**INTERIM ACKNOWLEDGMENT, WAIVER, RELEASE,**

**DISCHARGE AND INDEMNITY TO ESTATE TRUSTEES**

TO: [Name of Estate Trustee 1] & [Name of Estate Trustee 2] (the “Estate Trustees”)

FROM: [Name of Estate Trustee Signing]

RE: The Estate of [Name of deceased]

THIS INSTRUMENT is effective as of the date signed below.

WHEREAS I, [Name of Estate Trustee Signing], hereby acknowledge:

1. [Name of deceased] died on or about [Date of Death] leaving a Will dated [Date] (the “Will”) [or without Will].
2. A Certificate of Appointment of Estate Trustee with a Will [or Without a Will] was issued to the Estate Trustees.
3. Pursuant to the provisions of the Will, the residue of the Estate is to be distributed as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Share** | **Name** | **Relationship to Deceased** | **Descendant of** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. Attached hereto is the Ledger/Proposed Distribution for an Interim Distribution.
2. As set out in the attached Ledger/Proposed Distribution, I will receive the sum of $[Amount] (my “Share”) from the Estate Trustees.
3. The Estate Trustees propose to hold back, in a non-interest bearing account, the amount of $[Amount] (the “Reserve”) for payment of any amounts that may be properly owing with respect to the Estate for income taxes or other debts, until such time as a Certificate of Clearance is received by and for the Estate pursuant to the *Income Tax Act* (Canada) and that all Estate liabilities have been paid or until such earlier time as determined by the Estate Trustees, at which time any amount remaining out of the Reserve will be distributed to the residual beneficiaries.
4. My Interim Share, together with my share of the Reserve, if any (such Interim Share and such balance are referred to as my “Interest”), will be transferred to me in full satisfaction of my capital interest in the Estate.
5. I therefore declare upon distribution to me of my Interim Share that I will have no further interest in the Estate, except in respect of my share of the Reserve.
6. I received the Estate Trustees’ Ledger/Proposed Distribution, being the Estate Trustees’ Statement of Accounts for the period of [Date] to [Date] which I approve. I hereby waive any right that I may have to an audit of such Estate Trustees’ Statement of Accounts. I approve the amount claimed by the Estate Trustees, if any, for compensation and for out-of-pocket expenses.
7. I understand my rights and obligations and the nature and consequences of this Interim Acknowledgment, Waiver, Release, Discharge and Indemnity to Estate Trustees and I am signing this document voluntarily without undue influence or coercion by any person whomsoever, or by fraud or misrepresentation.

NOW THEREFORE in consideration of the distribution of my Interim Share to me, I hereby acknowledge and agree on my own behalf and on behalf of my heirs, executors, administrators and assigns, that:

* 1. I do hereby remise, release and forever discharge the Estate Trustees, in their capacity as Estate Trustees of the Estate and in their personal capacity, and their respective heirs, executors, administrators and assigns, of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which against the Estate Trustees that I now have, ever had or may have, or which my heirs, executors, administrators and assigns or any of them, hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever existing up to the present time, except for my interest in the Reserve.
  2. I, on my own behalf and on behalf of my heirs, executors, administrators and assigns, do hereby waive the passing of accounts for the Estate for the period of [Date of Death] to the date hereof, by a Judge in the Ontario Superior Court, or any other judicial body. Furthermore, on my own behalf and on behalf of my heirs, executors, administrators and assigns, I do hereby approve the amounts claimed by the Estate Trustees, if any, for compensation and for out-of-pocket expenses.
  3. I, on my own behalf and on behalf of my heirs, executors, administrators and assigns, do hereby covenant and agree to indemnify, protect and save harmless the Estate Trustees and their respective heirs, executors, administrators and assigns, from and against any and all costs, losses, damages, expense, liabilities, claims, actions, proceedings and all legal and other costs of any action whatsoever, up to the total value of my Interim Share, which the Estate Trustees, or their respective heirs, executors, administrators and assigns, may incur or sustain pursuant to or in connection with the administration of the Estate up to the present time, including by reason of the distribution of the assets of the Estate without first obtaining a Certificate of Clearance pursuant to the provisions of the *Income Tax Act*, R.S.C. 1985, C.1, as amended from time to time.
  4. I further covenant and agree that the provisions of this Instrument shall be binding on my heirs, executors, administrators and assigns.
  5. This Instrument, to the extent signed and delivered by means of electronic transmission (including without limitation, facsimile and internet transmissions), shall be treated in all manner and respects as an original and should be considered to have the same binding legal effect as it if were the original signed version thereof delivered in person.

IN WITNESS WHEREOF I, have hereunto set my hand and seal in the presence of the witness

below, this day of , 2019.

Witness Signature [Name of Estate Trustee Signing]