Coverdell Education Savings Account Packet



This packet contains:

- FMI Funds Coverdell Education Savings Account Application
- U.S. Bank, N.A. IRA Custodian Application

Both applications must be completed, signed and returned to U.S. Bank Global Fund Services to establish your Coverdell Education Savings Account.

Regular Mail:
FMI Funds
c/o U.S. Bank Global Fund Services
PO Box 219252
Kansas City, MO 64121-9252

Overnight Delivery:
FMI Funds
c/o U.S. Bank Global Fund Services
801 Pennsylvania Ave Suite 219252
Kansas City, MO 64105-1307

For additional information please call toll-free 1-800-811-5311 or visit us on the web at www.fmifunds.com.

FMI Funds, Inc.
www.fmifunds.com

Coverdell Education Savings Account Application

In compliance with the USA PATRIOT Act, all financial institutions (including mutual funds) are required to obtain, verify and record the following information for all registered owners or others who may be authorized to act on an account: **full name, date of birth, Social Security number and permanent street address**. This information will be used to verify your true identity. We will return your application if any of this information is missing, and we may request additional information from you for verification purposes. In the rare event that we are unable to verify your identity, the Fund reserves the right to redeem your account at the current day's net asset value.

1 Designated Beneficiary | Account Holder

FULL LEGAL FIRST NAME* | M.I. | LAST NAME

PERMANENT STREET ADDRESS (PO BOX NOT ACCEPTABLE) | CITY / STATE / ZIP

SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY)

❑ Check if minor should receive statements.

2 Responsible Party

FULL LEGAL FIRST NAME* | M.I. | LAST NAME

PERMANENT STREET ADDRESS (PO BOX NOT ACCEPTABLE) | CITY / STATE / ZIP

SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY) | RELATIONSHIP TO DESIGNATED BENEFICIARY

DAYTIME PHONE NUMBER | EMAIL ADDRESS

***If a full legal first name is not provided, a copy of a government issued document is required to accompany this application.**

3 Account Type

Refer to disclosure statement for eligibility requirements and contribution limits.

Select one of the following account types:

❑ Coverdell Education Savings Account (CESA)

For Tax Year _____

Rollover Account – specify the type of rollover:

❑ Account Holder's CESA to Account Holder's CESA

❑ Qualifying Family Member's CESA to Account Holder's CESA

❑ Transfer Account – a direct transfer from current CESA custodian.

The following 2 options will be added to your account. If you do not want these options, check the boxes below.

I. The responsible party wishes to continue to control the account after the Account Holder attains age of majority in his/her state in accordance with the terms described in the optional portion of Article V of the Coverdell Education Savings Account agreement.

❑ The responsible party does not wish to control the account after age of majority.

II. The responsible party may change the beneficiary designated under this agreement to another member of the designated beneficiary's family described in Article VI of the Coverdell Education Savings Account agreement.

❑ The responsible party may not change the beneficiary.

4 Investment Choice

❑ **By check:** Make check payable to the FMI Funds.

Note: All checks must be in U.S. Dollars drawn on a domestic bank. The Fund will not accept payment in cash or money orders. The Fund does not accept post dated checks or any conditional order or payment. To prevent check fraud, the Fund will not accept third party checks, Treasury checks, credit card checks, traveler's checks or starter checks for the purchase of shares.

❑ **By wire:** Call 1-800-811-5311.

Note: A completed application is required in advance of a wire.

	Investment Amount
FMI International Fund	
❑ Investor Class 0131 ($2,500 minimum)	$
❑ Institutional Class 6423 ($100,000 minimum)	$
FMI Large Cap Fund	
❑ Investor Class 0133 ($1,000 minimum)	$
❑ Institutional Class 6421 ($100,000 minimum)	$
FMI Common Stock Fund	
❑ Investor Class 0134 ($1,000 minimum)	$
❑ Institutional Class 6422 ($100,000 minimum)	$
FMI International Fund II - Currency Unhedged Fund	
❑ Institutional Class 6432 ($100,000 minimum)	$

5 Exchange Privilege

If investment is by exchange, such exchange should be:

Investor Class		**Exchange made from**			**Exchange made to**
		Account Number	Amount of Exchange **or**	Number of shares	Account Number
❑ FMI International Fund	131		$		
❑ FMI Large Cap Fund	133		$		
❑ FMI Common Stock Fund	134		$		

- $1,000 minimum to open a new account, $2,500 minimum if opening a FMI International Fund account.
- I understand that exchanges between the Funds are taxable transactions.

