

Please use this Transfer on Death form related to your investment in Eagle Point Institutional Income Fund. Please contact us via email or by calling with any questions:

Telephone: 203-340-8560
Email: EPIIF@eaglepointcredit.com

Once completed, please follow the delivery instructions below:

Standard mail

- Standard Mail:
Eagle Point Institutional Income Fund
Attn: SS&C GIDS, Inc. as agent for Eagle Point Institutional Income Fund P.O. Box 219225
Kansas City, MO 64121-9225
Telephone: 833-360-5520 Fax: 833-864-1293

Overnight mail

- Overnight Mail:
Eagle Point Institutional Income Fund
Attn: SS&C GIDS, Inc. as agent for Eagle Point Institutional Income Fund
430 W 7th Street, Suite 219225 Kansas City, MO 64105-1407
Telephone: 833-360-5520 Fax: 833-864-1293

Email

EPIIF@eaglepointcredit.com

Beneficiary Registration or Change Notice

Account Registration: A Transfer on Death (“TOD”) designation is only permitted for individual registrations and registrations by joint tenants with rights of survivorship. Therefore, a TOD designation is not permitted for registrations that are held as community property or by a qualified plan, trust, corporation, etc.

Beneficiary Information: You may designate one, or more than one, beneficiary. If you designate more than one beneficiary and you do not indicate the percentage of your shares to be transferred to each, then your shares will be divided equally among the beneficiaries. Minors may be beneficiaries provided you name a custodian, guardian or trustee. If a custodian, guardian or trustee is not indicated, you are representing that all named beneficiaries are not minors. Beneficiaries are not registered owners and have no rights to make changes to or request information regarding your investment.

Effect of Multiple Beneficiary Designations: You may elect to have your shares held in separate registrations for each named beneficiary. You may also elect to have your shares held as single registration for more than one beneficiary. If you make a per stirpes election, then, if any primary or contingent beneficiary dies before you but has surviving descendants, that beneficiary’s share will be paid to such surviving descendants by right of representation, i.e., equally. In this case, persons within that group of descendants of a per stirpes beneficiary living on the date of the designation and on the date of death are included. If you do not make a per stirpes election, then, by default, only named beneficiaries will share in the account assets, and others who may be in the same group of descendants as the named individual (e.g., other children or grandchildren) but who are not named will not share in the account assets whether they were born, adopted or otherwise became a member of the group before or after the date of death. Only beneficiaries living on the date of death are eligible to receive account assets.

Eagle Point Institutional Income Fund (the “Fund”) is entitled to rely on any representation of facts made by you, the personal representative of your estate, any beneficiary and any other person or source deemed appropriate by the Fund in determining the identity of any unnamed beneficiaries.

Transfer to Beneficiary(ies) upon Your Death: The transfer agent will process a transfer of your shares to the designated beneficiary(ies) upon receipt of the following: (1) properly completed and executed transfer forms with appropriate signatures, Medallion Stamp Guaranteed, (2) a true copy of the death certificate of the registered owner(s) and (3) other documentation as may be required by the Fund and/or the transfer agent.

Tax and Legal Notice: None of the Fund, its affiliated investment advisor(s), the dealer manager or the transfer agent shall be responsible for determining the tax and/or legal consequences of your decision to register your investment in TOD form. You should consult your own legal, tax and business advisors before electing to register your investment in TOD form. In addition, none of the Fund, its affiliated investment advisor(s), the dealer manager or the transfer agent shall have any liability or responsibility to a designated TOD beneficiary, or to any individual who would be entitled to receive your interest in such investment if there had been no TOD designation for such investment, and the beneficiary shall have no claims against any of them, for interest and all distributions in respect of a security registered in TOD form paid in cash to you and negotiated by your representatives after your death unless or until the shares are presented in proper form for transfer to, and are registered in the name of, the beneficiary. In addition, there can be no assurance that the TOD designation will be honored under applicable law, in that the laws with respect to TOD vary from state to state. Accordingly, to the extent an intended TOD is not honored, the parties hereto and all intended beneficiaries acknowledge that the Fund shall have no liability hereunder.

Indemnification: Intending to be legally bound and in consideration of the registration of your investment in TOD form, you hereby agree, for yourself and your designated beneficiary(ies), and your and their respective successors, heirs and assigns, as follows: (1) that your investment shall be governed by this TOD Beneficiary Registration or Change Notice; (2) to at all times indemnify and hold harmless the Fund, its affiliated investment advisor(s), the dealer manager and the transfer agent, their respective officers, directors, shareholders, trustees, employees and agents and their respective successors, heirs and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, liabilities, damages, actions, charges and expenses, including, but not limited to, attorneys' fees and disbursements sustained or incurred by any of the Indemnified Parties (collectively, the "Claims") to the extent that any acceptance or implementation of, or other action in accordance with, this TOD Beneficiary Registration or Change Notice and the rules of The Securities Transfer Association, Inc. with respect to TOD instructions by you is alleged or found for any reason to have been improper, invalid or ineffective, and (3) that the foregoing indemnification shall include, without limitation, any Claims by third parties challenging any TOD instructions or transfer in connection with your investment.

