

# **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



# **Commercial Loan Application**

**Entity Application** 

# **Property & Loan Information**

		Туре о	of Loa	an Reque	st				
Use of Funds: Pr	urchase	Rate & Term Refinar	nce	Cash-	Out Refin	iance			
		Prope	erty li	nformatio	n				
Property Address:		City:			ST	:	Zip		County:
Property Type:				lf "Other," ple	ase desci	ribe:	-	-	
Leasehold? Yes No		and conforming? Yes No		HOA? Y	′es	No		% Οςςι	upied
Year Built:	No. Buildings:	No. Flo	ors:		Acre	s:			Parking Spots:
Gross Sq. Feet:		Number of Units:			•	F	Property Co	ndition:	
	Prin	nary Loan Ser	rvicir	ng Contac	t Info	rmat	tion		
Name of Primary Contact (for all loan servicing needs): Home Phone:				Cell Phone:		0	ffice Phone	:	Email Address:
Primary Mailing Address (for all loan	n correspondence, r	nortgage statements,	etc.):	City:				State:	Zip Code:
		Trans	actic	on Informa	ation				
If the purpose of the loan is to fina Purchase Pr \$			owing: Cash Do	own:			Pur	rchase Clo	osing Date:
Is seller a friend, relative, or affiliat	e of borrower or bo	rrower's principals or o	officers	?				Yes	No
Is this a 1031 exchange?	Yes	No		lf "yes", exchar	nge expira	ation d	late:		
				Name of Acco	omodator	:			
				Email:				Phone:	
	If the purpose of the loan is to finance a <b>refinance</b> , please complete the following: Estimated Value: Date Acquired: Original Purchase Price:						rchase Price:		
\$							\$		
Current Loan Balance?	Does refina \$	nced loan have a prepa	ayment	t penalty? OR	%		Yes	No	
Existing Lender(s):									
Cash Out? Yes NO	If "yes", des	scribe use of proceeds:	:						

# **Borrower Information**

Borrower/Vesting Entity (1) (Required)									
Please check one: Limited Li	ability Company	Corporation	Partners	hip (LTD or General)	Trust	Oth	er		
Name of Borrower: Name of Contact (If different):									
Physical Address (home address i if entity):	f individual or place of	business	City:		State:	County:		Zip:	
Mailing Address (if different):			City:		State:	County:		Zip:	
Home Phone:	Cell Phone:		1	Office/Work Phone	2:		Email Address:	L	
SSN (or Tax ID if entity):		Formatio (Entity)	n Date:	I			Existing America Member?	n First Credit Union	
		Place of F	ormation:				Yes	No	
	Co-Bo	orrower/	Vesting E	Entity (2) (if ap	oplicabl	e)			
Please check one: Limited Li	iability Company	Corporation		ship (LTD or General)			ner		
Name of Borrower:				Name of contact (if	different):				
Physical Address (home address if entity):	if individual or place of	of business	City:		State: County:			Zip:	
Mailing Address (if different):			City:		State: County:			Zip:	
Home Phone:	Cell Phone:			Office/Work Phone	2:	•	Email Address:		
SSN (or Tax ID if entity):		Formatio (Entity)	n Date:				Existing American First Credit Union Member?		
		Place of F	ormation:				Yes No		
	Co-Bo	orrower/	Vesting E	Entity (3) (if ap	oplicabl	e)			
Please check one: Limited	Liability Company	Corporat	ion Partn	ership (LTD or Gener	al) Tru	ust O	ther		
Name of Borrower:				Name of contact (if	different):				
Physical Address (home address i if entity):	f individual or place of	business	City:		State:	County	:	Zip:	
Mailing Address (if different):			City: State: County:					Zip:	
Home Phone:	Cell Phone:			Office/Work Phone	2:		Email Address:		
SSN (or Tax ID if entity):		Formatio (Entity)	n Date:	-			Existing American First Credit Union Member?		
		Place of F	ormation:				Yes	No	
	DUPLICATE PAGE AS NEEDED FOR ADDITIONAL BORROWERS								



