AFFIDAVIT OF TRUST AGREEMENT

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who swore or affirmed that:

1. **Trustee and Successor Trustees.** Affiant is Trustee of the trust agreement executed by _____ on _____. If _____ cannot continue to serve as Trustee for any reason, the Successor Co-Trustee is _____.
2. **Tax Identification.** The current tax identification for the Trust is the social security number of the Grantor, which is _____.
3. **Investment Powers.** Affiant and the successor trustees are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Those powers without limitation include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to, or withdraw from any bank, brokerage, or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.
4. **Protection of Persons Dealing With the Trustee.** Any person who is in possession of a photocopy of this affidavit may in good faith rely on the information it contains and shall not be liable to the Grantor, any Trustee, or any beneficiary for reliance on the information contained in this affidavit. Furthermore, any person may assume that the Trustee has the authority to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.
5. **Revocation, Amendment, or Termination.** Affiant agrees not to exercise any powers granted by the trust agreement if Affiant obtains knowledge that it has been revoked, amended, terminated or otherwise.
6. **Indemnification.** Affiant personally and individually indemnifies any financial institution or other third person who suffers loss as a result of any misrepresentation contained in this Affidavit or any act or omission by the Affiant contrary to the terms of this Affidavit.

EXECUTED on _____.

_____

_____

Printed Name: _____

(Trustee) _____

STATE OF _____ COUNTY OF _____

The foregoing Affidavit of Trust Agreement was sworn to and subscribed before me on _____

by_____ ( ) who is personally known to me or ( ) who has produced

_____ as identification.

_____

Notary Public
State of _____

Publix Employees Federal Credit Union

TRUST ACCOUNT INFORMATION *PEFCU Account is required to obtain Trust Account Information*

Title of Trust (Print) _____ TIN _____

Trustee (Print) _____ Social Security # _____

Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail _____

Co-Trustee *(if applicable)**

Name (Print) _____ Social Security # _____

Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail _____

**If more than one co-trustee, complete the additional co-trustee information, below.*

Grantor (Print)	Grantor Social Security # (If irrevocable, Trust I.D. #)	Type of Trust (Select One) ❑ Intervivos (Grantor Living) ❑ Testamentary (Created by Will)
Co-Grantor (Print)	Co-Grantor Social Security # (If irrevocable, Trust I.D. #)	Legal Structure (Select One) ❑ Revocable ❑ Irrevocable

Beneficiary (Print) Social Security #	Beneficiary (Print) Social Security #
Beneficiary (Print) Social Security #	Beneficiary (Print) Social Security #

ADDITIONAL CO-TRUSTEE INFORMATION

If more than one co-trustee, complete the following information for each additional co-trustee. This information will become part of the Trust Account Application.

Name (Print) _____ Social Security # _____

Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail _____

Name (Print) _____ Social Security # _____

Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail _____

Open Trust Account

1. The Trustee of this Trust, dated as indicated, does hereby open a savings account (the "Account") with Publix Employees Federal Credit Union ("PEFCU"). The undersigned hereby acknowledge(s) that the savings account and all subaccounts opened under this account number are accounts of the Trust. The term "Trustee" as used herein means and includes not only a single named Trustee but also all co-trustees and successor trustees of the Trust.
2. At least one grantor, if the Trust is revocable, or at least one grantor and one beneficiary, if the Trust is irrevocable, must be, or must be eligible to become, a member of PEFCU.
3. Trustee acknowledges, represents and warrants that Trustee has the power and authority necessary, either by applicable statute or specific power provided in the Trust, to open maintain, use, close and otherwise deal with the Account for the Trust.
4. If the Trust has less than three (3) Co-Trustees, all transactions between the Trust and PEFCU must be signed by all Co-Trustees, and in the event the Trust has more than two Co-Trustees, then all transactions of the account must be signed by a majority of the Co-Trustees. (Exception: PEFCU will be governed by any provision in the Trust which specifically indicates the number of Trustees required to transact business on behalf of the Trust.)
5. With respect to the Account and any Trust subaccounts, the Trustee may not delegate the Trustee's power under the Trust to any other person.
6. An executed notarized copy of the Certification/Affidavit of Trust Agreement must be on file with PEFCU at the time of or prior to the opening of any account in the name of the Trust. PEFCU shall have the right to rely on such instrument and shall have no obligation to comply with any modifications and/or amendments to the Trust unless and until an executed copy of a Certification/Affidavit of Trust Agreement reflecting such modifications and/or amendments has been delivered to an officer of PEFCU at the branch where the Account has been opened.
7. The Trustee hereby affirms and acknowledges that the Trust is in existence and that a notarized copy of the Certification/Affidavit of the Trust is a full, complete and accurate copy such instrument.
8. PEFCU shall be entitled to act upon the directions and apparent authority of the Trustee without any liability therefor. The Trustee hereby agrees to indemnify and hold harmless PEFCU from any and all liability, except the gross negligence of PEFCU, resulting from or in connection with opening, maintenance and/or operation of the Account for the Trust, including payment of any and all checks, deposits, withdrawals or other activity by or on behalf of the Trust by the Trustee. **PROVIDED, HOWEVER**, PEFCU reserves the right to require Trustee to furnish any other documentation regarding the Trust, including, but not limited to, certified copies of any court orders or papers pertaining to the Trust, prior to making any disbursement, transfer or other distribution of any monies the Account.
9. PEFCU reserves the right to terminate the Account at any time if, in its sole discretion, PEFCU determines it is not in the best interest of PEFCU to continue to maintain the Account.