Institutional Class		**Exchange made from**			**Exchange made to**
		Account Number	Amount of Exchange **or**	Number of shares	Account Number
❑ FMI International Fund	6423		$		
❑ FMI Large Cap Fund	6421		$		
❑ FMI Common Stock Fund	6422		$		
❑ FMI International Fund II - Currency Unhedged Fund	6432		$		

- Institutional Class Minimum $100,000
- I understand that exchanges between the Funds are taxable transactions.

6 Telephone Options

You automatically have the ability to make telephone purchases*, redemptions* or exchanges per the prospectus, unless you specifically decline below. See the prospectus for minimum and maximum amounts.

* You must provide bank instructions and a voided check or savings deposit slip in the Bank Information section.

Please check the box below if you wish to **decline** these options. If the options are not declined, you are acknowledging acceptance of these options.

❑ **I decline telephone transaction privileges.**

Should you wish to add the options at a later date, a signature guarantee may be required. Please refer to the prospectus or call our shareholder services department for more information.

7 Automatic Investment Plan (AIP)

Your signed application must be received up to 7 business days prior to initial transaction.

If you choose this option, funds will be automatically transferred from your bank account. Please attach a voided check or savings deposit slip to the Bank Information section of this application. We are unable to debit mutual fund or pass-through ("for further credit") accounts.

Draw money for my AIP (check one): ❑ Monthly ❑ Quarterly

If no option is selected, the frequency will default to monthly.

$50 minimum

Investor Class

		AMOUNT PER DRAW	AIP START MONTH	AIP START DAY
❑ FMI International Fund	131			
❑ FMI Large Cap Fund	133			
❑ FMI Common Stock Fund	134			

Institutional Class

		AMOUNT PER DRAW	AIP START MONTH	AIP START DAY
❑ FMI International Fund	6423			
❑ FMI Large Cap Fund	6421			
❑ FMI Common Stock Fund	6422			
❑ FMI International Fund II - Currency Unhedged Fund	6432			

Please keep in mind that:

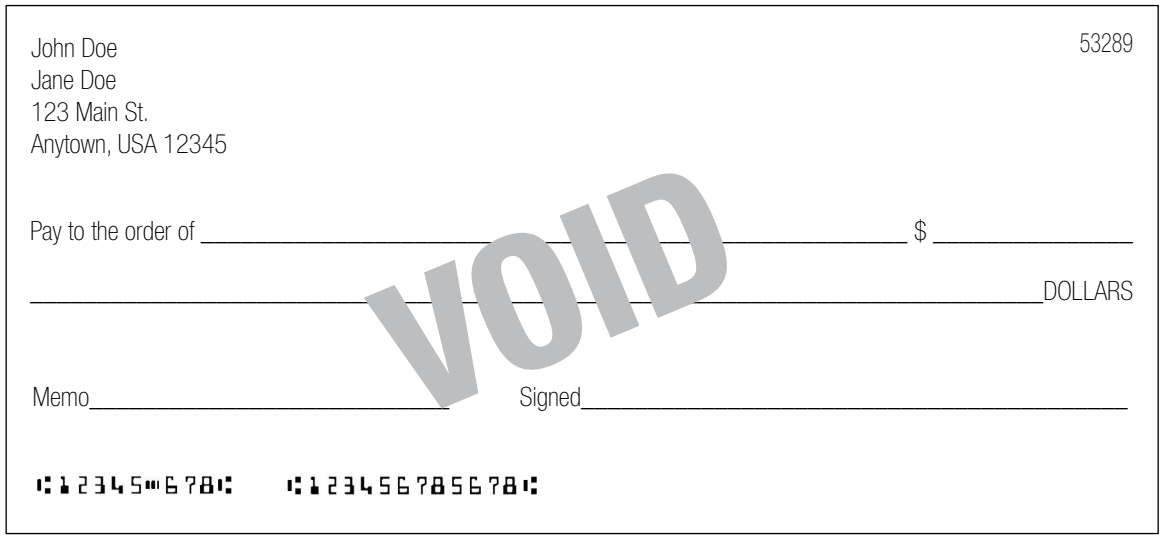
- There is a fee if the automatic purchase cannot be made (assessed by redeeming shares from your account).
- Participation in the plan will be terminated upon redemption of all shares.