Name of Borrower (1):	Borrower/Co-Bo Name of Borrower (2):		Ionnation	1	orrower (3):		
		Borrowe	er (1)	Borrower	r (2)	Borrower	r (3)
<ol> <li>Do you have any existing or prior commerce If "Yes", how n</li> </ol>	ial loans? nany existing or prior loans?	Yes	No	Yes	No	Yes	No
2. How many years of experience does (do) t estate?	he key principal(s) have in real						
3. How many commercial properties does (do	b) the key principal(s) own?						
<ol> <li>Does the borrowing entity or any of its affil currently guarantee a bank loan or mortgag lf "yes", please attach a page and provide a detail amount of each of these contingent liabilities.</li> </ol>	ge for another person or entity?	Yes	No	Yes	No	Yes	No
<ol> <li>Has the borrowing entity, principal owner- volved in any material lawsuits, judgments erty or an entity having interest in the si 10?</li> </ol>	s or liens filed against the prop-	Yes	No	Yes	No	Yes	No
6. Has the borrowing entity or any of its princ bankruptcy, including Chapter 11?	ipal owners filed for	Yes	No	Yes	No	Yes	No
7. Has the borrowing entity or any of its princ estate through foreclosure preceding or de lieu of foreclosure?		Yes	No	Yes	No	Yes	No
8. Has the borrowing entity or any of it's affili been charged or convicted of a felony?	ates or principal owners ever	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
<ol> <li>Is the borrower (if an entity) for sale or uno change the ownership of the business?</li> </ol>	der agreement that would	Yes	No	Yes	No	Yes	No
12. Has the borrower (if an entity) changed na	mes in the past 5 years?	Yes	No	Yes	No	Yes	No
If you answ	wered yes to any of the qu	estions ab	ove, please	e attach deta	ails.		
DUP	LICATE PAGE AS NEEDED	FOR ADDI	<b>FIONAL</b> BC	ROWERS			



## **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, etc. 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						



## **Guarantor Information**

		Gu	arantor (	1) (Required)				
Please check one: Individual Limited Liab	ility Company	Corpora Partners	tion ship (LTD or Ge		Trust Other			
Name of Guarantor:			Married Yes No	Name of Contact (if	different):			
Physical Address (home address if indi if entity):	vidual or place of	business	City:		State:	County		Zip:
Mailing Address (if different):			City:		State:	County	:	Zip:
Home Phone:	Cell Phone:			Office/Work Phone	2:		Email Address:	
SSN (or Tax ID if entity):		Date of B (Individual)	irth	or Formation Date (Entity)	::		Existing America Member?	n First Credit Union
Driver's License Number: (Individual)		Place of B (Individual)	lirth	or Place of Format (Entity)	ion:		Yes	No
		Gua	rantor (2)	(If Applicable	e)			
Please check one: Individual Limited Liabil	ity Company	Corporat Partnersl	ion nip (LTD or Ge		rust )ther			
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:				State:	County	County: Zip:		
Mailing Address (if different):			City:		State:	County:		Zip:
Home Phone:	Cell Phone:			Office/Work Phone	2:		Email Address:	
SSN (or Tax ID if entity):		Date of B (Individual)	irth	or Formation Date (Entity)	::		Existing Americar Member?	First Credit Union
Driver's License: (Individual)		Place of E (Individual)	Birth	or Place of Format (Entity)	ion:		Yes	No
		Gua	rantor (3)	) (If Applicable	e)			
Please check one: Individual Limited Liabili	ty Company	Corporati Partnersh	on ip (LTD or Ger	neral) O	ust ther			
Name of Guarantor:			Married Yes No	Name of Contact (if	different):			
Physical Address (home address if indiv if entity):	idual or place of b	ousiness	City:		State:	County		Zip:
Mailing Address (if different):			City:		State:	County:		Zip:
Home Phone:	Cell Phone:			Office/Work Phone	2:		Email Address:	
SSN (or Tax ID if entity):		Date of B (Individual)	irth	or Formation Date (Entity)	::		Existing Americar Member?	First Credit Union
Driver's License: (Individual)		Place of E (Individual)	Birth	or Place of Format (Entity)	ion:		Yes	No

