COMMERCIAL REAL ESTATE

Loan Application Package - Trust Only

Your Loan Application Package Includes:

- Loan Application/Personal Financial Statement
- Borrower Vesting Information
- Application for Credit Union Account in the name of Trust

800.290.1112 | amerfirst.org

PO Box 2477, Brea, CA 92822-2477

American First Credit Union

Commercial Loan Application

Entity Application

Property & Loan Information

Type of Loan Request

Use of Funds: ☐ Purchase ☐ Rate & Term Refinance ☐ Cash-Out Refinance

Property Information

Property Address:	City:	ST:	Zip	County:

Property Type:	If "Other," please describe:

Leasehold? ☐ Yes ☐ No	Is use legal and conforming? ☐ Yes ☐ No	HOA? ☐ Yes ☐ No	% Occupied _____

Year Built:	No. Buildings:	No. Floors:	Acres:	Parking Spots:

Gross Sq. Feet:	Number of Units:	Property Condition:

Primary Loan Servicing Contact Information

Name of Primary Contact (for all loan servicing needs):	Home Phone:	Cell Phone:	Office Phone:	Email Address:

Primary Mailing Address (for all loan correspondence, mortgage statements, etc.):	City:	State:	Zip Code:

Transaction Information

If the purpose of the loan is to finance a **purchase**, please complete the following:

Purchase Price:	Cash Down:	Purchase Closing Date:
$ _____	$ _____	_____

Is seller a friend, relative, or affiliate of borrower or borrower's principals or officers? ☐ Yes ☐ No

Is this a 1031 exchange? ☐ Yes ☐ No	If "yes", exchange expiration date:
	Name of Accomodator:
	Email: Phone:

If the purpose of the loan is to finance a **refinance**, please complete the following:

Estimated Value:	Date Acquired:	Original Purchase Price:
$ _____	_____	$ _____

Current Loan Balance? $ _____	Does your existing loan have a remaining prepayment penalty? ☐ Yes ☐ No $ _____ OR % _____

Existing Lender(s):

Cash Out? ☐ Yes ☐ NO	If "yes", describe use of proceeds:

Borrower Information

Borrower/Vesting Entity (1) (Required)

Please check one:
☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Borrower:			Name of Contact (If different):	
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
	Place of Formation:			

Co-Borrower/Vesting Entity (2) (if applicable)

Please check one:
☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Borrower:			Name of contact (if different):	
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
	Place of Formation:			

Co-Borrower/Vesting Entity (3) (if applicable)

Please check one:
☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Borrower:			Name of contact (if different):	
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
	Place of Formation:			

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL BORROWERS

Borrower/Co-Borrower Information

Name of Borrower (1):	Name of Borrower (2):	Name of Borrower (3):

	Borrower (1)	Borrower (2)	Borrower (3)
1. Do you have any existing or prior commercial loans? If "Yes", how many existing or prior loans?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2. How many years of experience does (do) the key principal(s) have in real estate?			
3. How many commercial properties does (do) the key principal(s) own?			
4. Does the borrowing entity or any of its affiliates or principal owners currently guarantee a bank loan or mortgage for another person or entity? If "yes", please attach a page and provide a detailed description including the dollar amount of each of these contingent liabilities.	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5. Has the borrowing entity, principal owners or any of its affiliates been involved in any material lawsuits, judgments or liens filed against the property or an entity having interest in the subject property within the last 10?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6. Has the borrowing entity or any of its principal owners filed for bankruptcy, including Chapter 11?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7. Has the borrowing entity or any of its principal owners ever lost any real estate through foreclosure preceding or deeded property to a lender in lieu of foreclosure?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8. Has the borrowing entity or any of it's affiliates or principal owners ever been charged or convicted of a felony?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9. Have you incurred a loss in any of the past 3 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10. Do you owe any delinquent state or federal taxes?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
11. Is the borrower (if an entity) for sale or under agreement that would change the ownership of the business?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
12. Has the borrower (if an entity) changed names in the past 5 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

If you answered yes to any of the questions above, please attach details.

