

MOODY NATIONAL REIT II, INC.
SUPPLEMENT NO. 11 DATED JANUARY 6, 2017
TO THE PROSPECTUS DATED APRIL 21, 2016

This document supplements, and should be read in conjunction with, our prospectus dated April 21, 2016, as supplemented by Supplement No. 5, dated July 21, 2016; Supplement No. 6, dated August 16, 2016; Supplement No. 7, dated September 27, 2016; Supplement No. 8, dated October 18, 2016; Supplement No. 9, dated November 15, 2016 and Supplement No. 10, dated November 17, 2016, relating to our offering of up to \$1,100,000,000 in shares of our common stock. Terms used and not otherwise defined in this Supplement No. 11 shall have the same meanings as set forth in our prospectus. The purpose of this Supplement No. 11 is to disclose:

- the status of our initial public offering;
- renewal of our advisory agreement;
- suitability standards with respect to investors in Iowa;
- an update to the “Risk Factors” section of our prospectus;
- an update regarding our Agreement and Plan of Merger;
- an amendment to our share repurchase program; and
- an update to our subscription agreement.

Status of Our Initial Public Offering

We commenced our initial public offering of up to \$1,100,000,000 in shares of our common stock on January 20, 2015. As of January 4, 2017, we had received and accepted investors’ subscriptions for and issued 3,216,189 shares of our common stock in our initial public offering, including 35,065 shares issued pursuant to our distribution reinvestment plan, resulting in gross offering proceeds of approximately \$79,528,086. As of January 4, 2017, there were 36,798,876 shares remaining to be sold in our initial public offering.

In addition, as previously disclosed in our Quarterly Report on Form 10-Q for the period ended September 30, 2016, our board of directors has approved an extension of the term of our initial public offering until January 20, 2018, as permitted by the rules of the SEC. Under the rules of the SEC, in some circumstances we may be allowed to continue our initial public offering until as late as July 20, 2018. In many states, we will need to renew the registration statement or file a new registration statement in order to continue our initial public offering for this extended period. We may terminate our initial public offering at any time.

Renewal of Our Advisory Agreement

As described in our prospectus, our advisor performs its duties and responsibilities as our fiduciary under the advisory agreement, dated as of January 12, 2015 and effective January 20, 2015, by and among us, our advisor and our operating partnership, or the advisory agreement. The advisory agreement had an initial one-year term, subject to renewals by our board of directors for an unlimited number of successive one-year periods. The advisory agreement was previously renewed for a one-year period, expiring on January 20, 2017. On January 4, 2017, we entered into an amendment to the advisory agreement, whereby the term of the advisory agreement was extended for an additional one-year term expiring on January 20, 2018. The terms of the advisory agreement otherwise remain unchanged.

Suitability Standards with Respect to Investors in Iowa

The suitability standard for Iowa investors appearing in the “Suitability Standards” section of our prospectus beginning on page i is hereby deleted in its entirety and replaced with the following:

“Iowa—In addition to the suitability standards above, Iowa investors must have either (a) a minimum liquid net worth of at least \$100,000 and a minimum annual gross income of not less than \$100,000, or (b) a minimum liquid net worth of at least \$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, an Iowa investor’s aggregate investment in us, our affiliates and other non-exchange-traded direct participation programs may not exceed 10%

of his or her liquid net worth. Iowa investors who are accredited investors, as defined in Regulation D promulgated under the Securities Act of 1933, as amended, are not subject to the foregoing 10% investment limitation.”

Update to “Risk Factors”

The risk factor set forth on page 27 of our prospectus under the heading that begins “Failure to qualify as a REIT could adversely affect our operations and our ability to make distributions” is hereby deleted in its entirety and replaced with the following:

“Failure to qualify as a REIT could adversely affect our operations and our ability to make distributions.

We expect to elect to be taxed as a REIT for our taxable year ended December 31, 2016 and intend to operate in a manner designed to permit us to continue to qualify as a REIT for federal income tax purposes. In order to elect to be taxed as a REIT for the year ended December 31, 2016, such election would be made by filing our 2016 federal income tax return as a REIT, which return should be filed, taking into account available extensions, by September 15, 2017. As previously disclosed in our Quarterly Report on Form 10-Q for the period ended September 30, 2016, we have discovered that we may not have made a timely election to treat a subsidiary of our operating partnership as a taxable REIT subsidiary, or TRS, which could prevent us from qualifying as a REIT for 2016. We have requested relief from the Internal Revenue Service for any inadvertent failure to make a timely TRS election and hope to have such relief before we file our 2016 federal income tax return, in which case we would elect to be taxed as a REIT, commencing with our taxable year ending December 31, 2016. If we do not receive such relief, we would make our initial REIT election for our taxable year ending December 31, 2017.

