

FAIRHOLME

**PRIVACY POLICIES, DISCLOSURES,
INSTRUCTIONS & AGREEMENTS FOR:**

Individual Retirement Account (IRA)

Traditional IRA

SEP IRA

Roth IRA

Inherited IRA

BNY MELLON INVESTMENT SERVICING TRUST COMPANY

Supplement to the Traditional and Roth Individual Retirement Account (“IRA”)
Disclosure Statement for Tax Year 2024

DEADLINE FOR 2023 CONTRIBUTIONS TO A TRADITIONAL OR ROTH IRA:

Most taxpayers will have until Monday, April 15, 2024, to make contributions to a traditional IRA or Roth IRA for 2023. However, due to the Patriots’ Day holiday observed in Massachusetts and Maine on April 15, 2024, and the Emancipation Day holiday observed in Washington DC on Tuesday April 16, 2024, residents of Massachusetts and Maine only will have until Wednesday, April 17, 2024, to make contributions to a traditional or Roth IRA for 2023. For more information, please refer to the Internal Revenue Service (IRS) web site: www.irs.gov.

2024 IRA CONTRIBUTION LIMITS FOR TRADITIONAL AND ROTH IRA:

The maximum allowable contribution to your IRAs (deductible, non-deductible, and Roth) for the tax year is the lesser of (a) \$7,000 or (b) 100% of your earned income. For those who have attained or will attain the age of 50 before the close of the taxable year, the annual IRA contribution limit is increased by \$1,000 (total of \$8,000 for 2024). Any contribution made to your IRA will be treated as a current year contribution recorded in the year it is received, unless the contribution is made between January 1 and April 15, 2024, and you have identified the contribution as a prior year contribution. Please consult IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) for eligibility requirements and contribution restrictions.

2024 TRADITIONAL IRA INCOME TAX DEDUCTION:

Your contribution to a traditional IRA may be deductible on your federal income tax return. However, there is a phase-out of the IRA deduction if you are an active participant in an employer-sponsored retirement plan. The IRA deduction is reduced proportionately as modified adjusted gross income increases. If you are not an active participant in an employer-sponsored retirement plan, there is a phase-out of the IRA deduction if you’re married based on whether or not your spouse is covered by a workplace retirement plan. Please consult IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)* for assistance in calculating your deductible contribution as it pertains to individual income and employer-sponsored retirement plan circumstances. Your contribution in excess of the permitted deduction will be considered a non-deductible contribution.

DEDUCTION LIMIT - Effect of Modified AGI on Deduction – Covered by a Retirement Plan at Work

TAX YEAR 2024	Full deduction if modified AGI is:	Partial deduction if modified AGI is:	No deduction if modified AGI is:
Single Filers or Head of Household	\$77,000 or less	More than \$77,000 but less than \$87,000	\$87,000 or more
Married – filing jointly or Qualified Widow(er)	\$123,000 or less	More than \$123,000 but less than \$143,000	\$143,000 or more
Married – filing separately	N/A	Less than \$10,000	\$10,000 or more

DEDUCTION LIMIT - Effect of Modified AGI on Deduction – You are NOT Covered by a Retirement Plan at Work (Spousal Coverage Considered)

TAX YEAR 2024	Full deduction if modified AGI is:	Partial deduction if modified AGI is:	No deduction if AGI is:
Married – filing jointly – spouse covered at work	\$230,000 or less	More than \$230,000 but less than \$240,000	\$240,000 or more
Married – filing separately – spouse covered at work	N/A	Less than \$10,000	\$10,000 or more

2024 ROTH IRA CONTRIBUTION ELIGIBILITY:

For 2024, your Roth IRA contribution limit is reduced (phased out) based on your modified AGI as follows:

TAX YEAR 2023	Full contribution if modified AGI is:	Partial contribution if modified AGI is:	No contribution if AGI is:
Married – filing jointly or Qualified Widow(er)	Less than \$230,000	At least \$230,000 but less than \$240,000	\$240,000 or more
Married – filing separately	N/A	Less than \$10,000	\$10,000 or more
Single, Head of Household or Married – filing separately and you did not live with your spouse at any time during the year	Less than \$146,000	At least \$146,000 but less than \$161,000	\$161,000 or more

Qualified Charitable Distributions allowed for 2024: an annual distribution of up to \$105,000 and a one-time distribution of up to \$53,000 to certain split-interest entities are allowed for owners age 70 ½ or over.

These limits may be adjusted from time to time by the IRS; please refer to Publication 590-A *Contributions to Individual Retirement Arrangements (IRAs)* for current year limits.

2024 UPDATES FOR SECURE ACT 2.0

THE SPECIFIC SECTIONS BELOW ARE REPLACED OR AMENDED EFFECTIVE AS OF 1/1/2024 BY INCLUSION IN THIS SUPPLEMENT. CHANGES OR ADDITIONS ARE SHOWN IN *ITALICS*.

ADDITIONAL INFORMATION REGARDING ROTH CATCH UP CONTRIBUTIONS AND ROTH CONTRIBUTIONS TO SEP AND SIMPLE IRAS WILL BE RELEASED PENDING ADDITIONAL IRS GUIDANCE.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

EARLY DISTRIBUTIONS FROM A TRADITIONAL IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

13. *Distributions for victims of domestic abuse – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of \$10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.*¹

14. *Distributions for certain emergency expenses – a distribution of up to \$1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.*¹

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

EARLY DISTRIBUTIONS FROM A ROTH IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

13. *Distributions for victims of domestic abuse – individuals who self-certify that they are victims of domestic abuse are permitted to withdraw up to the lesser of \$10,000 or 50% of their account. Such distributions are not subject to the 10% early distribution penalty tax and may be repaid within 3 years of the distribution date.*¹

14. *Distributions for certain emergency expenses – a distribution of up to \$1,000 will be permitted for those individuals experiencing an unforeseen personal or family emergency. Only one such distribution is permitted per year and must be repaid before another emergency distribution may be issued. The distribution may be repaid within 3 years of the distribution date.*¹

2023 SUPPLEMENT CONTENTS INCLUDED BELOW:

Technical corrections: The language highlighted below replaces the last line of each section of the Traditional Disclosure Statement and Roth IRA Disclosure Statement as shown below. Previously, more information could be located by using the search tool on www.irs.gov, however, the content of IRS publications is excluded from these searches. Please see the most recent ***IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs)***.

TRADITIONAL DISCLOSURE STATEMENT

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. ~~According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018.~~ **For more information, please see *IRS Publication 590-***

B, Distributions from Individual Retirement Arrangements (IRAs) – “No recharacterizations of conversions made in 2018 or later.”

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee- to-trustee transfer. **For more information, please see *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – “Application of one-rollover-per-year limitation.”***

ROTH DISCLOSURE STATEMENT

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be “reversed” or “corrected”.

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. ~~According to the IRS, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018.~~ **For more information, please see *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs) – “No recharacterizations of conversions made in 2018 or later.”***

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee- to-trustee transfer. **For more information, please see *IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs) – “Application of one-rollover-per-year limitation.”***

SECURE 2.0 Act of 2022

**Supplement to the Traditional and Roth Individual Retirement Account (IRA)
Disclosure Statement for provisions effective on or prior to January 1, 2023**

Note: The SECURE 2.0 Act includes that SEP IRA Designated Roth Contributions will be allowed, however this change cannot be implemented until IRS Guidance is issued to confirm the process for employers to update their plans and accept participant elections for SEP IRA Designated Roth Contributions.

THE SPECIFIC SECTIONS BELOW ARE REPLACED OR AMENDED EFFECTIVE AS OF 1/1/2023 BY INCLUSION IN THIS SUPPLEMENT. CHANGES OR ADDITIONS ARE SHOWN IN *ITALICS*.

TRADITIONAL and ROTH INDIVIDUAL RETIREMENT ACCOUNT COMBINED DISCLOSURE STATEMENT

QUALIFIED CHARITABLE DISTRIBUTIONS (“QCDs”)

Certain taxpayers may transfer funds from their IRA to an eligible charitable organization. To qualify, the IRA owner must be age 70½ or older. QCDs may be made from a traditional IRA or a Roth IRA and may be used to satisfy a participant’s required minimum distribution (“RMD”) for the tax year. The maximum annual amount that may be distributed each year is \$100,000 regardless of how many IRAs the participant owns. For married individuals filing a joint return, the limit is \$100,000 for each individual IRA owner.

Effective for January 1, 2023, in addition to the annual QCD described above, a taxpayer may make a one-time election to distribute up to \$50,000 as a QCD to certain split-interest entities, including charitable remainder annuity trusts, charitable remainder unitrusts and charitable gift annuities.

Additionally, the one-time limit of \$50,000 and the annual limit of \$100,000 for a QCD will be indexed to inflation starting in 2024. Please reference the most recent Disclosure Supplement where increases will be documented when applicable. More information about QCDs can be found in IRS Publication 590-B Distributions from Individual Retirement Arrangements.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened an IRA, which is a traditional or SEP IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The following requirements apply to your IRA:

1. Contributions, transfers and rollovers may be made only in "cash" by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than:
 - i. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);
 - ii. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);
 - iii. *April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951);*
 - iv. *April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960); and*
 - v. *distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.*

The language highlighted below is stricken from the “Excess Contributions” section of the disclosure as it is no longer applicable for distributions taken after the effective date of the SECURE 2.0 Act.

EXCESS CONTRIBUTIONS

Amounts contributed to your traditional IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. **The return of earnings may also be subject to the 10% penalty tax on early distributions discussed in the section titled "Early Distributions from a Traditional IRA"**. If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution, if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. **The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½**. An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. If you are subject to a federal penalty tax due to an excess contribution, you must file IRS Form 5329.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or "NIA") using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (including extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A TRADITIONAL IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

*11. **Terminal illness distributions** - An exception to the 10% early withdrawal penalty for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months.*¹

*12. **Participants impacted by a federally declared disaster** - May distribute up to \$22,000 per disaster, and such distribution is exempt from the 10% early distribution penalty.*¹

REQUIRED DISTRIBUTIONS FROM A TRADITIONAL IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- a. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949);
- b. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949);

- c. April 1 of the year following the year in which you attain age 73; if you attain age 72 in or after 2023 (those owners born in or after 1951); or
- d. April 1 of the year following the year in which you attain age 75; if you attain age 73 in or after 2033 (those owners born in or after 1960).

The year you attain *the then effective RMD age* (see above) is referred to as your "first distribution calendar year". Your required minimum distribution for each year, *beginning with the calendar year you attain the then effective RMD age* is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31st), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to 25% of the difference between the amount distributed and the amount required to be distributed, *and if the failure is corrected within 2 years following the due date of the distribution, the penalty may be reduced to 10%*. You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

The language highlighted below is stricken from the "Excess Contributions" section of the disclosure as it is no longer applicable for distributions taken after the effective date of the SECURE 2.0 Act.

EXCESS CONTRIBUTIONS

Amounts contributed to your Roth IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax on excess contributions will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, *only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. **The return of earnings may also be subject to the 10% penalty tax on early distributions.*** An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. Consult IRS Publication 590 for more information pertaining to excess contributions. If you make an excess contribution to your Roth IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. **The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½.** If you are subject to a federal penalty tax due to an excess contribution, you must file IRS Form 5329.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or "NIA") using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the Roth IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (plus extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A ROTH IRA:

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

*11. **Terminal illness distributions** - An exception to the 10% early withdrawal penalty applies for distributions made to an individual whose physician certifies that they have an illness or condition that is reasonably expected to result in death within 84 months.¹*

*12. **Participants impacted by a federally declared disaster** - May distribute up to \$22,000 per disaster, and such distribution is exempt from the 10% early distribution penalty.¹*

FAIRHOLME

FAIRHOLME FUNDS, INC.

INDIVIDUAL RETIREMENT ACCOUNT (IRA)

TRADITIONAL IRA

SEP IRA

ROTH IRA

INHERITED IRA

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References to the “Custodian” mean BNY Mellon Investment Servicing Trust Company.

TRADITIONAL AND ROTH INDIVIDUAL RETIREMENT ACCOUNT COMBINED DISCLOSURE STATEMENT

The following information is the disclosure statement required by federal tax regulations. You should read this Disclosure Statement, the Custodial Account Agreement and the prospectuses for the mutual funds in which your IRA contributions will be invested. The rules governing IRAs are subject to change. You should consult the IRS Publication 590 or the IRS website www.irs.gov for updated rules and requirements.

IMPORTANT INFORMATION ABOUT U.S. GOVERNMENT REQUIREMENTS THAT MAY AFFECT YOUR ACCOUNT

BNY Mellon Investment Servicing Trust Company (“BNY Mellon,” “we,” or “us”), provides custodial and administrative services for your retirement or savings account. As a result of this role, persons who open a retirement or savings account are considered ‘customers’ of BNY Mellon (“you” or “your”).

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires BNY Mellon, as a financial institution, to obtain, verify, and record information that identifies each person who opens an account. All accounts we open are opened on a conditional basis – conditioned on our ability to verify your identity in accordance with Federal law.

When establishing an account, you are required to provide your full legal name, address, government issued identification number (e.g. social security number), date of birth, and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver’s license or other identifying documents and may consult third-party databases to help verify your identity. If the account you are opening will be registered in the name of a beneficiary, trust, or estate or charity, we may require additional identifying documentation.

If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected.

If we open your account, and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by U.S. Government regulations, we reserve the right to take any one or more of the following actions:

- We may place restrictions on your account which block all purchase transactions and we may place additional restrictions on your account blocking other transactional activities if we determine such additional restrictions are appropriate under Federal law or regulation.
- We may close your account, sell (i.e., “liquidate”) the assets in your account in the prevailing market at the time, and send you a check representing the cash proceeds of your account. This distribution will be reported to the IRS and may result in unfavorable consequences to you under Federal and state tax laws.

You May Incur Losses. Despite being opened as a conditional account, your account will be invested as you instruct and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You may also be subject to additional market risks if the additional transactional restrictions discussed above are placed on your account. In addition, the closing of your account may subject you to fees and charges imposed by a sponsor, issuer, depository or other person or entity associated with one or more of the assets in which you are invested, and any sales charges you may have paid in connection with your purchases will not be refunded.

You Assume All Responsibility For These Losses. BNY Mellon expressly disclaims any responsibility or liability for losses you incur as a result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities and adverse tax consequences). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request or from a subsequent inability to adequately verify your identity in accordance with Federal law or regulation.

STATE UNCLAIMED PROPERTY LAW DISCLOSURE

The assets in your custodial account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

REQUIRED FEDERAL INCOME TAX WITHHOLDING ON ESCHEATED TRADITIONAL IRA ACCOUNTS

Effective as of January 1, 2020, for any Traditional IRA Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS Form 1099R and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your custodial account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of ten percent (10%).

REVOCAION OF YOUR IRA

You have the right to revoke your IRA and receive the entire amount of your initial investment by notifying the Custodian in writing within seven (7) days of establishing your IRA (account open date). If you revoke your IRA within seven days, you are entitled to a return of the entire amount contributed, without adjustment for such items as sales commissions, administrative expenses, or fluctuations in market value. If you decide to revoke your IRA, notice should be delivered or mailed to the address listed in the application instructions. This notice should be signed by you and include the following:

1. The date.
2. A statement that you elect to revoke your IRA.
3. Your IRA account number.
4. The date your IRA was established.
5. Your signature and your name printed or typed.

Mailed notice will be deemed given on the date that it is postmarked, if it is properly addressed and deposited either in the United States mail, first class postage prepaid, or with an IRS approved overnight service. This means that when you mail your notice, it must be postmarked on or before the seventh day after your IRA was opened. A revoked IRA will be reported to the IRS and the Depositor on IRS Forms 1099-R and 5498.

CONTRIBUTIONS

For 2021, the maximum allowable contribution to your individual retirement accounts (deductible, non-deductible, and Roth) is the lesser of (a) \$6,000 or (b) 100% of your earned income. If you are submitting a prior year contribution, the limit was set at \$6000.

Age 50 or above catch-up contributions – For those who have attained the age of 50 before the close of the taxable year, the annual IRA contribution limit is increased by \$1,000.

For tax years after 2021, the above limits may be subject to IRS cost-of-living adjustments, if any. Please read the Traditional and Roth Individual Retirement Account Combined Disclosure Statement carefully or consult IRS Publication 590 or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

Making an IRA contribution on behalf of your spouse - If you have earned compensation, are married and file a joint federal income tax return, you may make an IRA contribution on behalf of your working or nonworking spouse. The total annual contribution limit for both IRAs may not exceed the lesser of the combined compensation of both spouses or the annual IRA contribution limits as set forth by the IRS. Contributions made on behalf of a spouse must be made to a separate IRA account established by your spouse.

Any contribution made to your IRA will be treated as a contribution for the year it is received, unless the contribution is made between January 1 and the April 15th postmark deadline and you have identified the contribution as a prior year contribution.

TRADITIONAL IRA CONTRIBUTION RESTRICTION - Effective as of January 1, 2020, the maximum age of 70½ for traditional IRA contributions has been repealed. Beginning in 2020, IRA owners who have reached age 70½ or older, may make a contribution, provided they have earned income for the year. This change does not allow owners over the age of 70½ to make 2019 or prior contribution, however.

ROTH IRA CONTRIBUTION –There is no age restriction for contributions to a Roth IRA, as long as the requirements of earned income are met.

DESCRIPTION OF AVAILABLE OPTIONS FOR YOUR CONTRIBUTIONS

The assets in your custodial account will be invested in accordance with instructions communicated by you (or following your death, by your beneficiary) or by your (or following your death, your beneficiary's) authorized agent. Account contributions may be invested in shares of one or more mutual funds made available to you in connection with this IRA account (the "Mutual Funds"), or in other investments that are eligible for investment under section 408(a) of the Internal Revenue Code and that are acceptable to the Custodian as investments under the Individual Retirement Account (IRA) Application and Adoption Agreement.

Mutual Fund Investments: An investment in any of the Mutual Funds involves investment risks, including possible loss of principal. In addition, growth in the value of your Mutual Funds is neither guaranteed nor protected due to the characteristics of a mutual fund investment. Detailed information about the shares of each Mutual Fund available to you for investment of your IRA contributions must be furnished to you in the form of a prospectus. The method for computing and allocating annual earnings is set forth in the prospectus. (See the section of each prospectus entitled "Dividends.") The prospectus also sets forth the costs and expenses you incur by being invested in a particular Mutual Fund; such costs and expenses reduce any yield you might obtain from the Mutual Funds. (See the section of the prospectus entitled "Expense Table" and the sections referred to therein.) For further information regarding expenses, earnings, and distributions of a particular Mutual Fund, see that Mutual Fund's financial statements, prospectus and/or statement of additional information.

In Article VIII, Section 23 of the TRADITIONAL IRA CUSTODIAL ACCOUNT AGREEMENT and Article IX, Section 23 of the ROTH IRA CUSTODIAL ACCOUNT AGREEMENT ("Sections 23"), both of which constitute an important part of the APPLICATION and ADOPTION AGREEMENT, you authorize the Custodian to act in its discretion for your benefit in situations where assets in your custodial account are liquidated and the Custodian has not received instructions from you in a timely manner regarding the disposition of such proceeds or where the only instructions received from you cannot reasonably or practicably be carried out. For example, a Mutual Fund may take actions which result in that Mutual Fund, or in your investment in that Mutual Fund, being involuntarily liquidated. The Mutual Fund or the prospectus for that Mutual Fund may direct that the proceeds of the liquidation be placed in an asset not available to you under the APPLICATION and ADOPTION AGREEMENT or provide solely that the cash or other property resulting from the liquidation be distributed directly to shareholders. If the Custodian does not receive timely instructions from you that it can reasonably and practicably carry out (for example, in-kind property distributed by the Mutual Fund may not be a permissible asset for your IRA), then in both Sections 23 you authorize the Custodian to exercise its discretion in acting on your behalf, including taking such actions as placing the proceeds in a money market mutual fund, an FDIC-insured bank account or money market account, distributing the proceeds to you or holding the proceeds uninvested. Other examples may exist involving different liquidation circumstances and different restrictions or limitations regarding the disposition of the proceeds. The Custodian expressly disclaims any liability for any action taken or omitted under the authority of either Section 23, unless the Internal Revenue Code or regulations implementing the Internal Revenue Code require otherwise.

BENEFICIARY DESIGNATIONS

Per Stirpes Beneficiary Designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

In the event of your death, the balance of your custodial account shall be paid to the primary beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If none of the primary beneficiaries survive you, the balance of your account shall be paid to the contingent beneficiaries who survive you in equal shares (or in the specified shares, if indicated). If you name multiple primary beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining primary beneficiaries. Similarly, unless you have specified otherwise, if no primary beneficiary survives you and you have named multiple contingent beneficiaries and a beneficiary does not survive you, such interest is terminated and that percentage will be divided proportionately among the remaining contingent beneficiaries.

You may change your beneficiaries at any time by giving written notice to the Custodian. If you do not designate a beneficiary, or if all designated beneficiaries predecease you, your surviving spouse will become the beneficiary of your IRA. If you do not have a surviving spouse at the time of your death, your estate will become the beneficiary of your IRA. If a trust is designated as a beneficiary, you must provide both the date of the trust and the name(s) of the trustee(s).

SPOUSAL BENEFICIARY DESIGNATION IN THE EVENT OF DIVORCE

In the event of a divorce or legal separation, the Custodian will not automatically remove the former spouse as the designated beneficiary without court appointment. If your life circumstances have changed, we suggest you submit an IRA Beneficiary Designation Form. The current beneficiary designation on file with the Custodian will be deemed valid and in full force until such date as the Custodian receives a signed IRA Beneficiary Designation Form, in good order.

SPOUSAL PROVISIONS FOR SAME SEX COUPLES

In accordance with federal regulations, where an individual is lawfully married to another individual, regardless of sex, both individuals shall be treated as a “spouse” for federal tax purposes. Individuals in a civil union or domestic partnership will not be treated as spouses for federal tax purposes.

