

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 of less than ten thousand dollars assigned by CEC to the Decedent's account(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 decedent's 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, 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, 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 _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

Print Typed Name _____

State of _____)