Spousal Consent: If you are married and your spouse is not the sole designated beneficiary of your investment, spousal consent may be required for the registration of your account in TOD form. The Fund is under no obligation to determine your marital status, or whether your investment is separate or community property.

Future Changes in Notice: The Fund may amend this TOD Beneficiary Registration or Change Notice from time to time as needed or required.

Arbitration Disclosures: This agreement contains a predispute arbitration clause. By signing and arbitration agreement the parties agree as follows:

All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration, in some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Any controversy between us and you or the Fund shall be submitted to arbitration before any national securities exchange on which a transaction giving rise to the claim took place (and only before such exchange), or the financial industry regulatory authority.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (I) the class certification is denied; (II) the class is decertified; or (III) the customer is excluded from the class by the court, such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The laws of the state of Connecticut govern.

By signing below, you:

1. Affirm that the beneficiary information provided on this form replaces any prior beneficiary information that may be on record for the indicated account(s).
2. Acknowledge that, if you check “per stripes,” that any share otherwise payable to a beneficiary shall instead be paid to that beneficiary’s surviving descendants by right of representation if the original beneficiary does not survive the account owner(s).
3. Acknowledge that “per stirpes” creates a category of beneficiaries (for example, the children of a beneficiary), and therefore may end up including individuals not yet born or adopted.
4. Acknowledge that listing beneficiaries by name does NOT create a category of beneficiaries, and that if you later want to include other beneficiaries, you will need to submit new beneficiary form.
5. Acknowledge that if you do not provide percentages, that the account will be divided equally among primary beneficiaries or among contingent beneficiaries, as applicable.
6. Agree that the Fund or its affiliates have no obligation to locate or notify any beneficiaries or to independently verify any information submitted by any person claiming an interest in your account.
7. Agree that when your assets are distributed to your beneficiaries, fractional shares that cannot be distributed in accordance with your instructions will instead be given to the beneficiary receiving the largest percentage of the account’s assets or, if each beneficiary is receiving an equal percentage, to the last paid beneficiary.

1. Investment Information

Apply Transfer on Death to My Investment (For New Accounts, Please Provide Investor's Name):

Current Account Number (Custodian/Broker Account Number or Eagle Point Account Number)

Investor's Name

2. Designation of Beneficiaries

TOD Beneficiary #1

- Primary** **Inheritance** **Per Stirpes** (check to cause beneficiary's shares to go to their descendants if investor outlives beneficiary)

Beneficiary's SSN Date of Birth

Beneficiary's Name (first, middle, last)

Number or Percent of Shares

Custodian Name (required if beneficiary is a minor)

TOD Beneficiary #2

- Primary** **Inheritance** **Per Stirpes** (check to cause beneficiary's shares to go to their descendants if investor outlives beneficiary)

Beneficiary's SSN Date of Birth

Beneficiary's Name (first, middle, last)

Number or Percent of Shares

Custodian Name (required if beneficiary is a minor)

TOD Beneficiary #3

- Primary** **Inheritance** **Per Stirpes** (check to cause beneficiary's shares to go to their descendants if investor outlives beneficiary)

Beneficiary's SSN Date of Birth

Beneficiary's Name (first, middle, last)

Number or Percent of Shares

Custodian Name (required if beneficiary is a minor)

TOD Beneficiary #4

Primary

Inheritance

Per Stirpes (check to cause beneficiary's shares to go to their descendants if investor outlives beneficiary)

Beneficiary's SSN

Date of Birth

Beneficiary's Name (first, middle, last)

Number or Percent of Shares

Custodian Name (required if beneficiary is a minor)

3. Signatures

| | |
|-------------------------------|-------------------|
| Signature of Investor/Trustee | Date (mm/dd/yyyy) |
| | |

| | |
|-------------------------------------|-------------------|
| Signature of Joint Investor/Trustee | Date (mm/dd/yyyy) |
| | |

| | |
|--|-------------------|
| Signature of Investor's Spouse (required in Community Property states) | Date (mm/dd/yyyy) |
| | |

| | |
|--|-------------------|
| Signature of Joint Investor's Spouse (required in Community Property states) | Date (mm/dd/yyyy) |
| | |