8 Bank Information

If you selected any options which require banking information, please attach a voided check or preprinted savings deposit slip. We are unable to debit or credit mutual fund or pass-through ("for further credit") accounts.

Please contact your financial institution to determine if it participates in the Automated Clearing House System (ACH).

Note: There is a $15 fee for next day wire and no fee for ACH (transfer takes 2-3 days).



9 Beneficiary Information (Due to Death of Account Holder)

If you need more space, please enclose a separate sheet of paper.

Primary

NAME	RELATIONSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	%

Secondary

NAME	RELATIONSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	%

10 Signature and Certification Required by the Internal Revenue Service

✔ I have read and understand the Disclosure Statement and Custodial Account Agreement document. I adopt the Disclosure Statement and Custodial Account Agreement document, as it may be revised from time to time, and appoint the Custodian or its agent to perform those functions and appropriate administrative services specified.

✔ I have received and understand the prospectus for the FMI Funds (the "Fund"). I understand the Fund's objectives and policies and agree to be bound by the terms of the prospectus. Before I request an exchange, I will obtain the current prospectus for each Fund. I acknowledge and consent to the householding (i.e., consolidation of mailings) of regulatory documents such as prospectuses, shareholder reports, proxy statements, and other similar documents. I may contact the Fund to revoke my consent. I agree to notify the Fund of any errors or discrepancies within 45 days after the date of the statement confirming a transaction. The statement will be deemed to be correct, and the Fund and its transfer agent shall not be liable, if I fail to notify the Fund within such time period. I certify that I, as the Responsible Party, am of legal age and have the legal capacity to make this purchase.

✔ I understand that the fees relating to my account may be collected by redeeming sufficient shares.

✔ I understand that my mutual fund account assets may be transferred to my state of residence if no activity occurs within my account during the inactivity period specified in my State's abandoned property laws.

✔ The Fund, its transfer agent, and any of their respective agents or affiliates will not be responsible for banking system delays beyond their control. By completing the banking sections of this application, I authorize my bank to honor all entries to my bank account initiated through U.S. Bank, N.A., on behalf of the applicable Fund. The Fund, its transfer agent, and any of their respective agents or affiliates will not be liable for acting upon instructions believed to be genuine and in accordance with the procedures described in the prospectus or the rules of the Automated Clearing House. When AIP or Telephone Purchase transactions are presented, sufficient funds must be in my account to pay them. I agree that my bank's treatment and rights to respect each entry shall be the same as if it were signed by me personally. I agree that if any such entries are not honored with good or sufficient cause, my bank shall be under no liability whatsoever. I further agree that any such authorization, unless previously terminated by my bank in writing, is to remain in effect until the Fund's transfer agent receives and has had reasonable amount of time to act upon a written notice of revocation. I authorize U.S. Bank Global Fund Services to obtain a third party report for the purposes of authenticating the bank information that I provided.

X _____ _____

DEPOSITOR / LEGALLY RESPONSIBLE INDIVIDUAL'S SIGNATURE | DATE (MM/DD/YYYY)

Please proceed to page 7 to review, complete and sign the U.S. Bank, N.A. IRA Custodian Application.

11 Dealer Information

DEALER NAME

DEALER'S ID | BRANCH ID

REPRESENTATIVE'S LAST NAME | FIRST NAME | M.I.

REPRESENTATIVE'S ID

DEALER HEAD OFFICE INFORMATION:

ADDRESS

CITY / STATE / ZIP

TELEPHONE NUMBER

REPRESENTATIVE BRANCH OFFICE INFORMATION:

ADDRESS | CODE

CITY / STATE / ZIP

TELEPHONE NUMBER

U.S. Bank, N.A. IRA Custodian Application

This application must be completed for all Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Minor IRA or Coverdell Education Savings Account (CESA) where U.S. Bank National Association will serve as custodian.

1 Investor Information

For Traditional IRA, Roth IRA, SEP IRA, and SIMPLE IRA accounts, the information provided in this section must be that of the account owner. For CESA and Minor IRA accounts, the information provided in this section must be that of the responsible party.

FULL LEGAL FIRST NAME* | M.I. | LAST NAME

SOCIAL SECURITY NUMBER | DATE OF BIRTH (MM/DD/YYYY)

***If a full legal first name is not provided, a copy of a government issued document is required to accompany this application.**

Permanent Street Address
Residential Address or Principal Place of Business - Foreign addresses and PO Boxes are not allowed.

