



NORTHEAST INVESTORS TRUST

125 High Street, Suite 1802
Boston, MA 02110

Transfer on Death (TOD)/Pay on Death (POD) Beneficiary Designation

- **This form cannot be used to open a new account. If you are opening a new Account for which you would like to designate beneficiaries, you *must* include a New Account application along with this form.**
- Use this form to designate one or more beneficiaries or to change your existing beneficiary(ies) for your *non-retirement* account. To make ANY changes (e.g. names or share percentages) to your existing primary and/or contingent beneficiary designation, you must complete BOTH Sections 2 and 3. Leaving either Section 2 or 3 blank constitutes an update and will replace any beneficiaries you may have on file. This form will replace all previous beneficiary designations you have made. If you have two or more accounts, you must use a separate form for each of your accounts.
- Before completing this form carefully review the Transfer on Death Beneficiary Instructions and Terms which govern designations made on this form. If you have questions about how the Instructions and Terms may apply to your specific situation, you should consult your personal tax and estate planning professionals.

1 Account Information

The beneficiary designations in this form are to apply to the following account:

1. _____ Social Security Number _____
Account Owner Name

2. _____ Social Security Number _____
Joint Tenant Name(s)

Account Number* _____ *For existing accounts, please provide your Account Number.

Type of Account: Individual Joint Tenants WROS Tenants by the Entirety

The TOD/POD Beneficiary Designation is available only for *non-retirement* accounts registered as one of these types of accounts.

2 Primary Beneficiary Designation

I (we) hereby designate the person(s) named below as primary beneficiary(ies) to receive the assets remaining in the account listed in Section 1 upon my death, or at the death of the surviving owner if the account is owned by more than one person. **Distribution by right of representation will not be permitted.**

Name (First, M, Last) Social Security Number/Tax I.D. Number
For trusts, please provide trust name and name of trustee(s)

Share % Date of Birth/Date of Trust Relationship to account owner

Name (First, M, Last) Social Security Number/Tax I.D. Number
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Name (First, M, Last) Social Security Number/Tax I.D. Number
For trusts, please provide trust name and name of trustee(s)

Share % Date of Birth/Date of Trust Relationship to account owner

Total = 100%

If more space is needed for extra beneficiaries, please attach an additional sheet that identifies the beneficiaries and is signed and dated by all account owners.

3 Contingent Beneficiary Designation

If no primary beneficiary designated above is living at the time of my death, or at the death of the surviving owner (if the account is owned by more than one person), the assets remaining in the account listed in Section 1 shall be distributed to the beneficiary(ies) designated below. **Distribution by right of representation will not be permitted.**

Name (First, M, Last) Social Security Number/Tax I.D. Number
For trusts, please provide trust name and name of trustee(s)

Share % Date of Birth/Date of Trust Relationship to account owner

Name (First, M, Last) Social Security Number/Tax I.D. Number
For trusts, please provide trust name and name of trustee(s)

Share % Date of Birth/Date of Trust Relationship to account owner

Name (First, M, Last) Social Security Number/Tax I.D. Number
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For trusts, please provide trust name and name of trustee(s)

Share % Date of Birth/Date of Trust Relationship to account owner

Total = 100%

If more space is needed for extra beneficiaries, please attach an additional sheet that identifies the beneficiaries and is signed and dated by all account owners.

4 Signature of Account Owner(s)

All account owners must sign this form.

I (We) certify that I (we) have received and read the Transfer on Death (TOD)/Pay on Death (POD) Beneficiary Instructions and Terms.

I (We) agree to be bound to the terms and conditions set forth in such Instructions and Terms, as may be amended from time to time.

The designation of beneficiaries I (we) am (are) making, and any future changes to those designations, will be effective only when accepted by Northeast Investors Trust. When accepted by Northeast Investors Trust, the designation in this form will replace any earlier designation I (we) have made.

I (We) hereby consent to the terms of Transfer on Death (TOD)/Pay on Death (POD) Beneficiary Instructions and Terms as to the beneficiary(ies) I (we) have designated on this form.

I (We) understand this Beneficiary Designation shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.

I (We) acknowledge that this Beneficiary Designation may have important tax and estate planning effects (including the possibility of interfering with my existing estate planning arrangements and documents and that it is my (our) responsibility to obtain advice from an attorney or other competent professional to the extent needed. Northeast Investors Trust does not and cannot give such advice, and has no responsibility for the effects of this Beneficiary Designation.

