

**AFFIDAVIT, RECEIPT AND RELEASE AGREEMENT**

*Capital Credits of Deceased Member of CITIZENS ELECTRIC CORPORATION*

I, \_\_\_\_\_, of lawful age and being first duly sworn on my oath, do hereby certify and state as follows:

1. That \_\_\_\_\_ (“Decedent”), whose last address was \_\_\_\_\_ within the County of \_\_\_\_\_, State of \_\_\_\_\_ died on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ and was a patron of Citizens Electric Corporation, 1500 Rand Avenue in Perryville, Missouri 63775 (the “Corporation”), Member Number: \_\_\_\_\_.
2. I have provided to the Corporation a Death Certificate for Decedent issued by the State of \_\_\_\_\_.
3. I am the legally appointed representative(s) of the estate of Decedent, and will upon request, provide satisfactory proof of such appointment; furthermore, I will distribute same to all persons entitled to them under the law.
4. That according to the terms of the Decedent’s Will or the laws of descent, whichever may be applicable, the capital contributed by said Decedent to the Corporation shall be distributed as follows:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
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5. That the above statements are made to induce the Corporation to make payment of capital credits, not including the power supply portion, to the Estate and/or person named above.
  6. I, for ourselves and all heirs of Decedent acknowledge that the payment of capital credits pursuant hereto is based on the premise that money received today has more value than money to be received over a period of years. Therefore the paid value of the capital credits has been discounted using a Discount Factor of Prime + 2% per the Corporations By-Laws. Additionally, the check amount may be net of any final bills outstanding to the Corporation or any outstanding debt amounts owed to the Corporation.
  7. That I agree that payment of capital credits by the Corporation shall fully and forever release and discharge said Corporation from any further obligations to pay capital credited to the Decedent’s capital account by the Corporation for its operations. Decedent’s capital credits allocated by the Corporation’s power supplier remain on the books of the Corporation until such time as the Board of Directors selects to retire same.
  8. That I will indemnify, save and hold harmless the Corporation from all costs, loss and expense, including reasonable attorney’s fees, as a result of any person claiming any right or interest in the same capital credits of Decedent by reason of a Will, the laws of intestacy, gift, assignment, pledge, or other transfer.

IN WITNESS WHEREOF, I, the undersigned, have set my hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF MISSOURI            )  
   )  
 COUNTY OF \_\_\_\_\_        )        SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

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

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