TAX REFUND DIRECT DEPOSIT IRA CONTRIBUTIONS

Taxpayers who qualify for a tax refund may elect to directly deposit their refund into their IRA account. The amount of the refund deposited to your IRA cannot exceed annual IRA limits as set forth by the IRS. You must contact the Custodian in advance of completing IRS Form 8888 to obtain the proper routing instructions. All tax refund contributions will be recorded as current year contributions for the year received.

HEALTH SAVINGS ACCOUNT (“HSA”) FUNDING DISTRIBUTION

You are allowed a one-time, tax-free transfer from an IRA (other than a SEP or SIMPLE IRA) to use toward your annual Health Savings Account (“HSA”) contribution. Eligible individuals may make an irrevocable one-time, tax-free “qualified HSA funding distribution” from an IRA and move it directly into an HSA, subject to strict requirements. The HSA funding distribution must be directly transferred from the IRA custodian or trustee to the HSA custodian or trustee. The amount of the transfer cannot exceed the maximum HSA contribution limit for the year that the amount is transferred. The deposited amount is counted toward the individual’s total HSA annual contribution limit.

NON-SPOUSE BENEFICIARIES OF EMPLOYER PLANS

Eligible non-spouse beneficiary distributions from an employer’s retirement plan can be directly rolled over into a beneficiary/inherited IRA. To accomplish the direct rollover, the plan administrator must distribute the benefit payable to the trustee or custodian and mail it directly to the receiving institution. If the distribution is paid directly to the non-spouse beneficiary, a rollover will not be permitted.

The beneficiary/inherited IRA account must be registered in both the non-spouse beneficiary’s name and the decedent’s name. A non-spouse beneficiary may include a trust beneficiary that meets the special “look through” rules under the IRS regulations. Non-qualified trusts, estates or charities are not eligible for the direct rollover provision.

QUALIFIED RESERVIST DISTRIBUTIONS

Early distributions paid to certain military reservists called to active duty after September 11, 2001 (“Qualified Reservist Distributions”) are eligible to be repaid to an IRA within a two-year period after the end of active duty. This provision applies to distributions made after September 11, 2001. Repayments cannot exceed the amount of your Qualified Reservist Distributions. Repayment cannot be made after the date that is two years after your active duty period ends. The repayments are not treated as rollovers.

SAVER’S TAX CREDIT

The Saver’s Tax Credit rewards low to moderate income taxpayers who contribute toward their retirement savings with a non-refundable dollar for dollar tax credit that could reduce their federal income tax liability. Eligibility to participate in the program is based on your filing status and adjusted gross income. For more information about the Saver’s Credit, check the IRS website www.irs.gov under the term “Retirement Savings Contributions Credit” or “Saver’s Credit.”

QUALIFIED CHARITABLE DISTRIBUTIONS (“QCDs”)

Certain taxpayers may transfer funds from their IRA to an eligible charitable organization. To qualify the IRA owner must be age 70½ or older. QCDs may be made from a traditional IRA or a Roth IRA and may be used to satisfy a participant’s required minimum distribution (“RMD”) for the tax year. The maximum annual amount that may be distributed each year is \$100,000 regardless of how many IRAs the participant owns. For married individuals filing a joint return, the limit is \$100,000 for each individual IRA owner. More information about QCDs can be found in IRS Publication 590-B Distributions from Individual Retirement Arrangements.

PROHIBITED TRANSACTIONS

If you or your beneficiary engages in any prohibited transaction as described in the Internal Revenue Code (IRC) Section 4975(c) (such as any sale, exchange, borrowing, or leasing of any property between you and your IRA; or any other interference with the independent status of the account), the account will lose its exemption from tax and be treated as having been distributed to you in the tax year in which you or your beneficiary engaged in the prohibited transaction. The distribution may also be subject to additional penalties including a 10% penalty tax if you have not attained age 59½. See Publication 590 for further instructions on calculating taxable gain, reporting amounts in income and prohibited transaction penalty taxes. In addition, if you or your beneficiary use (pledge) all or any part of your IRA as security for a loan, then the portion so pledged will be treated as if distributed to you, and will be taxable to you. Your distribution may also be subject to a 10% penalty tax if you have not attained age 59½ during the year which you make such a pledge.

FEES AND CHARGES

There is an annual custodial maintenance fee for each IRA account as set forth on the Application. The Custodian may also charge a service fee in connection with any distribution from your IRA.

ESTATE TAX

Amounts payable to your spouse, as your named beneficiary, may qualify for a marital tax deduction for federal estate tax purposes.

INCOME TAX WITHHOLDING

The Custodian is required to withhold federal income tax from any taxable distribution from your IRA at the rate of 10% unless you choose not to have tax withheld. You may elect out of withholding by advising the Custodian in writing, prior to the distribution, that you do not want tax withheld from the distribution. This election may be made on any distribution request form provided by the Custodian. If you do not elect out of tax withholding, you may direct the Custodian to withhold an additional amount of tax in excess of 10%.

State income tax withholding may also apply to distributions from your IRA account when federal income tax is withheld. Please contact your tax advisor or state tax authority for information about your state's income tax withholding requirements.

Also, as noted above, effective as of January 1, 2020, for any Traditional IRA Account that becomes dormant and subject to escheatment under state unclaimed property law, the Internal Revenue Service requires reporting of the amount escheated on IRS Form 1099R and income tax withholding at the time of escheatment to the state. You agree and authorize the Custodian to liquidate sufficient assets in your custodial account to provide for the withholding to the IRS. The Custodian will remit withholding to the IRS in accordance with any prior withholding election. If you have not made a prior withholding election, the Custodian will remit withholding at a rate of ten percent (10%).

ADDITIONAL INFORMATION

Distributions under \$10 will not be reported on IRS Form 1099-R (as allowed under IRS regulations). However, you must still report these distributions to the IRS on your Form 1040 (as well as other forms that may be required to properly file your tax return).

For more detailed information, you may obtain IRS Publication 590, Individual Retirement Arrangements from any district office of the IRS or by calling 1-800-TAX-FORM.

FILING WITH THE IRS

Contributions to your IRA must be reported on your tax return (Form 1040 or 1040A, and Form 8606 for nondeductible traditional IRA contributions) for the taxable year contributed. If you are subject to any of the federal penalty taxes due to excess contributions, premature distributions, or missed required minimum distributions, you must file IRS Form 5329.

TRADITIONAL INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened an IRA, which is a traditional or SEP IRA for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The following requirements apply to your IRA:

1. Contributions, transfers and rollovers may be made only in “cash” by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. You must begin receiving distributions from your account no later than:
 - i. April 1 of the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949)
 - ii. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949)
 - iii. And distributions must be completed over a period that is not longer than the joint life expectancy of you and your beneficiary.

TRADITIONAL IRA ELIGIBILITY

You are permitted to make a regular contribution to your traditional IRA, if you receive compensation for such taxable year. For tax year 2019 and prior, contributions were not allowed for any year in which or after you attained age 70½. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and “earned income” in the case of self-employment, payments made to individuals pursuing graduate or post-doctoral study or research and Difficulty of Care Payments. The amount which is deductible depends upon whether or not you are an active participant in a retirement plan maintained by your employer; your modified adjusted gross income; your marital status; and your tax filing status.

TRADITIONAL IRA INCOME TAX DEDUCTION

Your contribution to a traditional IRA may be deductible on your federal income tax return. However, there is a phase-out of the IRA deduction if you are an active participant in an employer-sponsored retirement plan. The IRA deduction is reduced proportionately as adjusted gross income increases. Adjusted gross income levels are subject to change each year. Please consult IRS Publication 590 for calculating your deductible contribution as it pertains to individual income and employer-sponsored retirement plan circumstances. Your contributions in excess of the permitted deduction will be considered non-deductible contributions.

A deductible IRA contribution can be made to your spouse’s IRA even if you are an active participant in an employer-sponsored retirement plan, if your joint adjusted gross income for the tax year does not exceed the limits as set forth by the IRS. The IRA deduction is reduced proportionally as your joint adjusted gross income increases.

TRADITIONAL IRA TAXATION AND ROLLOVERS

The income of your IRA is not taxed until the money is distributed to you. Distributions are taxable as ordinary income when received, except the amount of any distribution representing non-deducted contributions or the return of an excess contribution is not taxed.

RESTRICTIONS ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial

institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information please visit the IRS's website www.irs.gov using the search term "IRA One-Rollover-Per-Year Rule."

In general, you may "roll over" a distribution from another IRA, an eligible rollover distribution from your employer's qualified plan, or distributions from certain tax deferred annuities or accounts. If a distribution is rolled over (i.e. deposited in your IRA within 60 calendar days), the amount rolled over is not taxable. The IRS strictly enforces the 60-day time limit. You may rollover a portion of a distribution in which case the remainder will be subject to tax. The IRS requires 20% of any distribution from your employer's qualified plan to be withheld for federal income tax unless your distribution is transferred (as a direct rollover) to an eligible retirement plan such as another qualified plan or IRA.

LATE ROLLOVER CONTRIBUTIONS

The IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit), if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during the course of an examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements, you could be subject to additional income, income taxes and penalties. The IRA custodian is required to report all late rollover contribution deposits on IRS Form 5498. For more information and a list of qualifying events please visit the IRS's website www.irs.gov using the search term "Revenue Procedure 2020-46".

Note: The rules regarding tax-free rollovers are complex and subject to frequent change; you should consult a professional tax advisor if you are considering a rollover.

CONVERTING TO A ROTH IRA

You may also "convert" all or a portion of your traditional, SEP or SIMPLE (after the required two year holding period) IRA to a Roth IRA. You may not convert any portion of a required minimum distribution (RMD). A conversion is a type of distribution and is not tax-free. Distributions are taxable as ordinary income when received, except any amount representing the return of non-deducted contributions is not taxed. The 10% penalty tax on early distributions does not apply to conversion amounts unless an amount attributable to a conversion is distributed from the Roth IRA prior to five years from the date of the conversion. Your traditional IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your traditional IRA (IRS Form 1099-R) and a conversion contribution to your Roth IRA (IRS Form 5498). The rules regarding conversions to Roth IRAs are complex and you should consult a professional tax advisor prior to a conversion.

RECHARACTERIZATION OF ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP, or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected."

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP, or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. According to the IRA, you can recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018. For more information please visit the IRS website www.irs.gov using the search term "IRA FAQs – Recharacterization of Roth Rollovers and Conversions."

RECHARACTERIZING TRADITIONAL IRA CONTRIBUTIONS

If you are eligible to contribute to a Roth IRA, all or part of a contribution you make to your traditional IRA, along with allocable earnings or losses, may be recharacterized and treated as if made to your Roth IRA on the date the contribution was originally made to your traditional IRA. Recharacterization of a contribution is irrevocable and must be completed on or before the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made.

A recharacterized contribution is reported as a distribution from the first IRA (IRS Form 1099-R) and a recharacterization contribution to the second IRA (IRS Form 5498) for the tax year in which the recharacterization occurs. The rules regarding recharacterization are complex and you should consult a professional tax advisor prior to any recharacterization. A recharacterization form is available from the Custodian and should be used for all recharacterization requests.

EXCESS CONTRIBUTIONS

Amounts contributed to your traditional IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. The return of earnings may also be subject to the 10% penalty tax on early distributions discussed in the section titled “Early Distributions from a Traditional IRA.” If you make an excess contribution to your IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution, if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½. An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. If you are subject to a federal penalty tax due to an excess contribution, you must file IRS Form 5329.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or “NIA”) using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (including extensions) will be considered corrected, thus avoiding an excess contribution penalty.

EARLY DISTRIBUTIONS FROM A TRADITIONAL IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a Traditional IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. However, the additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

1. **Death** - After your death, distributions made to your beneficiary.
2. **Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
3. **Substantially equal periodic payments** – You are not subject to the additional 10% early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.¹

4. **Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.¹
5. **Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Traditional IRA to pay for health insurance premiums.¹
6. **Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.¹
7. **First-time homebuyer** – You may take payments from your Traditional IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.¹
8. **IRS levy** – Payments from your Traditional IRA made to the U.S. government in response to a federal tax levy.
9. **Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Traditional IRA during the active duty period.¹
10. **Qualified birth or adoption** – Payments from your Traditional IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.¹

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

¹ *We do not report distributions for these exceptions on IRS Form 1099-R as exempt from the early distribution penalty. You must file IRS Form 5329 along with your income tax return to the IRS to claim a penalty tax exception for this reason.*

The above is general information on Traditional IRA distributions. You may wish to review *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. If you have questions about whether a distribution includes any amount subject to federal income or the 10% early distribution tax, please speak with a qualified tax professional.

REQUIRED DISTRIBUTIONS FROM A TRADITIONAL IRA

You are required to begin receiving minimum distributions from your IRA by your required beginning date, which is defined as:

- a. April 1 of the year following the year in which you attain age 70½; if you attained age 70½ in or prior to 2019 (those owners born on or prior to June 30, 1949), or
- b. April 1 of the year following the year in which you attain age 72; if you attain age 70½ in or after 2020 (those owners born on or after July 1, 1949)

The year you attain age 70½ or 72, as applicable, is referred to as your “first distribution calendar year.” Your required minimum distribution for each year, beginning with the calendar year you attain age 70½ or 72, as applicable, is generally based upon the value of your account at the end of the prior year divided by the factor for your age (derived from the IRS Uniform Lifetime Distribution Period Table). This table assumes you have a designated spouse beneficiary exactly 10 years younger than you. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, your required minimum distribution for each year is based upon the joint life expectancies of you and your spouse. The account balance that is used to determine each year's required minimum distribution amount is the prior year end fair market value (value as of December 31st), adjusted for outstanding rollovers, transfers and recharacterizations (that relate to a conversion or failed conversion made in the prior year). You are responsible for notifying the Custodian of any outstanding amounts.

If the amount distributed during a taxable year is less than the minimum amount required to be distributed, you will be subject to a penalty tax equal to 50% of the difference between the amount distributed and the amount required to be distributed. You are responsible for monitoring this schedule from year to year to make sure that you are withdrawing the required minimum amount. If you are subject to a federal penalty tax due to a missed required minimum distribution, you must file IRS Form 5329.

However, no payment will be made from this IRA until you provide the Custodian with a proper distribution request acceptable by the Custodian. Upon receipt of such distribution request, you may switch to a joint life expectancy in determining the required minimum distribution if your spouse was your sole beneficiary, as of the January 1st of the calendar year that contains your required beginning date, and such spouse is more than 10 years younger than you. The required minimum distribution for the second distribution calendar year and for each subsequent distribution calendar year must be made by December 31st of each such year. A required minimum distribution election form is available from the Custodian.

TRADITIONAL IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31ST, 2019

If, prior to your death, you have not started to take your required distributions and you have properly designated a beneficiary(ies), the entire value of your IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30th of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of your death. However, if your spouse is your sole beneficiary, these distributions are not required to commence until the December 31st of the calendar year you would have attained age 70½, if that date is later than the required commencement date in the previous sentence. If you die before your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed no later than the December 31st of the calendar year that contains the fifth anniversary of your death.

If you die on or after your required beginning date and you have a designated beneficiary, the balance in your IRA will be distributed to your beneficiary over a period not longer than the beneficiary's single life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of your death. If you die on or after your required beginning date and you do not have a designated beneficiary, the balance in your IRA must be distributed over a period that does not exceed your remaining single life expectancy determined in the year of your death. However, the required minimum distribution for the calendar year that contains the date of your death is still required to be distributed. Such amount is determined as if you were still alive throughout that year. If your spouse is your sole beneficiary, your spouse may elect to treat your IRA as their own IRA, whether you die before or after your required beginning date. If you die after your required beginning date and your spouse elects to treat your IRA as his or her own IRA, any required minimum that has not been distributed for the year of your death must still be distributed to your surviving spouse and then the remaining balance can be treated as your spouse's own IRA. After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31st, 2019. If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate.

TRADITIONAL IRA DISTRIBUTIONS DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1ST, 2020

If you die on or after your required beginning date the required minimum distribution for the year of your death must be distributed to your beneficiary(ies) if it has not otherwise been taken prior to the date of your death. If you have one or more properly designated beneficiaries, all other amounts remaining in your IRA upon your death must be distributed no later than December 31st of the calendar year that contains the tenth anniversary of your death. If you have no designated beneficiary by September 30th of the year following the year in which you die, the entire value of your IRA must be distributed to your beneficiaries by December 31st of the calendar year that contains the fifth anniversary of your death. An exception to the 10-year rule is available for eligible designated beneficiaries who elect in writing no later than 1 year after the owner's death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

- i. The owner's spouse
 - a. If your designated beneficiary is your spouse, your spouse may elect to treat your Traditional IRA as their own.
- ii. A child of the IRA owner who has not reached the age of majority.
 - a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining must be distributed no later than the end of the tenth year after the year they reach majority.
- iii. Disabled individuals within the meaning of section 72(m)(7) of the Internal Revenue Code as of the date of the death of the owner.
- iv. Chronically ill individuals, within the meaning of section 401(a)(9)(E)(ii)(IV) as of the date of death of the owner.
- v. An individual not listed above who is not more than 10 years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited traditional IRA may not take life expectancy distributions; the balance remaining in the account must be distributed by December 31st of the calendar year that contains the tenth anniversary of the death of the beneficiary.

TRADITIONAL IRA - IRS APPROVED FORM

Your traditional IRA is the IRS's model custodial account contained in IRS Form 5305-A. Certain additions have been made in Article VIII of the form. By following the form, your traditional IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the IRA. Form 5305-A may also be used by qualifying employers in conjunction with Form 5305-SEP to establish a Simplified Employee Pension plan (SEP) on behalf of employees. If your IRA is part of a SEP, details regarding the plan should also be provided by your employer. IRS Form 5305-A cannot be used in connection with SIMPLE or Roth IRAs or Coverdell Education Savings Accounts.

ROTH INDIVIDUAL RETIREMENT ACCOUNT DISCLOSURE

You have opened a Roth Individual Retirement Account (Roth IRA), which is an account for the exclusive benefit of you and your beneficiaries, created by a written instrument (the Custodial Account Agreement). The following requirements apply to your Roth IRA:

1. Contributions, transfers and rollovers may be made only in “cash” by check, draft, or other form acceptable to the Custodian.
2. The Custodian must be a bank, trust company, savings and loan association, credit union or a person who is approved to act in such capacity by the Secretary of the Treasury.
3. No part may be invested in life insurance contracts.
4. Your interest must be nonforfeitable.
5. The assets of the custodial account may not be mixed with other property except in a common investment fund.
6. There is no age limit on contributions as long as you have earned income.
7. Your adjusted gross income must be within the eligibility limits.
8. There are no mandatory withdrawals during your lifetime.

ROTH IRA ELIGIBILITY

You are permitted to make a regular contribution to your Roth IRA for any taxable year if you receive compensation for such taxable year. Compensation includes salaries, wages, tips, commissions, bonuses, alimony, royalties from creative efforts and “earned income” in the case of self-employment, payments made to individuals pursuing graduate or post-doctoral study or research and Difficulty of Care Payments.

Contributions can continue to be made to a Roth IRA at any age as long as the requirements of earned income are met.

There is a phase-out of eligibility to make a Roth IRA contribution if your adjusted gross income is above certain levels. These limits may be adjusted from time to time by the IRS.

ROTH IRA INCOME TAX DEDUCTION

Your contribution to a Roth IRA is not deductible on your federal income tax return.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS

An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information please visit the IRS’s website www.irs.gov using the search term “IRA One-Rollover-Per-Year Rule.”

In general, you may “roll over” a distribution from another IRA, an eligible rollover distribution from your employer’s qualified plan, or distributions from certain tax deferred annuities or accounts. If a distribution is rolled over (i.e. deposited in your IRA within 60 calendar days), the amount rolled over is not taxable. The IRS strictly enforces the 60-day time limit. You may rollover a portion of a distribution in which case the remainder will be subject to tax. The IRS requires 20% of any distribution from your employer’s qualified plan to be withheld for federal income tax unless your distribution is transferred (as a direct rollover) to an eligible retirement plan such as another qualified plan or IRA.

LATE ROLLOVER CONTRIBUTIONS

The IRS will permit you to deposit a late rollover contribution (exceeding the 60-day time limit), if you meet certain qualifications. All late rollover contribution deposits must be accompanied by a late rollover self-certification form. It is important to know that self-certification does not constitute an automatic waiver of the 60-day time limit. The IRS may, during the course of an

examination, determine that your contribution does not meet the requirements for a waiver. If it is determined that you do not meet the requirements you could be subject to additional income, income taxes and penalties. The IRA custodian is required to report all late rollover contribution deposits on IRS Form 5498. For more information and a list of qualifying events please visit the IRS's website www.irs.gov using the search term "Revenue Procedure 2020-46."

Note: The rules regarding tax-free rollovers are complex and subject to frequent change; you should consult a professional tax advisor if you are considering a rollover.

ROLLOVER FROM A DESIGNATED ROTH CONTRIBUTION ACCOUNT UNDER AN EMPLOYER-SPONSORED PLAN INTO A ROTH IRA

Amounts attributable to a participant's designated Roth contribution account under an employer's 401(k) plan or 403(b) plan are eligible to roll over into a Roth IRA as either a direct rollover or a 60-day rollover. Once the amount is rolled over to a Roth IRA it may not be rolled back to an employer's plan. The rules regarding designated Roth rollovers to Roth IRAs are complex and you should consult a tax advisor prior to initiating a designated Roth rollover.

MILITARY DEATH GRATUITIES AND SERVICE MEMBERS GROUP LIFE INSURANCE (SGLI) PAYMENT ROLLOVERS

If you received a military death gratuity or SGLI payment, you may contribute all or part of the amount received to your Roth IRA or to a Coverdell Education Savings Account (Coverdell ESA). The contribution is treated as a rollover, except that this type of rollover does not count when figuring the annual limit on the number of rollovers allowed. The amount you can contribute to a Roth IRA or Coverdell ESA under this provision cannot exceed the total amount of such payments that you received because of the death of a person reduced by any part of the amount so received that you have already contributed to a Roth IRA or Coverdell ESA.

