

BENEFICIARY ELECTION TO RETURN ESTATE ASSETS AGREEMENT
IN THE MATTER OF THE ESTATE OF _____, DECEASED

This Agreement is entered into on this _____ day of _____, 20____, by and between:

The Personal Representative: _____, acting in their capacity as the Executor/Administrator of the Estate of _____ (hereinafter referred to as the "Estate"),

and

The Beneficiary: _____, an heir and beneficiary of the Estate (hereinafter referred to as the "Beneficiary").

RECITALS

WHEREAS, the Beneficiary has received, or was scheduled to receive, certain distributions of assets from the Estate as detailed below;

WHEREAS, it has been determined by the Personal Representative that the return of certain assets, or the equivalent cash value thereof, is necessary for the proper administration of the Estate, including but not limited to the satisfaction of outstanding debts, taxes, administrative expenses, or liabilities of the Estate;

WHEREAS, the Beneficiary voluntarily elects to return the specified assets to the Estate under the terms and conditions set forth herein;

NOW, THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Election to Return Assets.** The Beneficiary hereby voluntarily and irrevocably elects to return to the Estate the following described asset(s) (collectively, the "Returned Assets"):

2. **Valuation.** For the purposes of this Agreement, the agreed-upon value of the Returned Assets is \$_____, determined as of the date of this Agreement.

3. **Effect on Share.** The return of the Returned Assets shall be credited toward the Beneficiary's share of the Estate as follows:

4. **Delivery.** The Beneficiary agrees to deliver physical possession, clear title, and all necessary transfer documents for the Returned Assets to the Personal Representative within _____ days of executing this Agreement.

5. **Representations and Warranties.** The Beneficiary warrants that they have not sold, pledged, encumbered, or otherwise transferred any interest in the Returned Assets since receiving them, and that they have full authority to return said assets.

6. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PERSONAL REPRESENTATIVE:

BENEFICIARY:

Signature

Signature

Printed Name

Printed Name