Our qualification as a REIT will depend on our ongoing satisfaction of numerous requirements established under highly technical and complex provisions of the Internal Revenue Code for which there are only limited judicial or administrative interpretations and involve the determination of various factual matters and circumstances not entirely within our control. The complexity of these provisions and of the applicable income tax regulations that have been promulgated under the Internal Revenue Code is greater in the case of a REIT that holds its assets through a partnership, as we do. Moreover, no assurance can be given that legislation, new regulations, administrative interpretations or court decisions will not change the tax laws with respect to qualification as a REIT or the federal income tax consequences of that qualification.

If we do not elect to be taxed as a REIT for our taxable year ended December 31, 2016 or fail to qualify as a REIT in any taxable year for which we have elected to be taxed as a REIT and do not qualify for certain statutory relief provisions, we would be required to pay U.S. federal income tax on our taxable income, and distributions to our stockholders would not be deductible by us in determining our taxable income. In such a case, we might need to borrow money or sell assets in order to pay our taxes. Our payment of income tax would decrease the amount of our income available for distribution to our stockholders. Furthermore, we would not be required to distribute substantially all of our net taxable income to our stockholders. In addition, if we fail to qualify as a REIT in any taxable year for which we have elected to be taxed as a REIT, unless we are eligible for certain statutory relief provisions, we could not re-elect to qualify as a REIT until the fifth calendar year following the year in which we failed to qualify. In addition, although we intend to operate in a manner intended to qualify as a REIT, it is possible that future economic, market, legal, tax or other considerations may cause our board of directors to recommend that we revoke our REIT election.

We believe that our operating partnership will be treated for federal income tax purposes as a partnership and not as an association or as a publicly traded partnership taxable as a corporation. If the Internal Revenue Service were successfully to determine that our operating partnership should properly be treated as a corporation, our operating partnership would be required to pay federal income tax at corporate rates on its net income. In addition, we would fail to qualify as a REIT, with the resulting consequences described above.”

Update Regarding Agreement and Plan of Merger

The following disclosure supplements, and should be read in conjunction with, the discussion under “Agreement and Plan of Merger” in Supplement No. 10 to our prospectus, dated November 17, 2016:

In connection with the mergers (as described in Supplement No. 10), we intend to enter into an agreement, or the stockholder servicing coordination agreement, with Moody Securities, LLC, or Moody Securities, which is also the dealer manager for our initial public offering. Pursuant to the stockholder servicing coordination agreement, we intend to pay to Moody Securities certain stockholder servicing fees, or the stockholder servicing fees, with respect to certain shares of our common stock issued in the REIT merger (as such term is defined in Supplement No. 10 to our prospectus). We intend to pay a stockholder servicing fee of \$2.13 per share. The aggregate amount of stockholder servicing fees will depend on the number of shares of our common stock issued in the REIT merger pursuant to the terms of the Merger Agreement (as defined in Supplement No. 10), and could range from \$5,797,304 to \$11,594,068. All such stockholder servicing fees paid to Moody Securities will be re-allowed to broker-dealers that provide ongoing financial advisory services to stockholders of Moody National REIT I, Inc., or Moody I, and that enter into agreements with Moody Securities to receive such stockholder servicing fees. The stockholder servicing fees will be paid to compensate the financial advisors of these broker-dealers for their assistance in helping clients who are stockholders of Moody I to understand the mergers, their election options with respect to the mergers and consideration to be received, and how to complete the voting materials that such stockholders

will receive. On January 4, 2017, our board of directors approved our entry into the stockholder servicing coordination agreement and the payment of up to \$11,594,068 in aggregate stockholder servicing fees.

Amendment to Our Share Repurchase Program

The following disclosure supplements, and should be read in conjunction with, the discussion in the “Description of Capital Stock” section of our prospectus under the subheading “Share Repurchase Program” beginning on page 85, and shall be deemed to amend, supplement and qualify all related discussions appearing throughout the prospectus to the extent the relevance of such disclosure is readily apparent:

On January 4, 2017, our board of directors amended our share repurchase program to provide that our board of directors may amend, suspend or terminate the share repurchase program at any time upon 10 days’ prior written notice to our stockholders, which notice may be provided by including such information (a) in a Current Report on Form 8-K or in our annual or quarterly reports, all publicly filed or furnished with the Securities and Exchange Commission, or (b) in a separate mailing to our stockholders. The terms of our share repurchase program otherwise remain unchanged.

