



## NOTICE REGARDING TRANSFER ON DEATH REGISTRATION

Your shares of common stock ("shares") of Moody National REIT II, Inc. (the "Company"), may be registered in beneficiary form by directing the Company to include in the registration a Transfer on Death "TOD" directive to transfer the Shares upon your death to the designated TOD beneficiary. An example of this registration would be "John Doe TOD Jane Smith." This agreement is between you and the Company. You should discuss the making of a TOD directive with your attorney to ensure that it is consistent with your estate and tax planning.

If you chose to reinvest your Shares, the TOD directive with respect to your Shares will also apply to Shares subsequently acquired by you pursuant to the Company's Distribution Reinvestment Plan. The Company may, but shall not be required to, include your TOD directive on your taxpayer information forms and other correspondence as part of the registration in which your Shares are held. You may name a Contingent Beneficiary to whom your Shares will be transferred if, and only if, all of your Primary Beneficiary(ies) predecease(s) you. If all named beneficiaries predecease you, your Shares will be transferred to your estate.

The Company reserves the right to allow the following rules to apply to a TOD registration:

1. A TOD may only be held on an Individual or Joint Tenants with Right to Survivorship ("JTWROS") registration (not on an IRA, estate, trust, etc).
2. The TOD beneficiary must be an individual or entity and cannot be one of the persons in the JTWROS registration.
3. The TOD beneficiary must be named on this form; "spouse" or "children" is not an acceptable designation
4. A TOD registration will not be accepted from residents of any jurisdiction that prohibits such designation, including from residents of Louisiana and Texas.

Upon your death, your Shares and any unpaid distributions with respect to your Shares will be transferred to your designated beneficiary(ies) who survive(s) you, with the properly executed transfer paperwork. You agree that the Company may rely on a sworn request submitted by you to execute your TOD directive (submitted by your named beneficiary or by your personal representative) that lists your surviving beneficiary(ies). Your TOD directive is revocable prior to your death by the sale of your Shares, by assigning your Shares to another person or entity or by requesting registration without a TOD directive or requesting registration with a new TOD directive. Your TOD directive may not be revoked by a provision in your will. If the TOD directive is held in a JTWROS registration, the surviving joint owner may, acting alone, revoke the TOD directive following the death of the other joint owner.

**IMPORTANT NOTICE:** The Company will only honor a TOD directive that has been recorded on the Company's registration record by the Company. Also, the Company will not recognize a revocation or change in the TOD directive made in your will or other instrument. TOD directives, changes and revocations will only be accepted when in proper form. Proper form requires each of the following:

1. Endorsement by the Owner(s) with acceptable signature guarantee(s).
2. Instruction indicating either a new form of registration, removal of the current TOD beneficiary and/or designating a new TOD beneficiary.
3. Actual receipt by the Company prior to your death.

You should periodically review and consider any outstanding TOD directive to make certain the TOD directive conforms to your current intentions with respect to the Shares at your death.



## TRANSFER ON DEATH REGISTRATION FORM

This form may be used to register your Shares in beneficiary form by directing the Company to include in the registration a Transfer on Death ("TOD") directive to transfer the Shares upon your death to the designated Primary Beneficiary(ies). You may name a contingent Beneficiary to whom your Shares will be transferred if your Primary Beneficiary(ies) predecease(s) you. If all named beneficiaries predecease you, your Shares will be transferred to your estate. A TOD directive pursuant to this form is subject to Missouri law, and therefore, the meaning and legal effect of your TOD directive shall be determined by Missouri law.

**1. PROGRAM SELECTION:** Please indicate current investment

Moody National REIT II, Inc.

**2. TYPE OF REGISTRATION**

Individual

Joint Tenants with Right of Survivorship

Name of Owner:  Tax ID/SS #:  Account #:

Name of Joint Owner (if applicable):  Tax ID/SS #:

Street/P.O. Box:

City:  State:  ZIP Code:  Phone #:

**3. BENEFICIARY DESIGNATION:** Please indicate beneficiary (*select only one*).

By signing the below, I/we direct that my/our investment in the above identified program be registered in the TOD form, and designate the following as the party(ies) to whom the investment shall pass after I am/we are deceased ("Primary beneficiary(ies)"). If more than four Primary Beneficiaries are designated, sign and date an additional sheet and include the information indicated below.

