

# Fairholme Funds, Inc. Transfer on Death Registration and Beneficiary Designation Form

**FAIRHOLME**

Please read carefully both pages of this form. Contact Shareholder Services at (866) 202-2263 Monday through Friday from 8am to 8pm EST with any questions.

Please complete this form to establish or change your beneficiaries on a Transfer on Death (TOD) registration for only a *non-retirement* account. A TOD designation is eligible on Individual, Joint Tenants with Rights of Survivorship and Tenants by the Entirety registrations only. The beneficiary designations you make upon establishing a TOD registration will take precedence over any estate plans you may have established through a will or trust, so you are advised to consult with your tax and estate planning professionals.

## I. Account Information

Account #

Account Name (as it appears on account statement)

Social Security # or Tax ID #

Telephone # (daytime/evening)

## II. Beneficiary Designation Instructions

- Designate TOD beneficiary(ies) on the account identified above.
- Change previously designated TOD beneficiary(ies) on the account identified above.

Please complete the beneficiary designation information below. Only specifically named individuals, corporations, trusts or legal entities will be accepted as TOD beneficiaries. For clarification of avoidance of doubt: designations such as "Lineal Descendants" or "Per Stirpes" will be rejected. Minors may be beneficiaries of a TOD account only if a custodian, trustee, or guardian is identified for the minor. If any beneficiary is a minor at the time that a transfer of assets under a TOD registration is effective, the interest will only be transferred to (1) a custodian under a Uniform Transfers to Minors Act account for a minor, which custodian can be named in this form, or if not named, must be the minor's natural parent or legal guardian of the minor's property, or (2) a conservator or legal guardian of the property of the minor.

Indicate the name(s) of the beneficiary(ies) you wish to designate to receive the balance in your account upon your death or the death of the last surviving joint tenant (if applicable). You may designate one or more primary and one or more contingent beneficiaries. The total primary beneficiary percentage allocation and the total contingent beneficiary (if any) percentage allocation must EACH equal 100%. If you do not provide percentages, the account will be divided equally among primary beneficiaries or among contingent beneficiaries, as applicable. The minimum percentage you can leave a beneficiary is 1%. If numeric percentages indicated below do not equal 100%, then the assets of the account that are not apportioned shall be transferred to beneficiaries, otherwise entitled to distributions, pro-rata based on their proportional percentage interests. No beneficiary (primary or contingent) will receive any shares of the Fairholme Funds prior to your death or the death of the last surviving joint tenant (if applicable). If a primary beneficiary does not survive you or the last surviving joint tenant (if applicable), his/her interest passes proportionately to the primary beneficiaries who survive you or the last surviving joint tenant (if applicable), unless your state law: (1) dictates a different application, or (2) expressly permits you to designate otherwise and you do so. If no primary beneficiary(ies) survive you or the last surviving joint tenant (if applicable) and you have designated a contingent beneficiary(ies), the contingent beneficiary(ies) will share the account assets equally unless you specify certain percentages, which must total 100%. If no beneficiary survives you or the last surviving joint tenant (if applicable), the shares pass to your estate or the estate of the last surviving joint tenant (if applicable). Please note, that upon your death or the death of the last surviving joint tenant (if applicable), we have no obligation to locate or contact your beneficiary(ies) or inform them of their status. Additionally, upon your death or the death of the last surviving joint tenant (if applicable), if there is any question regarding your beneficiary designation, we reserve the right (but have no obligation) to request non-conflicting instructions from all designated beneficiaries regarding the disposition of the shares. *This designation supersedes any prior beneficiary designations that you have made with respect to the account listed herein.*

Beneficiary Name	Date of Birth (mm/dd/yyyy)	Type	Relationship	Social Security # or Tax ID #	Share %
_____	_____	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	_____	_____	_____
_____	_____	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	_____	_____	_____
_____	_____	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	_____	_____	_____
_____	_____	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	_____	_____	_____
_____	_____	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	_____	_____	_____

Total Share Percentage for Primary Beneficiary(ies): \_\_\_\_\_ %  
 Total Share Percentage for Contingent Beneficiary(ies): \_\_\_\_\_ %

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### III. Spousal Consent (for use in community property states)

**Community Property Spousal Consent:** Consent of your spouse may be required in a community property state to effectively designate a beneficiary other than, or in addition to, your spouse. (This section should be reviewed and completed if the account holder is located in a community property state and the account holder is married. Due to the important tax consequences of giving up one's community property rights, individuals signing this section should consult with his or her tax or legal advisor.)