STREET | APT / SUITE

CITY | STATE | ZIP CODE

DAYTIME PHONE NUMBER | EVENING PHONE NUMBER

E-MAIL ADDRESS

Mailing Address (if different from Permanent Address)
A PO Box may be used as the mailing address.

STREET | APT / SUITE

CITY | STATE | ZIP CODE

2 Custodian Agreement

This Agreement governs your Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Minor IRA or Coverdell Education Savings Account (CESA) with us. U.S. Bank National Association will serve as the non-discretionary, directed custodian of your account. We do not provide fiduciary investment advice on your account.

To open a new account for a Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Minor IRA or CESA , you must complete and sign this Custodian Application as well as the Fund's application and return the applications to us.

General Powers

We will have all powers necessary to carry out our duties under this Agreement, including (but not limited to) the following:

(1) To authorize additional forms of acceptable written notice to us, including (as we may periodically determine) facsimile, e-mail or other methods.
(2) To hold the assets of the Account without qualification or description in our name or the name of any nominee of us, or in any other form under which title will pass by delivery.
(3) To exchange information about you, your Beneficiary(ies) and Account with affiliated entities, as permitted by applicable law and regulations.

(4) To make, execute and deliver, as Custodian, any and all contracts, waivers, releases or other written documents with respect to the administration of the Account.
(5) To employ recordkeepers and other agents and to delegate such duties to them as we see fit and to employ or consult with experts, advisors and legal counsel (who may be employed also by you or your Beneficiary(ies)) and to rely on the information and advice received. We will be reimbursed by the Account or you (or, if you die, your Beneficiary(ies)), for costs incurred by us when employing such parties.
(6) To file class action litigation proofs of claim in respect to any of the assets of the Account.
(7) To change the fee schedule at any time.

Indemnification

(1) You hereby agree to indemnify and release us, and hold us harmless from and against, and we will incur no liability to any person for, any harm that may be imposed on, incurred by, or asserted against us by reason of our action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the harm resulted directly from our willful misconduct, gross negligence, bad faith, or material breach of this Agreement.
(2) The foregoing provisions will survive the termination of this Agreement.

Limitations on Duties

Our duties are strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations will be read into this Agreement against us. Without limiting the generality of the foregoing, we have no duty to:

(1) Act as trustee of the IRA assets.
(2) Inspect, review or examine any asset that is neither registered in the name of the account (with us designated as custodian), us (with or without custodial designation) or our nominee nor maintained by us at any central securities depository (such as the Depository Trust Company) or Federal Reserve Bank or with a sub-custodian nor held by us in unregistered or bearer form or in such form as will pass title by delivery, or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, or to take physical possession of such asset or document.
(3) Question whether any direction received under this Agreement is prudent, consistent with the terms of this Agreement, or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email, or entered into your account in an on-line portal, is unreliable or has been compromised.
(4) Monitor service providers hired by you.
(5) Maintain or defend any legal proceeding in the absence of indemnification, to our satisfaction, against all expenses and liabilities which we may sustain by reason thereof.
(6) Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

Change of Custodian

Qualification of Successor

The successor custodian or trustee must be either a bank (as defined in Code section 408(n)) or a person who has IRS approval to serve in that capacity (as provided in Code section 408(h)).

Payment to Successor

Once we receive written acceptance of appointment by the successor custodian or trustee, we will transfer and pay over to the successor the assets of the Account, less any amount allowed to be reserved under this Agreement.

Successor Organizations

By designating a Custodian, original or successor, hereunder, there is included in such designation and as a part thereof any other corporation authorized by law to accept the Account into which or with which the designated Custodian, original or successor, is converted, consolidated or merged, and the corporation into which or with which any Custodian hereunder is so converted, consolidated or merged will continue to be the Custodian of the Account.

Amendment or Termination of Agreement

Power to Amend

You cannot amend this Agreement other than by changing an election or designation in the Application. You and your Beneficiary(ies) delegate to the Sponsor or its agent the power to amend this Agreement from time to time in any respect (unless otherwise expressly stated in this Agreement), without obtaining your approval or consent (or that of your Beneficiary(ies)). Either the Sponsor or its agent will furnish you a copy of any such amendment.

Limitation on Amendments

This Agreement may not be amended in any manner that would cause or permit any part of the Account to be diverted to purposes other than for your (or your Beneficiary's(ies')) exclusive benefit.

