

# ACCOUNT IN THE NAME OF REVOCABLE LIVING TRUST (RLT) INSTRUCTIONS

Thank you for your interest in establishing an account in the name of your revocable living trust with Pentagon Federal Credit Union (PenFed).

Before completing the following forms, please confirm your trust is a revocable living trust (RLT). If your trust is an irrevocable trust (IRT), separate forms must be completed.

An RLT may be amended (changed) or terminated by the grantor at any time.

To establish an RLT account with PenFed, form 74 and form 77 must be completed. All other forms are dependent on which accounts you are opening/re-titling.

A copy of your trust is not required.

## INSTRUCTIONS FOR COMPLETION OF EACH FORM:

**Declaration of Trust (Form 74):** Information about the grantor(s), trustee(s), successor trustee(s), and beneficiaries is provided on this form. The grantor and trustee section must be completed in full. Complete successor trustees and beneficiary sections only if they are listed in your trust. Please also provide the name of your trust, the date the trust was established (UTD), and the Social Security number/tax identification number (TIN) of the trust. One of the grantors must sign the bottom of this form.

Application and Agreement for Account(s) for a Revocable Living Trust (Form 77-RLT): Please provide the name of the trust at the top of this form. Accounts you wish to re-title or open in the name of the trust must be listed, and the appropriate forms for each account completed. All primary trustees listed on form 74 must sign the bottom of this form.

**Regular Share Account Application (Form 13-RLT):** Complete this form if you wish to establish a secondary account in the name of your trust. Your primary Share account cannot be re-titled into your RLT, and must remain in your name to maintain your PenFed membership.

Checking Account Application (Form 151-RLT): This form is to be completed if you already have a checking account you wish to re-title to your trust or if you wish to establish a new checking account. If you are requesting to re-title your checking account, please specify your full checking account number on the form.

**Money Market Savings Account Application (Form 400-RLT):** This form is to be completed if you already have a Money Market Savings Account (MMSA) you wish to re-title to your trust, or if you wish to establish a new MMSA. If you are requesting to re-title, please specify your full MMSA number on the form.

Amendment to Share Certificate Agreement (Form 771): This form is to be completed if you wish to re-title a Money Market Share Certificate. All primary trustees must sign/complete the section titled "Revocable or Irrevocable Trust." The primary owner of the certificate must sign and list their Social Security number at the top of the form.

Money Market Certificate Application (Form 688): This form is to be completed if you wish to establish a new Money Market Share Certificate in the name of your trust.

### **IMPORTANT NOTES:**

- You cannot re-title your primary share account, loans or Individual Retirement Accounts (IRAs).
- You can list your trust as the beneficiary of your primary share and IRAs by completing form 13 (for the Share) and form 732 (for the IRA).
- If your RLT has its own tax identification number (TIN), please complete a membership application, as the RLT will have its own membership file separate from your membership.
- If an account you wish to re-title to your RLT has a joint owner who is not a primary trustee of the RLT, please contact us for joint removal paperwork, as they will have to relinquish their ownership of the account.
- ATM and debit cards are permitted if the grantor is also a trustee.



# APPLICATION AND AGREEMENT FOR AN ACCOUNT(S) FOR A REVOCABLE LIVING TRUST

The undersigned trustee(s) is applying for a revocable trust account(s) in the name of: (enter full trust name)