Beneficiary Designation will override any disposition of the account contained in the account owner's will or trust. Account owners are advised to consult with their attorneys and other tax, financial and estate planning professionals before completing a Beneficiary Designation. Northeast Investors Trust cannot advise the account owner as to the appropriateness of the Beneficiary Designation made, and the acceptance by Northeast Investors Trust of a Beneficiary Designation should not be relied upon by the account owner as approval of the provisions made therein. In addition, account owners should be aware of the possibility that changes in account ownership and/or applicable law may affect the validity of the Beneficiary Designation.

Sign Here

X Signature of Account Owner

Date

X Signature of Joint Account Owner, if any

Date

TRANSFER ON DEATH (TOD)/PAY ON DEATH (POD) BENEFICIARY INSTRUCTIONS AND TERMS

Northeast Investors Trust permits shares held in a non-retirement account to be transferred at death as the account owner designates. The disposition is controlled by these Instructions and Terms and the Transfer on Death (TOD)/Pay on Death (POD) Beneficiary Designation Form (hereinafter "Beneficiary Designation"). At the death of the owner (or at the death of the last surviving owner for accounts held as joint tenants with right of survivorship or as tenants by the entirety), the account which is subject to a Beneficiary Designation will be transferred to one or more beneficiaries (the "beneficiary" or "beneficiaries") designated in the manner herein provided.

The Beneficiary Designation is intended to supplement the prospectus, and is not intended to alter any of the provisions thereof. The administrative terms of the Beneficiary Designation arrangement may be amended from time to time by Northeast Investors Trust by written notice to the account owner, the provisions in effect at the death of the last surviving account owner will control the transfer of the account.

For purposes hereof, the term "owner" shall mean the account owner who has executed the Beneficiary Designation, and, in the case of an account held as joint tenants by the entirety, the term "owner" shall mean each then living account owner, and references to the estate of the owner shall mean the estate of the last surviving account owner. For purposes hereof, the term "Transfer Date" shall mean the date of death of the owner, or, in the case of an account with two or more owners, the date of death of the last surviving owner.

Northeast Investors Trust may refuse for any reason to accept any Beneficiary Designation made by an owner. Certain types of accounts cannot by law be transferred on death by a Beneficiary Designation. If an account is converted to an ineligible account, the Beneficiary Designation will be revoked automatically, and all assets will be paid as if no Beneficiary Designation had ever been made.

Eligibility for Transfer on Death Beneficiary Designation. Only a Northeast Investors Trust account registered in individual name or by two or more individuals as joint tenants with rights of survivorship or as tenants by the entirety may be the subject of a Beneficiary Designation. If any individually-owned account is reregistered and changed to a jointly-owned account registered as joint tenants or tenants by the entirety, the Beneficiary Designation will be revoked and upon the Transfer Date all assets of the account will be paid to the estate of the last surviving owner unless a new Beneficiary Designation signed by the joint owners had been filed.

Effective Date of Beneficiary Designation. The Beneficiary Designation will become effective only by a written designation signed by the owner(s) on a form acceptable to, and received by, Northeast Investors Trust. The owner(s), or the surviving owner(s), may at any time change the named beneficiaries or revoke the Beneficiary Designation. A subsequent Beneficiary Designation will automatically revoke any prior Beneficiary Designation when it becomes effective.

An attorney-in-fact, conservator or guardian or other duly authorized and acting representative of the owner may not change the Beneficiary Designation unless expressly authorized by the instrument or decree granting authority to act on the owner's behalf, and Northeast Investors may require proof of such authority as it determines to be appropriate.

Determination of Beneficiaries. Photocopies and facsimiles of the Transfer on Death Beneficiary Designation Form are acceptable, but original signatures of all owners are required, and the form must be dated. Only the named beneficiaries living on the Transfer Date will receive the shares of the account (equally or pro rata based on their relative percentage interests).

If a trust, partnership, corporation or other entity is named as beneficiary and the entity is not in existence on the Transfer Date, the entity will not be eligible to be a beneficiary. Northeast Investors Trust shall also be entitled to rely on any information certified to it as true and accurate by the owner, the personal representative of the estate of the owner, any beneficiary or the personal representative of any beneficiary, or any other person deemed appropriate by Northeast Investors Trust.

The account will be distributed to the Primary Beneficiaries who survive the owner in the percentages stated in the Beneficiary Designation, or, if no Primary Beneficiary is named, the shares will be distributed to the Contingent Beneficiaries who survive the owner in the percentages stated in the Beneficiary Designation. If no named Primary or Contingent Beneficiary is living on the Transfer Date, the shares will be distributed to the estate of the last surviving owner.

PLEASE NOTE THAT CHANGES IN THE FAMILY OR LEGAL RELATIONSHIPS BETWEEN THE OWNER AND ANY BENEFICIARY WILL NOT AUTOMATICALLY ALTER THE BENEFICIARY DESIGNATION.

Payment on Death. No beneficiary shall have any interest in the account until the last owner's death. Transfers to one or more beneficiaries will be reduced by any outstanding financial obligations of the owner to Northeast Investors Trust. Northeast Investors Trust has no duty to withhold a transfer based on knowledge of an adverse claim unless Northeast Investors Trust has received written notice of that claim that affords it reasonable opportunity to act, and Northeast Investors Trust shall have no responsibility for any transfers made before such notice is given. Where there are or may be conflicting claims to an account, Northeast Investors Trust reserves the right to require a court order before transferring any assets, and shall be entitled to charge any costs, including attorneys' fees, incurred by it to the account.

Each designated beneficiary must notify Northeast Investors Trust of the death of the owner and must provide in a timely manner: (1) written instructions regarding distribution of beneficial interest in the account; (2) a certified copy of the owner's death certificate; and (3) such additional information or documents as Northeast Investors Trust may deem necessary or appropriate in its sole discretion, and Northeast Investors Trust shall not be required to verify such information. Northeast Investors Trust will have no responsibility for locating beneficiaries. Northeast Investors Trust reserves the right to require each beneficiary to open an account at Northeast Investors Trust in order to facilitate transfer of the account's assets.

Northeast Investors Trust reserves the right, in its sole judgment, to withhold a portion of the account transferable to any beneficiary which may be subject to claims, including, but not limited to, tax payment obligations and claims of creditors and, in addition, Northeast Investors Trust may liquidate a portion or all of an account to satisfy obligations owed to it, to pay any costs incurred by it in connection with any Beneficiary Designation or any transfer thereunder.

Northeast Investors Trust has no obligation or responsibility to see to the application of funds paid or otherwise distributed to any beneficiary. Northeast Investors Trust reserves the right, in its sole judgment, to resolve any question by judicial determination, which determination shall be binding on all parties claiming any interest in the account. In such event, all court costs, legal expenses and other related expenses of Northeast Investors Trust shall be borne by the assets of the account.

Payments to Minors and Other Incapacitated Beneficiaries. If a distribution upon the Transfer Date is payable to a person known by Northeast Investors Trust to be a minor or otherwise under a legal disability, Northeast Investors Trust may, in its sole judgment, make all, or any part of the distribution to: (1) a parent of such person; (2) the guardian, conservator, or other legal representative, wherever appointed, of such person; (3) a custodial account established under a Uniform Transfers to Minors Act or similar act of any jurisdiction; (4) any person having control or custody of such person; or (5) to such person directly. If there is no existing custodial account for a beneficiary who is a minor, a court-appointed guardian may be required for the administration of any assets otherwise payable to the minor, and Northeast Investors Trust reserves the right to require the court appointment of a custodian or guardian for such a minor beneficiary.

Indemnity. In consideration of Northeast Investors Trust permitting the owner(s) to hold the account as a Transfer on Death Account, the owner(s), his or her estate and his or her successors-in-interest, including all beneficiaries, shall fully indemnify and hold harmless Northeast Investors Trust, control persons, successors and assigns and its directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, by or to any person or entity, including any beneficiary, any creditor of the owner(s), the estate of the owner(s) and the owner's heirs, successors and assigns, arising out of or relating to:

- Any conflicting disposition of the account made in any owner's will, trust or any other instrument.
- Any written change of beneficiary that the owner(s) has made that has not been accepted by Northeast Investors Trust as provided herein.
- Any other action taken by Northeast Investors Trust in connection with establishing the account as a Transfer on Death (TOD)/Pay on Death (POD) Account, registering shares in the name of the account, and transferring shares from the account on the Transfer Date, including, but not limited to, Northeast Investors Trusts' reliance on information provided to make distributions pursuant to the Beneficiary Designation.

Governing Law. The Beneficiary Designation, and the duties and obligations of Northeast Investors Trust, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute, as applied to contracts entered into and completely performed within said Commonwealth, and shall be binding upon the heirs, personal representatives, successors and assigns of the account owner and the beneficiaries designated by the account owner.