

*Incomplete forms cannot be processed*

### CERTIFICATION OF ENTITLEMENT TO CHOCTAW ELECTRIC COOPERATIVE CAPITAL CREDITS

I, \_\_\_\_\_, hereby make claim to the capital credits assigned by Choctaw  
(PLEASE PRINT FULL NAME)

Electric Cooperative to the account of \_\_\_\_\_  
(NAME OF DECEASED AND/OR NMAE OF BUSINESS OF DECEASED)

\_\_\_\_\_ DECEASED SSN

\_\_\_\_\_ DATE OF BIRTH

\_\_\_\_\_ DATE OF DEATH

I certify that:

- 1) I am the party legally entitled to claim ownership of these capital credits payments because \_\_\_\_\_
  
- 2) I will be responsible for distributing the capital credits claimed in accordance with any predetermined agreements of the business to which they were assigned, or will of the deceased member.
- 3) I will indemnify, defend and hold Choctaw Electric Cooperative harmless against any subsequent claims to or for these capital credit payments.
- 4) I understand that a copy of this certification statement will be released to any party making subsequent claims to these capital credits.
- 5) I will be required to provide a copy of the death certificate or “proof of death” to Choctaw Electric Cooperative, if the member eligible for capital credits is now deceased.
- 6) In cases of nursing home confinement, a letter from the nursing home administrator establishing dates of residence of person making application.

\_\_\_\_\_  
SIGNATURE OF CLAIMANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER OF FEDERAL ID

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
PHONE NUMBER(S)

\_\_\_\_\_  
EMAIL ADDRESS

#### ACKNOWLEDGEMENT

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me \_\_\_\_\_, in and for this state, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
Personally appeared \_\_\_\_\_ to me known to be the identical person(s) who  
executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposed therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CAPITAL CREDITS**

**HEIRS, LEGATEES AND DEVISEES**  
**AFFIDAVIT AND INDEMNITY AGREEMENT**

This **HEIRS, LEGATEES AND DEVISEES AFFIDAVIT AND INDEMNITY AGREEMENT** (hereinafter "Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, and jointly and severally if more than one, hereinafter "Indemnitor") and Choctaw Electric Cooperative Corporation (hereinafter "CEC"). Indemnitor, first being duly sworn, deposes, says and agrees as follows:

WHEREAS \_\_\_\_\_ (hereinafter "Decedent") was a member of CEC who passed away on \_\_\_\_\_; and,

WHEREAS at the time of Decedent's death, the Decedent had Capital Credits in the amount of \$ \_\_\_\_\_ assigned by CEC to the Decedent's account number(s) \_\_\_\_\_; and,

WHEREAS, there has been no probate or administration commenced on the Decedent's estate; and,

WHEREAS, to the best of Indemnitor's knowledge, Decedent was survived at the time of Decedent's death by the following heirs, legatees and devisees:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(attach additional list, if necessary); and, the Decedent had no other heirs, legatees or devisees; and,

WHEREAS, Indemnitor desires CEC to pay the accumulated Capital Credits for the aforementioned account(s) to the Indemnitor pursuant to the current policy of CEC; and,

WHEREAS, CEC is willing to issue one check to the Indemnitor for the accumulated Capital Credits as set forth above, only if indemnified as herein set out.

NOW, THEREFORE, for and in consideration of the payment of the Capital Credits as set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, Indemnitor does hereby agree with CEC as follows:

1. Indemnitor does hereby agree to defend, at Indemnitor's own cost and expense on behalf of and for the protection of CEC, any and every suit, action or proceeding in which Capital Credits and any related matter of the Decedent which may be asserted or attempted to be asserted, established, or enforced in, to, upon, against or in respect to the Capital Credits, or any part thereof, or interest therein.

2. Indemnitor agrees to indemnify and hold CEC harmless of and from any and all loss, costs, damage and expense of every kind, including attorney's fees, which CEC shall or may incur or become liable for as a result of Decedent's Capital Credits, and any claims thereto directly or indirectly, including actions to enforce this agreement.

3. Indemnitor agrees to comply with all policies and bylaws of CEC and further agrees to execute and deliver to CEC any additional documents as may be required by CEC to establish credentials and comply with all policies and bylaws of CEC and all applicable state and federal laws and regulations.

4. This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. Indemnitor acknowledges that CEC is relying on the representations and indemnifications contained herein in paying the Decedent's accumulated capital credits. The provisions of this Agreement shall survive the payment of accumulated capital credits as set forth above, and shall be binding on the Indemnitor, their successors and assigns.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

\_\_\_\_\_  
Print Typed Name \_\_\_\_\_

\_\_\_\_\_  
Print Typed Name \_\_\_\_\_

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Print Typed Name \_\_\_\_\_

\_\_\_\_\_  
Print Typed Name \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

Sign and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and I certify that each of the aforesaid person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

Sign and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and I certify that each of the aforesaid person(s) personally appeared before me this day acknowledging to me that he or she signed the foregoing document.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_