**Representation of Spouse:** I am the spouse of the above-named account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to consult with my tax and/or legal advisor.

I hereby give the account holder any interest I have or may claim in this account and consent to the beneficiary designation(s) indicated above. I assume responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the registering entity.

X  
Signature of Spouse \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

### IV. Authorization, Certification, and Signature

All registered owners listed under the "Account Information" section above must sign this form. By signing this form, I/we acknowledge that I/we have received and read the current Fairholme Funds, Inc. prospectus. I/we agree to all its terms and I/we authorize the instructions in this form. I/we, my/our estate(s), and my/our successors-in-interest agree to indemnify, defend and hold harmless the Fairholme Funds and/or its administrator; any of its affiliates, and each of their respective directors, officers, trustees, employees, legal representatives, agents, successors and assigns (each of whom is referred to herein as the "indemnified party") against and from any and all losses, damages, liabilities, obligations, penalties, claims, judgements, expenses and costs of every kind and nature whatsoever (including attorneys' fees), that may be at any time incurred by or assessed against any indemnified party arising from, in connection with or in any way directly or indirectly relating to or involving these instructions or this Agreement. I/we certify that all of the information I/we have provided in this form is true, complete and accurate. Additionally, I/we affirm that the beneficiary information provided on this form replaces any prior beneficiary information that may be on record for the indicated account.

Designating a TOD beneficiary on your Fairholme Funds account may have certain tax and/or legal consequences. By signing below, the undersigned hereby agrees that neither the Fairholme Funds nor their transfer agent, BNY Mellon Investment Servicing (US) Inc. ("BNY"), is responsible for determining any tax and/or legal consequences concerning his/her decision to designate a TOD beneficiary on his/her Fairholme Funds account. The undersigned also understands that he/she should consult with his/her tax or legal advisor prior to completing this Transfer on Death Registration Form to ensure a TOD registration meets his/her specific estate planning requirements.

The undersigned hereby revokes any and all prior designations of a TOD beneficiary. The undersigned understands that this TOD beneficiary designation will supersede any conflicting provisions that the undersigned or the undersigned's representatives have made or may make in any will, trust, agreement or other instrument relating to this account. The undersigned also understands that he/she may change this TOD beneficiary designation at any time by submitting a new Fairholme Funds Transfer on Death Registration and Beneficiary Designation Form, or remove the designation by submitting new registration instructions, in proper form, to the Fairholme Funds. The Transfer on Death Registration and Beneficiary Designation Form can be found at [www.fairholmefunds.com](http://www.fairholmefunds.com).

If my/our state of residence has not adopted the Uniform TOD Act, I/we understand and acknowledge that by signing below, this account will be established under the Maryland Uniform Transfer on Death Security Registration Act. Neither Fairholme Funds nor BNY makes any express or implied representation that the Transfer on Death Registration and Beneficiary Designation Form will be effective if the account owner resides in a jurisdiction that has not adopted the Uniform TOD Act or any other statute of similar effect at the time of his or her death.

I/we have read this form and understand and agree to be legally bound by its terms.

X  
Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_  
  
\* Medallion Signature Guarantee Stamp

X  
Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_  
  
\* Medallion Signature Guarantee Stamp

All account owners must sign this form exactly as the account is registered. A Medallion Signature Guarantee is required for each signature.

An eligible guarantor is a domestic bank or trust company, securities broker/dealer, clearing agency or savings association that participates in a medallion program recognized by the Securities Transfer Agents Association. The three recognized medallion programs are the Securities Transfer Agents Medallion Program (known as STAMP), Stock Exchanges Medallion Program (SEMP), and the Medallion Signature Program (MSP). The Medallion Signature Guarantee stamp must include the words "SIGNATURE GUARANTEE, MEDALLION GUARANTEED" and otherwise comply with the medallion program requirements. A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

### V. Mailing Addresses

Send completed form via overnight/courier mail to:

Fairholme Funds, Inc.  
c/o BNY Mellon Investment Servicing (US) Inc.  
4400 Computer Drive  
Westborough, MA 01581  
(866) 202-2263

Send completed form via regular mail to:

Fairholme Funds, Inc.  
c/o BNY Mellon Investment Servicing (US) Inc.  
P.O. Box 9692  
Providence, RI 02940-9692