

CERTIFICATION OF TRUST – TO BE COMPLETED BY TRUSTEE

The undersigned, constituting all of the currently acting trustees of the _____
("Trust"), being first duly sworn, depose and say:

1. DATE TRUST CREATED _____

2. EXISTENCE OF TRUST. (Choose one)

The Trust is in existence and consists of:

- A living (intervivos) trust which was executed on _____ or
- A testamentary trust, with the date of death of the decedent being _____
- Other _____, _____

3. IDENTITY OF GRANTOR(S), SETTLOR(S) OR TESTATOR(S). The Grantors/Settlors/Testators of the Trust is _____

4. CURRENTLY-ACTING TRUSTEE(S). _____

5. RESTRICTIONS IMPOSED UPON TRUSTEE. Following (or attached to this CERTIFICATION OF TRUST) is a list of restrictions imposed upon the trustees of the trust dealing with the assets of the Trust:

a. _____

6. A. NAME OF SUCCESSOR TRUSTEE(S).

B. EVENT THAT MUST OCCUR FOR SUCCESSOR TRUSTEE(S) TO SERVE AS CURRENT TRUSTEE.

C. METHOD FOR REMOVAL OF TRUSTEE(S).

7. ADD CO-TRUSTEES

(Choose one)

- Trust allows appointment of co-trustee
What are the terms for adding a co-trustee?

- Trust does **not** allow appointment of co-trustee

8. Does the Trust allow for the use of Power of Attorneys?

- Yes
What are the terms or requirements to utilize a Power of Attorney on the Trust?

- No

Grantor(s) Initials _____

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Trustee(s) Initials _____

9. REVOCABILITY/IRREVOCABILITY OF TRUST. The Trust is:

(Choose one)

- Revocable

At what point does the Trust become irrevocable? _____

And _____ holds the power to revoke said Trust.

- Irrevocable

10. EXERCISE OF POWERS BY TRUSTEE(S)

(Choose one)

- All or more than one** of the currently-acting trustees must act to exercise identified powers of the trustee.
- If the Trust provides for less than unanimous consent among the trustee(s) to perform duties on behalf of the Trust, please indicate the minimum number of consenting trustee(s) required.
- Any one** of the currently-acting trustees may act to exercise identified powers of the trustee.

11. IDENTIFYING NUMBER. The tax identification number of the Trust is: _____.

12. BENEFICIARIES. Following is a list of beneficiaries of the Trust and their relationship to the Grantor/Settler/Testator (for Irrevocable Trusts-FDIC/NCUA Insurance Requirements).

Name of Beneficiary

Relationship

13. ESTABLISHMENT OF TRUST. The Trust was established in the State of _____.

14. TITLE TO TRUST ASSETS. Title to assets of the Trust is to be taken in the following form:

15. ACKNOWLEDGMENT AND INDEMNIFICATION. I/We, a named trustee of the Trust, hereby certify, confirm and warrant that all of the information provided within this attached CERTIFICATION OF TRUST is both true, correct and correctly details the terms of the Trust. I/We hereby certify that I/we have the power under the Trust to open banking account(s) in the name of the Trust. The Trust has not been revoked, modified or amended in any manner which would make any representations in this CERTIFICATION OF TRUST incorrect and the person(s) signing this document is/are the acting trustees of the trust named herein. The undersigned hereby certifies to Woodforest National Bank (“Woodforest”) that Woodforest may rely on the foregoing information in opening any account, deposit or other banking relationship with such Trust until receipt of written notice of any change of the foregoing from the trustee(s). The undersigned acknowledges that Woodforest has not received a copy of the Trust Agreement and Woodforest shall be entitled to act on the instructions of the trustee(s) with respect to the account. The undersigned acknowledges that if Woodforest did receive any pages pertaining to the Trust that it will not be relied upon and will solely rely upon the information within this document. Trustee(s) hereby ratifies and accepts any and all transactions performed by the grantor or other owner of said account arising prior to the effective date hereof, including any pre-authorizations given for automatic drafts or debits. If Woodforest has actual notice of any dispute with respect to the Trust, or with respect to the powers of the trustee(s) to act thereunder, Woodforest may, but shall not be required to: (a) freeze the account until the dispute is settled, or (b) interplead the funds in the account in an appropriate court and be reimbursed from the account for Woodforest’s expenses, including attorney’s fees. The undersigned will jointly and severally indemnify and hold harmless Woodforest, along with agents, employees, officers and assigns from any liabilities, damages or costs (including reasonable attorney’s fees) incurred as a result of reliance by Woodforest on this CERTIFICATION OF TRUST or any instructions from trustee(s), any authorized agent appointed by the trustee, or any successor trustee. This indemnification shall survive termination of the Trust or of the account(s).

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SEE PAGE 4 OF 5 AND 5 OF 5 FOR SIGNATURE(S) AND ACKNOWLEDGMENT(S).

Grantor(s) Initials_____

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Trustee(s) Initials_____

