

ROERS MULTIFAMILY INCOME REIT, INC.
DISTRIBUTION REINVESTMENT PLAN

This Distribution Reinvestment Plan (the “Plan”) is adopted by Roers Multifamily Income REIT, Inc., a Maryland corporation (the “Company”), effective as of March 26, 2026, with respect to cash distributions declared by the Board of Directors of the Company on shares of Class A common stock of the Company.

1. ***Distribution Reinvestment.*** The Plan is offered to stockholders of the Company (the “Stockholders”) who purchase shares of Class A common stock of the Company (collectively, the “Shares”) pursuant to a private offering of the Company as described in the Company’s private placement memorandum (the “Private Placement Memorandum”). The Shares are offered and sold pursuant to an exemption from registration under the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities laws. Stockholders who do not opt out of participating in the Plan are “Participants” in the Plan. As agent for the Participants, the Company will apply all dividends and other distributions declared and paid in respect of the Shares held by each Participant and attributable to the class of Shares purchased by such Participant (the “Distributions”), including Distributions paid with respect to any full or fractional Shares acquired under the Plan, to the purchase of additional Shares of the same class for such Participant.

2. ***Procedure for Participation.*** Any Stockholder who has received a Private Placement Memorandum will automatically become a Participant unless they elect not to become a Participant by noting such election on their subscription agreement. If any Stockholder initially elects not to be a Participant, they may later become a Participant by subsequently completing and executing an enrollment form or any appropriate authorization form as may be available from the Company or the Company’s transfer agent. Participation in the Plan will begin with the next Distribution record date after acceptance of a Participant’s subscription, enrollment or authorization. Shares will be purchased under the Plan on the date that Distributions are paid by the Company.

3. ***Suitability.*** Each Participant is requested to promptly notify the Company in writing if the Participant experiences a material change in his or her financial condition, including the failure to satisfy the requirements to be an “accredited investor” as defined by Rule 501(a) of Regulation D under the Securities Act or other investment standards imposed by the Company (and set forth in the Company’s most recent Private Placement Memorandum or subscription agreement, enrollment form or other authorization form).

4. ***Purchase of Shares.***

a. Participants will acquire Shares from the Company under the Plan (the “Plan Shares”) at a price equal to the NAV per Share applicable to the class of Shares purchased by the Participant on the date that the distribution is payable (calculated as of the most recent month end). No selling commissions or fees will be payable with respect to Shares purchased pursuant to the Plan. Participants in the Plan may purchase fractional Shares so that 100% of the Distributions will be used to acquire Shares. However, a Participant will not be able to acquire Plan Shares and such Participant’s participation in the Plan will be terminated to the extent that a reinvestment of such Participant’s distributions in Shares would cause the percentage ownership or other limitations contained in the Articles of Amendment and Restatement of the Company (as amended, restated or otherwise modified from time to time) to be violated.

b. Shares to be acquired by Participants in connection with the Plan will be offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws. Shares issued pursuant to the Plan are subject to transfer restrictions and cannot be sold unless they are subsequently registered under the Securities Act or an exemption from registration is available.

5. ***Taxes.*** THE REINVESTMENT OF DISTRIBUTIONS DOES NOT RELIEVE A PARTICIPANT OF ANY INCOME TAX LIABILITY THAT MAY BE PAYABLE ON THE DISTRIBUTIONS. INFORMATION REGARDING POTENTIAL TAX INCOME LIABILITY OF PARTICIPANTS MAY BE FOUND IN THE PRIVATE PLACEMENT MEMORANDUM. INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF PARTICIPATING IN THE PLAN.

6. **Share Certificates.** The ownership of the Shares purchased through the Plan will be in book-entry form unless and until the Company issues certificates for its outstanding Shares.
7. **Reports.** On a quarterly basis, the Company's transfer agent shall provide each Participant a statement of account describing, as to such Participant: (i) the Distributions reinvested during the quarter; (ii) the number and class of Shares purchased pursuant to the Plan during the quarter; (iii) the per share purchase price for such Shares; and (iv) the total number of Shares purchased on behalf of the Participant under the Plan. On an annual basis, tax information with respect to income earned on Shares under the Plan for the calendar year will be provided to each applicable participant.
8. **Termination by Participant.** A Participant may terminate participation in the Plan at any time, without penalty, by delivering written notice to the Company or the Company's transfer agent. To be effective on a Distribution payment date, the notice of termination must be received by the Company or the Company's transfer agent at least ten business days before the record date fixed by the Board of Directors for such Distribution payment date; otherwise, such termination will be effective with respect to any subsequent Distribution payment date. Any transfer of Shares by a Participant to a non-Participant will terminate participation in the Plan with respect to the transferred Shares. If a Participant requests that the Company repurchase all or any portion of the Participant's Shares, the Participant's participation in the Plan with respect to the Participant's Shares for which repurchase was requested but that were not repurchased will be terminated. If a Participant terminates Plan participation, the Company may, at its option, ensure that the terminating Participant's account will reflect the whole number of shares in such Participant's account and provide a check for the cash value of any fractional share in such account. Upon termination of Plan participation for any reason, future Distributions will be distributed to the Stockholder in cash.
9. **Amendment, Suspension or Termination by the Company.** The Company reserves the right to amend any aspect of the Plan at any time; provided that the Plan cannot be amended to eliminate a Participant's right to terminate participation in the Plan. Further, the Company may suspend or terminate the Plan if, in its reasonable judgment, it deems such action to be in the best interest of the Company and its Stockholders. Material modifications to and suspensions of this Plan will be promptly disclosed to Stockholders in a supplement to the Private Placement Memorandum or via the Investor Portal.
10. **Benefit Plan Participation.** The Company reserves the right to prohibit fiduciaries, pension or profit-sharing plans, other employee benefit plans, individual retirement accounts and other arrangements, whether or not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or the Internal Revenue Code of 1986, as amended, or any successor statute, from participating in the Plan if such participation could, in the Company's view, cause the Company's assets to constitute "plan assets" (within the meaning of ERISA) of such plans, accounts or arrangements.
11. **Jurisdiction.** The Company may elect to deny participation in the Plan with respect to a Stockholder that resides in a jurisdiction or foreign country where, in the Company's judgment, the burden or expense of compliance with applicable securities laws makes participation impracticable or inadvisable.
12. **Liability of the Company.** The Company shall not be liable for any act done in good faith, or for any good faith omission to act, including, without limitation, any claims or liability (i) arising out of failure to terminate a Participant's account upon such Participant's death prior to timely receipt of notice in writing of such death or (ii) with respect to the time and the prices at which Shares are purchased or sold for a Participant's account.
13. **Governing Law.** THIS DISTRIBUTION REINVESTMENT PLAN AND A PARTICIPANT'S ELECTION TO PARTICIPATE IN THE DISTRIBUTION REINVESTMENT PLAN SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND APPLICABLE TO CONTRACTS TO BE MADE AND PERFORMED ENTIRELY IN SAID STATE.