ROTH CONVERSIONS

You may convert a traditional, SEP, or SIMPLE (after the required two year holding period) IRA into a Roth IRA. You may not convert any portion of a required minimum distribution (RMD). If a distribution is converted from a traditional IRA and is deposited to your Roth IRA within 60 calendar days, the amount of the conversion distribution will be taxed as ordinary income, except any amount which represents the return of non-deductible contributions is not taxed. The IRS enforces the 60-day time limit strictly. The 10% penalty for early distributions will not apply to the amount converted if held in your Roth IRA for at least five years and certain other criteria are met. See the section titled "Taxation of Roth IRA Distributions." Your traditional IRA may be converted to a Roth IRA by means of an in-house direct transfer (within the same financial institution) or as a direct transfer between two different financial institutions.

A conversion is reported as a distribution from your traditional IRA (IRS Form 1099-R) and a conversion contribution to your Roth IRA (IRS Form 5498). The rules regarding conversions to Roth IRAs are complex and you should consult a professional tax advisor prior to a conversion.

EMPLOYER-SPONSORED PLAN CONVERSIONS TO A ROTH IRA

Conversion rollovers from employer-sponsored plans, such as qualified plans and 403(b) plans, to a Roth IRA are permitted.

RECHARACTERIZATION OF A ROTH IRA CONVERSION IS NOW PROHIBITED (Correction Process)

Effective January 1, 2018, a Roth IRA conversion cannot be recharacterized back to a traditional IRA, SEP or SIMPLE IRA. In addition, amounts contributed to an employer sponsored qualified plan that were converted to a Roth IRA cannot be recharacterized back to the employer plan. A Roth IRA conversion is now deemed an irrevocable election and cannot be "reversed" or "corrected."

Prior to January 1, 2018, you could correct a Roth IRA conversion made in error by recharacterizing the conversion back to a traditional IRA, SEP, or SIMPLE IRA. The recharacterization had to take place prior to the due date, including extensions, for filing your federal income tax return for the tax year in which the conversion was originally made. According to the IRS, you can

recharacterize a Roth IRA conversion that took place in tax year 2017, provided that the recharacterization is completed by October 15, 2018. For more information, please visit the IRS website www.irs.gov using the search term “IRA FAQs – Recharacterization of Roth Rollovers and Conversions.”

RECHARACTERIZING A ROTH IRA CONTRIBUTION

All or part of a contribution you make to your Roth IRA, along with any allocable earnings or losses, may be recharacterized and treated as if made to your traditional IRA on the date the contribution was originally made to your Roth IRA. All or part of a contribution you make to your traditional IRA may be recharacterized and treated as if made to your Roth IRA on the date the contribution was originally made to your traditional IRA. Recharacterization of a contribution is irrevocable and must be completed on or before the due date, including extensions, for filing your federal income tax return for the tax year for which the contribution was originally made.

A recharacterized contribution is reported as a distribution from the first IRA (IRS Form 1099-R) and a recharacterization contribution to the second IRA (IRS Form 5498) for the tax year in which the recharacterization occurs.

EXCESS CONTRIBUTIONS

Amounts contributed to your Roth IRA in excess of the allowable limit will be subject to a non-deductible excise tax of 6% for each year until the excess is used up (as an allowable contribution in a subsequent year) or returned to you. The 6% excise tax on excess contributions will not apply if the excess contribution and earnings allocable to it are distributed by your federal income tax return due date, including extensions. If such a distribution is made, only the earnings are considered taxable income for the tax year in which the excess was contributed to the IRA. The return of earnings may also be subject to the 10% penalty tax on early distributions. An IRS Form 1099-R will be issued for the year in which the distribution occurred, not the year in which the excess contribution was made. Consult IRS Publication 590 for more information pertaining to excess contributions. If you make an excess contribution to your Roth IRA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply each year to any part or all of the excess that remains in your account.

Earnings will be removed with the excess contribution if corrected before your federal income tax return due date (including extensions), pursuant to Internal Revenue Code Section 408(d)(4) and IRS Publication 590. The IRS may impose a 10% early distribution penalty on the earnings if you are under age 59½. If you are subject to a federal penalty tax due to an excess contribution, you must file IRS Form 5329.

For the purpose of the excess contribution, we will calculate the net income attributable to that contribution (Net Income Attributable or “NIA”) using the method provided for in the IRS Final Regulations for Earnings Calculation for Returned or Recharacterized Contributions. This method calculates the NIA based on the actual earnings and losses of the Roth IRA during the time it held the excess contribution. Please note that a negative NIA is permitted and, if applicable, will be deducted from the amount of the excess contribution.

Excess contributions (plus or minus the NIA) that are distributed by your federal income tax return due date (plus extensions) will be considered corrected, thus avoiding an excess contribution penalty.

TAXATION OF ROTH IRA DISTRIBUTIONS

Any distribution, or portion of any distribution, which consists of the return of contributions you made to your Roth IRA is not subject to federal income tax. For federal income tax purposes, contributions are presumed to be withdrawn first, then conversion contributions, then earnings.

Qualified Distribution - The earnings on your contributions will not be subject to federal income tax or penalty if the assets being withdrawn have been in your Roth IRA for at least five (5) years (from the first taxable year in which your initial contribution, including rollover or conversion contribution, was made to the Roth IRA) in addition to any one of the following:

1. you have attained age 59½, or
2. used toward the expenses of a first time home purchase up to a lifetime limit of \$10,000, or
3. made because you are disabled, or
4. due to your death.

Non-Qualified Distribution - The earnings portion of a distribution made prior to the end of the five-year holding period, regardless of the reason, is considered a non-qualified distribution and is subject to ordinary income tax. The earnings may also be subject to a 10% penalty tax if you are under age 59½, unless an early distribution exception applies. The distribution of amounts attributable to conversion contributions (prior to five years from the tax year of conversion) may be subject to a 10% penalty tax if you are under age 59½, unless an early distribution exception applies. Exceptions to the 10% penalty tax on early distributions are described in the section titled “Early Distributions from a Roth IRA.” If you are subject to a federal penalty tax due to a premature distribution, you must file IRS Form 5329.

EARLY DISTRIBUTIONS FROM A ROTH IRA

Early Distribution Penalty Tax – If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10% generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10% generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10% generally will not apply if one of the following exceptions apply. The 10% penalty tax is in addition to any federal income tax that is owed at distribution.

1. **Death** - After your death, distributions made to your beneficiary.
2. **Disability** – If at the time of distribution, you are disabled (within the meaning of section 72(m)(7) of the Internal Revenue Code)
3. **Substantially equal periodic payments** – You are not subject to the additional 10% early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary.¹
4. **Unreimbursed medical expenses** – If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income. The medical expenses may be for you, your spouse, or any dependent listed on your tax return.¹
5. **Health insurance premiums** – If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Roth IRA to pay for health insurance premiums.¹
6. **Higher education expenses** – Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse.¹
7. **First-time homebuyer** – You may take payments from your Roth IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of \$10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution.¹
8. **IRS levy** – Payments from your Roth IRA made to the U.S. government in response to a federal tax levy.
9. **Qualified reservist distributions** – If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Roth IRA during the active duty period.¹
10. **Qualified birth or adoption** – Payments from your Roth IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10% early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse’s child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed \$5,000 for each birth or adoption.¹

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes if your distribution is not for one of the above reasons.

¹ *We do not report distributions for these exceptions on IRS Form 1099-R as exempt from the early distribution penalty. You must file IRS Form 5329 along with your income tax return to the IRS to claim a penalty tax exception for this reason.*

The above is general information on Roth IRA distributions. You may wish to review *IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov. If you have questions about whether a distribution includes any amount subject to federal income or the 10% early distribution tax, please speak with a qualified tax professional.

ROTH IRA REQUIRED DISTRIBUTIONS

You are not required to take distributions from your Roth IRA during your lifetime.

ROTH IRA DISTRIBUTION DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR PRIOR TO DECEMBER 31ST, 2019

If you have properly designated a beneficiary(ies), the entire value of your Roth IRA must be distributed to your beneficiaries within five years after your death, unless the designated beneficiary elects in writing, no later than September 30th of the year following the year in which you die, to take distributions over their life expectancy. These distributions must commence no later than December 31st of the calendar year following the calendar year of your death. Your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries must take distributions at least as frequently as the original designated beneficiary, provided the original beneficiary's date of death is on or prior to December 31st, 2019.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary or, if no surviving spouse or unmarried, the distribution will be made to your estate. If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.

ROTH IRA DISTRIBUTION DUE TO DEATH OF AN IRA OWNER WHEN THE DATE OF DEATH IS ON OR AFTER JANUARY 1ST, 2020

If you have one or more designated beneficiaries, all amounts remaining in your Roth IRA upon your death must be distributed no later than December 31st, of the calendar year that contains the tenth anniversary of your death. If you have no designated beneficiary by September 30th of the year following the year in which you die, the entire value of your IRA must be distributed to your beneficiaries within five years after your death. An exception to the 10-year rule is made for eligible designated beneficiaries who elect in writing no later than 1 year after your death to take distributions over their life expectancy. An "eligible designated beneficiary" is any designated beneficiary named by the owner where such designation is received in proper form prior to the death of the owner and the designated beneficiary is:

- i. The owners spouse,
 - a. If your designated beneficiary is your spouse, your spouse may elect to treat your Roth IRA as their own.
- ii. A child of the IRA owner who has not reached the age of majority.
 - a. Upon attaining the age of majority, the child of the owner will no longer be an "eligible designated beneficiary". Any portion remaining will need to be distributed no later than the end of the tenth year they reach majority.
- iii. Disabled individuals within the meaning of section 72(m)(7) of the Internal Revenue Code as of the date of the death of the owner.
- iv. Chronically ill individuals, within the meaning of section 401(a)(9)(E)(ii)(IV) as of the date of the death of the owner.
- v. An individual not listed above who is not more than ten years younger than the IRA owner.

After your death, your designated beneficiary may name a subsequent beneficiary. Any subsequent beneficiaries of an inherited Roth IRA may not take life expectancy distributions; the balance remaining in the account must be distributed by December 31st, of the calendar year that contains the tenth anniversary of the death of the beneficiary.

If you do not properly designate a beneficiary, or all designated beneficiaries have predeceased you, your spouse shall become the beneficiary, or if no surviving spouse or unmarried, the distribution will be made to your estate.

ROTH IRA - IRS APPROVED FORM

Your Roth IRA is the IRS's model custodial account contained in IRS Form 5305-RA. Certain additions have been made in Article IX of the form. By following the form, your Roth IRA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the Roth IRA. IRS Form 5305-RA cannot be used in connection with, SEP, SIMPLE or traditional IRAs or Coverdell Education Savings Accounts.

TRADITIONAL IRA CUSTODIAL ACCOUNT AGREEMENT

(Under section 408(a) of the Internal Revenue Code - Form 5305-A (Revised April 2017))

Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a). However, only Articles I through VII have been reviewed by the IRS. The Depositor whose name appears in the accompanying Application is establishing an IRA under section 408(a) to provide for his or her retirement and for the support of his or her beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries.

The Custodian has given the Depositor the disclosure statement required under Regulations section 1.408-6.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

The Depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE III

1. No part of the custodial funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver and platinum coins, coins issued under the laws of any state and certain bullion.

ARTICLE IV

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Depositor's interest in the custodial account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the custodial account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70½. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the custodial account distributed in:
 - (a) A single sum or
 - (b) Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:
 - (a) If the Depositor dies on or after the required beginning date and:
 - i. the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life

- expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
- ii. the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
 - iii. there is no designated beneficiary; the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.
- (b) If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
- i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70½. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
 - ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
- (a) The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70½, is the Depositor's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.
 - (b) The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70½, if applicable under paragraph 3(b)(i)) is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - (c) The required minimum distribution for the year the Depositor reaches age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under sections 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VI

Notwithstanding any other articles, which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles that are not consistent with section 408(a) and the related regulations will be invalid.

ARTICLE VII

This agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the persons whose signature appears on the IRA application.

ARTICLE VIII

1. All funds in the custodial account (including earnings) shall be invested in assets permissible under the Code which have been designated by the Custodian as eligible for investment ("Eligible Assets") as directed by the Depositor in compliance with this Agreement. Eligible Assets will be purchased at the prices determined in accordance with the market applicable to particular Eligible Assets.
2. The Custodian may hold all Eligible Assets in accounts registered to the Custodian or its nominee. Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account notwithstanding such registration.
3. The Depositor (or the Depositor's authorized agent) shall, from time to time, direct the Custodian to invest funds received by the Custodian under this Agreement. Any funds received by the Custodian under this Agreement for which the Custodian does not receive investment directions may, at the sole discretion of the Custodian, be returned to the Depositor or held uninvested until direction is received from the Depositor (or the Depositor's authorized agent), in either case without such funds being deemed contributed to the custodial account. The Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account, and the Custodian shall not vote any such shares except upon written direction of the Depositor.
4. The Custodian agrees to forward, or to cause to be forwarded, to Depositor (i) the then-current prospectus, if any, applicable to each Eligible Asset held in the custodial account, and (ii) any notices, proxies and proxy soliciting materials received by it with respect to Eligible Assets held in the custodial account.
5. The Depositor shall have the right by written notice to the Custodian (i) to designate one or more beneficiaries to receive any benefit to which the Depositor may be entitled in the event of the Depositor's death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the Depositor's death, or if all designated beneficiaries have predeceased the Depositor, the Depositor's surviving spouse shall become the Depositor's beneficiary, or, if the Depositor does not have a surviving spouse at the time of death, the distribution will be made to the Depositor's estate.
6. (a) The Custodian shall have the right to receive rollover contributions. The Custodian reserves the right to refuse to accept any property or contribution which is not in the form of cash.

(b) The Custodian, upon written direction of the Depositor (or the Depositor's authorized agent) and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by (1) any amounts referred to in paragraph 8 of this Article VIII and (2) any amounts required to be distributed during the calendar year of transfer) to a qualified retirement plan, to a successor individual retirement account, to an individual retirement annuity for the Depositor's benefit, or directly to the Depositor.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents, as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the Depositor hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations there under and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.
8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising there from, any transfer taxes incurred, all other administrative expenses incurred, specifically including, but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the Depositor and, unless so paid within such time period as the Custodian may establish, shall be paid from the Depositor's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days advance notice to the Depositor.
9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
10. The Custodian may rely upon any statement by the Depositor (or by the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased) when taking any action or determining any fact or question which may arise under this Agreement. The Depositor hereby agrees that neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The Depositor assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.
11. The Custodian may resign at any time upon 30 days written notice to the Depositor and to the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account, and may be removed by the Depositor at any time upon 30 days written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor Custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement be sooner terminated. Any successor Custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a Custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor Custodian shall be effective upon receipt by the Custodian of such successor's written acceptance, which shall be submitted to the Custodian, the sponsor, and the Depositor. Within 30 days of the effective date of a successor Custodian's appointment, the Custodian shall transfer and deliver to the successor Custodian applicable account records and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article VIII). The successor Custodian (or any successor thereto) shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.
12. The Custodian shall, from time to time, in accordance with instructions in writing from the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased), make distributions out of the custodial account in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article VIII, paragraph 8). An IRA distribution form is available from the Custodian, and may be obtained and used to request distributions from your IRA. Notwithstanding the provisions of Article IV above, the Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution, except as set forth in the second part of this paragraph (12) below, with respect to age 70½ distributions.

Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such instructions.

The Depositor may select a method of distribution under Article IV, paragraph 2. If the Depositor requests an age 70½ distribution by timely instruction, but does not choose any of the methods of distribution described above by the April 1st following the calendar year in which he or she reaches age 70½, distribution to the Depositor will be made in accordance with Article IV, paragraph 2. If the Depositor does not request an age 70½ distribution from the custodial account by timely instruction, or does not specify a method of calculating the amount of the age 70½ distribution which the Depositor will be taking from another IRA(s), no distribution will be made; however calculation of the current year Required Minimum Distribution amount which cannot be rolled over to another IRA will be made in accordance with Article IV, paragraph 2, option (b).

13. Distribution of the assets of the custodial account shall be made in accordance with the provisions of Article IV as the Depositor (or the Depositor's beneficiary if the Depositor is deceased) shall elect by written instructions to the Custodian; subject, however, to the provisions of sections 401(a)(9), 408(a)(6) and 403(b)(10) of the Code, the regulations promulgated thereunder, Article VIII, paragraph 12 of this Agreement, and, in addition, if the Depositor dies before his/her entire interest in the custodial account has been distributed, and if the designated beneficiary of the Depositor is the Depositor's surviving spouse, the spouse may treat the custodial account as his/her own individual retirement arrangement. This election will be deemed to have been made if the surviving spouse makes a regular IRA contribution to the custodial account, makes a rollover to or from such custodial account, or fails to receive a payment from the custodial account within the appropriate time period applicable to the deceased Depositor under section 401(a)(9)(B) of the Code.

The provisions of this paragraph (13) of Article VIII shall prevail over the provisions of Article IV to the extent the provisions of this paragraph (13) are permissible under proposed and/or final regulations promulgated by the IRS.

14. In the event any amounts remain in the custodial account after the death of the Depositor, the rights of the Depositor under this Agreement shall thereafter be exercised by his or her beneficiary.
15. The Custodian is authorized to hire agents (including any transfer agent for Eligible Assets) to perform certain duties under this Agreement.
16. This Agreement shall terminate coincident with the complete distribution of the assets of the Depositor's account.
17. All notices to be given by the Custodian to the Depositor shall be deemed to have been given when mailed to the address of the Depositor indicated by the Custodian's records.
18. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to the Depositor or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
19. In addition to the reports required by paragraph (2) of Article V, the Custodian shall periodically cause to be mailed to the Depositor in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the Depositor has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the Depositor, the Custodian and the sponsor shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

20. In performing the duties conferred upon the Custodian by the Depositor hereunder, the Custodian shall act as the agent of the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian and none shall be implied. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall be liable (and neither assumes any responsibility) for the collection of contributions, the deductibility or the propriety of any contribution under this Agreement, the selection of any Eligible Asset for this custodial account, or the purpose or propriety of any distribution made in accordance with Article IV and Paragraph 12 or 13 of Article VIII, which matters are the sole responsibility of the Depositor or the Depositor's beneficiary, as the case may be. The Depositor agrees that the Depositor will not direct the Custodian to engage in any prohibited transactions (as defined in Code section 4975) with respect to the Custodial Account.

The Depositor and the successors of the Depositor, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold the Custodian and any sponsor, issuer, depository or other person or entity associated with Eligible Assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, negligence, nonfeasance, or willful misconduct.

21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall have any duty to account for deductible contributions separately from nondeductible contributions, unless required to do so by applicable law. In determining the taxable amount of a distribution, the Depositor shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the Depositor's income.
22. Except to the extent superseded by Federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
23. In the event any asset or property held in the custodial account (or any asset or property previously subject to the operation of this section and administered by the Custodian) is redeemed or liquidated, matures, or is otherwise converted to cash or other property (a "Liquidation") for any reason or under any circumstances and the Custodian does not receive timely instructions designating what it should do with the proceeds of such Liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account ("Owner") and successors and representatives of the Owner, including beneficiaries, heirs, executors, and administrators, or other proper persons or entities, or instructions are received but they cannot reasonably or practicably be carried out as given or are ambiguous or unclear, the Owner expressly directs and authorizes the Custodian to take "Any Reasonable Course Of Conduct." "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances -- this course of conduct may include any one or more of the following, but it is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, or using Proceeds to purchase shares of a money market mutual fund or any other asset or property, (ii) distributing Proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of the Custodian or other depository and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (i) through (iii).

In the event any agreement or understanding (other than this custodial account agreement) pursuant to which or in consideration of which the Custodian serves as custodian of the Account is terminated (and is not renewed or replaced) and a successor custodian does not take custody of the account in connection with or following such termination, the Custodian, after not less than 30 days' notice to the Owner or such other persons as the Custodian reasonably determines to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered by the Custodian, and (ii) may reset custodial fees charged to and owed by the account owner to the Custodian to an amount equal to the costs of maintaining the account.

The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct by utilizing the assets, property or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset administrative costs of the Custodian under any of the above described circumstances not otherwise recovered the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including “float,” bank service credits or overnight investment earnings.

The Custodian shall not be liable for any action taken in reliance on this section, unless such liability is required by the Internal Revenue Code or regulations implementing the Internal Revenue Code, and the Owner expressly waives and releases the Custodian from all such liability. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the account to the persons it reasonably determines to be entitled to account distributions, the owner and such persons shall bear sole responsibility for any taxes, fines, assessments, penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

This section shall not be interpreted so as to impose any duty of any nature on the Custodian if any one or more of the events described in this section occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered or held by the Custodian, and to the extent any of the foregoing consists of anything other than cash, the Custodian may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a liquidation of such non-cash asset, property or Proceeds.

The account owner acknowledges and accepts the risks of owning the account as described in this section, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course Of Conduct.

24. The term “participant” used anywhere in this Application and Adoption Agreement has the same meaning as “Depositor” used in this Custodial Agreement

GENERAL INSTRUCTIONS - (Section references are to the Internal Revenue Code unless otherwise noted.)

Purpose of Form - Form 5305-A is a model custodial account agreement that meets the requirements of section 408(a), However, only Articles I through VII have been reviewed by the IRS. A traditional individual retirement account (traditional IRA) is established after the form is fully executed by both the individual (Depositor) and the Custodian. To make a regular contribution to a traditional IRA for a year, the IRA must be established no later than the due date of the individual’s income tax return for the tax year (excluding extensions). This account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries. **Do not** file form 5305-A with the IRS. Instead, keep it with your records. For more information on IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements, and **Pub. 590-B**, Distributions from Individual Retirement Arrangements.

DEFINITIONS

Custodian - The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian.

Depositor - The Depositor is the person who establishes the custodial account.

Identifying Number - The Depositor's social security number will serve as the identification number of his or her IRA. An employer identification number (EIN) is required only for an IRA for which a return is filed to report unrelated business taxable income. An EIN is required for a common fund created for IRAs.

SPECIFIC INSTRUCTIONS

Article IV. Distributions made under this article may be made in a single sum, periodic payment, or a combination of both. The distribution option should be reviewed in the year the Depositor reaches age 70½ to ensure that the requirements of section 408(a)(6) have been met.

Article VIII. Article VIII and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc.