Update to Subscription Agreement

A copy of our updated form of subscription agreement, which supersedes and replaces the form of subscription agreement filed as Appendix B to our prospectus, is attached to this supplement as Exhibit A.

EXHIBIT A



APPENDIX B FORM OF SUBSCRIPTION AGREEMENT SUBSCRIPTION AGREEMENT INSTRUCTIONS FOR THE PROSPECTUS DATED APRIL 21, 2016

Please refer to the following instructions in completing the attached Signature Page. Failure to follow these instructions may result in the rejection of your subscription.

Individuals desiring to purchase shares of common stock (the "Shares") in Moody National REIT II, Inc., a Maryland corporation (the "Company"), must sign and deliver a copy of the attached subscription agreement signature page ("Signature Page") along with the acknowledgement of receipt of the prospectus in Section 5 of this Subscription Agreement. If this subscription is accepted, it will be held, together with the accompanying payment, on the terms described in the Company's prospectus dated April 21, 2016 (the "Prospectus"). Subscriptions may be rejected in whole or in part by the Company in its sole and absolute discretion. Upon completion of this transaction, investors will receive a confirmation of purchase, subject to acceptance by the Company, within 30 days from the date the subscription is received. In no event may a subscription for Shares be accepted until at least five business days after the date the subscriber receives the final Prospectus.

- 1. INVESTMENT:** A minimum investment of \$2,500 is required. A check for the full purchase price of the shares subscribed for should be made payable to "Moody National REIT II, Inc." Shares may be purchased only by persons meeting the standards set forth under the Section of the Prospectus entitled "Suitability Standards." Please indicate the state in which the sale was made in Section 1 of this Subscription Agreement. If this is an initial investment, please check the box indicating it as such. Otherwise, please check the "Additional Investment" box. The "Additional Investment" box must be checked in order for this subscription to be combined with another subscription for purposes of a volume discount. A completed Subscription Agreement is required for each initial and additional investment.
- 2. FORM OF OWNERSHIP:** Please check the appropriate box to indicate the type of entity or type of individuals subscribing.
- 3. CUSTODIAL OWNERSHIP ACCOUNTS:** If applicable, please provide the information requested for Custodial Accounts in this Section. Please enter the exact name in which the Shares are to be held and the mailing address and telephone numbers of the registered owner of this investment. In the case of a qualified plan or trust, this will be the address of the trustee.
- 4. REGISTRATION INFORMATION AND ADDRESS:** Please enter the exact name in which the Shares are to be held. For joint tenants with a right of survivorship or tenants-in-common, include the names of both investors. In the case of partnerships or corporations, include the name of an individual to whom correspondence will be addressed. Trusts should include the name of the trustee. All investors must complete the space provided for taxpayer identification number or social security number. By signing in Section 11, the investor(s) is/are certifying that the taxpayer or social security number(s) is/are correct. Enter the mailing address and telephone numbers of the registered owner of this investment. In the case of a qualified plan or trust, this will be the address of the trustee.
- 5. INVESTOR ACKNOWLEDGMENT:** Please separately initial each representation made by the investor where indicated. Except in the case of fiduciary accounts, the investor may not grant any person a power of attorney to make such representations on such investor's behalf.
- 6. SUITABILITY ACKNOWLEDGEMENT:** Please complete this Section so that the Company and your broker-dealer can assess whether your subscription is suitable given your financial condition.
- 7. DISTRIBUTION REINVESTMENT PLAN:** By electing the distribution reinvestment plan, the investor elects to reinvest 100% of cash distributions otherwise payable to such investor in common stock of the Company. If cash distributions are to be sent to an address other than that provided in Section 4 (such as a bank, brokerage firm or savings and loan, etc.), please provide the name, account number and address.

8. **FINANCIAL ADVISOR:** This Section is to be completed by the Registered Investment Advisor (RIA), or the registered representative and the broker-dealer.
9. **PAYMENT INSTRUCTIONS:** Please indicate the method of payment for your subscription in this Section.
10. **SUBSCRIBER SIGNATURES:** The subscription agreement Signature Page must be signed by an authorized representative. The subscription agreement Signature Page, which has been delivered with the Prospectus, together with a check for the full purchase price, should be delivered or mailed to your broker-dealer. Only original, completed copies of subscription agreements may be accepted. Photocopied or otherwise duplicated subscription agreements cannot be accepted by the Company.

MAILING INSTRUCTIONS

The completed subscription agreement, including the executed subscription agreement signature page and payment (if sent by mail), should be sent to:

Via Mail

Moody National REIT II, Inc.
c/o DST Services, Inc.
P.O. Box 219280
Kansas City, MO 64121-9280

Via Overnight Delivery

Moody National REIT II, Inc.
c/o DST Services, Inc.
430 West 7th Street
Kansas City, MO 64105-1407

IF YOU NEED FURTHER ASSISTANCE IN COMPLETING THIS SUBSCRIPTION AGREEMENT SIGNATURE PAGE, PLEASE CALL (888) 457-2358.



