



Account Number	Advisor Code
Account Name	

Affidavit And Indemnity

To: Scotia Capital Inc. ("ScotiaMcLeod Direct Investing")

Re: Succession of _____

AFFIDAVIT

I/We, _____, NAME(S) OF EXECUTOR(S)

the executor(s) of the succession of _____ NAME OF DECEASED

(the "deceased") HEREBY AFFIRM:

- The deceased died in _____ on _____.
A certified copy of the death certificate to this affidavit as Exhibit "A".
- The deceased had account(s) No. _____ with ScotiaMcLeod Direct Investing (the "account(s)").
- The following is a list of the deceased's next of kin (provide name and relationship) :

- The deceased left his/her last will dated _____ the ("Will") naming me/us as his/her executor(s). A certified copy of the Will is attached to this affidavit as Exhibit "B".
- I am/we are _____ (describe relationship to the deceased).
- I/We have not obtained Letters Probate in view of the cost thereof.
- The total value of the estate, including assets outside ScotiaMcLeod Direct Investing, is: \$ _____.
- The Will is the last will and testament of the deceased and I/we believe it is valid.
- I/We have requested that you deal with the account(s) as instructed by me/us **without me/us** having to obtain Letters Probate.

Executor (1)

Sworn/solemnly affirmed before me at the _____ of _____
in the _____ of _____
this _____ day of _____

A Commissioner, etc. Signature (executor)

Executor (2)

Sworn/solemnly affirmed before me at the _____ of _____
in the _____ of _____
this _____ day of _____

A Commissioner, etc. Signature (executor)

Executor (3)

Sworn/solemnly affirmed before me at the _____ of _____
in the _____ of _____
this _____ day of _____

A Commissioner, etc. Signature (executor)

The Client has expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; le client a expressément exigé que cette convention et toute autre contrat, document ou avis afférent soient en langue anglaise.

IN CONSIDERATION OF ScotiaMcLeod Direct Investing, at my/our request, dealing with the account(s) in accordance with my/our instructions without Letters Probate, the undersigned jointly and solidarily agree and undertake to reimburse and indemnify ScotiaMcLeod Direct Investing for any liability (including legal costs) that ScotiaMcLeod may sustain or incur, in connection with dealing with the account(s) on the instructions of the undersigned. The provisions hereof are for the benefit of ScotiaMcLeod Direct Investing and its successors and assigns and are binding on the heirs, legal personal representatives and assigns of the undersigned.

Dated _____ (seal)

(executor)

(witness)) _____ (seal)

(executor)

(witness)) _____ (seal)

(executor)

(witness)) _____ (seal)

(beneficiary)

(witness)) _____ (seal)

(beneficiary)