ROTH IRA CUSTODIAL ACCOUNT AGREEMENT

(Under section 408A of the Internal Revenue Code - Form 5305-RA April 2017)

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. The Depositor whose name appears in the accompanying Application is establishing a Roth Individual Retirement Account ("Roth IRA") under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death. The account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries.

The Custodian has given the Depositor the disclosure statement required under Regulations section 1.408-6.

The Depositor and the Custodian make the following agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e), or a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to \$5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to \$6,500 per year for 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single Depositor, the annual contribution is phased out between adjusted gross income ("AGI") of \$95,000 and \$110,000, for a married Depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married Depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the Custodian will not accept IRA Conversion Contributions in a tax year if the Depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the Depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the Depositor and his or her spouse.

ARTICLE III

The Depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the Depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the sole beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the Depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the Depositor.

- (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401 (a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the Depositor's death and subtracting 1 from the divisor for each subsequent year.
3. If the Depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the Depositor.

ARTICLE VI

1. The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required under sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or under guidance published by the IRS.
2. The Custodian agrees to submit to the IRS and Depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles, which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles that are not consistent with section 408A, the related regulations, and other published guidance will be invalid.

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code, related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signature appears on the IRA application.

ARTICLE IX

1. All funds in the custodial account (including earnings) shall be invested in assets permissible under the Code which have been designated by the Custodian as eligible for investment ("Eligible Assets") as directed by the Depositor in compliance with this Agreement. Eligible Assets will be purchased at the prices determined in accordance with the market applicable to particular Eligible Assets.
2. The Custodian may hold all Eligible Assets in accounts registered to the Custodian or its nominee. Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account notwithstanding such registration.
3. The Depositor (or the Depositor's authorized agent) shall, from time to time, direct the Custodian to invest funds received by the Custodian under this Agreement. Any funds received by the Custodian under this Agreement for which the Custodian does not receive investment directions may, at the sole discretion of the Custodian, be returned to the Depositor or held uninvested until direction is received from the Depositor (or the Depositor's authorized agent), in either case without such funds being deemed contributed to the custodial account. The Depositor shall be the beneficial owner of all Eligible Assets held in the custodial account, and the Custodian shall not vote any such shares except upon written direction of the Depositor.
4. The Custodian agrees to forward, or to cause to be forwarded, to Depositor (i) the then-current prospectus, if any, applicable to each Eligible Asset held in the custodial account, and (ii) any notices, proxies and proxy soliciting materials received by it with respect to Eligible Assets held in the custodial account.
5. The Depositor shall have the right by written notice to the Custodian (i) to designate one or more beneficiaries to receive any benefit to which the Depositor may be entitled in the event of the Depositor's death prior to the complete distribution of such benefit, and (ii) to designate one or more beneficiaries in replacement of any previously designated beneficiaries. Any such notice will be deemed to be in effect when received in good order by the Custodian. If no such designation is in effect at the time of the Depositor's death, or if all designated beneficiaries have predeceased the Depositor, the

Depositor's surviving spouse shall become the Depositor's beneficiary, or, if the Depositor does not have a surviving spouse at the time of death, the distribution will be made to the Depositor's estate.

6. (a) The Custodian shall have the right to receive rollover and conversion contributions as allowed under section 408A, however it is the Depositor's responsibility to ensure that such rollovers and conversions are eligible to be contributed to this Roth IRA. The Custodian reserves the right to refuse to accept any property or contribution which is not in the form of cash.

(b) The Custodian, upon written direction of the Depositor (or the Depositor's authorized agent) and after submission to the Custodian of such documents as it may reasonably require, shall transfer the assets held under this Agreement (reduced by any amounts referred to in paragraph 8 of this Article IX) to a successor Roth Individual Retirement Account or directly to the Depositor.

Any amounts received or transferred by the Custodian under this paragraph 6 shall be accompanied by such records and other documents as the Custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

7. Without in any way limiting the foregoing, the Depositor hereby irrevocably delegates to the Custodian the right and power to amend at any time and from time to time the terms and provisions of this Agreement and hereby consents to such amendments, provided they shall comply with all applicable provisions of the Code, the Treasury regulations thereunder and with any other governmental law, regulation or ruling. Any such amendments shall be effective when the notice of such amendments is mailed to the address of the Depositor indicated by the Custodian's records.
8. Any income taxes or other taxes of any kind whatsoever levied or assessed upon or in respect of the assets of the custodial account or the income arising there from, any transfer taxes incurred, all other administrative expenses incurred, specifically including but not limited to, administrative expenses incurred by the Custodian in the performance of its duties and fees for legal services rendered to the Custodian, and the Custodian's compensation may be paid by the Depositor and, unless so paid within such time period as the Custodian may establish, shall be paid from the Depositor's custodial account. The Custodian reserves the right to change or adjust its compensation upon 30 days advance notice to the Depositor.
9. The benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law.
10. The Custodian may rely upon any statement by the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased) when taking any action or determining any fact or question which may arise under this Agreement. The Depositor hereby agrees that neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account will be liable for any loss or expense resulting from any action taken or determination made in reliance on such statement. The Depositor assumes sole responsibility for assuring that contributions to the custodial account satisfy the limits specified in the appropriate provisions of the Code.
11. The Custodian may resign at any time upon 30 days written notice to the Depositor and to the sponsor, issuer, depository or other person or entity primarily associated with each Eligible Asset held in the custodial account, and may be removed by the Depositor at any time upon 30 days written notice to the Custodian. Upon the resignation or removal of the Custodian, a successor Custodian shall be appointed within 30 days of such resignation notice and in the absence of such appointment, the Custodian shall appoint a successor unless the Agreement be sooner terminated. Any successor Custodian shall be a bank (as defined in section 408(n) of the Code) or such other person found qualified to act as a Custodian under an individual account plan by the Secretary of the Treasury or his delegate. The appointment of a successor Custodian shall be effective upon receipt by the Custodian of such successor's written acceptance, which shall be submitted to the Custodian, the sponsor, and the Depositor. Within 30 days of the effective date of a successor Custodian's appointment, the Custodian shall transfer and deliver to the successor Custodian applicable account records

and assets of the custodial account (reduced by any unpaid amounts referred to in paragraph 8 of this Article IX). The successor Custodian shall be subject to the provisions of this Agreement (or any successor thereto) on the effective date of its appointment.

12. The Custodian shall, from time to time, in accordance with instructions in writing from the Depositor (or the Depositor's authorized agent, or the Depositor's beneficiary if the Depositor is deceased), make distributions out of the custodial account to the Depositor in the manner and amounts as may be specified in such instructions (reduced by any amounts referred to in Article IX, paragraph 8). An IRA distribution form is available from the Custodian, and may be obtained and used to request distributions from your Roth IRA. The Custodian assumes (and shall have) no responsibility to make any distribution from the custodial account unless and until such instructions specify the occasion for such distribution and the elected manner of distribution.

Prior to making any such distribution from the custodial account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary or advisable by the Custodian, but the Custodian shall not be liable for complying with any such instructions which appear on their face to be genuine, or for refusing to comply if not satisfied such instructions are genuine, and assumes no duty of further inquiry. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the custodial account to be distributed in cash and/or in kind, as specified in such instructions.

13. No distributions are required to be taken from the Roth IRA during the lifetime of the Depositor. If the Depositor desires to take distributions from the Roth IRA, such distributions shall be made, as the Depositor shall elect by written instructions to the Custodian.
14. In the event any amounts remain in the custodial account after the death of the Depositor, his or her beneficiary shall thereafter exercise the rights of the Depositor as described in Article V.
15. The Custodian is authorized to hire agents (including any transfer agent for Eligible Assets) to perform certain duties under this Agreement.
16. This Agreement shall terminate coincident with the complete distribution of the assets of the Depositor's account.
17. All notices to be given by the Custodian to the Depositor shall be deemed to have been given when mailed to the address of the Depositor indicated by the Custodian's records.
18. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with any Eligible Asset held at any time in the custodial account shall be responsible for any losses, penalties or other consequences to the Depositor or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.
19. In addition to the reports required by paragraph (2) of Article VI, the Custodian shall periodically cause to be mailed to the Depositor in respect of each such period an account of all transactions affecting the custodial account during such period and a statement showing the custodial account as of the end of such period. If, within 30 days after such mailing, the Depositor has not given the Custodian written notice of any exception or objection thereto, the periodic accounting shall be deemed to have been approved and, in such case or upon the written approval of the Depositor, the Custodian and the sponsor shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.
20. In performing the duties conferred upon the Custodian by the Depositor hereunder, the Custodian shall act as the agent of the Depositor. The parties do not intend to confer any fiduciary duties on the Custodian and none shall be implied. Neither the Custodian nor any sponsor, issuer, depository or other person or entity associated with Eligible Assets shall be liable (and neither assumes any responsibility) for the collection of contributions, the deductibility or the propriety of any contribution under this Agreement, the selection of any Eligible Asset for this custodial account, or the purpose or propriety of any distribution made, which matters are the sole responsibility of the Depositor or the Depositor's

beneficiary, as the case may be. The Depositor agrees that the Depositor will not direct the Custodian to engage in any prohibited transactions (as defined in Code section 4975) with respect to the Custodial Account.

The Depositor and the successors of the Depositor, including any beneficiary, executor or administrator, shall, to the extent permitted by law, indemnify and hold the Custodian and any sponsor, issuer, depository or other person or entity associated with Eligible Assets and their affiliates, successors and assigns harmless from any and all claims, actions or liabilities, except such as may arise from such party's own bad faith, negligence, nonfeasance, or willful misconduct.

21. The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Agreement and by operation of law. In determining the taxable amount of a distribution, the Depositor shall rely only on his or her federal tax records, and the Custodian shall withhold federal income tax from any distribution from the custodial account as if the total amount of the distribution is includible in the Depositor's income.
22. Except to the extent superseded by Federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
23. In the event any asset or property held in the custodial account (or any asset or property previously subject to the operation of this section and administered by the Custodian) is redeemed or liquidated, matures, or is otherwise converted to cash or other property (a "Liquidation") for any reason or under any circumstances and the Custodian does not receive timely instructions designating what it should do with the proceeds of such Liquidation (the "Proceeds") from any person lawfully entitled to give instructions with respect to the account, including without limitation the registered owner of the custodial account ("Owner") and successors and representatives of the Owner, including beneficiaries, heirs, executors, and administrators, or other proper persons or entities, or instructions are received but they cannot reasonably or practicably be carried out as given or are ambiguous or unclear, the Owner expressly directs and authorizes the Custodian to take "Any Reasonable Course Of Conduct." "Any Reasonable Course Of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances -- this course of conduct may include any one or more of the following, but it is not limited to the following: (i) depositing Proceeds in an FDIC-insured bank account or any other account, or using Proceeds to purchase shares of a money market mutual fund or any other asset or property, (ii) distributing Proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the account, (iii) holding Proceeds uninvested in a general account of the Custodian or other depository and (iv) resigning as Custodian and engaging in a course of conduct, including any described in clauses (i) through (iii), outright and free of trust, if the Owner does not appoint a Custodian which immediately accepts transfer of all Proceeds, although nothing in this clause (iv) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (i) through (iii).

In the event any agreement or understanding (other than this custodial account agreement) pursuant to which or in consideration of which the Custodian serves as custodian of the Account is terminated (and is not renewed or replaced) and a successor custodian does not take custody of the account in connection with or following such termination, the Custodian, after not less than 30 days' notice to the Owner or such other persons as the Custodian reasonably determines to be entitled to give instructions with respect to the account, may (i) take Any Reasonable Course Of Conduct with respect to any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered by the Custodian, and (ii) may reset custodial fees charged to and owed by the account owner to the Custodian to an amount equal to the costs of maintaining the account.

The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct by utilizing the assets, property or Proceeds involved or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset administrative costs of the Custodian under any of the above described circumstances not otherwise recovered the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including "float," bank service credits or overnight investment earnings.

The Custodian shall not be liable for any action taken in reliance on this section, unless such liability is required by the Internal Revenue Code or regulations implementing the Internal Revenue Code, and the Owner expressly waives and

releases the Custodian from all such liability. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the account to the persons it reasonably determines to be entitled to account distributions, the owner and such persons shall bear sole responsibility for any taxes, fines, assessments, penalties, levies, tariffs, or other liabilities or consequences of any nature arising or resulting from the distribution, including non-monetary liabilities or consequences, and for taking any actions following the distribution to avoid or mitigate any liabilities or consequences.

This section shall not be interpreted so as to impose any duty of any nature on the Custodian if any one or more of the events described in this section occurs, whether a duty to take or omit to take any act in particular, to place Proceeds in any particular asset or property, to take possession of Proceeds if possession is discretionary, to exercise discretionary investment authority over the account, or to distribute Proceeds to the Owner. For purposes of clarification, it is the intention of this section to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold Proceeds uninvested.

The Owner authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any assets or property in the custodial account, any Proceeds or any asset or property previously subject to the operation of this section and still administered or held by the Custodian, and to the extent any of the foregoing consists of anything other than cash, the Custodian may escheat or remit the non-cash asset, property or Proceeds or the cash resulting from a liquidation of such non-cash asset, property or Proceeds.

The account owner acknowledges and accepts the risks of owning the account as described in this section, including the investment risks and tax consequences of the Custodian taking Any Reasonable Course Of Conduct.

24. The term “participant” used anywhere in the Application and Adoption Agreement has the same meaning as “Depositor” used in this Custodial Agreement.
25. Notwithstanding any other provision of this Agreement, specifically including but not limited to paragraph 3 of Article V and Article VII, a spouse beneficiary shall have available all death benefits options available under current section 408(a) even if the spouse is not the sole beneficiary.
26. Notwithstanding any other provision of this Agreement or the Application and Adoption Agreement, including any designation by Depositor thereon, the account being established by the Depositor pursuant to the Application and Adoption Agreement is not and may not be a Roth Conversion IRA. Any reference on the Application and Adoption Agreement to “conversion” is for purposes of clarifying instructions from the Depositor and shall not be interpreted to establish a Roth Conversion IRA subject to Article I.

GENERAL INSTRUCTIONS - Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form - Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth IRA is established after the form is fully executed by both the individual (Depositor) and the Custodian. This account must be created in the United States for the exclusive benefit of the Depositor or his or her beneficiaries. Do not file form 5305-RA with the IRS. Instead, keep it for your records. Unlike contributions to traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor’s gross income; and distributions after 5 years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time home buyer (limited to \$10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see **Pub. 590-A**, Contributions to Individual Retirement Arrangements, and **Pub. 590-B**, Distributions from Individual Retirement Arrangements.

DEFINITIONS

Custodian - The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian.

Depositor - The Depositor is the person who establishes the custodial account.

SPECIFIC INSTRUCTIONS

Article I. The Depositor may be subject to a 6% tax on excess contributions if (1) contributions to other individual retirement arrangements of the Depositor have been made for the same tax year, (2) the Depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the Depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V. - This article describes how distributions will be made from the Roth IRA after the Depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the Depositor's intent. Under paragraph 3 of Article V, the Depositor's spouse is treated as the owner of the Roth IRA upon the death of the Depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary, and not the owner, an overriding provision should be added to Article IX.

Article IX. - Article IX and any that follow it may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the Depositor, etc.

TRADITIONAL AND ROTH IRA APPLICATION AND ADOPTION AGREEMENT INSTRUCTIONS

Please complete the Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement (the "Application") to establish your IRA account. The applicant's name must be that of an individual, not a business or trust. If you are opening an IRA for your spouse, your spouse must complete a separate Application. Please read the Traditional IRA or Roth IRA Disclosure Statement carefully or consult IRS Publication 590 for IRA eligibility requirements and contribution restrictions.

References to the "Custodian," "we," or "us" mean BNY Mellon Investment Servicing Trust Company.

The maximum allowable contribution to your IRAs (deductible, non-deductible and Roth) for each tax year is the lesser of (a) the contribution limit for the given tax year* or (b) 100% of your earned income. For those who have attained the age of 50 before the close of the taxable year, the annual IRA contribution limit increases by \$1,000 known as a "catch-up contribution."

Making an IRA contribution on behalf of your spouse - If you have earned compensation, are married and file a joint federal income tax return, you may make an IRA contribution on behalf of your working or nonworking spouse. The total annual contribution limit for both IRAs may not exceed the lesser of the combined compensation of both spouses or the annual IRA contribution limits as set forth by the IRS. Contributions made on behalf of a spouse must be made to a separate IRA account established by your spouse.

Any contribution made to your IRA will be treated as a contribution for the year it is received, unless the contribution is made between January 1 and the April 15th postmark deadline and you have identified the contribution as a prior year contribution. Contribution limits may be subject to IRS cost-of-living adjustments.

*Please read the Traditional and Roth Individual Retirement Account Combined Disclosure Statement and any supplements attached carefully or consult IRS Publication 590-A or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

The minimum initial investment to establish a Fairholme Fund or a Fairholme Focused Income Fund IRA is \$6,000. The minimum required for subsequent investments is \$1,000 for The Fairholme Fund and The Fairholme Focused Income Fund. The minimum initial investment may be waived by the Manager in its discretion.

Please make checks payable to The Fairholme Fund or The Fairholme Focused Income Fund.

Contributions to your IRA may be invested in mutual funds pursuant to the Mutual Fund Option. (See "Description of Available Options for Your Contributions" in the Combined Disclosure Statement).

Prospectuses for the mutual funds available through the Mutual Fund Option (the "Funds") may be obtained by calling (866) 202-2263. Before investing in a Fund, please be sure to read the prospectus for that Fund carefully.

All portions of the Traditional and Roth Individual Retirement Account Application and Adoption Agreement are binding on you so you are encouraged to read all portions of it, in particular the "Description of Available Options for Your Contributions," the applicable Custodial Account Agreement and "Terms and Conditions" on the signature page of the Application.

Trustee to Trustee Transfers and Rollovers

If you are establishing an IRA account to accept a transfer or rollover, be sure to check the appropriate box on the Application. To transfer your current IRA directly to your Fairholme Funds, Inc. IRA, please complete a "Transfer of Assets/Direct Rollover Form." To certify a rollover from an IRA or a qualified retirement plan, please complete the "Certification of Rollover Assets." Participant directed rollovers must be completed within 60 calendar days.

SIMPLIFIED EMPLOYEE PENSION (SEP) INSTRUCTIONS

A SEP is a written arrangement (a plan) that allows your employer to make contributions toward your retirement. Contributions are made to a traditional IRA. Your employer will provide you with a copy of the agreement containing participation rules and a description of how employer contributions may be made to your IRA. Your employer must also provide you with a copy of the completed Form 5305-SEP or SEP prototype adoption agreement and a yearly statement showing contributions made to your IRA.

If you are an employer who is establishing a SEP Plan, please refer to the IRS website at www.irs.gov to obtain a copy of IRS Form 5305-SEP.

Your employer has adopted a SEP Plan for your retirement needs. Please read the information on Form 5305-SEP as it contains important information on how a SEP works and your rights as a SEP IRA accountholder. Your employer will determine the amount to be contributed to your IRA each year. The amount for any year is limited to the smaller of the annual 415(c) dollar limitation (adjusted for cost-of-living, if applicable) or 25% of your compensation. Please see IRS Publication 560 for current limitations on benefits and contributions (COLA) limits.

All amounts contributed to your IRA by your employer belong to you even after you stop working for the employer. Employer contributions to your SEP IRA are excluded from your income unless there are contributions in excess of the applicable limit. For SEP IRAs, you and/or your employer are responsible for clearly differentiating SEP employer contributions from those of personal IRA contributions (if contributed to the same account).

If you are establishing a SEP IRA, you must attach an executed copy of the employer's Form 5305-SEP or SEP prototype adoption agreement.

Mailing Options:

First Class Mail

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262
(866) 202-2263

Please read carefully and complete all six pages of this application.

The minimum initial investment required to open a Fairholme Fund or Fairholme Focused Income Fund IRA is \$6,000. Transfer of Assets and Rollovers must meet the initial investment of \$6,000. The minimum subsequent investment is \$1,000. The minimum initial investment may be waived by Fairholme Capital Management, L.L.C. (the "Manager") in its discretion.

Use this form to open a retirement account by mail. You can also open a traditional IRA or Roth IRA online by going to www.fairholmefunds.com and selecting MY ACCOUNT. If paying by wire, please call **Shareholder Services** at (866) 202-2263 for instructions and to obtain an account number prior to sending funds.

PARTICIPANT INFORMATION

Name (First, Middle, Last)	Cell Phone #	Alternate Telephone #
Mailing Address (if Post Office Box, then complete legal address below)	City / State or Province	Zip or Postal Code
Social Security #	Date of Birth (mm/dd/yyyy)	Email Address (required)*

*If an email address is not provided, applicant will be subject to rejection of the IRA application agreement.

Residency Address Information

Check here if your legal address is the same as your mailing address above.

Legal Address (cannot be a Post Office Box)	City / State or Province	Zip or Postal Code
Responsible Individual Full Name (if minor IRA)	Responsible Individual Social Security #	

TYPE OF IRA

- Traditional IRA
 Rollover IRA (A Rollover Certification form must be attached)
 Roth IRA
 SEP IRA (The employer's IRS Form 5305-SEP must be attached)

EMPLOYER INFORMATION (REQUIRED FOR SEP IRA ONLY)

Employer Name	Telephone #
Address	City / State or Province Zip or Postal Code

INVESTMENT INSTRUCTIONS

REGULAR CONTRIBUTION FOR NOTED TAX YEAR

- Current Year \$ _____
 Prior Year \$ _____
 If SEP IRA, Employer Contribution \$ _____

ROLLOVER (ATTACH ROLLOVER CERTIFICATION FORM)

- 60 Day Rollover Check. Type of IRA or Qualified Plan being rolled: _____
 Direct Rollover from 401(k), 403(b), 457 Plan or other Qualified Plan (excluding a Designated Roth Contribution Account) to a Traditional IRA
 Direct Rollover from a Designated Roth Contribution Account to a Roth IRA
 Qualified Rollover (conversion) into a Roth IRA from a 401(k), 403(b), 457 Plan or other Qualified Plan

INVESTMENT INSTRUCTIONS (CONTINUED)

TRANSFER OF ASSETS (ATTACH TRANSFER OF ASSETS FORM)

- Traditional or SEP IRA transfer of assets held at another institution
- Roth IRA transfer of assets held at another institution

CONVERSIONS OR RECHARACTERIZATIONS

Enclosed is a: Check or Roth IRA Conversion Form or Recharacterization Form

- Roth conversion rollover from a Traditional IRA
- Recharacterization contribution from the proceeds of a distribution from a Traditional IRA or Roth IRA at another institution *(must meet minimums)*

WIRE TRANSFERS (IF APPLICABLE)

- Investment by Wire

Wire Instructions: If paying by wire, please call *Shareholder Services* at (866) 202-2263 for instructions and to obtain an account number prior to sending funds. We accept bank to bank transfers only - not Western Union or other moneygrams.