IMPORTANT INFORMATION: PLEASE READ AND SIGN, BELOW, ACCEPTING THIS DISCLOSURE:

As Trustee of the Trust named in this application and in that sole capacity, Trustee hereby makes this application for membership of the Trust in the Publix Employees Federal Credit Union ("PEFCU"). Trustee agrees that the Trust will conform to the by-laws and any amendments thereto of PEFCU and that the Trust shall subscribe to at least one (1) share therein. Trustee further certifies that at least one grantor, if the Trust is revocable, or at least one grantor and one beneficiary, if the Trust is irrevocable, is or are must be, or must be eligible to become, a member of PEFCU, and that the information on this Application is true and correct. By signing this form, the Trustee, on behalf of the Trust named in this Application, agrees to all terms and conditions herein as well as those listed in the "Important Account Information" brochure.

Tax Identification Number Certification: Under penalties of perjury, Trustee hereby certifies: (1) that the number shown on this application is the true and correct tax identification number of the Trust named in this application; (2) that, if and to the extent that backup withholding rules apply to the Trust, the Trust is not subject to backup withholding because (a) the Trust is exempt from backup withholding, (b) the Trust has not been notified by the Internal Revenue Service ("IRS") that the Trust is subject to backup withholding for any reason, or (c), the IRS has notified the Trust that it is no longer subject to backup withholding; and (3) Trustee is a U.S. Citizen or a U.S. Resident Alien. The IRS does not require your consent to any provisions of this Application other than the certifications required to avoid backup withholding.

Governing Law, Venue, Attorney's Fees: Trustee agrees that: (a) this agreement shall be governed by applicable federal laws and (i) by Georgia law if this application is executed in the State of Georgia or the account is located in the State of Georgia or (ii) governed by Florida law if this application is executed in the State of Florida or the account is located in the State of Florida; (b) exclusive venue of any legal proceedings arising out of this application and/or the account established hereby shall be in the state courts of competent jurisdiction either in Gwinnett County, Georgia, if this application has been executed in Georgia, or in Polk County, Florida, if this application has been executed in Florida; (c) that, in any suit arising out of this application or the account established hereby, if PEFCU prevails in such suit, the Trust shall be liable for all costs of collection, including reasonable attorney's fees (in Georgia not to exceed 15% of the indebtedness), together with court costs and any prejudgment and/or post-judgment interest as required by or permitted by law, and all attorney's fees and court costs on appeal and in any post-judgment proceedings.

USA Patriot Act: PEFCU complies with Section 326 of the USA Patriot Act. This law mandates that we verify certain personal information about you and the Trust listed in this application while processing this account application.

ACCOUNT HOLDER INFORMATION:
PLEASE READ AND SIGN, BELOW, ACCEPTING THIS DISCLOSURE:

PEFCU is hereby authorized to recognize any of the signatures listed in the payment of funds or the transaction of any business for this account. If future additions or changes need to be made to this account as to the person or persons duly appointed to act as Personal Representative(s) of the Trust listed in this application, a new application will need to be completed along with certified court documents reflecting such addition or change. PEFCU is also hereby authorized to obtain credit reports and any other information as may be required for PEFCU to verify any of the statements or information made in this application.

ALL INFORMATION IN THIS SECTION IS REQUIRED FOR THE ACCOUNT TO BE PROCESSED.

Will you be using the Bill Pay Service provided by PEFCU? ❑ Yes ❑ No

Account Purpose: ❑ Household/Living Expenses ❑ Checking — Describe purpose of Checking _____

❑ Household/Business Combined ❑ Savings ❑ Other _____

Primary Source of Funds: ❑ Checks ❑ Cash ❑ ACH (Direct Deposit, Payroll, etc.) ❑ Wires ❑ Other _____

Do you anticipate sending/receiving any wire transfers? ❑ Yes ❑ No

Do you anticipate depositing/withdrawing cash? ❑ Yes ❑ No If Yes: Deposit, Withdrawal, or Both? _____

Will you send/receive any Automated Clearing House (ACH) Items? ❑ Yes ❑ No If Yes: Deposit, Withdrawal, or Both? _____

I hereby certify that the information provided is true and accurate and authorize the Credit Union to verify any information by contacting or requesting confirmation from any source and by obtaining credit reports.

_____ _____

Signature of Trustee Date

_____ _____

Signature of Co-Trustee (if applicable) Date

Savings Only

❑ Check here if you would like our PEFCU ATM card issued ONLY to the Trustee.
❑ Check here if you would like our PEFCU ATM card issued to all Co-Trustee(s) on the account ages 13 and above.

If nothing is selected, no card(s) will be issued.

CHECKING ACCOUNT APPLICATION

To open a PEFCU Checking Account, agree by signing below. In approximately 7 days you will receive the Trust's first box of 50 checks free of charge.

By signing below I/we agree to the terms and conditions found in the "Important Account Information" section, on this application. I/we also acknowledge receipt of the "Important Account Information" brochure. If account is not opened in person an "Important Account Information" brochure will be mailed by the next business day after the application is processed. Overdraft Protection will be from my Savings (share) Account unless designated otherwise.

_____ _____

Signature of Trustee Date

_____ _____

Signature of Co-Trustee (if applicable) Date

Select one type of card (Debit or ATM) to be issued on this account — all owners must have the same type of card. If nothing is selected below, no card(s) will be issued.

❑ Visa CheckMate Debit Card ❑ Trustee ❑ Co- Trustee
❑ PEFCU ATM Card ❑ Trustee ❑ Co- Trustee

REQUIRED SIGNATURE

By signing this form, I agree to the terms and conditions on this application and the terms found in the "Important Account Information" Brochure.

_____ _____

Signature of Trustee Date

_____ _____

Signature of Co-Trustee (if applicable) Date

For Credit Union Use

Account Number: _____ Opened By: _____