

# TRANSFER ON DEATH

This form may be used by any current investor in **Sierra Income Corporation** to designate the person(s) to whom the investment should transfer upon the death of the investor.

## 1. Important Information Regarding TOD Registration

- A TOD direction transfers ownership of your shares of Sierra Income Corporation to your designated beneficiaries upon your death; provided that Sierra Income Corporation receives proof of death any other documentation it deems necessary.
- Until your death, the TOD beneficiaries designated herein will have no present interest in, or authority over, your shares of Sierra Income Corporation.
- A TOD may only be held on Individual or Joint Tenants with Rights of Survivorship (JTWROS) registrations. The TOD will not be valid until the death of the last joint tenant.
- The TOD beneficiary must be a named individual or entity and cannot be one of the persons in the JTWROS registrations.
- No secondary designation allowed. If your named beneficiary predeceases you, your shares will be transferred to your estate, unless you complete a new Transfer on Death Registration and Agreement.
- **A minor may not be named as a beneficiary.**
- This agreement is between you and Sierra Income Corporation. **You should discuss this TOD direction with your attorney to ensure that it is consistent with your estate and tax planning and is enforceable under the laws of your state.**
- Your TOD direction is revocable prior to your death by (a) the sale of your shares, (b) assigning your shares to another person or entity, (c) filing a revocation of your TOD registration or (d) filing a change in your TOD registration with a new beneficiary (or beneficiaries). **Subject to any applicable state law, your TOD direction may not be revoked by a provision in your will or any other instrument.**
- Upon your death, your shares and any previously declared and unpaid distributions with respect to your shares will be transferred to your designated beneficiary who survives your death after the receipt of properly signed and executed transfer paperwork.
- If you reinvest your shares pursuant to the Sierra Income Corporation Distribution Reinvestment Plan, the TOD direction with respect to your shares will also apply to shares you subsequently acquire pursuant to the Distribution Reinvestment Plan.
- As a result of your TOD direction, your shares will be transferred to your designated beneficiaries upon your death. Your designated beneficiaries may request the redemption of your shares pursuant to the Sierra Income Corporation share repurchase program. Such redemption request will be treated as a redemption upon the death of a stockholder as described in the Sierra Income Corporation share repurchase program.
- Sierra Income Corporation may, but shall not be required to, include your TOD direction on your taxpayer information forms and other correspondence as part of the registration in which your shares are held.
- **Sierra Income Corporation will only honor a TOD direction that it has recorded in its registration records.** TOD directions, changes and revocations will only be accepted when in proper form. Proper form requires: (a) endorsement by the investor(s); (b) instruction indicating either a new form of registration, removal of the current TOD beneficiary and/or designation of a new TOD beneficiary; and (c) actual receipt by Sierra Income Corporation prior to your death.

## 2. To be Completed by Investor(s)

By signing below, I/we request that my/our shares of Sierra Income Corporation be registered in TOD form and designate the following as the party(ies) to whom the shares shall pass after I am/we are deceased. (Note: If more than four TOD Beneficiaries are to be named, please use an additional page(s), include the information indicated below and sign each additional page.) **If no percentage of shares is specified then, if one TOD Beneficiary is named, all shares will be deemed to be covered by this instruction for the benefit of such TOD Beneficiary and, if more than one TOD Beneficiary is named, all shares will be deemed to be covered by this instruction in equal parts among the named TOD Beneficiaries.**

	Name	% of Shares	Date of Birth	SSN	Relationship
Beneficiary #1					
Beneficiary #2					
Beneficiary #3					
Beneficiary #4					

**>** If you are a married resident of a community property state (AZ, AK, CA, ID, LA, NV, NM, PR, TX, WA, WI) and are not naming your spouse as 100% primary beneficiary, spousal waiver is required and Section 3 must be completed.

### 3. Spousal Waiver

Complete this section ONLY if you are a married resident of a community property state and are not naming your spouse as 100% primary beneficiary. Legally married account holders of Joint Tenants with Rights of Survivorship (JTWROS) accounts, residing in community property states, do not need to complete this section.

I am the spouse of the above-mentioned account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I hereby give the account holder any interest I have in the funds or properties deposited in this account and consent to the beneficiary designation indicated above. I assume full responsibility for any adverse consequences that may result. By signing below, I consent to the terms and conditions of this Agreement.

Printed Name of Primary Account Holder's Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Primary Account Holder's Spouse: \_\_\_\_\_

Printed Name of Co-Account Holder's Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Co-Account Holder's Spouse: \_\_\_\_\_

### 4. Signatures

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

1. This instruction supersedes all prior instructions regarding the subject matter hereof.
2. Neither Sierra Income Corporation nor any of its respective directors, officers, employees or agents is responsible for determining the tax consequences of the decision to register this investment herein.
3. Sierra Income Corporation is not required to re-register the investment in the name of the beneficiary unless Sierra Income Corporation has received such documents as Sierra Income Corporation may require establishing that I am/we are both deceased.
4. I/We agree to hold harmless, indemnify and defend Sierra Income Corporation and all of its agents, affiliates, successors and assigns, and their respective directors, officers, and employees, from and against any and all claims, losses or liabilities arising directly or indirectly out of or resulting from (a) any breach of warranty, representation or agreement in this agreement, or (b) any action Sierra Income Corporation takes in connection with the registration or re-registration in the name of the beneficiary, or any distribution thereafter to the beneficiary or for the benefit of the beneficiary, made as requested or authorized under this agreement.
5. If this agreement is established under joint tenants with rights of survivorship, upon the death of one of the joint owners, ownership shall pass to the surviving joint owner, and Sierra Income Corporation may follow the instructions of the survivor with regard to the investment, including, without limitation, instructions to (a) revoke the transfer on death registration or (b) change an existing transfer on death registration.
6. Sierra Income Corporation has not provided any legal, tax or other advice to me. I understand that this TOD form may not be enforceable in every jurisdiction. I agree to obtain the advice of an attorney with regard to the enforceability of this form of registration in my state and its effect on my tax and estate planning.

Signature of Investor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Joint Investor or,  
for Qualified Plan, of Trustee/Custodian: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

#### Once complete, send to:

##### Regular Mail

Investment Processing Department  
c/o DST Systems, Inc.  
P.O. Box 219731  
Kansas City, MO 64121-9731  
**Investors:** 888.292.3178  
**Financial Advisors:** 877.907.1148

##### Overnight Mail

Investment Processing Department  
c/o DST Systems, Inc.  
430 W. 7th Street  
Kansas City, MO 64105  
**Investors:** 888.292.3178  
**Financial Advisors:** 877.907.1148