

Application for Waiver of Probate Bond Affidavit and Indemnity Agreement

Must be executed by legal representatives(s) or appointed Administrator(s) and all persons entitled to share in estate, all signed in personal capacity.

TO BE EXECUTED IN TRIPLICATE

I / We (print name _____
_____ (hereinafter called "Deponent") of legal age, being duly sworn, depose and state that:

1. I have knowledge of the facts relating to the Estate of: _____, who died on the _____ (dd/mmm/yy) (hereinafter referred to as the "Deceased"). The sole surviving heirs-at-law or next-of-kin entitled to share in the estate are:

Name	Address (include city, province/state and postal/zip code)	Home Phone and Business Phone	Relation to Deceased	Birth date (dd/mmm/yy)

2. None of the above mentioned heirs-at-law or next-of-kin has been declared an incompetent.

3. The Deceased died:

a) Leaving **NO WILL** and no Estate Trustee has been, or will be, appointed for said estate;
OR

b) Leaving a **WILL**, being the last WILL AND TESTAMENT of the Deceased, a true copy of which is attached hereto. The said WILL has not and will not be probated.

4. The Deceased left assets amounting to \$ _____, consisting of: cash \$ _____, securities \$ _____, real property \$ _____ and other assets \$ _____, and all debts of the Deceased amounted to a total of \$ _____.

5. The Deceased died the owner of : Share Certificate(s) / Bond(s) / Account(s) / Other (describe) : _____
(hereinafter called the "Original", whether one or more):

Certificate/Bond/Account Number	Number of Shares / Bond Value (\$)	Class of Shares (ie. common, class A etc.)	Issued By (hereinafter referred to as the "Issuing Corporation")	Registered in the Name of

6. All taxes, funeral expenses, debts and claims against the Deceased's estate have been settled or will be paid by the Deponent; and No person, firm, association or corporation other than the Deponent has any right, title, claim, equity or interest in, to or respecting the Original or the proceeds thereof.

7. The Deponent herewith attaches the Original and requests the Issuing Corporation and its agents to transfer the Original to:

(IF ORIGINAL IS LOST, STOLEN, MISPLACED OR DESTROYED, INDICATE AND COMPLETE THE FOLLOWING):

The Deponent represents that the Original has been lost, stolen, destroyed or misplaced under the following circumstances (if not known, state UNKNOWN). _____

and that said Original (was) / (was not) endorsed: (If endorsed, describe form of endorsement and state whether signature was guaranteed. If not known, state UNKNOWN) : _____

and the Deponent makes this affidavit for the purpose of requesting and inducing the Issuing Corporation and its agents to issue new securities in substitution for the Original to: _____

(PLEASE ATTACH A COPY OF THE TRANSFER AGENT'S LETTER CONFIRMING A STOP TRANSFER NOTATION HAS BEEN PLACED O THE LOST SHARES)

8. If Deponent should find or recover the Original, Deponent will immediately surrender the same to the Issuing Corporation, its transfer agents, trustees or **Travelers Canada** for cancellation without receiving any consideration thereof.

NOTE: The Surety reserves the right to request additional information.

IMPORTANT – DELIVERY INSTRUCTIONS

No bonds will be issued until the completed application including the original executed Indemnity Agreement contained herein is submitted to the Surety.

Original documents to be mailed to:
Travelers Canada
100 King St. W., Suite 7250
Toronto, ON M5X 1B1
Attention: Commercial Surety - Security Replacement Division

Declaration: The undersigned hereby declare(s) that:

1. All the information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by the St. Paul Fire and Marine Insurance Company (hereinafter referred to as the "Surety") to determine credit worthiness;
2. I/We consent(s) to the Surety making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations; and
3. The Surety may complete any blanks left or correct any errors in completing any blanks herein, and such insertions or corrections shall be prima facie correct.

Indemnity Agreement

THIS IS A BINDING AGREEMENT, PLEASE READ CAREFULLY

WHEREAS the undersigned have applied or will apply in the future to the Surety for one or more bonds to guarantee the obligations of any of the undersigned or other forms of guarantee or obligation, (hereinafter referred to as "Bonds"; the word "Bonds" includes any alteration including, without limitation, any increase or decrease in the bond amount, renewal, continuance, replacement or extension thereof).

NOW THEREFORE in consideration of the issuance of Bonds, whether past, present or future, by the Surety or procured by the Surety for or on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The present agreement applies equally to Bonds issued on behalf of any employee or agent of the undersigned or on behalf of any present or future affiliated or subsidiary company of the undersigned.
2. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:
 - a) as a result of a judgment, arbitration award or settlement;
 - b) as damages of any nature, including punitive and exemplary damages, as the case may be;
 - c) in respect of any claim, liability or loss;
 - d) as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
 - e) in satisfaction of all legal fees, on a solicitor and client basis, and disbursements incurred by the Surety and legal fees, on a solicitor and client basis, and disbursements of claimants' counsel; and
 - f) as administration costs related to claims under Bonds and under this agreement

3. The undersigned undertake to pay to the Surety:
 - a) the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
 - b) thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.
 4. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.
 5. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion, to decide whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
 6. The undersigned hereby renounce the benefits of division and discussion.
 7. The present agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
 8. All of the terms and conditions of the present agreement are for the benefit of:
 - a) any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise,
 - b) any of the Surety's respective present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies, and
 - c) any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.
 9. The rights of the Surety by virtue of the present agreement are in addition to any rights which the Surety may have by law or otherwise.
 10. Requests to the Surety to execute any Bonds may be made by any of the undersigned or (where the undersigned is not an individual) any officer, employee or partner of any of the undersigned, or by an agent or broker which the Surety reasonably believes represents the undersigned. Such requests, whether made in writing (mailed, emailed, delivered or telecopied), by personal interview or by telephone, shall be regarded as sufficient and ample authority for the Surety to execute any such Bond, whether or not any such Bond or other surety document is in excess of any limit for the bonding facility established for the undersigned.
 11. The undersigned acknowledge and declare that:
 - a) before signing, they have obtained a copy of the present agreement and that they have had sufficient time to study its terms and conditions; and
 - b) they have read and understood all of the provisions of the present agreement; and
 - c) they have been given the opportunity of asking for appropriate explanations or clarifications on the nature and extent of the provisions of the present agreement; and
 - d) they have been given the opportunity to consult a legal or other advisor and, if they deemed it necessary, they have in fact consulted such advisor
 - e) the present agreement may be executed, delivered and stored in electronic format.
 12. Privacy Consent – Please note that without this consent, the Surety will be unable to consider your application. The undersigned acknowledge that the evaluation of any application for products of the Surety will involve the collection, use and disclosure of personal information, including the information contained in this application and other sources gathered through legal means. Such collection, use and disclosure of personal information is for the purposes of underwriting bonds and policies, as well as bond or policy management, which shall include conducting initial and on-going credit investigations, as well as Surety activities associated with all extensions, renewals, substitutions and modifications of the bonds or policies, and claims administration. In the ordinary course of the Surety's business, personal information may be disclosed to reinsurers, legal advisors, credit bureaus, other financial institutions, regulatory bodies and any third party deemed necessary by the Surety. In the event information about other individuals (e.g. family members, employees, shareholders) is provided or collected from other sources, the undersigned represent and warrant that those persons have consented, to the extent required by law, to the collection, use and disclosure of their personal information for the aforementioned purposes. The undersigned hereby agree and consent to the Surety's:
 - a) collection and use of personal information concerning the undersigned for the purposes described above; and
 - b) disclosure of the undersigned's personal information, for the purposes described above to such third parties as deemed necessary by the Surety.
- For further information, the Surety's Privacy Policy is available for review online at www.travelerscanada.ca.
13. The present agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a contract of the Province of Ontario. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
 14. Pursuant to the applicable legislation governing the electronic transmission and execution of legal documents, the undersigned agree that the present agreement and any other documents to be delivered in connection herewith may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The term "electronic signature" shall include, but not be limited to, faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, and signatures created using electronic signature software. Further, the undersigned agree that the present agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 15. The undersigned also understand and agree that their obligations remain in full force and effect for any bond(s) issued pursuant to this Agreement, notwithstanding that the entity on whose behalf bond(s) were issued has been sold, dissolved or whose ownership has been otherwise altered in any way.

Signed sealed and dated, this _____ day of _____, 20_____.

DEPONENT/INDEMNITOR SIGN HEREUNDER:

_____ Signature of Deponent/Indemnitor	On this _____ day of _____, 20_____ before me personally appeared _____ _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, duly acknowledges to me that he/she executed the same for the purpose above stated, and being duly sworn, did depose and say that the statements therein contained are true.
_____ Printed Name of Deponent/Indemnitor	A Commissioner Notary public in and for the Province/State
_____ Address of Deponent/Indemnitor	of _____
_____ Phone Number of Deponent/Indemnitor	Notary Public (Affix Notarial Seal)
	My Commission Expires: _____

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Note: If more personal indemnitors attach Waiver of Probate Bond signature page.