INVEST AS FOLLOWS

- The Fairholme Fund (FAIRX) Dollar Amount \$ _____ or Percentage % _____
- The Fairholme Focused Income Fund (FOCIX) Dollar Amount \$ _____ or Percentage % _____

The minimum initial investment required to open a Fairholme Fund or Fairholme Focused Income Fund IRA is \$6,000. Transfer of Assets and Rollovers must meet the initial investment of \$6,000. The minimum subsequent investment is \$1,000. The minimum initial investment may be waived by the Manager in its discretion.

All dividends and capital gains will be reinvested.

Check Instructions: Make checks payable to The Fairholme Fund or The Fairholme Focused Income Fund. The Funds will not accept payment in cash or money orders. The Funds also do not accept cashier's checks in amounts less than \$10,000. To prevent check fraud, the Funds will not accept third-party checks, Treasury checks, credit card checks, traveler's checks, or starter checks for the purchase of Fund shares.

AUTOMATIC INVESTMENT

- The minimum subsequent investment is \$250 per month in each fund if an automatic investment plan is established.
- All contributions invested using the Automatic Investment Plan will be current year contributions.
- We will establish your banking instructions using the voided check attached in the space provided on the next page.

For SEP IRA only:

- Personal IRA contribution or Employer contribution

I would like to automatically invest from my bank account to my account on the following basis:

- Monthly
- Quarterly
- Semi-annually
- Annually

Date of the month automatic investments will occur: _____

Month and year of first automatic investment: _____ (mm/yyyy)

Subsequent automatic investments will be made periodically at the specified frequency. **If you do not specify a frequency, we will default to monthly. If you do not specify a date of the month, we will default to the 15th of the month.**

AUTOMATIC INVESTMENT (CONTINUED)

Contributions will be made as follows:

- | | | |
|--|------------------------|-----------------------|
| <input type="checkbox"/> The Fairholme Fund (FAIRX) | Dollar Amount \$ _____ | or Percentage % _____ |
| <input type="checkbox"/> The Fairholme Focused Income Fund (FOCIX) | Dollar Amount \$ _____ | or Percentage % _____ |

All dividends and capital gains will be reinvested.

VOID

ATTACH A VOIDED CHECK HERE

You can void a check simply by writing "VOID" across it.

CO-SIGNER AUTHORIZATION

Any co-signer of the checking/savings account must authorize this service by signing below:

Co-Signer Name	Signature	Date (mm/dd/yyyy)
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BENEFICIARY DESIGNATION

Note the share percentage must equal 100% for all Primary or all Contingent Beneficiaries. If neither the Primary nor the Contingent Beneficiary box is checked, the beneficiary will be deemed to be a Primary Beneficiary. **If a trust is designated as a Beneficiary, please provide both the date of the trust and the name(s) of the trustee(s).**

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). I understand that, unless I have specified otherwise, if I name multiple Primary Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Primary Beneficiaries. Similarly, unless I have specified otherwise, if no Primary Beneficiary survives me and I have named multiple Contingent Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Contingent Beneficiaries. I understand that I may change my beneficiaries at any time by giving written notice to the Custodian. If I do not designate a beneficiary, or if all designated beneficiaries predecease me, my surviving spouse will become the beneficiary of my IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my IRA.

PER STIRPES BENEFICIARY DESIGNATIONS: *The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/Executor with regard to the identification of the beneficiaries and the allocations thereto.*

Participant's Designation: In the event of my death, I hereby designate the following individuals as the primary and contingent beneficiary(ies) to receive all benefits that may become due and payable under my IRA. If I name a beneficiary that is a Trust, I understand that I must provide certain information concerning the Trust to the Custodian.

BENEFICIARY DESIGNATION (CONTINUED)

BENEFICIARY 1

Primary Contingent Share _____ %

Name (First, Middle, Last)			Relationship to Account Holder
Social Security #	Date of Birth (mm/dd/yyyy)	Daytime Telephone #	
Address	City / State or Province	Zip or Postal Code	Country

BENEFICIARY 2

Primary Contingent Share _____ %

Name (First, Middle, Last)			Relationship to Account Holder
Social Security #	Date of Birth (mm/dd/yyyy)	Daytime Telephone #	
Address	City / State or Province	Zip or Postal Code	Country

BENEFICIARY 3

Primary Contingent Share _____ %

Name (First, Middle, Last)			Relationship to Account Holder
Social Security #	Date of Birth (mm/dd/yyyy)	Daytime Telephone #	
Address	City / State or Province	Zip or Postal Code	Country

Custodian - Disclaimer: The Participant's Spouse may have a property interest in the account, and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with any sponsors, issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation, or any warranty as to the ownership of the account after the death of the Participant or the Participant's Spouse. For additional information, a qualified tax or legal professional should be consulted.

TELEPHONE AND ONLINE OPTIONS

Telephone and Online Purchases

This option allows for the purchase of additional shares by phone (\$1,000 minimum for subsequent investment). Funds will be automatically withdrawn from your bank account **(must attach a voided check)**.

Telephone and Online Exchanges

FAIRHOLME FUNDS eDELIVERY

For security and convenience, Fairholme will automatically enroll you in electronic delivery of certain account documents. These include account statements, prospectuses, and shareholder reports. In addition, as other documents become available, we will deliver them to you electronically instead of by U.S. Mail.

By executing this application, you hereby consent to electronic delivery of such account documents to the email address you have provided.

TERMS & CONDITIONS

I, the Participant, acknowledge receiving and reading the Traditional and Roth IRA Application and Adoption Agreement Instructions, the Traditional IRA and Roth IRA Combined Disclosure Statement, the Traditional IRA Custodial Account Agreement, the Roth IRA Custodial Account Agreement, and the Privacy Notice (the "Account Documents"). I acknowledge receiving and reading the current prospectus for each Mutual Fund I may have designated for investment. The Custodian, upon proper instructions from me, is authorized to exchange units of one Eligible Asset for units of any other Eligible Asset and to purchase units of any Eligible Asset with the proceeds of any redemption.

Article VIII, Section 23 of the Traditional IRA Custodial Account Agreement and Article IX, Section 23 of the Roth IRA Custodial Account Agreement authorize the Custodian to take or to omit to take certain actions in the event assets or property in my IRA Account are liquidated and the Custodian does not receive timely instructions it can reasonably or practicably carry out and I agree to the terms of both Sections 23.

I hereby establish an Individual Retirement Account ("IRA") in accordance with instructions provided on these pages entitled Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement and agree to participate under the terms and conditions contained in the Account Documents and on the aforementioned pages (the "Full Agreement"). (My IRA account with the Custodian is called the "IRA Account" on this page).

I agree that this IRA becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement.

I agree that the Custodian may amend (add to, delete from, or revise) any term of the Full Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the IRA Account to another custodian. I agree that the Full Agreement is binding on me and on my successors in interest.

Each contribution to my IRA will be invested in accordance with the written instructions I provide with respect to that contribution. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Custodial Fees: \$15.00 annual maintenance fee per fund account per year. This fee is owed and due for each full and partial calendar year that the IRA Account is open. The participant may pay the fee with funds other than those in the IRA Account ("non-custodial funds"). If the fee for a calendar year is not paid by the participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the IRA Account, the Custodian is authorized to deduct the fee from funds in the IRA Account at any time immediately after such payment due date or immediately after receiving instructions to close the IRA Account. The Custodian is authorized to change the fee but will give at least 30 days written notice to the participant of any fee change. The Custodian will keep those records, identify and file returns, and provide other information concerning the IRA as required of custodians by the Internal Revenue Code and any regulations issued or forms adopted by the Internal Revenue Service or U.S. Treasury Department.

I understand that the telephone transaction privileges will apply to my account. If I have telephone transaction privileges, I agree that neither the Custodian, Fairholme Funds, Inc., nor their transfer agent, their agents, officers, trustees, directors, or employees will be liable for any loss, liability, or expense for acting, or refusing to act, on instructions given under the telephone transaction privileges that are reasonably believed to be genuine and I accept the risk of loss.

I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a Trust, I understand I must provide certain information concerning such Trust to the Custodian. I understand that, if I am subject to community property or marital property state requirements, my spouse may be required to consent to any beneficiary I designate who is not my spouse, or who is in addition to my spouse. I also understand that any beneficiary designation I make, other than my spouse, may not be effective without my spouse's consent. I certify, under penalty or perjury, if I am married and have not named my spouse as my sole Primary Beneficiary, I have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining my spouse's consent.

I (the Participant) certify under penalties of perjury that (i) all information I have provided on this form or otherwise in connection with establishing my IRA is true, correct, and complete, and (ii) I am a US person (including a US resident alien) and that my Social Security Number is true, correct, and complete and that this number is my Taxpayer Identification Number. (Foreign persons must use appropriate Form W-8)

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies persons opening accounts. To comply, the Custodian requires the participant's name, address, date of birth, and government-issued identification number (generally, a Social Security Number) and other information that may help the Custodian identify the participant; and the Custodian may ask for copies of related documentation and may consult third-party databases to help verify the participant's identity. I have read and I understand the Disclosure Statement which explains the risks of opening this account if I do not provide all requested identification materials or if my identity cannot be adequately verified in accordance with U.S. Government requirements.

Fairholme Funds Terms and Conditions

The Fund may accept or reject an account without explanation. If the Fund has questions about your identity or the identity of any entity seeking to open an account, it may disallow transactions for the account until confirming information is received. The Fund reserves the right to close any account within five business days if requested information/documentation is not received or if your identity is not verified. The Fund will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any restriction placed upon your account or for closing your account. By opening an account you signify you agree to these procedures and accept responsibility for any losses or damages resulting from their implementation.

Participant's Signature (Responsible Individual in the Case of a Minor IRA)

Date (mm/dd/yyyy)

IRA Custodian: BNY Mellon Investment Servicing Trust Company, 500 Ross Street, 154-0520, Pittsburgh, PA 15262

DEALER OR ADVISOR DESIGNATION

If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.

Firm Name

Firm #

Representative's name

Representative #

Telephone #

Branch #

Branch Address

City / State or Province

Zip or Postal Code

MAILING ADDRESSES

Mailing Options:

First Class Mail

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262
(866) 202-2263

Please use this form when opening an IRA Rollover Account.

RESTRICTION ON INDIRECT (60-DAY) ROLLOVERS An IRA participant is allowed only one rollover from one IRA to another (or the same IRA) across all IRAs (Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE) in aggregate that a taxpayer owns in any 12-month or 365-day period. As an alternative, a participant can make an unlimited number of trustee-to-trustee transfers where the proceeds are delivered directly to the receiving financial institution, successor custodian or trustee. You must contact the receiving institution to initiate a trustee-to-trustee transfer. For more information please visit the Internal Revenue Service's web site www.irs.gov using the search term "IRA One-Rollover-Per-Year Rule."

PARTICIPANT INFORMATION

Name (First, Middle, Last)	Cell Phone #	Alternative Telephone #
Street Address (cannot be a Post Office Box)	City / State or Province	Zip or Postal Code
Social Security #	Date of Birth (mm/dd/yyyy)	Account #

ROLLOVER SELECTION

TRADITIONAL ROLLOVER

Traditional IRA 60-Day Rollover - I certify that this rollover is a distribution of all or part of my account balance from another IRA which I received within the prior 60 calendar days. I certify that 365 days have passed since I last received a distribution from this or any other IRA that I rolled over into this or another IRA.

Traditional IRA 3-Year Rollover - I certify that this rollover is a distribution from another IRA, and that this distribution is being rolled over within 3 calendar years following the date that I received (indicate one below):

- Qualified birth or adoption distribution(s) of up to \$5,000 in compliance with section 72(t)(2)(H) of the Internal Revenue Code.
- Coronavirus-related distribution(s) of up to \$100,000 made on or after January 1, 2020, as defined by section 2202(a)(4)(A) of the CARES Act.

IRA Eligible Rollover Distribution - I certify that this rollover is a non-periodic distribution from my employer's qualified retirement plan of all or part of my account balance, other than the portion of any distribution which is nontaxable, and that this distribution is being rolled over within 60 calendar days of the date that I received the distribution. (Your employer's plan administrator should be able to tell you what portion of your distribution is an "eligible distribution".) I certify that no portion of this rollover is from any portion of a Designated Roth Contribution Account under my employer's qualified retirement plan or from any amount required to be distributed under Internal Revenue Code Sections 408(a)(6) and 401(a)(9), commonly known as a required minimum distribution.

ROTH ROLLOVER

Roth IRA 60-Day Rollover - I certify that this rollover is a distribution of all or part of my account balance from another Roth IRA, and that this distribution is being rolled over within 60 calendar days of the date that I received the distribution. I certify that 365 days have passed since I last received a distribution from this or any other IRA that I rolled over into this or another IRA.

Roth IRA 3-Year Rollover - I certify that this rollover is a distribution from another Roth IRA, and that this distribution is being rolled over within 3 calendar years following the date that I received (indicate one below):

- Qualified birth or adoption distribution(s) of up to \$5,000 in compliance with Section 72(t)(2)(H) of the Internal Revenue Code.
- Coronavirus-related distribution(s) of up to \$100,000 made on or after January 1, 2020, as defined by Section 2202(a)(4)(A) of the CARES Act.

Qualified Rollover Contribution (conversion) into a Roth IRA from a 401(k), 403(b), 457 Plan or other Qualified Plan - I certify that this rollover is a distribution from my employer's retirement plan paid as a direct rollover contribution (conversion) into a Roth IRA.

Designated Roth Contribution Account - I certify that this rollover is a direct rollover or a 60-day rollover from my Designated Roth Contribution Account under my employer's qualified retirement plan.

Military Death Gratuity Payment - I certify that this rollover contribution is less than \$100,000 and is being made within 365 days of the date that I received the distribution.

Servicemember's Group Life Insurance (SGLI) - I certify that this rollover contribution is less than \$400,000 and is being made within 365 days of the date that I received the distribution.

79FH-75HCB/G-B5HF9

Participation Certification: I certify that the contribution described above is an eligible IRA rollover contribution. I certify that this contribution is being rolled over within 60 calendar days of the date that I received the distribution, or is being rolled directly from my employer's plan or current custodian, and meets the tax rollover requirements described above. I certify that the rollover is not part of a series of payments over my life expectancy, or over a period of 10 years or more. I certify that the rollover does not include any required minimum distribution, hardship distribution, corrective distribution, or deemed distribution from the employer's qualified retirement plan. I understand that this rollover contribution is irrevocable and involves important tax considerations. Specifically, I understand that a rollover contribution from a pre-tax qualified retirement plan will no longer be eligible for the special averaging, capital gains and separate tax treatment that may be available under my employer's plan. I agree that I am solely responsible for all tax consequences. I also agree that neither the Custodian nor Fairholme Funds, Inc. shall have responsibility for any such tax consequences or any consequences resulting from this amount being ineligible for rollover. (Rules regarding rollovers, and their tax implications, are complex. Please refer to IRS Publication 590-b or a professional tax advisor for more information.)

I have read this form and understand and agree to be legally bound by the terms of this form. I also understand that the Custodian will rely on my instructions within this form when accepting my rollover contribution.

Participant's Signature

Date (mm/dd/yyyy)

MAILING ADDRESSES

Mailing Options:

First Class Mail
Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail
Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262
(866) 202-2263

IRA TRANSFER OF ASSETS / DIRECT ROLLOVER FORM



FAIRHOLME

Ignore the crowd.

If you are establishing a new IRA with The Fairholme Fund or The Fairholme Focused Income Fund, an IRA Account Application must accompany this form. You can download the IRA Account Application from our website at www.fairholmefunds.com or open the account online by selecting MY ACCOUNT. For assistance or questions, please contact **Shareholder Services** at (866) 202-2263. Incomplete information will result in delays in processing your request.

Use this form to request an IRA transfer of assets or a direct rollover (excluding qualified rollover conversions to a Roth IRA) from an existing retirement plan account to your IRA at Fairholme Funds, Inc. Based on your instructions, BNY Mellon Investment Servicing Trust Company will initiate the transfer or rollover for you. If you reached or passed the age Required Minimum Distributions begin (age 70½ if you were born on or prior to June 30, 1949 and age 72 if you were born on or after July 1, 1949), you are responsible for distributing any required minimum distribution amounts from your current retirement plan account (excluding Roth IRAs) in advance of the transfer or rollover. Please remember that a transfer of assets can only occur between the same types of retirement plans.

COMPLETE ALL SECTIONS AND ATTACH A COPY OF YOUR EXISTING IRA STATEMENT



NAME (FIRST, MIDDLE, LAST)	SOCIAL SECURITY #	DATE OF BIRTH (mm/dd/yyyy)
MAILING ADDRESS	CITY / STATE OR PROVINCE	ZIP OR POSTAL CODE
COUNTRY	DAYTIME TELEPHONE #	EVENING TELEPHONE #
		E-MAIL ADDRESS

CURRENT CUSTODIAN & ACCOUNT INFORMATION

Type of account you are transferring/rolling over from (check one):

- Traditional IRA/Rollover IRA 403(b) SEP-IRA
- 457 Plan Roth IRA Qualified Plan*

**If you are rolling over a qualified plan, please contact your current plan administrator for distribution/rollover form requirements.*

Please attach your most recent statement, if possible.

Note: Your current custodian may require a Medallion Signature Guarantee to process your transfer or rollover request. Please see the Participant Authorization section on the following page for an explanation of the Medallion Signature Guarantee.

NAME OF CURRENT CUSTODIAN		
STREET ADDRESS	CITY / STATE OR PROVINCE	ZIP OR POSTAL CODE
CONTACT NAME		TELEPHONE #

1. INVESTMENT TO TRANSFER

Investment to transfer: _____ Account #: _____

Liquidate Entire Account Partial Dollar Amount \$ _____ or # of Shares _____ Transfer In-Kind

For Certificate of Deposits: _____ Immediately* At Maturity Date _____

2. INVESTMENT TO TRANSFER

Investment to transfer: _____ Account #: _____

Liquidate Entire Account Partial Dollar Amount \$ _____ or # of Shares _____ Transfer In-Kind

For Certificate of Deposits: _____ Immediately* At Maturity Date _____

***Note:** If you wish to have certificates of deposit transferred immediately and they have not matured, you may incur a redemption penalty. We cannot accept requests to transfer assets from certificates of deposit more than 60 days before their maturity.



INVESTMENT INSTRUCTIONS

Please complete the following sections:

Section A

- I am opening a new IRA and have attached the required IRA Application.
- Deposit the proceeds into my existing IRA. Account #: _____
\$1,000 is the minimum required for subsequent investments in The Fairholme Fund and The Fairholme Focused Income Fund

Section B - Type of account transferring into:

- Traditional IRA
- Rollover IRA
- SEP IRA
- Roth IRA

Section C - Invest as follows:

- The Fairholme Fund (FAIRX) Dollar Amount \$ _____ or Percentage %
The minimum investment amount to open a new FAIRX IRA account is \$6,000.
- The Fairholme Focused Income Fund (FOCIX) Dollar Amount \$ _____ or Percentage %
The minimum investment amount to open a new FOCIX IRA account is \$6,000.

Section D - Type of request:

- IRA Transfer of Assets (including Transfer-In-Kind)
- Direct Rollover from a Qualified Plan to an IRA
- Direct Rollover from a 403(b) or 457 to an IRA

DIRECT ROLLOVER NOTICE

If this contribution is a direct rollover from a qualified plan, 403(b), or 457 plan, I understand that by signing this form, I am acknowledging that the direct rollover contribution is an irrevocable election and is no longer eligible for special tax treatment which may be accorded to distributions from a qualified plan, 403(b), or 457 plan. You may want to contact your current plan administrator or custodian to ensure that you have completed any documents they may require. If you are over age 70½, please contact your current custodian regarding the required minimum distribution rules before initiating a direct rollover. Direct rollovers from a qualified plan to an IRA can only be in the form of cash.

PARTICIPANT AUTHORIZATION

I authorize the transfer of assets or direct rollover as noted above to my FAIRHOLME FUNDS, INC. IRA and authorize my current custodian, FAIRHOLME FUNDS, INC. and BNY Mellon Investment Servicing Trust Company to process this request on my behalf. I understand it is my responsibility to insure the prompt transfer of assets or direct rollover by the current custodian. I have read and understand all information on this form and hereby provide the applicable authorization.

Participant's Signature

DATE (mm/dd/yyyy)

Medallion Signature Guarantee

Medallion Signature Guarantee Stamp and Signature (If required by your current custodian or transfer agent): 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

MAILING ADDRESSES

First Class Mail

Fairholme Funds, Inc.
 P.O. Box 534443
 Pittsburgh, PA 15253-4443

Overnight/Express Mail

Fairholme Funds, Inc.
 Attention: 534443
 500 Ross Street, 154-0520
 Pittsburgh, PA 15262
 (866) 202-2263

**FAIRHOLME FUNDS, INC. INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY
APPLICATION AND ADOPTION AGREEMENT**

IMPORTANT INFORMATION

- 1) **INHERITED IRA – Do not use this form if you are a spouse beneficiary who wishes to move your inherited proceeds into an IRA in your own name. Please complete a Fairholme Funds, Inc. IRA Application and Adoption Agreement that can be found on our website www.fairholmefunds.com.**
- 2) You cannot make an annual IRA contribution or rollover contribution into an inherited IRA (exception is a 403(b) or qualified plan non-spouse beneficiary direct rollover contribution to an inherited IRA which is facilitated by the 403(b) or qualified plan's administrator).
- 3) Currently, trustee-to-trustee transfers are the only acceptable method to move monies between inherited IRAs.
- 4) Inherited IRA assets cannot be held indefinitely; please see the IRA Summary Disclosure for general information. We strongly suggest you consult a qualified tax professional to confirm if you, as a beneficiary, are subject to an annual required minimum distribution generally starting the year after the year of the owner's death. If so, in order to establish required minimum distributions, please complete the **FAIRHOLME FUNDS, INC. INHERITED IRA DISTRIBUTION REQUEST FORM** in its entirety.