mand, suits, damages or losses incurred by PenFed resulting from its good faith reliance on the information set forth in this agreement, the Declaration of Troor instruction, written or oral, regarding the accounts established pursuant to this Agreement.  The provisions of this Agreement and Declaration of Trust shall remain in effect until written notice of termination or modification has been received by PenFNO CHANGES, ADDITIONS, ERASURES, DELETIONS, OR CROSSING THROUGH OF THE PRINTED PORTION OF THIS AGREEMENT SHALL BE VAOR BINDING ON PENFED.  Trustee(s):  (Signature)  (Date)  (Soc. Sec. No.)
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The trustee(s) acknowledge PenFed shall act in its capacity as a financial institution and assumes no responsibility for the actions of the trustee(s) or success trustee(s). The trustee(s) or successor trustee(s) agree on behalf of the trust and its beneficiary(ies) to indemnify and hold PenFed harmless from a claim,
The trustees acknowledge all trustees may pledge funds on deposit as security for a loan in the names of the grantor(s).
PenFed may unilaterally amend this agreement upon 30 days prior written notice.
Deposits received in this account will be subject to collection through normal banking channels, and PenFed's hold policy, and in accordance with the laws the Commonwealth of Virginia. All trustees are responsible for returned items.
Upon the death of the grantor, or, if more than one grantor, upon the death of the last surviving grantor, the balance remaining in the account(s) shall be dist uted by PenFed pursuant to the instructions of the trustee(s) or successor trustee(s). These accounts will not be maintained more than four (4) years after death of the last surviving trustee.
The trustee(s) acknowledge PenFed may terminate all accounts which it, in its sole discretion, determines are maintained in a manner deemed contrary to s and sound financial practices.
The trustee(s) agree to immediately inform PenFed of changes to the Revocable Trust Agreement and will deliver a revised Declaration of Trust to PenFed Changes will not be effective to the account(s) until the revised Declaration of Trust has been received by PenFed, and its receipt has been acknowledged.
If more than one trustee is listed, PenFed is authorized to recognize all of the provided trustees' signatures provided for the completion of transactions. Trustees whose signatures appear on this agreement are authorized to endorse checks, notes, share certificates, or other instruments owned or held by trust for deposit, or for collection by PenFed; to waive demand, protest, notice of protest or dishonor a check, note, draft, or other instrument made, drawn endorsed by a trustee(s) to terminate the account upon notice to PenFed, and to sign checks, drafts, withdrawal slips, or vouchers, or other orders of withdraw Sums deposited and accumulations to the account shall be held and subject to the withdrawal or receipt of a trustee. PenFed is not liable for a payment made to a trustee.
The trustee(s) agree sums deposited or added to the account(s) established pursuant to this agreement and the dividends paid or credited will be held by trustee(s) in accordance with the terms of the above-named trust.
Accounts established pursuant to this agreement shall be governed by PenFed's specific share account agreements, as provided on the reverse, PenI bylaws, policies and procedures, and other rules and regulations, and the amendments made to them. Further, signature card(s) and account applications made to the trustee(s).
The trustee(s) affirm the authority to establish or re-title the account(s) for the trust has been granted pursuant to a Revocable Trust Agreement as evidenced the Declaration of Trust which accompanies this application and agreement. The trustee(s) acknowledge and agree Pentagon Federal Credit Union (PenFed relying upon the statements and representations made by the trustee(s) in this agreement, and PenFed is not responsible for verifying the existence or valid of the trust, or the powers and authority granted therein.
Generally a Regular Share Account in the name of the trustor must be maintained for membership and tax reporting.
Secondary Share Account Access America Checking Account Money Market Savings Account Share Certificate(s)
In addition to the required Regular Share Account, the trustees request the establishment of the following new accounts:
The trustees request the retitlting of the following account(s):
The tax identification number (TIN) for the trust is (required).
to be established pursuant to the terms and conditions set forth below.

## PENTAGON FEDERAL CREDIT UNION ACCOUNT AGREEMENTS

#### MEMBERSHIP AGREEMENT

The words "I," "me," "my," "myself" mean each person signing the Membership Application/Signature Card including anyone who has access to the account(s).

