

WAIVER OF PROBATE

(Must be executed by all persons entitled to share in estate.)

LETTER OF INDEMNITY

STATE OF)
) ss.
COUNTY OF)

The undersigned, being duly sworn, deposes and says that:

1. I am or we are familiar with the facts relating to the Estate of:

Name of Decedent	Date of Death	City/Town and State
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The sole surviving heirs-at-law or next-of-kin entitled to share in the estate are:

Name	Address	Relation to Decedent	Age
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2. None of the above mentioned heirs-at-law or next-of-kin is an incompetent.

3. The Decedent died:

- a. Leaving no WILL and that no administrator has been or will be appointed for said estate, or
- b. Leaving a WILL, a true copy of which is hereto attached, and that said WILL has not and will not be probated,

4. The Decedent left assets amounting to (in dollars):

Cash	Securities	Real Property	Other Assets
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All debts of the decedent amounted to \$ _____.

5. The Decedent died the owner of:

Name of stock (the "Issuer")	Certificate number(s)	Number of Shares
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(the "Securities") registered in the name of: _____

6. All taxes, debts, claims and funeral expenses against the decedent's estate have been settled or will be paid by the undersigned and no person, firm, association or corporation other than the undersigned has any right, title, claim, equity or interest whatsoever in or to the Securities or the proceeds thereof.

7. The undersigned does hereby request that Empire Stock Transfer Inc. transfer said Securities to:

Name	Address	Social Security/Tax ID Number
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8. Now therefore, in consideration of the Bonding Agency assuming liability or liability attaching under its Indemnity Bond in favor of the Issuer and Empire Stock Transfer Inc., the undersigned hereby agrees at all times to indemnify and hold harmless the Bonding Agency from and against any and all liabilities, losses, damages, judgments, costs, charges, counsel fees and expenses of every nature and character which they may sustain or incur by reason or on account of assuming liability or liability attaching under its Indemnity Bond.

9. Signed, sealed and dated: _____.

Sworn to and subscribed before me this:

_____, 20____

Notary Public

Commission Expires: _____

NOTARY SEAL