



## TRANSFER ON DEATH REGISTRATION REQUEST AND AGREEMENT

Phoenix Transfer, Inc. on behalf of Phoenix American Financial Services™ reserves the right to allow the following rules to apply to a TOD registration:

- A TOD may only be held on Individual or Joint Tenants with Right of Survivorship (JTWROS) registrations (not on an estate, trust, IRA, etc).
- The TOD beneficiary must be an individual or entity and cannot be the JTWROS person.
- The TOD beneficiary must be named on this form; “spouse” or “children” is not an acceptable designation.
- If you wish to have more than one beneficiary, the total investment amount will be divided into separate investments for each beneficiary designated. You must indicate the number of whole shares for each beneficiary; fractional shares or percentages are not acceptable. (Add more lines if necessary.)

**TO BE COMPLETED BY SHAREHOLDER (S):**

By signing below, I/we request that my/our investment be registered in “transfer on death” form, and designate the following beneficiary as the one to whom the investment shall pass after I am/we are deceased:

Shareholder Name(s)	Tax Payer ID No.
Print name of beneficiary	Number of Shares
Print name of beneficiary	Number of Shares
Print name of beneficiary	Number of Shares

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

1. You are not required to re-register the investment in name of the beneficiary unless you have received such documents as you may require to establish that I/we are both deceased.
2. You are not responsible for determining the tax consequences of the decision to register this investment as requested above.
3. I/we agree to hold harmless, indemnify, and defend you for any claim, loss or liability resulting from (a) any breach of any warranty or representation in this Agreement, and (b) any action you take in connection with the registration, any re-registration in the name of the beneficiary, and from any distribution thereafter to the beneficiary, made as requested or authorized under this Agreement.
4. If this Agreement is established under joint tenants with the right of survivorship account status, upon the death of one of the joint owners, ownership shall pass to the surviving joint owner, and you may follow the instructions of the survivor with regard to the investment, including, without limitation, instructions to (a) terminate transfer on death registration, or (b) change owner or beneficiary.
5. If I have established this account individually and am married (or jointly, and am not married to my joint applicant), my spouse’s waiver has been executed below.
6. You have not provided any legal advice to me, and I agree to obtain the advice of an attorney with regard to the enforceability of this form of registration in my state, and its affect on my estate and tax planning.

**SIGNATURE(S):**

ALL SIGNATURES MUST BE MEDALLION SIGNATURE GUARANTEED

Shareholder’s Signature	Date	Joint Shareholder’s Signature	Date
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Spousal Waiver:

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

Signature of Shareholder’s Spouse	Date	Signature of Joint Shareholder’s Spouse	Date
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W. P. Carey & Co. LLC  
c/o Phoenix Transfer, Inc.  
2401 Kerner Boulevard  
San Rafael, CA 94901  
(888) 241-3737



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