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL BORROWERS

American First Credit Union

800.290.1112 | amerfirst.org | PO Box 2477, Brea, CA 92822-2477

Borrower/Co-Borrower Required Signatures

The undersigned hereby applies to American First Credit Union ("AFCU") for a loan under the above vesting. The undersigned is fully aware that the financial capability of the named above will undergo the credit review process to qualify for the loan. All charges, costs and fees incurred during this process, which may include, but are not limited to, any and all credit verifications, administrative expenses, property inspection, appraisal, attorneys, consultants or others in connections with the considering this application ("costs") will be incurred by the undersigned and will be deducted from the application costs deposit(s). You agree to pay for these costs even if AFCU declines your loan or you withdraw your application. In the event the initial deposit is insufficient to cover AFCU costs, you will be advised of the deficiency owed to AFCU.

The undersigned acknowledges that all signature copies and faxes can be relied upon by American First Credit Union as it would such original signatures. The undersigned further gives permission to American First Credit Union to share information in this loan application with any Federal, State, or other authorities and/or lenders for the purpose of processing this loan application or participation of this loan with another financial institution and authorizes American First Credit Union to verify my (our) identity. The undersigned hereby authorizes American First Credit Union to initial debit entries to the checking account listed above for the scheduled payments or any credit extension, or renewal thereof, arising from this application. The undersigned certifies that any property and/or proceeds from the proposed
request will be used by the applicant for commercial purpose only and not for any person, family, or household purposes, and that the proposed request would constitute a business loan which is exempted from the disclosure requirements of Regulation Z - Truth in Lending Act. The applicant agrees to indemnify and hold lender harmless from any and all claims, loss, or damage resulting or caused by the request being subject to any of the provisions of the Federal Consumers Credit Protection Act (Truth in Lending Act). The undersigned certifies that he/she has full authority to act on behalf of applicant in connection with the above referenced credit request. If the loan does not close after the lender issues a final approval, the balance of the good faith deposit may be retained by the Credit Union.
I authorize American First Credit Union to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness, including but not limited to credit bureau inquiries, verification of tax returns with the IRS, credit and banking references, and obtaining and reviewing publicly available applicant information from AI. I certify that the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan.

I, the undersigned, hereby certify that the information shown on the above financial statement is true and correct to the best of my knowledge and belief.

Further there have been no material or adverse changes to my financial condition since the date indicated on this statement.

I, the undersigned, further certify that the information shown on the rent roll, operating statements, property income and expense statements are true and correct to the best of my knowledge and belief.

Authorized Borrower Signature (1) (Required)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐
Authorized Borrower Signature (2) (if applicable)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐
Authorized Borrower Signature (3) (if applicable)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL BORROWERS

American First Credit Union

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Guarantor Information

Guarantor (1) (Required)

Please check one: ☐ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Guarantor:	Married ☐ Yes ☐ No	Name of Contact (if different):		
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Date of Birth (Individual) or Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
Driver's License Number: (Individual)	Place of Birth (Individual) or Place of Formation: (Entity)			

Guarantor (2) (If Applicable)

Please check one: ☐ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Guarantor:	Married ☐ Yes ☐ No	Name of Contact (if different):		
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Date of Birth (Individual) or Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
Driver's License: (Individual)	Place of Birth (Individual) or Place of Formation: (Entity)			

Guarantor (3) (If Applicable)

Please check one: ☐ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (LTD or General) ☐ Trust ☐ Other _____

Name of Guarantor:	Married ☐ Yes ☐ No	Name of Contact (if different):		
Physical Address (home address if individual or place of business if entity):	City:	State:	County:	Zip:
Mailing Address (if different):	City:	State:	County:	Zip:
Home Phone:	Cell Phone:	Office/Work Phone:	Email Address:	
SSN (or Tax ID if entity):	Date of Birth (Individual) or Formation Date: (Entity)		Existing American First Credit Union Member? ☐ Yes ☐ No	
Driver's License: (Individual)	Place of Birth (Individual) or Place of Formation: (Entity)			

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL GUARANTORS

Guarantor(s) Information

Name of Guarantor (1):	Name of Guarantor (2):	Name of Guarantor (3):