If you are not subject to annual required minimum distribution rules you will not need to take a distribution each year but will be required to close your account at a future date. This requirement varies by beneficiary, the owner's date of death and the owner's date of birth; see the IRA Summary Disclosure for additional information. We strongly suggest you consult with a qualified tax professional if you have additional questions about your specific situation.

INHERITED IRA ACCOUNT TYPE

- Traditional Inherited IRA (includes monies transferred from a SEP IRA or SIMPLE IRA (after required 2 year holding period))
- SIMPLE Inherited IRA (includes monies transferred from SIMPLE IRA (ONLY if the required 2 year holding period is not satisfied))
- Roth Inherited IRA

ORIGINAL IRA OWNER'S INFORMATION

Original IRA Owner's Full Name: _____

Date of Birth: _____

Date of Death: _____

OWNER INFORMATION – (The beneficiary of the deceased owner opening this account)

Select either A, B, C or D below (please print)

A: **DESIGNATED BENEFICIARY (A PERSON)** – also select one of the two boxes below

NON-SPOUSE BENEFICIARY

OR

SPOUSE BENEFICIARY ELECTING TO BE TREATED AS A BENEFICIARY

Name: _____

Social Security Number - - _____

¹Date of Birth: _____

¹When the beneficiary is a minor, the account requires a parent or legal guardian to act as the responsible individual until the age of majority is reached

THE OWNER IS A MINOR BENEFICIARY

RESPONSIBLE INDIVIDUAL INFORMATION (REQUIRED ON BEHALF OF A BENEFICIARY WHO IS A MINOR)

Responsible Individual's Name: _____

Social Security Number: _____

Date of Birth: _____

Responsible Individual's Street Address (required): _____

City: _____

State: _____

Zip Code: _____

Cell Phone: () _____

Alternate Phone () _____

B: ESTATE AS BENEFICIARY – (all distributions will be paid to the estate as registered below)

Estate Registration _____ Estate's EIN² _____

²decedent's social security number is not valid

Executor's Information (required) –

Executor's Name: _____

Executor's Social Security Number: _____ Executor's Date of Birth: _____

Executor's Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: () _____ Alternate Phone () _____

C: TRUST AS BENEFICIARY – (all distributions will be paid to the trust as registered below)

Name of Trust: _____ Trust's EIN³: _____

³decedent's social security number is not valid

Trustee's Information (required) –

Trustee's Name: _____

Trustee's Social Security Number: _____ Trustee's Date of Birth: _____

Trustee's Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: () _____ Alternate Phone () _____

D: OTHER BENEFICIARY – (all distributions will be paid to the charitable organization, foundation, or other legal entity as registered below)

Entity's name: _____ Entity's EIN⁴: _____

⁴decedent's social security number is not valid

Authorized Individual's Information (required) –

Authorized Individual's Name: _____

Authorized Individual's Social Security Number: _____ Authorized Individual's Date of Birth: _____

Authorized Individual's Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: () _____ Alternate Phone () _____

^{2,3,4} Refer to IRS Form SS-4 – Application for Employer Identification Number

OWNER ADDRESS

Street Address (required): _____

City: _____ State: _____ Zip Code: _____

Cell Phone: () _____ Alternate Phone () _____

Mailing/PO Box Address: _____

City: _____ State: _____ Zip Code: _____

METHOD OF FUNDING

Select one below

- I am transferring a decedent's existing Fairholme Funds, Inc. IRA into a Fairholme Funds, Inc. Inherited IRA. I have completed the **FAIRHOLME FUNDS, INC. IRA INHERITANCE REQUEST FORM** and have included it with this application. Please transfer the inherited assets into the same investment funds. *(Exchange privileges are available once the transfer is complete.)*
- I am requesting a trustee-to-trustee transfer of assets from an existing inherited IRA held at another institution. I have completed the enclosed **FAIRHOLME FUNDS, INC. INHERITED IRA TRANSFER OF ASSETS FORM**, which contains my investment instructions.
- I am establishing an inherited IRA to accept a non-spouse beneficiary direct rollover from a 403(b) or qualified plan. Please invest as follows:

Fund Name:	Percentage	%
Fund Name:	Percentage	%
Fund Name:	Percentage	%
Must equal 100%		

BENEFICIARY DESIGNATION

Important: Some states prohibit an inherited IRA owner from naming a subsequent beneficiary. You should check with your state's tax authority.

Note: the share percentage must equal 100% for all Primary or all Contingent Beneficiaries. If neither the Primary nor the Contingent Beneficiary box is checked, the beneficiary will be deemed a Primary Beneficiary.

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). I understand that, unless I have specified otherwise, if I name multiple Primary Beneficiaries and a beneficiary does not survive me, such interest is terminated, and that percentage will be divided proportionately among the remaining Primary Beneficiaries. Similarly, unless I have specified otherwise, if no Primary Beneficiary survives me and I have named multiple Contingent Beneficiaries and a beneficiary does not survive me, such interest is terminated, and that percentage will be divided proportionately among the remaining Contingent Beneficiaries. I understand that I may change my beneficiaries at any time by giving written notice to the Custodian. If I do not designate a beneficiary, or if all designated beneficiaries predecease me, my surviving spouse will become the beneficiary of my inherited IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my inherited IRA.

Per Stirpes Beneficiary Designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

Participant's Designation: In the event of my death, I hereby designate the following individuals as the Primary and Contingent Beneficiary(ies) to receive all benefits that may become due and payable under my inherited IRA.

Primary Contingent (Please check one)

Name:	<input type="checkbox"/> Per Stirpes	Social Security Number:
Date of Birth:	Relationship:	Share Percentage: %
Address:		Daytime Telephone: ()
City:	State:	Zip Code:

Primary Contingent (Please check one)

Name:	<input type="checkbox"/> Per Stirpes	Social Security Number:
Date of Birth:	Relationship:	Share Percentage: %
Address:		Daytime Telephone: ()
City:	State:	Zip Code:

Custodian - Disclaimer: The Participant's spouse may have a property interest in the account and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with any sponsors, issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation, or any warranty as to the ownership of the account after the death of the Participant or the Participant's spouse. For additional information, a qualified tax or legal professional should be consulted.

Terms and Conditions

I, the beneficiary, acknowledge receiving and reading the INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY APPLICATION AND ADOPTION AGREEMENT, the Traditional IRA and Roth IRA Combined Disclosure Statement, the Traditional IRA Custodial Account Agreement, the Roth IRA Custodial Account Agreement and the Privacy Notice (the "Account Documents"). I acknowledge receiving and reading the current prospectus for each Mutual Fund I

may have designated for investment. The Custodian, upon proper instructions from me, is authorized to exchange units of one Eligible Asset for units of any other Eligible Asset and to purchase units of any Eligible Asset with the proceeds of any redemption.

Article VIII, Section 23 of the Traditional IRA Custodial Account Agreement and Article IX, Section 23 of the Roth IRA Custodial Account Agreement authorize the Custodian to take or to omit to take certain actions in the event assets or property in my IRA Account are liquidated and the Custodian does not receive timely instructions it can reasonably or practicably carry out and I agree to the terms of the applicable Section 23.

I hereby establish an IRA in accordance with instructions provided on these pages entitled INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY APPLICATION AND ADOPTION AGREEMENT and agree to participate under the terms and conditions contained in the Account Documents and on the aforementioned pages (the "Full Agreement"). (My IRA account with the Custodian is called the "Inherited IRA Account" or "IRA Account" on this page).

I agree that this IRA becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement.

I agree that the Custodian may amend (add to, delete from or revise) any term of the Full Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the IRA Account to another custodian. I agree that the Full Agreement is binding on me and on my successors in interest.

I understand and agree to the extent inherited employer-sponsored plan assets are being directly rolled over to my Inherited IRA that it is my responsibility to ensure only eligible assets are rolled over and all required minimum distributions are satisfied prior to rolling over these assets. Further I agree to the extent inherited IRA assets are being transferred to my inherited IRA that I understand it is my responsibility to ensure only eligible assets are transferred. All amounts will be invested in accordance with the written instructions I provide with respect to each Transfer of an IRA or Direct Rollover of an employer sponsored retirement plan. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Custodial Fees: \$15.00 annual maintenance fee per fund account per year. This fee is owed and due for each full and partial calendar year that the IRA Account is open. The participant may pay the fee with funds other than those in the IRA Account ("non-custodial funds"). If the fee for a calendar year is not paid by the participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the IRA Account, the Custodian is authorized to deduct the fee from funds in the IRA Account at any time immediately after such payment due date or immediately after receiving instructions to close the IRA Account. The Custodian is authorized to change the fee but will give at least 30 days written notice to the participant of any fee change. The Custodian will keep those records, identify and file returns and provide other information concerning the IRA as required of custodians by the Internal Revenue Code and any regulations issued or forms adopted by the IRS or U.S. Treasury Department.

I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a Trust, I understand I must provide certain information concerning such Trust to the Custodian. I understand that, if I am subject to community property or marital property state requirements, my spouse may be required to consent to any beneficiary I designate who is not my spouse, or who is in addition to my spouse. I also understand that any beneficiary designation I make, other than my spouse, may not be effective without my spouse's consent. I certify, under penalty of perjury, if I am married and have not named my spouse as my sole Primary Beneficiary, I have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining my spouse's consent.

I (the Participant) certify under penalties of perjury that (i) all information I have provided on this form or otherwise in connection with establishing my IRA is true, correct, and complete, and (ii) I am a US person (including a US resident alien) and that my Social Security Number is true, correct and complete and that this number is my Taxpayer Identification Number. (Foreign persons must use appropriate Form W-8)

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies persons opening accounts. To comply, the Custodian requires the participant's name, address, date of birth and government-issued identification number (generally, a Social Security Number) and other information that may help the Custodian identify the participant; and the Custodian may ask for copies of related documentation and may consult third-party databases to help verify the participant's identity. I have read and I understand the Disclosure Statement that explains the risks of opening this account if I do not provide all requested identification materials or if my identity cannot be adequately verified in accordance with U.S. Government requirements.

X Signature: _____ **Date:** _____
(Responsible Individual in the case of a minor IRA)

IRA Custodian: BNY Mellon Investment Servicing Trust Company, 500 Ross Street, 154-0520, Pittsburgh, PA 15262

Mailing Options:	First Class Mail Fairholme Funds, Inc. P.O. Box 534443 Pittsburgh, PA 15253-4443	Overnight/Express Mail Fairholme Funds, Inc. Attention: 534443 500 Ross Street, 154-0520 Pittsburgh, PA 15262	Shareholder Services (866) 202-2263
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Dealer or Advisor Designation (If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.)

Firm Name: _____ Firm Number: _____

Representative's Name: _____ Rep. Number: _____

Telephone: () _____ Branch Number: _____

Branch Address: _____

FAIRHOLME FUNDS, INC. SPOUSE BENEFICIARY IRA INHERITANCE REQUEST FORM

ORIGINAL IRA OWNER'S INFORMATION

The following IRA owner has passed. I am requesting that you transfer ownership of the inherited proceeds to me as surviving spouse.

ORIGINAL IRA OWNER'S NAME: _____
FIRST NAME MIDDLE INITIAL LAST NAME

ORIGINAL IRA OWNER'S ACCOUNT NUMBER: _____ ROTH IRA *TRADITIONAL IRA / SEP IRA / SIMPLE IRA

DECEDENT'S BIRTH DATE: _____ DECEDENT'S DATE OF DEATH: _____

**For Traditional, SEP and SIMPLE IRAs - If the IRA owner's death occurred on or after their required beginning date¹ for Required Minimum Distributions (RMD) and they had not distributed their RMD amount due for the year of death, the custodian will distribute the RMD to the beneficiary(ies) prior to establishing an inherited IRA unless you certify it was already satisfied from another IRA*

As the designated beneficiary, trustee, executor, or personal representative I certify that the IRA owner's RMD, due in the year of death, has been satisfied.

¹ Required Beginning Date is April 1 of the year after the year the owner turned age 70 ½ for owners born before July 1, 1949.
Required Beginning Date is April 1 of the year the owner reaches age 73 for owners born on or after July 1, 1949.

CHECK ALL THAT APPLY:

- DEATH CERTIFICATE IS: ATTACHED or WAS PROVIDED UNDER SEPARATE COVER
- IF APPLICABLE, A NOTARIZED AFFIDAVIT OF DOMICILE ("AOD"): IS ATTACHED or WAS PROVIDED UNDER SEPARATE COVER
- IF APPLICABLE, AN INHERITANCE TAX WAIVER: IS ATTACHED or WAS PROVIDED

SPOUSE/BENEFICIARY INFORMATION

I am entitled to the assets as the designated spouse beneficiary or if no beneficiary is on record I affirm I was married to the owner on the date of their death and under the terms of the beneficiary default provisions. **(Please print)**

FIRST NAME MIDDLE INITIAL LAST NAME

STREET CITY STATE ZIP
DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

INHERITANCE ELECTION – PLEASE READ ALL OPTIONS CAREFULLY. (SELECT EITHER A, B OR C)

A. I CHOOSE TO TREAT THE IRA AS MY OWN (Choose either option 1 or 2 below) – I understand future distributions from my IRA will be reported on IRS Form 1099-R as a distribution to me based on my age and may be subject to withholding based on previous withholding elections (if any) on file and that I may provide withholding elections in writing. I understand an IRA Distribution Request form may be required for certain distributions.

- 1. Establish an IRA in my name with the attached **Fairholme Funds, Inc. COMBINED IRA ACCOUNT APPLICATION AND ADOPTION AGREEMENT** transferring the inherited assets into the same investment fund(s). *(Exchange privileges are available once the transfer is complete.)*
- 2. Transfer the inherited proceeds into my existing **Fairholme Funds, Inc.** Traditional IRA or Roth IRA Account Number: _____ into the same investment fund(s). *(Exchange privileges are available once the transfer is complete.)*

B. ESTABLISH AN INHERITED IRA ACCOUNT - for the purpose of maintaining the inherited proceeds for life expectancy, systematic, partial, or future year inheritance distributions. I understand that all distributions from the inherited IRA will be reported on IRS Form 1099-R as a death distribution (Code 4), under my name and Social Security Number.

Please attach the **Fairholme Funds, Inc. INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY APPLICATION AND ADOPTION AGREEMENT** completing the Inherited IRA DESIGNATED BENEFICIARY (A PERSON) and indicate SPOUSE BENEFICIARY ELECTING TO BE TREATED AS A BENEFICIARY. Your inherited proceeds will be transferred into the same investment fund(s). *(Exchange privileges are available once the transfer is complete.)*

Note: To establish required minimum life expectancy distributions, also complete the **Fairholme Funds, Inc. INHERITED IRA DISTRIBUTION REQUEST FORM.**

C. LIQUIDATE IN FULL (entire balance) as a reportable distribution. I understand that the distribution will be reported on IRS Form 1099-R as a death distribution (Code 4), under my name and Social Security Number. I understand the custodian will issue a check payable to me that will be mailed to the beneficiary street address provided previously unless I provide alternate delivery instructions below by completing option 1 or 2 below:

- 1. TRANSFER FUNDS ELECTRONICALLY VIA ACH* - *(voided check or savings deposit slip required)* Checking Savings

NAME OF INSTITUTION: _____
BANK ROUTING NUMBER: _____ BANK ACCOUNT NUMBER: _____
BANK ACCOUNT REGISTRATION: _____
*THE BANK ACCOUNT REGISTRATION MUST INCLUDE YOUR NAME
BANK ACCOUNT ADDRESS: _____
PO BOX or STREET
CITY STATE ZIP

2. MAIL A CHECK TO AN ALTERNATE PAYEE AND / OR AN ALTERNATE ADDRESS

ALTERNATE PAYEE: _____

ALTERNATE ADDRESS: _____
PO BOX or STREET

CITY STATE ZIP

TAX WITHHOLDING

Federal Withholding: Federal income tax will be withheld at the rate of 10% from any distribution, subject to the IRS withholding rules, unless you elect a withholding rate of 0% below or have previously elected out of withholding. Tax will be withheld on the gross amount of the payment even though you may be receiving amounts that are not subject to withholding because they are excluded from gross income. This withholding procedure may result in excess withholding on the payments. If you elect to have no federal taxes withheld from your distribution, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

- I elect federal income tax withholding of 0%, do not withhold federal income tax from my distributions.*
 I elect federal income tax withholding of _____% must be a whole percent, you may elect any rate from 1% to 100%.*

See the attached Form W-4R Withholding Certificate for Nonperiodic Payments which has the Marginal Rate Tables and "Suggestion for determining withholding" instructions. You may use these tables and instructions to help you select the appropriate withholding rate.

*Generally, you can't elect less than 10% federal income tax withholding for payments to be delivered outside the United States and its possessions.

State Withholding: Your state of residence will determine your state income tax withholding requirements, if any. Those states with mandatory withholding may require state income tax to be withheld from payments if federal income taxes are withheld or may mandate a fixed amount regardless of your federal tax election. Voluntary states let individuals determine whether they want state taxes withheld. Some states have no income tax on retirement payments. Please consult with a tax advisor or your state's tax authority for additional information on your state requirements.

- I elect NOT TO have state income tax withheld from my retirement account distributions (only for residents of states that do not require mandatory state tax withholding).
 I elect TO have the following dollar amount or percentage withheld from my retirement account distribution for state income taxes (for residents of states that allow voluntary state tax withholding). \$ _____ or _____%

SIGNATURE (Required)

I certify that on the date of the death of the owner of the IRA Account we were legally married, and I am authorized to make these elections and that all information provided is true and accurate. I further certify that the Custodian, Fairholme Funds, Inc., or any agent of either of them has given no tax or legal advice to me, and that all decisions regarding the elections made on this form are my own. The Custodian is hereby authorized to act as instructed. The Custodian may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences, which may arise from the election(s) and agree that the Custodian, Fairholme Funds, Inc., and their agents shall in no way be responsible, and shall be indemnified and held harmless, for any tax, legal or other consequences of the election(s) made on this form.

Substitute W-9 - Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because:
a. I am exempt from backup withholding; or
b. I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
c. The IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (as defined in the Form W-9 instructions found at www.irs.gov).
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X Signature _____ Date _____

*MEDALLION GUARANTEE

*MEDALLION STAMP

*MEDALLION STAMP IS REQUIRED TO TRANSFER OWNERSHIP

Medallion Signature Guarantee Stamp and Signature (If required): 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Beneficiary capacity is maintained by the custodian as part of the original IRA owner's account records and the guarantor is not certifying the beneficiary status.

Mailing Options:

First Class Mail:

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail:

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Customer Service:

(866) 202-2263

FAIRHOLME FUNDS, INC. NON-SPOUSE, TRUST, ESTATE OR ENTITY BENEFICIARY IRA INHERITANCE REQUEST FORM

ORIGINAL IRA OWNER’S INFORMATION

The following IRA owner has passed. I am requesting that you transfer ownership of the inherited proceeds.

ORIGINAL IRA OWNER’S NAME: _____
FIRST NAME MIDDLE INITIAL LAST NAME

ORIGINAL IRA OWNER’S ACCOUNT NUMBER: _____

ROTH IRA *TRADITIONAL IRA / SEP IRA / SIMPLE IRA

**For Traditional, SEP and SIMPLE IRAs - If the IRA owner’s death occurred on or after their required beginning date¹ for Required Minimum Distributions (RMD) and they had not distributed their RMD amount due for the year of death, the custodian will distribute the RMD to the beneficiary(ies) prior to establishing an inherited IRA unless you certify it was already satisfied from another IRA*

As the designated beneficiary, trustee, executor, or personal representative I certify that the IRA owner’s RMD, due in the year of death, has been satisfied. Year of Death _____

¹ Required Beginning Date is April 1 of the year after the year the owner turned age 70 ½ for owners born before July 1, 1949.
Required Beginning Date is April 1 of the year the owner reaches age 73 for owners born on or after July 1, 1949.

DECEDENT’S BIRTH DATE: _____ **DECEDENT’S DATE OF DEATH:** _____

CHECK ALL THAT APPLY:

- DEATH CERTIFICATE IS: ATTACHED or WAS PROVIDED UNDER SEPARATE COVER
- IF APPLICABLE, A NOTARIZED AFFIDAVIT OF DOMICILE (“AOD”): IS ATTACHED or WAS PROVIDED UNDER SEPARATE COVER
- IF APPLICABLE, AN INHERITANCE TAX WAIVER: IS ATTACHED or WAS PROVIDED UNDER SEPARATE COVER

BENEFICIARY INFORMATION – COMPLETE A OR B

This request is made in accordance with the IRA owner’s beneficiary designation or under the terms of the beneficiary default provisions (spouse, or if no surviving spouse then the estate of the deceased owner).

IF YOU ARE A SPOUSE BENEFICIARY, PLEASE COMPLETE THE SPOUSE BENEFICIARY – IRA INHERITANCE REQUEST FORM.

In my capacity, I am requesting the portion of the decedent’s IRA that the below listed beneficiary is entitled to be transferred into an inherited IRA or liquidated as instructed.

A. NON-SPOUSE BENEFICIARY - LIVING PERSON

FIRST NAME MIDDLE INITIAL LAST NAME

STREET ADDRESS OF THE BENEFICIARY (REQUIRED)

CITY STATE ZIP

BENEFICIARY SOCIAL SECURITY NUMBER: _____ BENEFICIARY DATE OF BIRTH²: _____

RESPONSIBLE INDIVIDUAL²: _____
FIRST NAME MIDDLE INITIAL LAST NAME

RESPONSIBLE INDIVIDUAL SOCIAL SECURITY NUMBER: _____ RESPONSIBLE INDIVIDUAL DATE OF BIRTH: _____

² This form must be signed by the parent or legal guardian of the beneficiary as responsible individual when the beneficiary is a minor under state law.

B. NON-SPOUSE BENEFICIARY - ENTITY - PLEASE SELECT 1, 2 or 3

1. ESTATE 2. TRUST 3. OTHER ENTITY

ENTITY'S TAX ID: _____ DO NOT LIST THE DECEDENT'S SOCIAL SECURITY NUMBER
PLEASE REFER TO IRS FORM SS-4 – APPLICATION FOR EMPLOYER IDENTIFICATION NUMBER

NAME OF ENTITY BENEFICIARY - (ESTATE OF DECEASED OWNER / NAME AND DATE OF TRUST / OTHER - EXAMPLE - CHARITABLE ORGANIZATION OR FOUNDATION)

STREET ADDRESS OF THE BENEFICIARY (REQUIRED)

CITY _____ STATE _____ ZIP _____

PLEASE COMPLETE BELOW FOR THE INDIVIDUAL SIGNING THIS FORM ON BEHALF OF THE ENTITY LISTED ABOVE.
IF MORE THAN INDIVIDUAL IS REQUIRED TO SIGN PLEASE ATTACH A SEPARATE SHEET AND PROVIDE INFORMATION FOR EACH AUTHORIZED INDIVIDUAL.

AUTHORIZED INDIVIDUAL: _____
FIRST NAME _____ MIDDLE INITIAL _____ LAST NAME _____

AUTHORIZED INDIVIDUAL SOCIAL SECURITY NUMBER: _____ AUTHORIZED INDIVIDUAL DATE OF BIRTH: _____

AUTHORIZED INDIVIDUAL TITLE: _____

INHERITANCE ELECTION – PLEASE READ EACH OPTION CAREFULLY. (SELECT EITHER A OR B)

A. **ESTABLISH AN INHERITED IRA ACCOUNT** with the attached application for the purposes of maintaining the inherited proceeds for life expectancy, systematic, partial, or future year inheritance distributions (reported on IRS Form 1099-R, under Code 4 - death distribution).

Please complete and attach a Fairholme Funds, Inc. NON-SPOUSE, TRUST, ESTATE OR ENTITY INHERITED IRA ACCOUNT APPLICATION AND ADOPTION AGREEMENT. The inherited proceeds will be transferred into the same investment fund(s). *(Exchange privileges are available once the transfer is complete.)*

Note: To establish required minimum life expectancy distributions, also complete the **Fairholme Funds, Inc. INHERITED IRA DISTRIBUTION REQUEST FORM.**

B. **LIQUIDATE IN FULL (entire balance)** as a reportable distribution. I understand the distribution will be reported on IRS Form 1099-R as a death distribution (Code 4), under the name and tax id of the non-spouse beneficiary, estate, trust, or other entity. **Note:** You must also complete the Tax Withholding Election section. I authorize the custodian to mail a check¹ to the beneficiary street address unless instructions to mail a check to an alternate address or transfer funds electronically via ach into a bank account for the beneficiary are provided below.

MAIL CHECK TO ALTERNATE ADDRESS¹: _____
PO BOX or STREET

CITY _____ STATE _____ ZIP _____

¹ Please provide an alternate address for delivery of the check if you do not want a check mailed to the beneficiary street address. The check will be made payable directly to the beneficiary, the custodian will not issue a check payable to a third party, including, but not limited to, a check payable to the underlying beneficiary(ies) of a trust or estate.

TRANSFER FUNDS ELECTRONICALLY VIA ACH* - (voided check or savings deposit slip required) Checking Savings

BANK NAME: _____

BANK ROUTING NUMBER: _____ BANK ACCOUNT NUMBER: _____

BANK ACCOUNT REGISTRATION*: _____

***THE BANK ACCOUNT REGISTRATION MUST INCLUDE THE NON-SPOUSE, TRUST, ESTATE OR ENTITY BENEFICIARY**

BANK ACCOUNT ADDRESS²: _____

CITY _____ STATE _____ ZIP _____

²The address the bank has on record for the owner of the bank account.

TAX WITHHOLDING - (REQUIRED WHEN INHERITANCE ELECTION "LIQUIDATE IN FULL" IS SELECTED)

Federal Withholding: Federal income tax will be withheld at the rate of 10% from any distribution, subject to the IRS withholding rules, unless you elect a withholding rate of 0% below or have previously elected out of withholding. Tax will be withheld on the gross amount of the payment even though you may be receiving amounts that are not subject to withholding because they are excluded from gross income. This withholding procedure may result in excess withholding on the payments. If you elect to have no federal taxes withheld from your distribution, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

- I elect federal income tax withholding of 0%, do not withhold federal income tax from my distributions.*
- I elect federal income tax withholding of _____% must be a whole percent, you may elect any rate from 1% to 100%.*

See the attached Form W-4R Withholding Certificate for Nonperiodic Payments which has the **Marginal Rate Tables** and "**Suggestion for determining withholding**" instructions. You may use these tables and instructions to help you select the appropriate withholding rate.

*Generally, you can't elect less than 10% federal income tax withholding for payments to be delivered outside the United States and its possessions.

STATE TAX WITHHOLDING: Your state of residence will determine your state income tax withholding requirements, if any. Those states with mandatory withholding may require state income tax to be withheld from payments if federal income taxes are withheld or may mandate a fixed amount regardless of your federal tax election. Voluntary states let individuals determine whether they want state taxes withheld. Some states have no income tax on retirement payments. Please consult with a tax advisor or your state's tax authority for additional information on your state requirements.

- I elect **NOT TO** have state income tax withheld from my retirement account distributions (only for residents of states that do not require mandatory state tax withholding).
- I elect **TO** have the following dollar amount or percentage withheld from my retirement account distribution for state income taxes (for residents of states that allow voluntary state tax withholding). \$ _____ or _____ %

SIGNATURE (Required)

I certify that I am authorized to make these elections and that all information provided is true and accurate. I further certify that the Custodian, Fairholme Funds, Inc., or any agent of either of them has given no tax or legal advice to me, and that all decisions regarding the elections made on this form are my own. The Custodian is hereby authorized to act as instructed. The Custodian may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences, which may arise from the election(s) and agree that the Custodian, Fairholme Funds, Inc., and their agents shall in no way be responsible, and shall be indemnified and held harmless, for any tax, legal or other consequences of the election(s) made on this form.

Substitute W-9 - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because:
 - a. I am exempt from backup withholding; or
 - b. I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - c. The IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (as defined in the Form W-9 instructions found at www.irs.gov).
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X Signature _____ Date: _____
(BENEFICIARY, RESPONSIBLE INDIVIDUAL, OR AUTHORIZED INDIVIDUAL FOR ENTITY - EXECUTOR, TRUSTEE, OFFICER ETC.)

***Medallion Guarantee**

*Medallion Stamp

***MEDALLION STAMP IS REQUIRED TO TRANSFER OWNERSHIP**

Medallion Signature Guarantee Stamp and Signature (if required): 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Beneficiary capacity is maintained by the custodian as part of the original IRA owner's account records and the guarantor is not certifying the beneficiary status.

Mailing Options:

First Class Mail:

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail:

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Customer Service:

(866) 202-2263

FAIRHOLME FUNDS, INC. INHERITED IRA DISTRIBUTION REQUEST FORM

For non-reportable transfers, please complete and submit the appropriate receiving custodian's trustee-to-trustee transfer of assets form.

Please Print

1. IRA OWNER (Deceased) and BENEFICIARY INFORMATION

Original IRA Owner:

Name: _____

Social Security Number: _____

Date of Birth: _____

Date of Death: _____

Important: If the owner of a traditional, SEP or SIMPLE IRA died on or after the Required Beginning Date for RMD distributions (see Required Beginning Date on the last page of this document) and had not distributed their RMD amount due in the year of death, the amount must be distributed to the beneficiary(ies) prior to establishing an inherited IRA.

As the designated beneficiary, trustee, executor, or personal representative I certify that the IRA owner's RMD, due in the year of death, has been satisfied. Year of Death _____

Beneficiary, Trustee, Executor, Authorized Representative (or Responsible Individual, if beneficiary is a minor) Information:

Name: _____

Daytime Telephone: () _____

Social Security Number or EIN under which the Inherited IRA account is registered: _____

Type of Beneficiary (choose one):

Spouse – person married to the IRA owner as of their date of death

Non-spouse individual beneficiary of the original owner (if you are the beneficiary of an account already registered as an Inherited IRA choose Successor Beneficiary below)

Minor child of the original IRA owner

An entity such as an estate, charity, or trust (other than a qualified "look-through" trust),

A qualified "look-through" trust; the owner died in 2019 or prior. By choosing this election I affirm I have consulted a qualified tax and/or legal professional and this trust is eligible for life expectancy distributions based on the date of birth of the oldest beneficiary of the trust

_____/_____/_____
Month Day Year

A qualified "look-through" trust; the owner died on or after 1/1/2020. By choosing this election I affirm I have consulted a qualified tax and/or legal professional and affirm the trust meets all requirements for life expectancy distributions to be made based on the date of birth

_____/_____/_____
Month Day Year

Successor beneficiary or second-generation beneficiary (the original owner's beneficiary named you as the beneficiary of their Inherited IRA)

2. INHERITED IRA ACCOUNT INFORMATION

Please complete one option below:

I have an existing Inherited IRA – Enter your Account Number: _____

I am establishing a new Inherited IRA and an Application is attached for (select one) Inherited Traditional IRA or Inherited Roth IRA

Important: If the inherited IRA is (or was) transferred from another institution, please provide the prior year-end account value.

Prior year-end account value \$ _____

3. ELECTION FOR ONE-TIME DISTRIBUTION CHOOSE ONE

Important: Required distributions must generally commence by the end of the year following the year of death. Any amount distributed from an inherited IRA account cannot be redeposited back into the account. All distributions from inherited IRAs are reported as death distribution on IRS Form 1099-R under Code 4 in Box 7.

Liquidate Entire Account (skip to Section 6 Delivery Instructions)

One-Time Partial Distribution - Dollar Amount \$ _____ (or) Shares _____
(skip to section 5 Distribution allocation)

4. ELECTION FOR SYTEMATIC WITHDRAWAL

Important: Required distributions must commence by the end of the year following the year of death. Any amount distributed from an inherited IRA account cannot be redeposited back into the account. All distributions from inherited IRAs are reported as death distribution on IRS Form 1099-R under Code 4 in Box 7.

Specify your automatic withdrawal plan type below. Due to passage of the SECURE Act legislation, distribution rules for IRA beneficiaries have changed. You should consult a tax advisor prior to completing this form.

- If the original account owner passed away in 2019 or before, complete 4a, skip 4b, and complete 4c
- If the original account owner passed away in 2020 or after, skip 4a and complete 4b and 4c

4a. SYSTEMATIC DISTRIBUTIONS OPTIONS - OWNER PASSED ON OR PRIOR TO DECEMBER 31, 2019

- Periodic Distribution of a Specific Dollar Amount** \$_____ If you choose this option rather than one of the options offered below, you may not meet the RMD requirements for your account. You are responsible for ensuring that RMD requirements are met.

OR

- Periodic Distribution - Five-Year Rule** – Available to designated beneficiaries, trust, charity, entity, or estate beneficiaries when the date of death is prior to the owner's Required Beginning Date for RMDs - This option is always available for Inherited Roth IRAs.

The amount of each payment will vary. The custodian will calculate the amount of each payment by dividing the balance of each fund on the business day prior to each distribution by the remaining number of payments. The number of payments will be based on start date and frequency you select in section 4c and an end date of the 5th year after the year of death provided in section 1. Please note that you are responsible for ensuring that the full balance is redeemed by 12/31 of the 5th year.

OR

- CALCULATE LIFE EXPECTANCY DISTRIBUTIONS – SELECT ONE OPTION BELOW** - Available to designated beneficiaries and qualified "look-through" trust beneficiaries regardless of the age of the owner at time of death and to non-qualified "look-through" trust, charity, entity, or estate beneficiaries when the date of death is on or after the owner's Required Beginning Date for RMDs.

- Spouse or a Trust with the spouse as sole beneficiary of the trust which meets the provisions of a qualified "look-through" trust, as defined in IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*. Use spouse beneficiary's single life expectancy recalculated each year

- Spouse or a Trust with the spouse as beneficiary of the trust which meets the provisions of a qualified "look-through" trust, as defined in IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*. Use spouse beneficiary's single life expectancy calculated in the year following the year of death reduced by one each year thereafter

- Non-Spouse Beneficiary life expectancy calculated in the year following the year of death reduced by one for each year after.

Note: If the owner died on or after their Required Beginning Date for RMD and had a longer life expectancy based on their age at the time of their death, the owner's life expectancy will be used.

- Qualified "look-through" trust as defined in IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)* and the owner died in 2019 or prior. By choosing this election I affirm I have consulted a qualified tax and/or legal professional and this trust is eligible to use a life expectancy calculation and I am providing the date of birth of the oldest beneficiary of the trust

_____/_____/_____
Month Day Year

Note: If the owner died on or after their Required Beginning Date for RMD and had a longer life expectancy based on their age at the time of their death, the owner's life expectancy will be used.

- Charity, estate, or a trust other than a qualified "look-through" trust, or other entity beneficiary. The owner's date of death was on or after their Required Beginning Date for RMDs, and payments are calculated based on the owner's age at the time of their death.

4b. SYSTEMATIC DISTRIBUTIONS OPTIONS - OWNER PASSED AWAY ON OR AFTER JANUARY 1, 2020

- Periodic Distribution of a Specific Dollar Amount** \$_____ If you choose this option rather than one of the options offered below, you may not meet the RMD requirements for your account. You are responsible for ensuring that RMD requirements are met.

OR

- Periodic Distribution - Five-Year Rule** – Available to trust, charity, entity, or estate beneficiaries when the date of death is prior to the owner's Required Beginning Date for RMDs - This option is always available for Inherited Roth IRAs.

The amount of each payment will vary. The custodian will calculate the amount of each payment by dividing the balance of each fund on the business day prior to each distribution by the remaining number of payments. The number of payments will be based on start date and frequency you select in section 4c and an end date of the 5th year after the year of death provided in section 1. Please note that you are responsible for ensuring the full balance is redeemed by 12/31 of the 5th year.

OR

- Periodic Distribution - Ten-Year Rule** – Available to Designated Beneficiaries who are not Eligible Designated Beneficiaries without regard to whether the date of death is prior to or on/after the owner's Required Beginning Date for RMDs - This option is always available for all Inherited IRAs with a Designated Beneficiary who is not an Eligible Designated Beneficiary.

The amount of each payment will vary. The custodian will calculate the amount of each payment by dividing the balance of each fund on the business day prior to each distribution by the remaining number of payments. The number of payments will be based on start date and frequency you select in section 4c and an end date of the 10th year after the year of death provided in section 1. Please note that you are responsible for ensuring the full balance is redeemed by 12/31 of the 10th year.

OR (Continued on Next Page)

CALCULATE LIFE EXPECTANCY DISTRIBUTIONS – SELECT ONE OPTION BELOW Available to Eligible Designated Beneficiaries and qualified "look-through" trust beneficiaries, regardless of the age of the owner at time of death and to a non-qualified trust, charity, entity, or estate beneficiaries when the Date of Death of the Deceased original owner is on or after their Required Beginning Date for RMDs.

Spouse or a Trust with the spouse as sole beneficiary of the trust which meets the provisions of a qualified "look-through" trust, as defined in IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*. Use spouse beneficiary's single life expectancy recalculated each year

Spouse or a Trust with the spouse as sole beneficiary of the trust which meets the provisions of a qualified "look-through" trust, as defined in IRS Publication 590-B *Distributions from Individual Retirement Arrangements (IRAs)*. Use spouse beneficiary's single life expectancy calculated in the year following the year of death reduced by one each year thereafter

Eligible Non-Spouse Beneficiary life expectancy calculated in the year following the year of death reduced by one for each year after.

Note: If the eligible non-spouse beneficiary is a minor child of the beneficiary who will no longer be an eligible designated beneficiary once they reach majority age they are responsible for ensuring the account is closed by the end of the 10th year following the year they reach the age of majority. These calculated distributions will not close the account automatically.

Note: If the owner died on or after their Required Beginning Date for RMD and had a longer life expectancy based on their age at the time of their death, the owner's life expectancy will be used.

A qualified "look-through" trust; the owner died on or after 1/1/20. By choosing this election I affirm I have consulted a qualified tax and/or legal professional and affirm the trust meets any and all requirements for life expectancy distributions to be made based on this date of birth _____ / _____ / _____
Month Day Year

Note: If the owner died on or after their Required Beginning Date for RMD and had a longer life expectancy based on their age at the time of their death, the owner's life expectancy will be used.

Non-qualified trust, charity, entity, or estate beneficiaries when the date of death is on or after the owner's Required Beginning Date for RMDs, and payments are calculated based on the owner's age at the time of their death.

4c. - SYSTEMATIC DISTRIBUTION CYCLE

Begin systematic distributions on¹: ____ / ____ / ____ **Frequency (choose one)**²: Monthly Quarterly Semi-Annually Annually
MM DD YY

¹ If this form is received after the date selected it will be processed immediately upon receipt. Future payments will be established with the date listed.

² If a frequency is not selected, your payments will be distributed annually on the 20th of the next available month.

5. DISTRIBUTION ALLOCATION

Amounts distributed from an inherited IRA are not rollover eligible. Amounts mistakenly distributed cannot be redeposited back into the account.

Choose one: Distribute proportionately across all fund positions **OR** Distribute as indicated below:

Fund: _____ Percentage: _____ %
 Fund: _____ Percentage: _____ %
 Fund: _____ Percentage: _____ %

IMPORTANT NOTE: If you choose this option and any fund position noted above is subsequently liquidated, or closed, you are responsible for contacting the custodian to reallocate your fund percentages. Failure to do so could result in delays in the distribution of your assets. The custodian assumes no responsibility for monitoring or adjusting your allocation election in future years. The total for all funds listed must equal 100%. If you require additional space to list funds, please attach a separate sheet with all funds and the percent to take from each fund.

6. PAYMENT METHOD INSTRUCTIONS

Based on your selected payment method, a Medallion Signature Guarantee Stamp may be required. Please refer to your prospectus or call us at the number listed on this form for specific requirements. If no payment method is selected a check payable to the registered inherited IRA owner, trust, estate, or entity will be mailed to the address of record. If you have elected a systematic withdrawal your payout method will remain in effect until we receive notice from you requesting a change. All checks may only be made payable to the registered inherited IRA owner, trust, estate, or entity.

Mail check payable to registered inherited IRA owner, trust, estate, or entity to the address of record currently on file.

Mail check payable to registered inherited IRA owner, trust, estate, or entity to an alternate address

Medallion Signature Guarantee is required when an alternate address is not already on record.

Attention: _____
 Street: _____ City: _____ State: _____ Zip: _____

*Transfer funds electronically via ACH (voided check or savings deposit slip required)

Medallion Signature Guarantee is required when bank information is not already on record

BANK NAME: _____
 BANK ROUTING NUMBER: _____ BANK ACCOUNT NUMBER: _____
 BANK ACCOUNT REGISTRATION*: _____
*THE BANK ACCOUNT REGISTRATION MUST INCLUDE THE NON-SPOUSE, TRUST, ESTATE OR ENTITY BENEFICIARY
 BANK ACCOUNT ADDRESS¹: _____
CITY STATE ZIP

¹The address the bank has on record for the owner of the bank account.

7a. FEDERAL TAX WITHHOLDING ELECTION (applies to all Inherited IRAs including Roth Inherited IRAs)

Federal income tax will be withheld at the rate of 10% from any distribution, subject to the IRS withholding rules, unless you elect a withholding rate of 0% below or have previously elected out of withholding. Tax will be withheld on the gross amount of the payment even though you may be receiving amounts that are not subject to withholding because they are excluded from gross income. This withholding procedure may result in excess withholding on the payments. If you elect to have no federal taxes withheld from your distribution, or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You understand that your below election will remain in effect until such time as you make a different election with the Custodian.

- I elect federal income tax withholding of 0%, do not withhold federal income tax from my distributions.*
- I elect federal income tax withholding of _____% must be a whole percent, you may elect any rate from 1% to 100%.*

See the attached Form W-4R Withholding Certificate for Nonperiodic Payments which has the **Marginal Rate Tables** and **“Suggestion for determining withholding”** instructions. You may use these tables and instructions to help you select the appropriate withholding rate.

*Generally, you can't elect less than 10% federal income tax withholding for payments to be delivered outside the United States and its possessions.

7b. STATE TAX WITHHOLDING ELECTION (applies to all Inherited IRAs including Roth Inherited IRAs)

Your state of residence will determine your state income tax withholding requirements, if any. Those states with mandatory withholding may require state income tax to be withheld from payments if federal income taxes are withheld or may mandate a fixed amount regardless of your federal tax election. Voluntary states let individuals determine whether they want state taxes withheld. Some states have no income tax on retirement payments. Please consult with a tax advisor or your state's tax authority for additional information on your state requirements. If you are completing this form, your below election will remain in effect until such time as you make a different election in writing to the Custodian.

- I elect **NOT TO** have state income tax withheld from my retirement account distributions (only for residents of states that do not require mandatory state tax withholding).
- I elect **TO** have the following dollar amount or percentage withheld from my retirement account distribution for state income taxes (for residents of states that allow voluntary state tax withholding). \$ _____ or _____ %

8. AUTHORIZATION

I certify that I am the individual authorized to make these elections and that all information provided is true and accurate. I further certify that the Custodian, the sponsor, or any agent of either of them has given no tax or legal advice to me, and that all decisions regarding the elections made on this form are my own. The Custodian is hereby authorized and directed to distribute funds from the account in the manner requested. The Custodian may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences which may arise from the election(s) and agree that the Custodian, sponsor, and their agents shall in no way be responsible, and shall be indemnified and held harmless, for any tax, legal or other consequences of the election(s) made on this form.

X

Authorized Signature (Beneficiary, Trustee, Executor, Responsible Individual, or Personal/Legal Representative) Date:

Please review the Fairholme Funds, Inc. prospectus for Medallion Signature Guarantee stamp requirements.

Medallion Signature Guarantee Stamp and 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

Medallion Signature Guarantee Stamp

Mailing Options:

First Class Mail:

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight/Express Mail:

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Customer Service:

(866) 202-2263

Substitute W-4R 2024 - Withholding Certificate for Nonperiodic Payments – For use with IRAs ONLY

Where instructed to provide your withholding election on “line 2” use the space provided on the attached form under “Federal Income Withholding Election.”

2024 Marginal Rate Tables

You may use these tables to help you select the appropriate withholding rate for this payment or distribution. Add your income from all sources and use the column that matches your filing status to find the corresponding rate of withholding. See below for more information on how to use this table.

Single or Married filing Separately		Married filing jointly or Qualifying surviving spouse		Head of household	
Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more
\$0	0%	\$0	0%	\$0	0%
14,600	10%	29,200	10%	21,900	10%
26,200	12%	52,400	12%	38,450	12%
61,750	22%	123,500	22%	85,000	22%
115,125	24%	230,250	24%	122,400	24%
206,550	32%	413,100	32%	213,850	32%
258,325	35%	516,650	35%	265,600	35%
623,950*	37%	760,400	37%	631,250	37%

*If married filing separately, use \$380,200 instead for this 37% rate.

General Instructions: Section references are to the Internal Revenue Code.

Future developments. For the latest information about any future developments related to Form W-4R, such as legislation enacted after it was published, go to www.irs.gov/FormW4R.

Purpose of form. Complete Form W-4R to have payers withhold the correct amount of federal income tax from your nonperiodic payment from an employer retirement plan, annuity (including a commercial annuity), or individual retirement arrangement (IRA). See below for the rules and options that are available for each type of payment.

Caution: If you have too little tax withheld, you will generally owe tax when you file your tax return and may owe a penalty unless you make timely payments of estimated tax. If too much tax is withheld, you will generally be due a refund when you file your tax return. Your withholding choice (or an election not to have withholding on a nonperiodic payment) will generally apply to any future payment from the same plan or IRA. Submit a new Form W-4R if you want to change your election.

Nonperiodic payments—10% withholding. Your payer must withhold at a default 10% rate from the taxable amount of nonperiodic payments **unless** you enter a different rate on line 2. Distributions from an IRA that are payable on demand are treated as nonperiodic payments. Note that the default rate of withholding may not be appropriate for your tax situation. You may choose to have no federal income tax withheld by entering “-0-” on line 2. See the specific instructions below for more information. Generally, you are not permitted to elect to have federal income tax withheld at a rate of less than 10% (including “-0-”) on any payments to be delivered outside the United States and its territories.

Note: If you don’t give Form W-4R to your payer, you don’t provide an SSN, or the IRS notifies the payer that you gave an incorrect SSN, then the payer must withhold 10% of the payment for federal income tax and can’t honor requests to have a lower (or no) amount withheld. Generally, for payments that began before 2024, your current withholding election (or your default rate) remains in effect unless you submit a Form W-4R.

Payments to nonresident aliens and foreign estates. Do not use Form W-4R. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, and Pub. 519, U.S. Tax Guide for Aliens, for more information.

Tax relief for victims of terrorist attacks. If your disability payments for injuries incurred as a direct result of a terrorist attack are not taxable, enter “-0-” on line 2. See Pub. 3920, Tax Relief for Victims of Terrorist Attacks, for more details.

Specific Instructions

Line 2 - More withholding. If you want more than the default rate withheld from your payment, you may enter a higher rate on line 2.

Less withholding (nonperiodic payments only). If permitted, you may enter a lower rate on line 2 (including “-0-”) if you want less than the 10% default rate withheld from your payment. If you have already paid, or plan to pay, your tax on this payment through other withholding or estimated tax payments, you may want to enter “-0-”.

Suggestion for determining withholding. Consider using the Marginal Rate Tables above to help you select the appropriate withholding rate for this payment or distribution. The tables are most accurate if the appropriate amount of tax on all other sources of income, deductions, and credits has been paid through other withholding or estimated tax payments. If the appropriate amount of tax on those sources of income has not been paid through other withholding or estimated tax payments, you can pay that tax through withholding on this payment by entering a rate that is greater than the rate in the Marginal Rate Tables.

The marginal tax rate is the rate of tax on each additional dollar of income you receive above a particular amount of income. You can use the table for your filing status as a guide to find a rate of withholding for amounts above the total income level in the table.

To determine the appropriate rate of withholding from the table, do the following. Step 1: Find the rate that corresponds with your total income not including the payment. Step 2: Add your total income and the taxable amount of the payment and find the corresponding rate.

If these two rates are the same, enter that rate on line 2. (See Example 1 below.)

If the two rates differ, multiply (a) the amount in the lower rate bracket by the rate for that bracket, and (b) the amount in the higher rate bracket by the rate for that bracket. Add these two numbers; this is the expected tax for this payment. To get the rate to have withheld, divide this amount by the taxable amount of the payment. Round up to the next whole number and enter that rate on line 2. (See Example 2 below.)

If you prefer a simpler approach (but one that may lead to overwithholding), find the rate that corresponds to your total income including the payment and enter that rate on line 2.

Examples. Assume the following facts for Examples 1 and 2. Your filing status is single. You expect the taxable amount of your payment to be \$20,000. Appropriate amounts have been withheld for all other sources of income and any deductions or credits.

Example 1. You expect your total income to be \$62,000 without the payment. Step 1: Because your total income without the payment, \$62,000, is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. Step 2: Because your total income with the payment, \$82,000, is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. Because these two rates are the same, enter “22” on line 2.

Example 2. You expect your total income to be \$43,700 without the payment. Step 1: Because your total income without the payment, \$43,700, is greater than \$26,200 but less than \$61,750, the corresponding rate is 12%. Step 2: Because your total income with the payment, \$63,700 is greater than \$61,750 but less than \$115,125, the corresponding rate is 22%. The two rates differ. \$18,050 of the \$20,000 payment is in the lower bracket (\$61,750 less your total income of \$43,700 without the payment), and \$1,950 is in the higher bracket (\$20,000 less the \$18,050 that is in the lower bracket). Multiply \$18,050 by 12% to get \$2,166. Multiply \$1,950 by 22% to get \$429. The sum of these two amounts is \$2,595. This is the estimated tax on your payment. This amount corresponds to 13% of the \$20,000 payment (\$2,595 divided by \$20,000). Enter “13” on line 2.

FAIRHOLME FUNDS, INC. INHERITED IRA DISTRIBUTION REQUEST FORM ADDITIONAL INFORMATION

Neither Fairholme Funds, Inc. nor BNY Mellon IS Trust as custodian guarantees or affirms the appropriateness of the elections made on this form. Your options will depend on your personal circumstance. We do not represent that you will meet your RMD requirements; you should consult a qualified tax professional prior to completing this form.

- It is your responsibility to ensure your withdrawals comply with IRS rules and deadlines.
- This form may not present all available options for calculating your RMD under allowable IRS methods. The options for distribution may be based on several factors, including, but not limited to, the owner’s date of death (before or after 1/1/2020), the age of the decedent on the date of death (before or on/after RBD), the age of the beneficiary, and possibly if the beneficiary is related to the deceased. You should consult a qualified tax professional prior to completing this form.
- Inherited IRA assets must be moved into a separate IRA account for the beneficiary by 9/30 of the year after the year in which the owner’s death occurred for their required minimum distribution (“RMD”) to be calculated using their date of birth (where that option is applicable).
 - Where the original IRA owner’s death occurred on or after 1/1/2020, certain designated beneficiaries, some trusts, a charity, an estate, and other entity beneficiaries will be required to distribute the entire IRA balance no later than the end of a specific period of time, either 10 years (for a designated beneficiary that is an individual who is not an Eligible Designated Beneficiary) or 5 years (for an estate, charity, or other entity, including a trust that is not a qualified “look-through” trust).
- RMDs for inherited accounts are generally required under IRS regulations to begin by 12/31 of the year after the year of death of the original account owner. Exceptions to this beginning date apply to spouses of the original owner, who may delay beginning to take RMDs until the year in which the original owner would have reached their first RMD year.
- If the original non-Roth IRA owner passed away on or after his or her required beginning date for taking RMDs, OR you are a Successor beneficiary on either an IRA or a Roth IRA, you may be responsible for taking any remaining RMD for the year-of-death to comply with RMD requirements. This requirement is separate from your requirement to take distributions as a beneficiary if you establish an Inherited IRA.
- RMD calculations are done by BNYM IS Trust as custodian based on the balance in the specified Fairholme Funds, Inc. Inherited IRA or Inherited Roth IRA only.
 - If you have other Inherited IRAs or Inherited Roth IRAs with Fairholme Funds, Inc., submit a separate form to request RMD calculations for each account.
 - If you have other Inherited IRAs or Inherited Roth IRAs with other institutions, the RMD amount BNYM IS Trust calculates will not include the balance in those separate accounts, you should contact the other institution or consult with a qualified tax professional to determine the required distribution amount.
- Excess distributions cannot be returned to the Inherited IRA account. Please be sure to complete this form carefully to prevent an excess distribution.
- Required Beginning Date (RBD): April 1st of the year after the owner reaches RMD Age. The SECURE Act signed into law on December 20, 2019 increased the age at which IRA owners become subject to Required Minimum Distributions (RMD) from age 70 ½ to age 72 for owner’s born on or after July 1, 1949.

Owner’s Date of Birth	RMD age	Required Beginning Date
On or prior to June 30, 1949	70 ½	April 1 st following the year the owner reached age 70 ½
On or after July 1, 1949	72	April 1 st of year the owner reaches age 73

FAIRHOLME FUNDS, INC. INHERITED IRA TRANSFER OF ASSETS FORM / DIRECT ROLLOVER FORM

Use this form to request an inherited IRA trustee-to-trustee transfer of assets or a direct rollover from an existing retirement plan account you hold as the beneficiary of a deceased participant to your Inherited IRA at Fairholme Funds, Inc. Based on your instructions, BNY Mellon Investment Servicing Trust Company will initiate the transfer or rollover for you. Incomplete information will result in delays in processing your request. If you need assistance completing this form, please contact Shareholder Services at (866) 202-2263.

A trustee-to-trustee transfer is a non-reportable transaction which occurs between like accounts – Inherited Traditional IRA to Inherited Traditional IRA, or Inherited Roth IRA to Inherited Roth IRA. Only assets inherited by the same beneficiary from the same deceased owner may be put in the account. Note Inherited SEP IRAs (and Inherited SIMPLE IRAs, after the required two-year holding period) can be transferred into a traditional Inherited IRA. Any assets in an Inherited IRA can only be moved via a trustee-to-trustee transfer.

Do not use this form if you are a spouse beneficiary who wishes to move their inherited assets into an IRA in your own name.

DIRECT ROLLOVER NOTICE

If this is a direct rollover of assets from a qualified plan, 403(b), or 457 plan, of which you are the beneficiary of a deceased participant, you affirm by signing page 2 of this form, that the assets are eligible for a direct rollover to an inherited IRA and that this is an irrevocable election. The assets will no longer be eligible for special tax treatment which may be accorded to distributions from a qualified plan, 403(b), or 457 plan.

You should contact the current plan administrator or custodian prior to completing this form to ensure that you have received and completed any in-house forms that they may require. Direct rollovers from a qualified plan to an IRA can only be in the form of cash (Transfer-In-Kind is not an option).

INHERITED IRA OWNER INFORMATION

Name: _____ Daytime Telephone: (_____) _____

Address: _____

City: _____ State: _____ Zip Code: _____

Social Security Number: _____

ORIGINAL IRA OWNER'S INFORMATION

Original IRA owner's full name: _____

Original IRA owner's Date of Birth: _____ Original IRA owner's Date of Death: _____

If you are a successor / subsequent beneficiary, (i.e., a beneficiary of an Inherited IRA established by a now deceased beneficiary of the deceased original owner) please also provide the Deceased Beneficiary's details.

Original IRA Beneficiary's full name: _____

Original IRA Beneficiary's Date of Birth: _____ Original IRA Beneficiary's Date of Death: _____

INVESTMENT INSTRUCTIONS

Complete items A, B, C and D.

A. I am opening a new Inherited IRA and have attached the required inherited Fairholme Funds, Inc. IRA application.

Deposit the proceeds into my existing Inherited IRA. Account Number: _____

B. Type of account transferring into: Traditional Inherited IRA (including SEP, or SIMPLE¹ Inherited IRA) Roth Inherited IRA

¹If the required two-year holding period has been met

C. Invest as follows:

Fund Name: _____ Dollar Amount \$ _____ or Percentage _____ %

Fund Name: _____ Dollar Amount \$ _____ or Percentage _____ %

Fund Name: _____ Dollar Amount \$ _____ or Percentage _____ %

Must equal 100%

D. Type of Request:

IRA Transfer of Assets (TOA)

Direct Rollover* of Inherited Qualified Plan assets to an Inherited IRA Direct Rollover* of inherited 403(b) or 457 assets to an Inherited IRA

* Please contact your current plan administrator for distribution/rollover requirements, your plan may require in-house forms or other action.

For all types of accounts, please attach a copy of your most recent account statement from your current custodian if possible.

CURRENT CUSTODIAN AND ACCOUNT INFORMATION

Name of current custodian: _____

Address: _____

City: _____

State: _____

Zip code: _____

Contact name: _____

Telephone number: () _____

Note: You may wish to contact the current custodian to confirm if a Medallion Signature Guarantee is required to process your transfer request. Please see the Participant Authorization section for an explanation of the Medallion Signature Guarantee.

CURRENT CUSTODIAN AND ACCOUNT INFORMATION

Type of account you are transferring from (check one):

- Inherited Traditional IRA Inherited Roth IRA SEP Inherited IRA SIMPLE Inherited IRA
- Qualified Plan Qualified Plan Designated Roth 403(b) or 457 403(b) or 457 Designated Roth

Account number: _____

Check one: Liquidate or Transfer In-Kind (only applies to Fairholme Funds, Inc. assets held in an IRA)

Check one: Full account value or Partial amount - **specific amount from the investments listed below (attach additional pages if needed)**

Fund Name/TICKER/CUSIP : _____ Partial Dollar Amount \$ _____ or # of Shares _____

Fund Name/TICKER/CUSIP : _____ Partial Dollar Amount \$ _____ or # of Shares _____

Fund Name/TICKER/CUSIP : _____ Partial Dollar Amount \$ _____ or # of Shares _____

Fund Name/TICKER/CUSIP : _____ Partial Dollar Amount \$ _____ or # of Shares _____

For Certificates of Deposit: Immediately* At Maturity Date _____

***Note:** If you wish to have certificates of deposit transferred immediately and they have not matured, you may incur a redemption penalty. We cannot accept requests to transfer assets from certificates of deposit more than 60 days before their maturity.

If the inherited IRA has established required minimum distribution ("RMD") payments, please provide the prior year account value.

Prior year end account value \$ _____

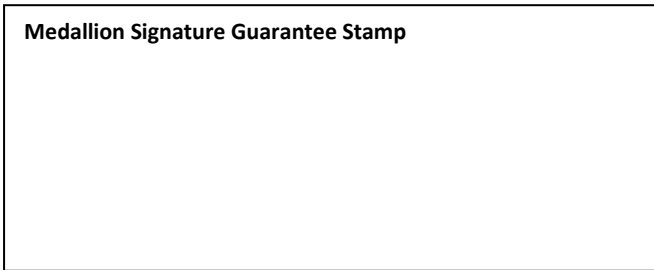
PARTICIPANT AUTHORIZATION

I authorize the transfer of assets or direct rollover as noted above to my Fairholme Funds, Inc. IRA and authorize my current custodian, Fairholme Funds, Inc. and BNY Mellon Investment Servicing Trust Company to process this request on my behalf. I understand it is my responsibility to insure the prompt transfer of assets or direct rollover by the current custodian. I have read and understand all information on this form and hereby provide the applicable authorization.

Participant's Signature: _____

Date: _____

Medallion Signature Guarantee ("MSG") Stamp and Signature (If required by your current custodian or transfer agent): 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.



Mailing Options:

First Class Mail:

Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight Mail:

Fairholme Funds, Inc.
Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Shareholder Services:

(866) 202-2263

AFFIDAVIT OF DOMICILE

The following is an affidavit of decedent's legal residence at time of death to be filed by the beneficiary, surviving spouse, executor, administrator, personal representative, or legal representative for the estate. You may also be required to provide an Inheritance Tax Waiver. Check with the decedent's state of legal residency at the time of death for requirements.

FAIRHOLME FUNDS, INC. INCORPORATED IN THE STATE OF) MARYLAND
DECEDENT'S NAME) _____ ACCOUNT NUMBER) _____
DECEDENT'S SOCIAL SECURITY NUMBER) _____
STATE OF) _____
COUNTY OF) _____

I, _____ being duly sworn, depose and state as follows:
Affiant (Your Name)

I reside at _____,
(Street address)

City of _____, County of _____

State of _____, and am the

(Please check one): beneficiary surviving spouse executor administrator personal representative legal representative

of (deceased) _____ who died on day of _____, _____, 20____.
(Name of decedent) (day) (month) (year)

At the time of death, the decedent's legal residence (domicile) was in the

City of _____, County of _____

and State of _____; and had been the same for the last _____ preceding years.

If the decedent resided in another state within three years prior to their death, provide the previous residence and domicile below.

City of _____, County of _____

and State of _____.

This Affidavit is for the purpose of securing the transfer or delivery of the above-referenced account owned by the decedent at the time of his or her death to the person(s) legally entitled thereto under the laws of state(s) of the decedent's domicile(s).

Signature Date

(Affix Notary Seal)

Notary Public

Subscribed and sworn to before me this day
_____, _____ of, 20____.
(day) (month) (year)

Signature of Notary Public

My commission expires
_____, _____ of, 20____.
(day) (month) (year)

BNY Mellon Investment Servicing Trust Company - Disclaimer and Affidavit for Designated Beneficiary

DECEASED ACCOUNT OWNER INFORMATION

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____ DATE OF DEATH: _____

ACCOUNT INFORMATION

ACCOUNT NUMBER: _____ TRADITIONAL/ROLLOVER IRA ROTH IRA SEP IRA SIMPLE IRA

YOUR INFORMATION

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SOCIAL SECURITY NUMBER: _____

CELL PHONE NUMBER: _____ ALTERNATE PHONE NUMBER: _____

DEATH CERTIFICATE (REQUIRED): ENCLOSED ALREADY PROVIDED (CORRESPONDENCE REF#, IF APPLICABLE _____)

I believe I am a/the designated beneficiary of the above referenced account. As such, I hereby irrevocably and unequivocally disclaim, renounce, and refuse to accept and waive all rights to the following amounts in the account. (Select one)

All assets due to me or

A portion of the assets due to me. I disclaim _____ shares (or) _____ % of shares due to me (cannot be stated as a dollar value).

I understand that, as a consequence of the foregoing disclaimer statement, the proceeds of this account will be distributed in accordance with the Custodial Account Agreement and any alternate beneficiary designation of record made by the accountholder, or otherwise in accordance with applicable law, as if I had predeceased the accountholder.

I hereby certify that this disclaimer is unconditionally valid and effective under all laws based on jurisdiction of domicile applicable to the accountholder and all such laws, if any, applicable to me. I further specifically certify that this disclaimer satisfies, and I have satisfied, all other requirements of federal, state and local law, regulation, court order, and legal process applicable to this disclaimer or to disclaimers of interests in property generally including without limitation, to the extent applicable, Section 2518 of the Internal Revenue Code, qualification, competency, timeliness, content, and notice requirements.

Intending to be legally bound and in consideration of the foregoing request, I hereby agree, for myself, my successors, legal representatives, heirs, and assigns, to at all times indemnify and save harmless the above-named Mutual Fund(s), BNY Mellon Investment Servicing Trust Company, BNY Mellon Investment Servicing (US) Inc., and their successors, legal representatives, and assigns, and the affiliates, officers, directors, employees, and agents of any of them (collectively, the "Indemnified Parties"), from and against any and all claims, liabilities, damages, actions, charges, and expenses, including but not limited to attorney's fees and disbursements, sustained or incurred by any of the Indemnified Parties which result from or arise in connection with the reliance by an Indemnified Party on this document or an Indemnified Party acting in accordance with the contents of this document, including without limitation the distribution of the proceeds of the Account to a person or persons other than the undersigned. I hereby further certify and agree that I understand that none of the Indemnified Parties have offered me legal or tax advice with respect to this document and that this document may not be relied upon by me or the beneficiaries of the Account as tax or legal advice with respect to (1) ownership of the account or its proceeds and (2) any federal or state income, estate, gift, inheritance or excise tax or penalties thereon in any form whatsoever.

By: _____
(Signature of Designated Beneficiary or Authorized Representative)

Medallion Signature Guarantee Stamp

Medallion Signature Guarantee Stamp and 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). A notarization from a notary public is NOT an acceptable substitute for a signature guarantee.

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Fairholme Funds, Inc.
P.O. Box 534443
Pittsburgh, PA 15253-4443

Overnight Mail:

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Attention: 534443
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Shareholder Services:

(866) 202-2263

FACTS**WHAT DOES BNY MELLON INVESTMENT SERVICING TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances
- Transaction history
- Account transactions
- Retirement assets

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BNY Mellon Investment Servicing Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BNY Mellon Investment Servicing Trust Company share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?

Call 855-649-0623

Who we are

Who is providing this notice?

BNY Mellon Investment Servicing Trust Company, custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, Qualified Plans and 403(b)(7) Plans, and for mutual fund Wrap Product and Global Cash Portal accounts

What we do

How does BNY Mellon Investment Servicing Trust Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does BNY Mellon Investment Servicing Trust Company collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit funds
- Make deposits or withdrawals from your account
- Provide account information
- Give us your contact information
- Show your government-issued ID

We also collect your personal information from affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- BNY Mellon Investment Servicing Trust Company does not share information with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- BNY Mellon Investment Servicing Trust Company doesn't jointly market.

Other important information

This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy, and may be amended at any time. We will keep you informed of changes or amendments as required by law.