SUBSCRIPTION AGREEMENT

Moody National REIT II, Inc.
P.O. Box 219280
Kansas City, MO 64121-9280
Telephone: (888) 457-2358
Website: www.moodynationalreit.com

1. INVESTMENT - See payment instructions in Section 9 below

Minimum investment is \$2,500. Total Dollar Amount Invested: Total Number of Shares Purchased:

State of Sale (if different from State of Residence):

Initial Investment; or Additional Investment Check Enclosed; or Funds Wired

NET OF COMMISSION PURCHASE. Check this box if you are purchasing Shares from a registered investment advisor (RIA), or if you are an investment participant in a wrap account or fee in lieu of commissions account approved by the broker-dealer, RIA, or a bank acting as a trustee or fiduciary, or similar entity.

2. FORM OF OWNERSHIP - Non-Custodial Accounts

Individual Joint Tenants with Rights of Survivorship Tenants in Common

Corporation - Authorized signature required. Copies of corporate resolutions designating executive officer as the person authorized to sign on behalf of corporation and authorizing the investment are required

Partnership - Authorized signature required. A copy of the Partnership Agreement is required

Identify whether General or Limited Partnership:

Estate - Personal representative signature required. A copy of the court appointment dated within 90 days is required.

Name of Executor:

Trust - Trustee signature required in Section 11 below. A copy of the title and signature pages of the trust are required.

Name of Trust:

Name of Trustee(s):

Qualified Pension Plan or Profit Sharing Plan (Non-Custodian) - Trustee signature required in Section 11 below. A copy of the title and signature pages of the plan are required.

Name of Trustee(s):

Other Non-Custodial Ownership Account (Specify):

3. Custodial Ownership Accounts – Custodian signature required in section 10

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 Subscription Agreement should be sent directly to the custodian. The custodian will forward the subscription documents and wire the appropriate funds pursuant to the payment instructions in Section 9 below.

- | | |
|--|---|
| <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> Roth IRA |
| <input type="checkbox"/> KEOGH Plan | <input type="checkbox"/> Simplified Employee Pension/Trust (SEP) |
| <input type="checkbox"/> Pension or Profit-Sharing Plan | <input type="checkbox"/> Uniform Gift to Minors Act |
| <input type="checkbox"/> Other Custodial Ownership Account (Specify): _____ | |

Required for all Custodial Ownership Accounts:

Name of Custodian: _____ Trustee: _____ Other Administrator: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Custodian Telephone Number: _____

Custodian Tax Identification Number: _____

Custodian Account Number: _____

4. REGISTRATION INFORMATION AND ADDRESS – Please complete the following applicable information

Name of Investor/Trustee in which Shares are to be Registered (*Please print clearly*): _____Name of Joint Investor/Joint Trustee in which Shares are to be Registered (*if applicable*): _____Name of Trust in which Shares are to be Registered (*if applicable*): _____Taxpayer Identification Number (*Trust & Custodial Accounts must provide TIN and SSN*): _____Social Security Number(s) *Investor/Trustee:* _____ *Joint Investor/Trustee:* _____Physical Address of Investor (*may not be a P.O. Box*): _____

City: _____ State: _____ Zip Code: _____

Mailing Address of Investor (*If different from above. P.O. Box is acceptable*): _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone Number: _____ Evening Telephone Number: _____

E-Mail Address: _____

Citizenship Status of Investor/Trustee U.S. Citizen Resident Alien Non-Resident Alien
Citizenship Status of Joint Investor/Trustee U.S. Citizen Resident Alien Non-Resident Alien

Investor/Trustee Driver's License No./State of Issue: _____ Date of Birth (MM/DD/YYYY): _____

Joint Investor/Trustee Driver's License No./State of Issue: _____ Date of Birth (MM/DD/YYYY): _____

5. INVESTOR ACKNOWLEDGEMENT

Please separately initial each of the representations below. In the case of joint investors, each investor must initial. Except in the case of fiduciary accounts, you may not grant any person power of attorney to make such representations on your behalf. In order to induce the Company to accept this subscription, I (we) hereby represent and warrant that:

	Investor	Co-Investor
(a) 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 _____
(b) I (we) accept the terms and conditions of the Company's charter.	Initials _____	Initials _____
(c) I am (we are) purchasing Shares for my (our) own account and acknowledge that the investment is not liquid.	Initials _____	Initials _____
(d) 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 _____
(e) 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 _____