	Guarantor (1)	Guarantor (2)	Guarantor (3)
1. Do you have any existing or prior commercial loans? If "Yes", how many existing or prior loans?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2. How many years of experience does the guarantor have in real estate?			
3. How many commercial properties does the guarantor own?			
4. Does the guarantor or any of its affiliates or principal owners currently guarantee a bank loan or mortgage for another person or entity? If "yes", please attach a page and provide a detailed description including the dollar amount of each of these contingent liabilities.	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5. Has the guarantor, or any of its affiliates or principal owners been involved in any material lawsuits, judgments or liens filed against the property or an entity having interest in the subject property within the last 10 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6. Has the guarantor or any of its principal owners filed for bankruptcy, including Chapter 11?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7. Has the guarantor or any of its principal owners ever lost any real estate through foreclosure preceding or deeded property to a lender in lieu of foreclosure?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8. Has the guarantor or any of it's affiliates or principal owners ever been charged or convicted of a felony?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9. Has the guarantor incurred a loss in any of the past 3 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10. Does the guarantor owe any delinquent state or federal taxes?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
11. Is the guarantor (if an entity) for sale or under agreement that would change the ownership of the business?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
12. Has the guarantor (if an entity) changed names in the past 5 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
13. Is the guarantor (if individual) a US citizen? (If not, please provide us with the number and a copy of your alien registration card)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
14. Has the guarantor (if individual) relocated from one country to another in the past 5 years?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

If you answered yes to any of the questions above (excluding question #13), please attach details.

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL GUARANTORS

Personal Financial Statement

Complete this form for **each borrower**. This statement and any applicable supporting schedules may be completed jointly by both married and unmarried co-borrowers if their assets and liabilities are sufficiently joined so that the statement can be meaningfully and fairly presented on a combined basis; otherwise separate statements and schedules are required. If the co-borrower section was completed about a non-applicant spouse or other person, this statement and supporting schedules must be completed about that spouse or other person also.

Name(s): ☐ **Completed Jointly** ☐ **Not Jointly**

Name(s):

Assets (Omit Cents)		Liabilities (Omit Cents)	
Checking and Savings (Please propvide verification. Refer to attached Schedule of Liquid Assets)	$	Accounts Payable (Including Credit Cards)	$
IRA or Other Retirement Account — vested interest only. (Please provide verification. Refer to attached Schedule of Liquid Assets)	$	Notes Payable to Banks	$
Accounts & Notes Receivable (Please provide verification)	$	Installment Account (Auto)	$
Real Estate (Describe in Section 2)	$	Installment Account (Other)	$
Life Insurance — Cash Surrender Value Only	$	Loan on Life Insurance	$
Stocks & Bonds (Please provide verification)	$	Mortgages on Real Estate (Describe in Schedule of Real Estate Owned)	$
Closely Held Companies (Net Worth)	$	Unpaid Taxes	$
Other Personal Property. Include Automobile(s), Jewelry, etc.	$	Other Liabilities	$
Other Assets	$	Alimony/Child Support/Separate Maintenance Payments	$
Other Assets	$	**TOTAL LIABILITIES:**	$ 0
TOTAL ASSETS:	$ 0	**TOTAL NET WORTH (Total Assets minus Total Liabilities):**	$ 0

Personal Financial Statement (continued)

Annual Salary $	Annual Net Investment Income $
Annual Real Estate Income $	Other Annual Income (Retirement, Alimony or Child Support*, etc.) $
Outstanding Legal Claims and/or Judgments $	Annual Alimony and/or Child Support Obligation (if applicable) $

* Please Note: Alimony, child support, or separate maintenance income need not be revealed if the Borrower/Co-Borrower or Guarantor(s) does not choose to have it considered for repaying this loan.

Real Estate Owned (List each parcel separately on the attached Schedule of Real Estate Owned). Each attachment must be identified as part of this statement and signed.

DUPLICATE PAGE AS NEEDED

American First Credit Union

SIGNATURE:_____

DATE:_____

Guarantor(s) Required Signatures

The undersigned hereby applies to American First Credit Union ("AFCU") for a loan under the above vesting. The undersigned is fully aware that the financial capability of the named above will undergo the credit review process to qualify for the loan. All charges and fees incurred during this process, which may include, but are not limited to, any and all credit verifications, administrative expenses, property inspection, appraisal, attorneys, consultants or others in connections with the considering this application ("expenses") will be incurred by the undersigned and will be deducted from the good faith deposit(s). You agree to pay for these expenses even if AFCU declines your loan. In the event the initial deposit is insufficient to cover AFCU expenses, you will be advised of the deficiency owed to AFCU.