- 1. I understand thi account shall be governed by the Code of Virginia, federal laws, National Credit Union Administration (NCUA) Rules and Regulations, and the bylaws and policies and procedures of the credit union and amendments thereto. This account shall be subject to other terms and conditions which are subject to change upon notice to me.
- 2. I agree PenFed has the right pursuant to its statutory lien, and I give my express consent to enable PenFed to charge against a balance in my PenFed accounts, including accounts on which I am a joint owner, to include otherwise statutorily protected funds that may not otherwise be available by legal process, to liquidate PenFed indebtedness owed by me or a person who is listed as a joint owner on my accounts with PenFed, including a deceased joint owner. This provision does not include my IRA account or other accounts for which this provision is not permitted under Internal Revenue Code, Pen-Fed may take such action without further notice to me or a joint owner. In regard to those funds having a statutory protection, I understand I may withdraw my express consent for PenFed to apply such funds to pay such indebtedness by notifying PenFed in writing. If my consent is withdrawn, PenFed may, in its sole discretion, terminate services I have with the credit union.
- 3. I expressl authorize PenFed to procure upon its request from a person, partnership, credit reporting agency, association, firm, or corporation a credit report, and for such person to furnish PenFed with said credit report concerning financial services I may request or obtain from PenFed as well as subsequent re-evaluation of such financial services.
- 4. If I have caused PenFed to incur a loss due to my activities, or if accounts at PenFed are maintained by me in a manner PenFed, in its sole discretion, deems contrary to sound financial practice, I agree PenFed may terminate all accounts or services which I may receive from PenFed with the exception of my Regular Share Account
- 5. I understand if all my shares in PenFed are withdraw my membership in PenFed may be terminated. Funds in my accounts will be subject to collection through normal banking channels and PenFed's hold policy.
- I agree my share accounts are not transferable except on the records of PenFed.
- 7. I agree payment of money in the account on the written instructions of an authorized person excuses PenFed of further legal obligation regarding the proceeds of the transaction. I agree to indemnify and hold PenFed harmless from suits or liability, directly or indirectly, resulting from the handling of the account consistent with the written instructions of an authorized person. PenFed may refuse to honor my instruction if it is unclear or the signature appears not to be authentic.
- 8. Financial services provided by PenFed may be used for any transaction permitted by law. I agree illegal use of financial services will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated in PenFed's discretion. I further agree, should illegal use occur, to waive rights to sue PenFed for such illegal use or activity directly or indirectly related to it. I agree to indemnify and hold PenFed harmless from suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

### 9. JOINT SHARE ACCOUNT AGREEMENT:

If my accounts, either now or in the future, are established as a joint account, PenFed is authorized to recognize all of the joint owner signatures for the payment of funds or for transactions for this account. The joint owners of this account agree with each other and with PenFed that all funds deposited into the account shall be owned jointly by all joint owners. The funds on deposit will be subject to the withdrawal or receipt of all joint owners. In the event of death of an owner and according to the type of joint share account selected, withdrawal or payment may also be made to the survivor(s) or the estate(s) of the deceased owner(s). Each joint owner will discharge PenFed from liability for the payment or withdrawal. A joint owner who is a PenFed member may pledge all or part of the shares in this account as collateral security for a loan or loans, and PenFed is authorized to charge against this account indebtedness owing to it by each of the joint owners.

# Please note: Joint ownership does not constitute membership.

This account shall be governed by the Code of Virginia, federal laws, rules and regulations, and the bylaws of PenFed and amendments thereto.

## CHECKING ACCOUNT AND/OR MONEY MARKET SAVINGS ACCOUNT AGREEMENT

The words "I," "me," "my," "myself" mean each person signing the application for a checking account. I authorize Pentagon Federal Credit Union (PenFed) to establish a checking account (hereinalfter referred to as "account") in my name, to pay checks signed by me, and to charge all such payments against the shares in my account. I agree to be bound by the terms and conditions herein now in effect, and as may be amended by PenFed. I also agree:

- 1. This account shall not be pledged as collateral or security for any purpose.
- 2. Only check blanks and other methods authorized by PenFed now and in the future may be used to withdraw funds from the account. If so authorized by PenFed, the use by me of a personal identification number (PIN) for such purpose shall constitute my signature. If I voluntarily give information about my account (such as the PenFed routing number or my account number) a person who is seeking to sell me goods or services, and I do not physically deliver a check or other authorized negotiable instrument drawn on my account to that person, debits to my account initiated by the person to whom I gave the information are deemed to have been authorized by me.
- 3. I expressly authorize PenFed to procure upon its request from a person, partnership, credit reporting agency, association, firm, or corporation a credit report, and for such person to furnish PenFed with said credit report concerning financial services I may request or obtain from PenFed, as well as subsequent re-evaluation of such financial services.
- 4. Lunderstand PenFed may pay checks, drafts, other negotiable instruments, or other debit transactions drawn against my account in the order it chooses. I also understand PenFed does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review, or provide for sight review for items above a certain amount or on a sample basis; in its sole discretion. PenFed reserves the right not to sight review drawer signatures because it pays items on an automated basis to reduce costs for all members. PenFed is not obligated to pay a check exceeding the amount of the collected balance in this account. If the available funds in my account are not sufficient to cover the checks and other debit items posted to my account, those checks and items will be handled in accordance with PenFed's normal overdraft policies and procedures. Each check or debit item will, in PenFed's sole discretion, be either paid, and thereby become an overdraft, or be returned unpaid. My account will be subject to the normal overdraft and returned-item charges then in effect. In the event this account is jointly held, each owner is liable to and will indemnify PenFed for each such check or debit item. In the event of an overdraft on this account, PenFed, in its sole discretion, may transfer funds from other share accounts I hold (excluding Money Market Share Certificates or IRA shares) to pay the overdraft.
- 5. PenFed has the right to charge against the balance in this account indebtedness owed by persons whose signatures appear on the attached application
- Paid checks become PenFed's property and will not be returned to me. Copies may be provided, if requested, for a nominal fee for each item.
- 7. Should PenFed decline to pay a check, or if I instruct PenFed not to pay a check, PenFed shall not be liable, except for gross negligence, for actions it takes regarding payment or non-payment of a check. I will not date a check later than the date I write it. If I do and the check is presented for payment before the date, PenFed, in its sole discretion, may return it unpaid, or pay it. If PenFed pays it, PenFed will charge my account. PenFed may, in its sole discretion, pay a check that has a date more than six (6) months old.
- 8. Funds, checks, drafts, negotiable instruments or other items received in or credited to this account will be subject to collection through normal banking channels and PenFed's hold policy. PenFed may debit my account for items returned by electronic or other means, regardless of whether it is returned timely. If PenFed debits my account to cover such a returned timen, I understand an overdraft may occur, in which case, overdraft fees may be charged to my account, and PenFed may transfer funds from another account I hold to pay the overdraft. PenFed may disregard all information on an item other than the identity of the drawee financial institution, the amount of the item, and other information encoded onto the item in magnetic ink according to general banking standards, whether or not the information is consistent with other information on the item.
- 9. Periodic statements will be sent by PenFed to me at the last address or in accordance with the last instructions I have given in writing. I agree to keep PenFed informed of my current address. I will carefully review the statement. Objections I have regarding an item or an unauthorized debit or transaction shown on a periodic statement of this account shall be waived unless it is made orally or in writing to PenFed before the expiration of 60

days after receipt of the statement being mailed or transmitted. If the objection is made orally, PenFed may also require me to provide it in writing within ten (10) business days.

10. This account shall be subject to PenFed's Membership Disclosures and other terms, conditions, charges, and assessments as applicable, and as PenFed may establish and amend. Terms, conditions, assessments, or charges referred to in this Agreement may be changed upon seven (7) days' written notice mailed or transmitted to my mailing or other address of record.

PenFed has the right to terminate this agreement without notice and without my consent if an unreasonable number of checks are returned because of insufficient or uncollected funds, or if an account at PenFed is maintained by me in a manner PenFed, in its sole discretion, deems contrary to sound financial practices. Fees or charges mentioned herein may be determined by referring to PenFed's fee schedule. Copies are available by mail, at any branch office, or at PenFed.oro.

