



A Touchstone Energy® Cooperative 

PACKET-DECEASED MEMBER

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(Required for Non-Probated Estates)

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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

AFFIDAVIT OF HEIRSHIP AND AGREEMENT – Page Two

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.

AFFIDAVIT OF HEIRSHIP AND AGREEMENT – Page Three

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: _____

REFERENCE INFORMATION:

Name of member: _____

Name of member's spouse (if applicable) _____

Capital Credit Number(s): _____

AGREEMENT TO TERMS AND CONDITIONS FOR PAYMENT OF CAPITAL CREDITS PRIOR TO THE TIME SUCH CAPITAL WOULD OTHERWISE BE RETIRED – SPECIAL RETIREMENT/DEATH OF A MEMBER, SPOUSE, OR BOTH PARTIES DECEASED.

WHEREAS, Twin Valley Electric Cooperative, Inc. (Cooperative) wishes to retire capital credits to its members legal representative or heirs pursuant to its Board Policy-Retirement of Capital Credits; and

WHEREAS, the Board of Trustees (Board) shall determine the basis, priority, order of retirement, and payments(s) of capital credits, provided the payments(s) shall not impair the financial condition of the Cooperative, and shall not violate the Cooperative's mortgage agreements; and

WHEREAS, I (your name) (hereinafter, the legal representative) am the legal representative for all the heirs of either the deceased member or deceased member's spouse noted in the reference information above and I am willing to accept and bind myself to the terms and conditions for payment(s) of capital credits prior to the time such capital would otherwise be retired for all the heirs of such deceased member;

NOW, THEREFORE, the Member and the Cooperative agree as follows:

- (1) Obligation of the Legal Representative. The legal representative unconditionally accepts and binds the legal representative to receiving said member's outstanding capital credits on a discounted value basis. This discounted value basis will use a thirty (30) year discount period and the discount rate used will be the blended interest rate of all of the Cooperative's outstanding long term debt, or 5% whichever is greater in effect at the time the Cooperative receives properly completed documents requesting the discounted payment of the member's capital credits. Proper completion of the application documents will be determined by the Cooperative.
- (2) Obligation of the Cooperative. The Cooperative conditionally promises to pay either the duly appointed executor or administrator if the decedents estate is in probate on the capital credits disbursement date or to all the heirs pursuant to the laws of the State of Kansas if there has been no probate proceeding to date, and none are expected, or after completion of probate proceedings, the discounted value

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 is 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: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.