The undersigned acknowledges that all signature copies and faxes can be relied upon by American First Credit Union as it would such original signatures. The undersigned further gives permission to American First Credit Union to share information in this loan application with any Federal, State, or other authorities and/or lenders for the purpose of processing this loan application or participation of this loan with another financial institution and authorizes American First Credit Union to verify my (our) identity. The undersigned hereby authorizes American First Credit Union to initial debit entries to the checking account listed above for the scheduled payments or any credit extension, or renewal thereof, arising from this application. The undersigned certifies that any property and/or proceeds from the proposed request will be used by the applicant for commercial purpose only and not for any person, family, or household purposes, and that the proposed request would
constitute a business loan which is exempted from the disclosure requirements of Regulation Z - Truth in Lending Act. The applicant agrees to indemnify and hold lender harmless from any and all claims, loss, or damage resulting or caused by the request being subject to any of the provisions of the Federal Consumers Credit Protection Act (Truth in Lending Act). The undersigned certifies that he/she has full authority to act on behalf of applicant in connection with the above referenced credit request. If the loan does not close after the lender issues a final approval, the balance of the good faith deposit may be retained by the Credit Union.

I authorize American First Credit Union to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness, including but not limited to credit bureau inquiries, verification of tax returns with the IRS, credit and banking references, and obtaining and reviewing publicly available applicant information from AI. I certify that the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan.

I, the undersigned, hereby certify that the information shown on the above financial statement is true and correct to the best of my knowledge and belief.

Further there have been no material or adverse changes to my financial condition since the date indicated on this statement.

I, the undersigned, further certify that the information shown on the rent roll, operating statements, property income and expense statements are true and correct to the best of my knowledge and belief.

Authorized Guarantor Signature (1) (Required)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐
Authorized Guarantor Signature (2) (if applicable)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐
Authorized Guarantor Signature (3) (if applicable)	Title	Date	Applying for Joint Credit? **YES** ☐ **NO** ☐

DUPLICATE PAGE AS NEEDED FOR ADDITIONAL GUARANTORS

American First Credit Union

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Account Numbers (IRA and Deferred Accounts Excluded): _____ ☐ New ☐ Update Existing Card dated: _____

American First Credit Union (the "Credit Union")

APPLICATION AND AGREEMENT FOR CREDIT UNION ACCOUNT IN THE NAME OF TRUSTEE(S)

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Trust Information

The funds in trust for the above-referenced account(s) are controlled by the Trust Instrument entitled (name of trust):	The trust was executed on (date):

The trust referred to above is: ☐ Revocable ☐ Irrevocable

Trustor Information (the person(s) who created the trust)

Name of Trustor (1):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State: / Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Name of Trustor (2):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State: / Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Trustee Information

If ***all*** trustees are the same as ***all*** trustors, simply check this box: ☐ Otherwise, complete the information below.

Name of Trustee(1):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State: / Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Name of Trustee (2):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State: / Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Successor Trustee Information

Trustee(s) affirm that the person(s) named below are designated as successor trustee(s) under the Trust Instrument in the event that all of the trustee(s) named above resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the trust.
This Application and Agreement will not be approved unless successor trustee(s) are designated below.

Name of Successor Trustee (1):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State:	Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Name of Successor Trustee (2):	Last:	First:	MI:
Address:			Social Security Number:
Date of Birth:	Driver's Lic. No.:	State:	Issue Date:	Exp. Date:
Email Address:		Mother's Maiden Name:	

Beneficiary Information

Name of Beneficiary (1):	Last:	First:	MI:
Address:			
Social Security Number:			
Email Address:		Mother's Maiden Name:	

Name of Beneficiary (2):	Last:	First:	MI:
Address:			
Social Security Number:			
Email Address:		Mother's Maiden Name:	

Name of Beneficiary (3):	Last:	First:	MI:
Address:			
Social Security Number:			
Email Address:		Mother's Maiden Name:	

