



## **Transfer on Death (TOD) Agreement**

### **And**

### **TOD Beneficiary Designation**

Chariton Valley Telephone Corporation (Cooperative), 1213 E. Briggs Drive, Macon, Missouri, 63552, (660) 395-9000, pursuant to Section 461.012.1 RSMo, accepts the role of a transferring entity for purposes of non-probate transfers of unretired capital credits of patrons, and any other moneys due deceased patron at death, if any, net of any monetary obligations of Patron to the Cooperative (TOD Account Assets) subject to the rules, terms, and conditions set forth in this Agreement.

### **Rules**

1. The Cooperative will accommodate “Transfer on Death” (TOD) non probate transfers of all TOD Account Assets, which shall include all unretired capital credits allocated to a patron or of the Cooperative as of the date of such patron or owner’s death. No partial TODs will be permitted. All TOD instruments must be filed with the Cooperative, and accepted by the Cooperative prior to the issuing patron’s death, in order to be effective.
2. A TOD is effective on death of the patron. A properly executed TOD must be delivered to the Cooperative prior to the patron’s death. A TOD instrument must be executed by the Patron in proper form and acknowledged before a public notary or other person authorized to administer oaths. A TOD must identify the identity of the patron and patron’s capital credit account. A TOD must specify multiple beneficiaries, with identification as primary, contingent, and must identify beneficiary fractional shares which in total assign the entire amount of unretired capital credits, in accordance with §461.062 RSMo.
3. A TOD must be accepted by the Cooperative to be effective, which will be signified by authorized signature upon a properly completed and executed TOD.
4. A TOD is revocable by a patron any time prior to the patron’s death. A revocation requires a written directive from the issuing patron that a specific TOD has been revoked. When multiple TOD’s from the same issuing patron have been accepted by the Cooperative, only the last TOD accepted prior to the patron’s death will be effective, earlier TODs having been revoked. A transferor patron may not transfer capital credits to a transferee to hold as owner in beneficiary form. Only the transferor patron shall have the right to revoke or change beneficiary designations.
5. A TOD must identify beneficiaries by name, address, electronic mail address, and telephone numbers at which the Cooperative can contact the beneficiary. It shall be the duty of the patron or the patron’s TOD beneficiary(ies) to notify the Cooperative of any changes of address or contact information.
6. A TOD issued by two joint membership patrons will not be effective until the death of the latter joint member patron. Such TOD will remain effective after the first death of one of the joint member patrons. While they live, both joint member patrons must execute any revocation

of the TOD or change of beneficiary. After the death of the first joint member patron the surviving joint member patron will have the sole right to revoke or change beneficiaries.

7. A TOD that designates a beneficiary that is a lineal descendant of the owner, that TOD must designate the beneficiary as lineal descendant per stirpes (LDPS) or as “no LDPS” in accordance with §461.045 RSMo in order to address the nature of the transfer effected in the event a lineal descendant beneficiary predeceases the owner.

8. If after making a TOD beneficiary designation, the owner’s marriage is dissolved or annulled, any provision of the beneficiary designation in favor of the owner’s former spouse or relative of that spouse is revoked on the date the marriage is dissolved, unless the designation to the spouse is irrevocable or revocable only with the spouse’s consent.

9. A beneficiary is not entitled to transfer unless the beneficiary survives the owner, or both joint owners, by one hundred twenty hours.

10. The provisions of the Nonprobate Transfers Law of Missouri pertaining to disqualification for fraud, duress, or undue influence, for omitted spouse or children, for transferring entity protections, for the rights of owners and beneficiaries and liability of distributes from an improper distribution will apply.

11. The Cooperative will establish forms that shall be used by patrons who desire to make a TOD.

12. To the extent not inconsistent with this Agreement, Rules and Regulations, and the Cooperative’s Policy on TODs, the Cooperative adopts the provisions of the Nonprobate Transfers Law of Missouri.

### **Terms and Conditions**

1. The TOD Beneficiary Designation Form must be completed and executed by the Transferring Patron, and must be accepted by Cooperative. No TOD Designation will be effected until all required documentation is received and accepted by Cooperative.