### DUPLICATE PAGE AS NEEDED FOR ADDITIONAL GUARANTORS



Name of Guarantor (1):	Name of Guarantor (2)	):		Name	of Guarantor (3	3):	
		Guaran	tor (1)	Guaranto	or (2)	Guaran	tor (3)
<ol> <li>Do you have any existing or prior commercial If "Yes", how man</li> </ol>	oans? y existing or prior loans?	Yes	No	Yes	No	Yes	No
2. How many years of experience does the guar	antor have in real estate?						
3. How many commercial properties does the g	uarantor own?						
4. Does the guarantor or any of its affiliates or p guarantee a bank loan or mortgage for anothe If "yes", please attach a page and provide a detailed amount of each of these contingent liabilities.	er person or entity?	Yes	No	Yes	No	Yes	No
5. Has the guarantor, or any of its affiliates or involved in any material lawsuits, judgment the property or an entity having interest in t within the last 10 years?	s or liens filed against	Yes	No	Yes	No	Yes	No
6. Has the guarantor or any of its principal own including Chapter 11?	ers filed for bankruptcy,	Yes	No	Yes	No	Yes	No
7. Has the guarantor or any of its principal own through foreclosure preceding or deeded pro foreclosure?		Yes	No	Yes	No	Yes	No
8. Has the guarantor or any of it's affiliates or problem been charged or convicted of a felony?	rincipal owners ever	Yes	No	Yes	No	Yes	No
9. Has the guarantor incurred a loss in any of th	ne past 3 years?	Yes	No	Yes	No	Yes	No
0. Does the guarantor owe any delinquent state	e or federal taxes?	Yes	No	Yes	No	Yes	No
11. Is the guarantor (if an entity) for sale or under would change the ownership of the business		Yes	No	Yes	No	Yes	No
12. Has the guarantor (if an entity) changed nam	nes in the past 5 years?	Yes	No	Yes	No	Yes	No
<ol> <li>Is the guarantor (if individual) a US citizen? ( the number and a copy of your alien registra</li> </ol>		Yes	No	Yes	No	Yes	No
14. Has the guarantor (if individual) relocated fr the past 5 years?	om one country to another in	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 coborrowers 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) Mo. Payments (\$)	\$			
Real Estate (Describe in Section 2)	\$	Installment Account (Other) Mo. Payments (\$)	\$			
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:	\$			
TOTAL ASSETS:	\$	TOTAL NET WORTH (Total Assets minus Total Liabilities):	\$			
Pe	rsonal Financial St	atement (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 PA	GE AS NEEDED				



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, etc. 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						



## **Borrower Vesting Information**

Please use this map to outline the organizational structure of the Borrowing Entity. Please complete for each Borrowing Entity.

Note: If the ownership structure does not fit into this chart, please adjust the chart accordingly to provide an organizational chart in similar format and content.