Terms and Conditions	
1	The trustee(s), on behalf of the trust, and with the trustor(s) named above agree to conform to the Credit Union's bylaws, the terms and conditions of this Application and Agreement, as well as the Account Agreement and Truth-in-Savings Disclosure, receipt of which is hereby acknowledged and which are incorporated herein by this reference.
2	If this is a revocable trust, one or more trustor(s) must be member(s) of the Credit Union. If this is an irrevocable trust, either the trustor or beneficiary must be members or, in the case of multiple trustors or beneficiaries, all the trustors or all of the beneficiaries must be members in the Credit Union. All accounts opened in the name of the trust belong solely to the trust. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204. It is understood that the trust under this Application and Agreement has no voting rights at any membership meeting, although the individual member/trustor(s) retain their personal voting rights if they retain individual membership at the Credit Union.
3	THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR KNOWLEDGE OF ITS CONTENTS. Trustee(s) and not the Credit Union assume full responsibility for enforcing the provisions of the Trust Instrument.
4	In the event that all named trustee(s) and successor trustee(s) die, resign, become incapacitated, refuse to act, or the Credit Union receives conflicting instructions, the Credit Union reserves the right to freeze or interplead any and all funds held in accounts opened under this Application and Agreement and to deduct its attorneys' fees for any interpleader action from the trust account funds.
5	If there is a change in the parties or terms of the trust, including, but not limited to, a change in trustors or trustees, all trustor(s) and trustee(s) agree to execute a new Application and Agreement. Such change shall not be effective until the Credit Union has received a properly completed and executed Application and Agreement and has had a reasonable opportunity to act on it. In the event of a change of address of trustors/trustees, the trustee(s) agree to notify the Credit Union promptly of such change(s).
6	The trustee(s) certify that they are duly appointed under the Trust Instrument and that, by the authority vested in them under the Trust Instrument, any trustee, acting alone or jointly, is authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the above-named trustee(s), acting alone or jointly, shall be valid and discharge the Credit Union from any liability.
7	Trustee(s) may authorize the transaction of any business on accounts held at the Credit Union in the name of the trust by their verbal or written instruction to the Credit Union. Trustee(s) may obtain funds from the trust's accounts in their names or the names of third parties upon trustee's(s) verbal or written instruction.
8	Trustee(s) certify that the Trust Instrument provides that the trustee(s) may receive, take possession of, release, assign, mortgage, pledge, hypothecate, or otherwise use assets of the trust as security for a loan from the Credit Union or any other purpose except as specifically set forth below:
9	If the trustee(s) named on this Application and Agreement borrow from the Credit Union and the Trust Instrument must be examined by a third party (for example, a title company), the Credit Union agrees to forward a copy of the Trust Instrument from the trustee(s) to the third party only if trustee(s) present a sealed envelope containing the Trust Instrument to the Credit Union. The Credit Union will not accept copies of the Trust Instrument that are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instrument in its files or be liable for the contents of a Trust Instrument. The trustee(s) shall sign on a form designated by the Credit Union that the Credit Union has received the Trust Instrument in a sealed envelope when the trustee(s) present(s) the Trust Instrument to the Credit Union.
10	Trustee(s) agree that if they borrow from the Credit Union and use trust assets as collateral, then the trustor(s) or the trustee(s), as members of the Credit Union, will, by signing all documents relating to the loan, obligate themselves as individuals in addition to the signatures of the trustee(s) on behalf of the trust.
11	Trustee(s) agree to promptly notify the Credit Union if any of the trustor(s) or trustee(s) die or become incapacitated. Prior to any successor trustee(s) transacting business on accounts held at the Credit Union in the name of the trust (including any withdrawal pursuant to Section 12 below), the successor trustee(s) must provide the Credit Union with either a notarized letter of resignation signed by the existing trustee(s), a certified copy of the death certificate for the trustee(s), or any physician(s) letter(s) (or judicial declaration(s)) regarding the trustee's(s') incompetency. The successor trustee(s) must complete a new Application and Agreement as well as a Certification of Trust. Death, resignation, or incapacity of any trustee or trustor shall not revoke the authority of the Credit Union to act under this Application and Agreement until written notice of the death, resignation, or incapacity has been presented to the Credit Union and the Credit Union has reasonable opportunity to act on it. However, upon presentation of a certified copy of trustee's(s') death certificate(s), notarized resignation letter, or physician(s) letter(s) (or judicial declaration(s)) regarding the trustee's(s') incompetency, the Credit Union is authorized to act upon designated successor trustee(s) instructions in accordance with the terms of this Application and Agreement.
12	Successor trustee(s) shall close all accounts opened under this Application and Agreement within 90 days after receiving notification of death, resignation, or incapacity of the trustee(s). The Credit Union is authorized, but not required, to close any accounts opened under this Application and Agreement upon the 91st day after receiving notice of the trustee's(s) death(s) and mail a check to the designated successor trustee(s) for the balance of the account and made payable to the designated successor trustee(s) as trustee(s) for the above-named trust. The parties may be able to maintain the trust accounts at the Credit Union under a new Application and Agreement. See a Credit Union account representative for eligibility.
13	Trustor(s) and trustee(s) acknowledge and agree that the Credit Union's sole obligation to the trustor(s)/trustee(s) is as a depository institution and is a debtor/creditor relationship and nothing in this Application and Agreement or in the Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under the Trust Instrument or otherwise.
14	The trustor(s) and trustee(s) hereby agree for the trust, themselves, and all trust beneficiaries to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including, but not limited to, court costs and attorneys' fees, resulting from any and all liability, loss, or damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, or transaction of any business on any trust account at the Credit Union. The trustor(s) and trustee(s), on behalf of the trust, agree to pay any necessary expenses, attorneys' fees, or costs incurred by the Credit Union in the enforcement of this Application and Agreement.
15	Trustor(s) and trustee(s) acknowledge and agree that the Credit Union is relying upon the statements, representations, and warranties made by the trustor(s) and trustee(s) contained in this Application and Agreement, and that the Credit Union shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself or the authority or powers of the trustee(s) under the governing Trust Instrument to establish, maintain, or transact any business on the trust accounts. The Credit Union reserves the right, at any time, to require the trustee(s) to execute and provide a Certification of Trust pursuant to California Probate Code Section 18100.5, in form and substance acceptable to the Credit Union, affirming the existence of the trust and the authority and powers of the trustee(s) thereunder.
16	This Application and Agreement incorporates the full and complete understanding concerning the accounts, and the transaction of business thereon, at the Credit Union for the above-named trust.