2. Transferring Patron hereby requests that Cooperative establish a Transfer on Death Account (TOD Account). Eligible account types include Individual and Joint Membership patrons. Transferring Patron desires that upon his, her, or their deaths, the TOD Account Assets shall be transferred to the Beneficiary or Beneficiaries (except those Beneficiaries who predeceased the Transferring Patron, and except those Beneficiaries who disclaim their proportionate share of the TOD Account Assets) in equal shares unless different percentages of distribution are expressly indicated on the TOD Beneficiary Designation Form.

3. Transferring Patron understands that the non-probate features of the TOD Account apply only to eligible assets held in the TOD Account at the time of death of the last surviving Transferring Patron. Transferring Patron understands that beneficiaries desiring immediate payment for unretired capital credits will have to comply with Cooperative policies pertaining to accelerated retirement of unretired capital credits.

4. The term “per stirpes” shall mean the following: if any primary or contingent lineal Beneficiary, as applicable, does not survive the Transferring Patron, but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be paid to such Beneficiary’s surviving descendants by right of representation.
5. Only Beneficiaries identified by name will share in the TOD Account Assets. If all designated Beneficiaries predecease the Transferring Patron (or, in the case of a trust, corporation, or other Beneficiary entity, if it has terminated, been dissolved, or otherwise ceased to exist prior to the death of the Transferring Patron), the TOD Account Assets will become part of the Transferring Patron’s Estate.
6. If a Beneficiary survives the Transferring Patron, but is not alive at the time of the transfer of TOD Account Assets, the TOD Account Assets will become part of the estate of the Beneficiary. If it cannot be determined whether a Beneficiary survived the Transferring Patron by 120 hours, the Beneficiary will be deemed not to have survived the Transferring Patron. If, at the time of Transferring Patron’s death, the Beneficiary is a minor or an incapacitated adult who is represented by a duly appointed guardian, conservator, or custodian (“Beneficiary’s Nominee”), Cooperative may distribute the TOD Account Assets to the Beneficiary’s Nominee and be fully released thereby. If, after a reasonable time following the death of the Transferring Patron, no Beneficiary’s Nominee or appropriate substitute has accepted the TOD Account Assets, Cooperative may distribute the TOD Account Assets to the Transferring Patron’s Estate and be released thereby. In the event that Cooperative is unable to identify the Beneficiaries from the documents provided, the TOD Account Assets will become part of the Transferring Patron’s Estate.
7. Transferring Patron may make a change of designation of Beneficiary(ies) by completing a new TOD Beneficiary Designation Form. The execution and acceptance of a new TOD Beneficiary Designation Form automatically revokes all prior Beneficiary designations. No guardian, conservator, attorney-in-fact, or other agent of the Transferring Patron may establish or change any Beneficiary of a TOD Account on behalf of their principal or ward.
8. Should Cooperative receive notice of the death of the Transferring Patron, Cooperative has no obligation to (a) verify the Transferring Patron’s death or the Transferring Patron’s marital status at the time of death of the Transferring Patron, (b) locate the Beneficiary, (c) notify any person of any transfer of the TOD Account Assets, or (d) independently verify any information submitted. It is the Beneficiary’s responsibility to initiate transfer of the TOD Account Assets. Cooperative is expressly not liable for any loss that could occur following the death of the Transferring Patron and prior to proof of Beneficiary’s entitlement to the TOD Account Assets and the transfer thereof.
9. Cooperative may refuse to transfer the TOD Account Assets, or any portion thereof, to any Beneficiary if Cooperative receives notice from any claimant to an interest in the TOD Account Assets. Should the Beneficiary disclaim his/her share of the TOD Account Assets, in whole or in part, then the disclaimed TOD Account Assets shall be transferred to the other designated Beneficiaries according to their respective percentage designations. Should all Beneficiaries disclaim the TOD Account Assets, the property disclaimed shall become part of the Transferring Patron’s Estate.