- 11. In the event this account is closed during a dividend period, PenFed shall pay to me the dividends earned as of the day of closing the account.
- 12. If this is a jointly owned account (indicated by the signatures of two or more persons on the Signature Card). PenFed is authorized to recognize each of these signatures for the payment of funds or the making of transactions. I also agree each joint owner of the account may withdraw all funds from the account, close the account, enter into special agreements with PenFed regarding the account, and stop payment on checks drawn on the account, including a check drawn by another joint owner. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to the joint owners. Each joint owner also authorizes PenFed to exercise its statutory lien and enforce its security interest in the entire joint account, even though only one of the joint owners is the debtor. These rights apply irrespective of who contributed funds to the joint account. PenFed may enforce overdraft liability in the joint account against a joint owner individually. I also agree if I so elect, all sums deposited and all accumulations in this account shall be held as a joint account, and shall be subject to the withdrawal or receipt of all owners and PenFed shall not be liable for payment made to an owner.
- 13. a. If I have an active Thrifty Credit Service (TCS) or Overdraft Line of Credit (OLOC) now or in the future, and I also maintain a checking account, I may have overdraft protection on the account I have designated, unless this feature is declined by me. If I have a TCS or OLOC account with PenFed PenFed may, in its sole discretion, pay a check that exceeds the collected balance in my checking account, provided I have sufficient unused credit available in my TCS or OLOC account. By having overdraft protection. I agree the presentment of a check exceeding the balance in my checking account shall constitute a request for payment of the check subject to my TCS or OLOC Agreement which is incorporated herein by reference. Transfers made under my TCS or OLOC Agreement shall be in the amount of the actual overdraft amount up to my credit limit for checks exceeding the checking account balance. Should a check exceed this balance and be for an amount larger than the available TCS or OLOC account credit, PenFed's normal overdraft policy and procedures will be followed. PenFed may, at its option, and without increasing my authorized TCS or OLOC account limit, elect to pay the full amount of the check and treat such action as an additional loan subject to repayment under the terms of my TCS or OLOC Agreement.
- 14. PenFed reserves the right to require at least seven (7) days notice prior to withdrawal or transfer of funds from this account. There is no limit to the number of PenFed or foreign ATM withdrawals I make from my MMSA. However, federal regulation limits the following to no more than a total of six (6) per monthly dividend cycle: transfers or withdrawals made to another Pen-Fed account (other than for the purpose of repaying a PenFed loan and associated expenses) if made by preauthorized or automatic transfer, by telephone or fax, or PenFed Online (PFOL); transfers or withdrawal to a third party made by preauthorized or automatic transfers, by telephone or fax, or in PFOL; or transfers to a third party if made by check, draft, debit card or similar order made by me and payable to a third party. Checks are counted by the date they are paid from my account, as shown on my statement, not by the date I write them. I agree if I violate this rule, PenFed, in its sole discretion, shall have the right to refuse to honor a transaction and/or terminate this agreement without notice and/or to impose penalty fees.
- 15. If I am the sole owner of this account, I agree the entire balance upon my death will be distributed to my designated beneficiaries (not applicable to accounts titled as a revocable living trust). Upon the death of a joint owner with the right of survivorship, the funds in the account belong to the surviving owner(s). Upon the death of a joint owner without survivorship, PenFed may, upon request, pay funds in the account osurviving joint owners, or to the representative or heirs of the

deceased owner. Ownership of the funds will be determined between these parties.

16. This account shall be governed by the laws of the Commonwealth of Virginia and the Uniform Commercial Code, federal laws, rules and regulations and the bylaws of PenFed and any amendments thereto.

Federally insured by the National Credit Union Administration (NCUA), an agency of the U.S. government. The information in this brochure is current as of June 2016 and is subject to change. To determine if any changes have occurred since printing, call 800-247-5626. Our address, in accordance with NY Law, is 2930 Eisenhower Avenue, Alexandria, VA 22314. © 2016, Pentagon Federal Credit Union. All rights reserved.



## **Declaration of Trust**

Name of Trust:					
Date Trust Establis	hed:				
Soc. Sec. No./Tax Identification No. (TIN):					
	Name (First, Middle Initial, Last)	Physical Address (Street, City, State, Zip Code)	Date of Birth (mm/dd/yyyy)	Soc. Sec. No.	
Grantor(s):					
Trustee(s):					
Successor Trustee(s):					
Beneficiary(ies):*					
certify the above information is consistent with the terms and conditions of the above named trust dated:					
Grantor Signature or Trustee Signature if Grantor is Deceased: Date:					
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<sup>\*</sup>Beneficiaries are requested for proper determination of NCUA insurance. If beneficiaries are not provided, your accounts will be insured as an individual or joint account.