Termination

You may terminate this Agreement at any time by written notice to us.
Upon such termination, we will distribute the assets of the Account, less any amount reserved for payment of fees and expenses, to you (or your Beneficiary(ies)) or according to the directions of you (or your Beneficiary(ies)) and the provisions of this Agreement. We will comply with the directions we receive in proper form and will not be liable for any tax or any loss of any kind resulting from any action we take pursuant to such directions.

Transfer

At your written direction, we will transfer the assets of the Account, less any amount reserved for payment of fees and expenses, directly to the custodian or trustee (or other funding agent) of another individual retirement plan or of a qualified employer or government plan. We have no duty to ascertain whether such direction is proper under the Code or under the provisions of the plan receiving the transfer. We will comply with your (or your Beneficiary's(ies')) directions and will not be liable for any tax or any loss of any kind resulting from any action we take pursuant to such directions.

Initial Adoption or Revocation

(1) Adoption of Agreement. This Agreement will be effective once the Application has been signed by you and accepted by us, as evidenced by a confirmation or an Account statement.
(2) Revocation of Agreement. You may revoke this Agreement for any reason within seven calendar days after the date your signed applications are postmarked to us or, if earlier, the date we receive your initial payment to establish your IRA. If it is revoked during that period, the Agreement will be void from its inception, and we will return all assets you contributed and all fees you paid us. U.S. Bank National Association will not be responsible for any market losses or fees paid to us.
(3) We may close the Account if it is not funded within ninety (90) days of the Account opening, or if the account is drawn to a $0 balance.

3 Signature and Certification

By signing this application:

✔ You designate U.S. Bank National Association as the Custodian of your account. You have received, read and understand the Custodian Agreement (section 2) attached hereto.

✔ You agree to the terms and conditions of this Custodian Application, which includes the Custodian Agreement (section 2).

✔ You have read and understand the Disclosure Statement and Custodial Account Agreement document. You adopt the Disclosure Statement and Custodial Account Agreement document, as it may be revised from time to time, and appoint the Custodian or its agent to perform those functions and appropriate administrative services specified.

✔ You understand you have full responsibility for directing the investment of your account, and that no transactions will occur on your account unless you (or another person you have authorized) so direct. You acknowledge and agree that we do not provide services as a "fiduciary" under 29 U.S.C. Section 1002(21)(A)(ii), 26 U.S.C. Section 4975(e)(3)(B), 29 C.F.R. 2510.3-21, or 26 C.F.R. Section 54.4975-9 commonly known as "fiduciary investment advice." We will not provide fiduciary investment advice, and you will not construe or rely on any service provided by us to you as fiduciary investment advice. We are not your investment manager under 29 U.S.C. Section 1002(21)(A)(i) or 26 U.S.C. Section 4975(e)(3)(A). We neither have any discretionary authority or discretionary control respecting management of your IRA and any discretionary authority or discretionary responsibility in the administration of your IRA under 29 U.S.C. Section 1002(21)(A)(i) and (iii) or 26 U.S.C. Section 4975(e)(3)(A) and (C).

✔ You understand most investment products are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of or guaranteed by us or our affiliates, and involve investment risks, including possible loss of the principal amount invested.

✔ You agree to disclose to U.S. Bank National Association if you, the beneficial owner(s), or authorized signer(s) is or becomes a "senior political figure, immediate family member, or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

- A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.
- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure.

✔ You agree that the information you completed herein is true, accurate, and complete.

X	
DEPOSITOR / LEGALLY RESPONSIBLE INDIVIDUAL'S SIGNATURE	DATE (MM/DD/YYYY)

Appointment as Custodian accepted:
U.S. BANK NATIONAL ASSOCIATION



Alex Haugen
Senior Vice President-Mutual Fund Operations

! Before you mail, have you:

- ❑ Completed all USA PATRIOT Act required information on the Coverdell Education Savings Account Application and U.S. Bank, N.A. Custodian Application?
  - – Full Name
  - – Social Security Number
  - – Date of Birth
  - – Permanent street address
- ❑ Enclosed your personal check made payable to the FMI Funds?
- ❑ Included a voided check or savings deposit slip, if applicable?
- ❑ Signed the Coverdell Education Savings Account Application and U.S. Bank, N.A. Custodian Application?
- ❑ Enclosed additional documentation, if applicable?