



A Touchstone Energy® Cooperative 

PACKET-DECEASED MEMBER

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(Required for Non-Probated Estates)

Agreement to Terms and Conditions for Payment
Of Capital Credits Prior to the Time Such Capital
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Death of a Member, Member’s Spouse, or Both
Parties Deceased.....Pages 7-9

COPY OF DEATH CERTIFICATE

ATTACH BELOW A COPY OF MEMBER'S DEATH CERTIFICATE

ATTACH BELOW A COPY OF DEATH CERTIFICATE FOR MEMBER'S
SPOUSE
(IF APPLICABLE)

EXPLANATION OF REQUIREMENTS AND PROCEDURE

The following is an explanation of the requirements and procedure for the payment of capital credits to deceased member's estates, or their heirs. The requirements will vary depending upon whether or not a probate proceeding is utilized (either the probate of a Will or the administration of an intestate estate), or whether no probate proceeding will be utilized.

I. PROBATE PROCEEDING

If a probate proceeding is being utilized and has been initiated it will be necessary for the legal representative of the member's estate (the person appointed by the Court) *to provide a certified copy of the letters of testamentary or letters of administration* from the probate Court. A check for payment of the capital credits will be made to the deceased member's estate in care of the personal representative.

If the estate has been closed prior to making a claim for the payment of capital credits, and then the personal representative must furnish a *certified copy of the journal entry of final settlement* of the estate of the deceased member. In that case, the check will be payable to the persons entitled to the funds as evidenced in the journal entry of the final settlement.

II. NO PROBATE PROCEEDING

If no estate proceeding has been initiated nor is contemplated, it will be necessary for one of the heirs of the deceased member to file an affidavit and agreement listing the heirs of the deceased member. A form for this purpose is attached. Upon the return of the form, properly executed and notarized, the capital Credits will be distributed to the heirs pursuant to the laws of the State of Kansas. Refunds of capital credits from estates, which are not probated, require a six-month waiting period from date of death.

AFFIDAVIT OF HEIRSHIP AND AGREEMENT

I, (your name)_____.

Administrator, Executor, Legatee, Heir, (Circle Applicable Title) being first duly sworn upon oath, deposes and states:

1. That he or she resides at (your address)_____,
(City) _____, County of _____, State of _____,

2. That he or she is one of the heirs of (Deceased Member's Name)_____
_____, Deceased, who died on the _____ day of _____, 20__; at
the time of his or her death, the decedent was a resident of (city)_____
_____, County of _____, State of _____.

3. That during his or her lifetime, the decedent was a member of Twin Valley Electric Cooperative, Inc., Altamont, Kansas, and accrued capital credits by virtue of that membership.

4. That (Deceased Member's Name) _____, died without having left a Last Will and Testament.

5. That (Deceased Member's Name) _____, was survived by the following persons who are all of the heirs of such as are known:

a. Surviving member's spouse (if applicable):

Name	Address	Age
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b. Children both natural and adopted:

Name	Address	Age

c. The children of a prior deceased child or children, namely:

Name	Address	Age

d. Any other heirs entitled to this property:

(List Relationship)

Name	Address	Age

e. Attach additional pages if necessary.

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6. That he or she further states that there are capital credits to the account of the deceased member on the books of the cooperative; that this affidavit is made for the purpose of establishing the ownership of the capital credits and the rights to assign the same; and that he or she agree to hold the cooperative harmless from and to pay for, any damages that may be sustained by the cooperative for any reason due to the assignment and transfer of the capital credits and in particular any misstatement or omission contained in this affidavit.

AND FURTHER, THE AFFIANT SAITH NAUGHT.

(YOUR SIGNATURE)

SUBSCRIBED AND SWORN to before me on this _____day of
_____, 20_____.

NOTARY PUBLIC

My appointment expires:_____

basis if the outstanding capital credits to be retired on a first request in/first request retired order, subject to set-off for amounts owed to the cooperative.

- (3) Cooperative Aggregate Amount Condition. The aggregate discount value of capital credit payment retired (aggregate amount) to all members in any one year shall be determined by the Board and shall be evenly disbursed during the year. If the determined aggregate amount by the Board is not sufficient to retire the discounted value basis of the outstanding capital credits to be retired pursuant to its agreement, such amounts above the determined aggregate amount shall be retired on future retirement dates.
- (4) Cooperative Financial Condition. The discounted value basis payments of the outstanding capital credits to be retired will be made only if financial condition of the Cooperative will not be impaired and the Cooperative's mortgage agreements not violated all as determined by the Board.
- (5) Cooperative Payments. The payment(s) of the obligation in Section 2 shall be made on or about the 18th day of April, August, or December of each year. The payment date(s) will be determined by the Cooperative upon the receipt by the Cooperative of properly completed application documents, which must be received by the 1st day of the months of April, August, or December of each year. The order of payment of first request in/first request retired will be determined by a date stamp used when Cooperative requested documents are received properly completed. Proper completion will be determined by the Cooperative.
- (6) Effect on Previous Agreements. If the Cooperative has made any prior agreement(s) regarding terms and conditions for payment of capital credits, this agreement supersedes all prior agreements and represents the current binding understanding between the parties.
- (7) Holding the Cooperative Harmless. The member represents that there are capital credits to the account of the member on the books of the Cooperative; that this agreement is made for the purpose of establishing the terms and conditions for payment of capital credits prior to the time such capital would otherwise be retired; that he or she agrees to hold the Cooperative harmless from and to pay for any damages that may be sustained by the Cooperative for any reason due to the assignment and transfer of the capital credits and in particular any misstatement or omission contained in this agreement, or in the application for retirement of capital credits.
- (8) Miscellaneous. (a) The Cooperative may extend the time of payment(s) due to unforeseen circumstances or acts of God. (b) This agreement contains the entire agreement between the parties with respect to its subject matter and shall not be changed or terminated except by written agreement signed on behalf of the parties. (c) This agreement shall be interpreted under the laws of the State of Kansas.

(9) Effective Date. This agreement shall be effective and the obligations of both parties shall commence on the day the authorized signatures of both parties appear.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as evidence of acceptance without exception, by their duly authorized signatures.

MEMBER'S LEGAL REPRESENTATIVE
OR HEIRS COOPERATIVE, INC.

TWIN VALLEY ELECTRIC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____