

(Signature)

APPLICATION AND AGREEMENT FOR AN ACCOUNT(S) FOR AN IRREVOCABLE TRUST

The undersigned trustee(s) is applying for an irrevocable trust account(s) in the name of: (enter full trust name) to be established pursuant to the terms and conditions set forth below. The tax identification number (TIN) for the trust is (required). In addition to the required Regular Share Account, the trustees request the establishment of the following new accounts: Access America Checking Account Money Market Savings Account Share Certificate(s) Secondary Share The trustee(s) affirm the authority to establish or re-title the account(s) for the trust has been granted pursuant to an Irrevocable Trust Agreement as evidenced by the Declaration of Trust which accompanies this application and agreement. The trustee(s) acknowledge and agree Pentagon Federal Credit Union (PenFed) is relying upon the statements and representations made by the trustee(s) in this agreement, and PenFed is not responsible for verifying the existence or validity of the trust, or the powers and authority granted therein. Accounts established pursuant to this agreement shall be governed by PenFed's specific share account agreements (as provided on the reverse) PenFed bylaws, policies and procedures, and other rules and regulations, and the amendments made to them. Further, signature card(s) and account applications must be completed by the trustee(s). The trustee(s) agrees sums deposited or added to the account(s) established pursuant to this agreement and the dividends paid or credited will be held by the trustee(s) in accordance with the terms of the above-named trust. If more than one trustee is listed, PenFed is authorized to recognize all of the trustees' signatures provided for the completion of transactions. The trustees' whose signatures appear on this agreement are authorized to endorse checks, notes, share certificates, or other instruments owned or held by the 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, or 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 withdrawal. 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 to immediately inform PenFed of changes to the Irrevocable 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. The trustee(s) acknowledge PenFed may terminate all accounts which it, in its sole discretion, determines are maintained in a manner deemed contrary to safe and sound financial practices. 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 of the Commonwealth of Virginia. All trustee(s) are responsible for returned items. PenFed may unilaterally amend this agreement upon 30 days prior written notice. The trustees acknowledge all trustees may pledge funds on deposit as security for a loan in the names of the grantor(s). 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). The trustee(s) agree on behalf of the trust and its beneficiary(ies) to indemnify and hold PenFed harmless from a claim, demand, suits, damages or losses incurred by PenFed resulting from its good faith reliance on the information set forth in this agreement, the Declaration of Trust or 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 PenFed. NO CHANGES, ADDITIONS, ERASURES, DELETIONS, OR CROSSING THROUGH OF THE PRINTED PORTION OF THIS AGREEMENT SHALL BE VALID OR BINDING ON PENFED. Trustee(s): (Signature) (Date) (Soc. Sec. No.) (Date) (Soc. Sec. No.) (Signature)

(Soc. Sec. No.)

(Date)

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 this 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 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. 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 withdrawn, 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.
- 6. 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 (hereinafter 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) to 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. I understand 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, Pen-Fed 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.

- 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 itmely. If PenFed debits my account to cover such a returned item, 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 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.org.

- 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 quarantees 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.
- 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.
- b. If I have either a debit or an ATM card, I understand and agree a checking account will be accessible by all cards issued under my account.
- 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 to surviving 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 Common-wealth 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.