREBY GIVEN TO EACH SUBSCRIBER THAT YOU DO NOT WAIVE ANY RIGHTS YOU MAY HAVE UNDER THE SECURITIES ACT OF 1933, THE SECURITIES EXCHANGE ACT OF 1934 OR ANY STATE SECURITIES LAW BY EXECUTING THIS AGREEMENT.

Signature of New Owner/Trustee: _____ **Date:** _____

Print or Type Name: _____

Signature of Joint New Owner/Trustee: _____ **Date:** _____

Print or Type Name: _____

Signature of New Custodian, Officer, or Authorized Person: _____

Print or Type Name: _____ **Date:** _____

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

260.141.11 Restrictions on Transfer

- (a) This issuer of any security upon which a restriction on transfer has been imposed pursuant to Sections 260.102.6, 260.141.10, or 260.534 of the Rules (the "Rules") adopted under the California Corporate Securities Law (the "Code") shall cause a copy of this section to be delivered to each issuee or transferee of such security at the time the certificate evidencing the security is delivered to the issuee or transferee.
- (b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of the Rules), except:
- (1) to the issuer;
 - (2) pursuant to the order or process of any court;
 - (3) to any person described in subdivision (i) of Section 25102 of the Code or Section 260.105.14 of the Rules;
 - (4) to the transferor's ancestors, descendants or spouse, or any custodian or trustee for the account of the transferor or the transferor's ancestors, descendants or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee's descendants or spouse;
 - (5) to holders of securities of the same class of the same issuer;
 - (6) by way of gift or donation inter vivos or on death;
 - (7) by or through a broker-dealer licensed under the Code (either acting as such or as a tinter) to a resident of a foreign state, territory, or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities laws of the foreign state, territory or country concerned.
 - (8) to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
 - (9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner's written consent is obtained or under this rule not required;
 - (10) by way of a sale qualified under Sections 25111, 25112, 25113, or 25121 of the Code, of the Securities to be transferred, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;
 - (11) (I) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;
 - (12) by way of an exchange qualified under Section 25111, 25112, or 25113 of the Code provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;
 - (13) between residents of foreign states, territories or countries who are neither domiciled or actually present in this state;
 - (14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state;
 - (15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if; in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;
 - (16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities; or
 - (17) by way of an offer and sale of outstanding securities in an issuer transaction that is subject to the qualification requirement of Section 25110 of the Code but exempt from that qualification requirement by subdivision (1) of Section 25102; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.
- (c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:

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

[Last amended effective January 21, 1988]