6. SUITABILITY ACKNOWLEDGEMENT

Please separately initial ALL that apply:

	Investor	Co-Investor
• 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 _____

STATE SPECIFIC SUITABILITY ACKNOWLEDGEMENTS
(as applicable)

• 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, 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 \$100,000, or (b) a minimum liquid net worth of at least \$350,000. For these purposes, "liquid net worth" is defined as that portion of net worth (total assets exclusive of home, home	Initials _____	Initials _____

Investor

Co-Investor

furnishings, and automobiles, minus total liabilities) that consists of cash, cash equivalents and readily marketable securities. In addition, if an **Iowa** investor who is not an accredited investor, as defined in Regulation D promulgated under the Securities Act of 1933, as amended, my (our) aggregate investment in the Company, its affiliates and other non-exchange-traded direct participation programs does not exceed 10% of my (our) liquid net worth.

- 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 does not exceed ten percent (10%) of my (our) liquid net worth.

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

Investor

Co-Investor

- 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 **Pennsylvania** investor, my (our) aggregate investment in the Company does not exceed 10% of my (our) net worth (exclusive of home, furnishings and automobiles)

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 _____

7. DISTRIBUTION REINVESTMENT PLAN

Non-Custodial Ownership

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 by check to the address in Section 4 above.

I prefer that my distribution be paid by check to the address in Section 4 above.

I prefer that my distribution be deposited directly into the account listed as follows:

Name of Financial Institution: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name(s) on Account: _____

Checking/Savings Account (*voided check is required*)

Brokerage Account

Bank Routing Number: _____ Account Number: _____

Custodial Ownership

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 cited in Section 3 above.

I prefer that my distribution be sent to my Custodian for deposit into my Custodial account identified in Section 3 above.

8. FINANCIAL ADVISOR – To be completed by the RIA or Registered Representative and the Broker-Dealer

The Financial Advisor and in the case of a Broker-Dealer, an authorized principal of the Broker-Dealer must sign below to complete the order. The Financial Advisor and/or Broker-Dealer 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 Broker-Dealer or Registered Investment Advisory Firm: _____

Firm Home Office Street Address: _____

City: _____ State: _____ Zip Code: _____

Name of Financial Advisor: _____

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

Financial Advisor Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Financial Advisor Authorized E-Mail Address: _____

Shares Sold NAV: _____ Purchase Volume Discount: _____

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 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 Broker-Dealer (Authorized Principal)*: _____ Date: _____

***SIGNATURE OF THE FINANCIAL ADVISOR IS REQUIRED FOR PROCESSING.**

E-Mail Address: _____

9. PAYMENT INSTRUCTIONS

By Mail – Checks should be made payable to “Moody National REIT II, Inc.” You should consult with your registered representative if you are unsure how to make your check payable. Forward the subscription agreement to the address set forth in the instructions to this Subscription Agreement.

By Wire Transfer – If paying by wire transfer, please request that the wire reference the subscriber’s name in order to assure that the wire is credited to the proper account. Wire transfers should be made to the Company. Below please find the wiring instructions:

Account Name: DST as Agent for Moody National REIT II, Inc.

Bank: UMB Bank, N.A.

Address: 1010 Grand Ave., Kansas City, MO 64106

ABA#: 1010-0069-5

DDA#: 987-173-7799

10. SUBSCRIBER SIGNATURES

I (we) declare that the information supplied is true and correct and may be relied upon by the Company.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION (required). Each invest signing below, under penalties of perjury, certifies that:

1. The number shown in the Investor Social Security Number/Taxpayer Identification Number field in Section 4 of this form is my correct Social Security Number/Taxpayer Identification Number (or I am waiting for a number to be issued to me);
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;
3. I am a U.S. person (including a non-resident alien).

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.

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

The Company is required by law to obtain, verify and record certain personal information from you or persons on your behalf in order to establish the account. Required information includes name, date of birth, permanent residential address and social security/taxpayer identification number. We may also ask to see other identifying documents. If you do not provide the information, the Company may not be able to open your account. By signing the Subscription Agreement, you agree to provide this information and confirm that this information is true and correct. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate which may include closing your account.

Signature of Individual Owner: _____ **Date:** _____

Print or Type Name: _____

Signature of Joint Account Owner: _____ **Date:** _____

Print or Type Name: _____

Signature of Custodian Trustee, Officer, General Partner or other Authorized Person: _____ **Date:** _____

Print or Type Name: _____

Signature of Additional Person (if required): _____ **Date:** _____

Print or Type Name: _____