	Borrower/Vesting Entity	
	Entity Name	
	Entity Type	
	LLC Corporation Partnership (Ltd or Genral)	
	Tax ID#	
	State of Organization Date Entity Formed	
Entity /Trust / Individual First & Last Name:	Entity / Trust / Individual First & Last Name: En	ity /Trust / Individual First & Last Name:
Entity Type or Role/Title:	Entity Type or Role/Title: En	tity Type or Role/Title:
ElN# (if entity) or SSN# (if Individual):	EIN# (if entity) or SSN# (if Individual):	l# (if entity) or SSN# (if Individual):
State of Origination % of Ownership (Leave Blank if Individual)		ate of Origination % of Ownership ave Blank if Individual)
Entity /Trust / Individual First & Last Name:	Entity / Trust / Individual First & Last Name:	tity /Trust / Individual First & Last Name:
Entity Type or Role/Title:	Entity Type or Role/Title: En	tity Type or Role/Title:
EIN# (if entity) or SSN# (if Individual):	EIN# (if entity) or SSN# (if Individual):	l# (if entity) or SSN# (if Individual):
State of Origination % of Ownership (Leave Blank if Individual)		ate of Origination % of Ownership eave Blank if Individual)
Entity /Trust / Individual First & Last Name:	Entity / Trust / Individual First & Last Name: En	tity /Trust / Individual First & Last Name:
Entity Type or Role/Title:	Entity Type or Role/Title: En	tity Type or Role/Title:
EIN# (if entity) or SSN# (if Individual):	EIN# (if entity) or SSN# (if Individual):	1# (if entity) or SSN# (if Individual):
State of Origination % of Ownership (Leave Blank if Individual)		ate of Origination % of Ownership eave Blank if Individual)

\* Type: Individual(s), General Partnership, Limited Partnership, Limited Liability Company, Corporation, etc.

\*\* Role: General Partner, Limited Partner, Shareholder, Trustee, Member, Managing Member, Individual, President, etc.

I hereby certify that the above vesting map accurately reflects the ownership interests of the existing, or to be formed, borrowing entity for the proposed loan transaction.

Ву:	Date:
Title:	



# 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 activit	es, 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.

The funds in trust for the above-referenced account(s) are controlled by the Trust Instrument entitled (name of trust):			The tr	The trust was executed on (date):						
The trust referred to above is:	Revocable									
Trustor Information (the		the truet)								
Name of Trustor (1):	Last:	i the trust		First:			MI:			
Address:						Social S	ecurity Number:			
Date of Birth:	Driver's Lic. N	0.:		State:	Issue Date:		Exp. Date:			
Email Address:					Mother's Maiden Name:					
Name of Trustor (2):	Last:			First:			MI:			
Address:	I			1		Social S	L Liecurity Number:			
Date of Birth:	Driver's Lic. N	0.:		State:	Issue Date:		Exp. Date:			
Email Address:	I			1	Mother's Maiden Name:		1			
Trustee Information										
		s, simply check this box:			complete the information	on below.				
Name of Trustee(1):	Last:			First:			MI:			
Address:						Social S	ecurity Number:			
Date of Birth:	Driver's Lic. N	0.:		State:	Issue Date:		Exp. Date:			
Email Address:	I			1	Mother's Maiden Name:					
Name of Trustee (2):	Last:			First:			MI:			
Address:	l I					Social S	ecurity Number:			
Date of Birth:	Driver's Lic. N	0.:		State:	Issue Date:	l	Exp. Date:			
Email Address:	I				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:	I		MI:
Address:				Social Se	L curity Number:
Date of Birth:	Driver's Lic. No.:	State:	Issue Date:		Exp. Date:
Email Address:		I	Mother's Maiden Name:		I
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:			

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	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
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13	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. 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'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. The trustor(s) and trustee(s) hereby agree for the trust, themselves, and all trust benefic

Terms and Conditions

Requ	est 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		
	tions egarding Exempt Payee Code: If you are exempt from backup withholding, you should provide an Exempt Payee Code to avoid e erroneous backup withholding.	EXEMPT PAYEE CODE (IF ANY)		
	egarding Exemption from FATCA Reporting Code: If you are only submitting this form for an account you hold in the United States, y leave this field blank.	EXEMPTION FROM FATCA REPORTING CODE (IF ANY)		
Part II	Certification			
By sign	ing 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.			
Certific	ation Instructions. Cross out item 2 above if you have been notified by the IRS that you currently subject to backup withholding because you ha	ve failed to report all interest or dividends on your tax return.		
	Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications red	uired to avoid backup withholding.		

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

Date >

Signature of U.S. Person >

Sign Here

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 Trustor 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:			