10. In case of a dispute concerning transfer between or among the Beneficiary or Beneficiaries, the Transferring Patron's Estate, or the Transferring Patron's surviving spouse, heirs, creditors, representatives, or any other person or entity, Cooperative may require the parties in interest to arrive at a final resolution prior to transferring any TOD Account Assets.

11. Transferring Patron agrees that Cooperative shall be fully released and discharged from all liability upon payment of the TOD Account assets to the designated TOD Beneficiary or Beneficiaries and on agrees on behalf of himself/herself, his/her estate, heirs, executors, administrators, beneficiaries, and assigns, to indemnify and hold harmless Cooperative, its directors, officers, owners, employees, agents, affiliates, successors, and assigns from and against all claims, liabilities, losses, costs, and expenses (including attorneys' fees) that it may incur by acting in accordance with the TOD directive. This indemnity shall include but not be limited to claims by any person, taxing authority, or entity in relation to the TOD Account Assets either prior or subsequent to their distribution to the designated TOD Beneficiary or Beneficiaries. Cooperative shall be entitled to recover the full amount of this indemnity from the assets of the TOD Account.

12. Transferring Patron acknowledges that the features of a TOD Account contain certain legal and tax implications. Cooperative does not advise whether the TOD designation is or is not appropriate for either the Transferring Patron's or any beneficiary or beneficiaries' tax or estate planning. By signing this Agreement, Transferring Patron acknowledges that neither Cooperative nor any of its employees or representatives has furnished such advice.

13. The provisions of this Agreement are governed by the laws of the State of Missouri. By executing this Agreement, you consent to the jurisdiction of and venue within the State of Missouri for all disputes arising out of or relating to the execution and operation of this Agreement.

14. This Agreement may not be modified except in writing, duly signed by both Transferring Patron and an authorized officer or employee of Cooperative.

15. This Agreement may not be assigned without the written consent of Cooperative.

16. This Agreement and its provisions are effective immediately upon Cooperative's receipt and acceptance by authorized signature on a completely executed TOD Beneficiary Designation form, which follows as the last page of this Agreement.



# Chariton Valley Transfer on Death (TOD) Beneficiary Designation

This form is used to name a beneficiary for your unretired capital credits of patrons, and any other moneys due you (Transferring Patron), net of any moneys you owe the Cooperative, to whom such unretired capital credits and money will be transferred upon your death.

1. Account Information \_\_\_\_\_ (Membership Number)  
\_\_\_\_\_ (Owner) \_\_\_\_\_ (Joint Owner)

2. Beneficiary Designation

The percentages must total 100% for all primary beneficiaries, and 100% for all contingent beneficiaries. If primary or contingent is not designated, the beneficiary will be designated primary. Subject to these conditions, I designate the following as the Beneficiaries of my TOD Account:

A. Primary Beneficiaries

A1. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

A2. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

A3. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

A4. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

B. Contingent Beneficiaries

B1. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

B2. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

B3. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

B4. Beneficiary Legal Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Last 4 digits SSN \_\_\_\_\_ Relationship to Patron \_\_\_\_\_ Share Percentage \_\_\_\_\_%

3. Agreement. The Transferring Patron, whose signature or signatures appear on the date or dates set forth below, hereby requests Chariton Valley Telephone Corporation establish a TOD Account in accordance with its bylaws, policies, rules, regulations, and form of Agreement setting forth the terms and conditions under which such TOD accounts will be established. This Agreement revokes all prior TOD Beneficiary Designations made by Transferring Patron with respect to the above-referenced account. The Transferring Patron designates the listed individuals as Beneficiary(ies) of this TOD Account and agree(s) to be bound by terms and conditions set forth in this TOD Agreement. This Agreement cannot be signed by a power of attorney.

\_\_\_\_\_  
Printed Transferring Patron name/joint owner name(s)

\_\_\_\_\_  
Signature/authorized owner signature (date of signature)

\_\_\_\_\_  
Signature/authorized signature co-owner (date of signature)

\*\*\*\*\*

Notary

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument. In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

(seal)

My commission expires: \_\_\_\_\_