Request For Taxpayer Identification Number

Part I | **Taxpayer Identification Number (TIN) and Exemptions**

Enter your TIN in the appropriate box. For individuals, this is your Social Security Number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see Part I of "Specific Instructions" to Payer's Request for Taxpayer Identification Number and Certification in Instructions to IRS Form W-9.** For other entities, it is your Employer Identification Number (EIN). If you do not have a number, see **How to get a TIN** in "Specific Instructions," Part I.

Note: *If the account is in more than one name, see the chart in the Instructions to IRS Form W-9 for guidelines on "What Name and Number to Give the Requestor."*

SOCIAL SECURITY NUMBER

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

EMPLOYER IDENTIFICATION NUMBER

___ ___ - ___ ___ ___ ___ ___ ___ ___

Exemptions

Note Regarding Exempt Payee Code: *If you are exempt from backup withholding, you should provide an Exempt Payee Code to avoid possible erroneous backup withholding.*

Note Regarding Exemption from FATCA Reporting Code: *If you are only submitting this form for an account you hold in the United States, you may leave this field blank.*

EXEMPT PAYEE CODE (IF ANY)

_____

EXEMPTION FROM FATCA REPORTING CODE (IF ANY)

_____

Part II | **Certification**

By signing below, you certify, under the penalties of perjury, that:

1. The number shown on this form is your correct Taxpayer Identification Number (or you are waiting for a number to be issued to you); and
2. You are not subject to backup withholding because: (a) you are exempt from backup withholding; or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified you that you are no longer subject to backup withholding; and
3. You are a U.S. person (including a U.S. resident alien); and
4. The FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

Certification Instructions. Cross out **item 2** above if you have been notified by the IRS that you currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

Sign Here

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person ➤ **Date** ➤

ALL TRUSTOR(S) AND TRUSTEE(S) MUST SIGN BELOW

The trustor(s) and trustee(s) certify that the information on this form above is true and correct and agree to its terms and conditions. The trustee(s) also certify that the signatures appearing below are genuine signatures of said authorized persons.

IF THE TRUSTOR(S) IS/ARE ALSO THE TRUSTEE(S) UNDER THE TRUST INSTRUMENT, AND HAVE CHECKED THE BOX IN THE "TRUSTEE INFORMATION" SECTION ABOVE, THE TRUSTEE(S)/TRUSTOR(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE.

Signature As ☐ Trustor ☐ Trustee Date

Signature As ☐ Trustor ☐ Trustee Date

Signature As ☐ Trustee ☐ Trustee Date

Signature As ☐ Trustor ☐ Trustee Date

FOR CREDIT UNION USE ONLY

Opened By:	Date:
Branch:	Eligibility:
ID Verified?: ☐ Yes ☐ No	Method Used:
Resolution of Any Substantive Discrepancy:	
Date Approved:	By Credit Union Officer: