

# OPTIONAL TRANSFER ON DEATH DESIGNATION FORM (TOD)



## HARTMAN INVESTOR SERVICES FORM # 11-09

Services the following funds: HARTMAN INCOME REIT, INC \*  
HARTMAN SHORT TERM INCOME PROPERTIES XIX, INC \* HARTMAN DEVELOPMENT FUND LLC \*  
HARTMAN SHORT TERM INCOME PROPERTIES XX, INC \* HARTMAN TENANT IN COMMON

**INSTRUCTIONS:** Please use this form to designate standing beneficiary instructions for an account in any of the programs noted above. The instructions supplied herein will be executed on demonstration that the signatory account owner(s) are deceased. Should you have any questions, please call (713) 586-2645. Please note that this form contains a number of restrictions as described in the next section, please review them before continuing. Should additional beneficiary blanks be required please duplicate this form and note as such on the front page. This form must be signed by the registered account owner(s) to be effective. Please return all completed forms via mail or fax to:

**PHOENIX AMERICAN FINANCIAL SERVICES  
2401 KERNER BLVD  
SAN RAFAEL, CA 94901  
ATTN: ACCOUNT MAINTENANCE**

Phoenix American Financial Services and Hartman Investor 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.
- Add more lines via attaching additional form copies if necessary to list each beneficiary. Primary and secondary designations are not necessary. All TOD designations will be considered primary.

**TO BE COMPLETED BY STOCKHOLDER(S):** (please print or type all blanks except signatures)  
By signing below, I/we request that my/our investment be registered in "transfer on death" form, and designate the following beneficiary(ies) as the one(s) to whom the investment shall pass after I am/we are deceased:

Investor(s): \_\_\_\_\_ Account#: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Date: \_\_\_\_\_

**BENEFICIARY # 1** **SHARE %** \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

(continued on next page)

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**BENEFICIARY # 2** **SHARE %** \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**BENEFICIARY # 3** **SHARE %** \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**\* For multiple beneficiaries, total percentage of shares must equal exactly 100%.**

By signing below, I/we also make the following warranties, representation and agreements: (the term "you" refers to Phoenix American Financial Services and Hartman Investor Services)

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 in 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.

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SETUP FEE – PLEASE INCLUDE A \$37.50 CHECK MADE PAYABLE TO PHOENIX AMERICAN FINANCIAL SERVICES. FAILURE TO INCLUDE THE SETUP FEE WILL CAUSE DELAY OR REJECTION OF THIS REQUEST.

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**SIGNATURE (S):**

SIGNATURES MUST BE MEDALLION SIGNATURE GUARANTEED FOR ALL TOD REGISTRATION MODIFICATIONS INCLUDING SHARE TRANSFERS

_____ Stockholder's Signature	_____ Date	_____ Joint Stockholder's Signature	_____ Date
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(Medallion Signature Guarantee)

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

_____ Signature of Stockholder's Spouse	_____ Date	_____ Signature of Joint Stockholder's Spouse	_____ Date
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(Medallion Signature Guarantee)

Form is not valid without Medallion Signature Guarantees.

Those signing above hereby attest that they are the registered owner(s) of the account presented for modification and that the information presented herein is accurate. This request will supersede all previous requests and the information contained herein will remain in effect until it is superseded by a later written request. This information will be used solely by Hartman Investor Services and Phoenix American Financial Services as transfer agent for the various Hartman programs as noted above.  
All Securities cleared through Allied Beacon Partners, Inc 7501 Boulders View Drive, Suite 601 Richmond, VA 23225