1. _____ Name of Primary Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
2. _____ Name of Primary Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
3. _____ Name of Primary Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
4. _____ Name of Primary Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*

\*If no percentage is specified and if more than one beneficiary is named, all Shares will be deemed to be covered by this instruction in equal parts among named Primary Beneficiaries.

Lineal Descendants per Stirpes ("LDPS"): Check if you wish to have the account pass to children of the above-designated beneficiary(ies) in the event the designated beneficiary(ies) predecease(s) you. The LDPS designation will apply to all designated beneficiaries.

**4. CONTINGENT BENEFICIARY DESIGNATION**

By signing below, I/we designate the following as the party(ies) to whom the investment shall pass after I am/we are deceased in the event there is no surviving Primary Beneficiary ("Contingent Beneficiaries"). If more than four Contingent Beneficiaries are designated, sign and date an additional sheet and include the information indicated below.

1. _____ Name of Contingent Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
2. _____ Name of Contingent Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
3. _____ Name of Contingent Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*
4. _____ Name of Contingent Beneficiary <i>Name of Custodian, if a minor</i>	_____ Tax ID/SS #	_____ Date of Birth	_____ Percentage (%)*

\*If no percentage is specified and if more than one beneficiary is named, all Shares will be deemed to be covered by this instruction in equal parts among named Contingent Beneficiaries.

Lineal Descendants per Stirpes ("LDPS"): Check if you wish to have the account pass to children of the above-designated beneficiary(ies) in the event the designated beneficiary(ies) predecease(s) you. The LDPS designation will apply to all designated beneficiaries.

By signing the below, I/we also make the following warranties, representations and agreements:

1. Neither the Company, nor any of their respective directors, managers, officers, agents or employees (collectively, the "Representatives") are responsible for determining the tax consequences of the decision to register this investment as requested above.
2. The Company is not required to re-register the investment in the name of the beneficiary(ies) unless the Company has received such documents as the Company may require establishing that I am/we are deceased. An adult person or financial institution must be named to serve as custodian for each minor beneficiary designated in this TOD Registration Form ("Agreement"). Only one person may be named as custodian for each minor beneficiary, but the same custodian may serve as custodian for two or more minor beneficiaries.
3. I/we agree that the Company and the Representatives will not be liable for any claims, losses or liabilities resulting from (i) any breach of warranty, representation or agreement in this Agreement, or (ii) any action the Company nor the Representatives takes in connection with the registration or re-registration in the name of the beneficiary(ies), or any distribution thereafter to the beneficiary(ies) or for the benefit of the beneficiary(ies), made as requested or authorized under this Agreement. If any claims are made or disputes are raised in connection with the TOD directive or the registration or re-registration of the investment in accordance with the TOD directive, the Company reserves the right to require the claimants or parties in interest to provide evidence of a final resolution (by adjudication, arbitration or other acceptable method) prior to any transfer of the investment.
4. If this Agreement is established under JTWR0S, upon the death of one of the joint owners, ownership shall pass to the surviving joint owner, and the Company may follow the instructions of the survivor with regard to the investment, including and without limitation, instructions to (i) terminate TOD registration, or (ii) change Owner or beneficiary.
5. Neither the Company nor the Representatives has provided any legal, tax, or other advice to me. I understand that a TOD directive may not be applicable in every jurisdiction. I agree to obtain the advice of any attorney with regard to the enforceability of this form of registration in my state, and its effect on my tax and estate planning.
6. I acknowledge receipt of and have read the "Notice Regarding Transfer on Death Registration" attached hereto.

_____ Signature of Owner	_____ Printed Name	_____ Date
-----------------------------	-----------------------	---------------

_____ Signature of Joint Registered Owner	_____ Printed Name	_____ Date
--	-----------------------	---------------

5. SPOUSAL WAIVER

Please note: A spousal waiver must be completed if all of the following conditions are present: (1) you are married, (2) your spouse is not the sole Primary Beneficiary, and (3) you are a resident of a community property state (including: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin). Otherwise, a spousal waiver is optional.

By signing below, I consent to the terms and conditions of the Agreement:

\_\_\_\_\_  
Signature of Owner's Spouse

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Complete and deliver this form to:  
**MOODY NATIONAL REIT II, INC.**  
(888) 457-2358

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

**Express/Overnight Delivery:**  
430 West 7<sup>th</sup> St.  
Kansas City, MO 64105-1407