LAUNCH
A BRANCH OF Suncoast Credit Union
300 South Plumosa Street
Merritt Island, FL 32952
800-662-5257
www.launchcu.com

TRUST ACCOUNT TERMS AND CONDITIONS ADDENDUM

Trust Name:	Account #

SETTLOR AND/OR TRUSTEE REPRESENTATIONS:	
Initials: _____ _____ _____ _____	The trust is in existence and has no expiration date.
Initials: _____ _____ _____ _____	There are no trust provisions limiting the Trustee's power to deposit, withdraw, borrow, or transact other business with the credit union.
Initials: _____ _____ _____ _____	Each Trustee named on the Living Trust Account Card has the power to act alone with or without the consent of others.
Initials: _____ _____ _____ _____	The trust provides no specific requirements for banking accounts inconsistent with the terms and conditions of this account.
Initials: _____ _____ _____ _____	Trustee has been advised to obtain the advice of an attorney before signing membership account documents.

SIGNATURES:	
Settlor and/or Trustee Signature:_____	Date: _____
Settlor and/or Trustee Signature:_____	Date: _____
Settlor and/or Trustee Signature:_____	Date: _____
Settlor and/or Trustee Signature:_____	Date: _____

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The Settlor and/or Trustee have requested that Launch Credit Union (The words "we", "us", "our", “Launch”, “Credit Union” and "LCU" refer to Launch, a Branch of Suncoast Credit Union) establish one or more accounts for the above-named Trust, and agree that the accounts are established according to the terms of the Living Trust Account Card, this Trust Account Terms and Conditions Addendum (also referred to less formally as Living Trust Addendum in the Membership and Account Agreement), and the Membership and Account Agreement, and any amendments to any of the foregoing; and the bylaws, regulations, policies, rules and practices of the Credit Union, which may be amended from time to time without notice:

1. DEFINITIONS

a. ”Account” means the Trust Depository Account established by this Agreement, and may consist of one or more accounts or sub-accounts.
b. ”Agreement” means the Living Trust Account Card, this Addendum, Membership and Account Agreement, and amendments thereto.
c. “Credit Union” means Launch Credit Union, its officers, employees and agents.
d. ”Settlor“ has the same definition as stated in Florida Statutes Section 736.0103, and means the person who created the trust. ”Settlor” may include more than one person, if there is more than one Settlor.
e. “Trust Document” means the instrument/agreement that creates the Revocable Living Trust.
f. ”Trustee“ means the original Trustee, the person who is first authorized to exercise the powers granted Trustees under Florida Statutes Chapter 736, with respect to the Account, as specified on the Living Trust Account Card. ”Trustee“ includes the Trustee and Co-Trustee(s), if more than one person is designated as Trustee. ”Trustee“ includes the Successor Trustee upon the death, incapacity or resignation of the Trustee.
g. ”Successor Trustee“ means the person who assumes the powers of the Trustee upon the death, incapacity or resignation of the original (or subsequent) Trustee. “Successor Trustee“ includes the Successor Trustee and Successor Co-Trustee(s), if more than one person is designated as Successor Trustee.

2. AUTHORIZATION TO TRANSACT ACCOUNT - The Settlor, Trustee, and Successor Trustee, are each fully authorized to withdraw money, and complete all transactions on the Account, with or without the consent of the others. The Credit Union is specifically authorized to rely on and to act upon the instructions of the Settlor, Trustee, or Successor Trustee, and the Credit Union has no duty to question or determine the authority of any of them. The Credit Union is not responsible to determine whether any Trustee has been appointed and qualified in accordance with the trust document or any applicable provision of law. Any document signed by the Trustee, whether or not it designates the Trustee as acting in the capacity of Trustee, will be an authorized transaction of the Trustee in the capacity of Trustee for purposes of transacting the Account.

3. SUBSTITUTION OF TRUSTEE - The Settlor shall have the power, at any time upon reasonable notice to the Credit Union, to terminate the authority of the Trustee, to replace the Trustee, to designate or change the designation of a Successor Trustee, and to otherwise alter, amend, or revoke the trust and the authority to transact the Account. No change shall be effective until a written amendment to this Agreement is signed by the Settlor and provided to the Credit Union, and until such other conditions as the Credit Union may require.

4. CO-TRUSTEES MAY ACT INDEPENDENTLY - If more than one Trustee is designated, either as Trustee or Co-Trustee, each shall be authorized to withdraw money and transact the Account, with or without the consent of the other Trustee.

5. AUTHORITY OF SUCCESSOR TRUSTEE - The Successor Trustee will be permitted to replace the Trustee upon notice to the Credit Union of the Successor Trustee’s intent to act as Trustee and presentation of a current Certification of Trust signed by the Successor Trustee. Prior to allowing the Successor Trustee to transact the Account, the Credit Union may, in its sole discretion, require presentation of the Successor Trustee’s affidavit attesting to the death, incapacity or resignation of the Trustee, and any one of the following documents:

- Certificate of Death of the Trustee, or
- Certificate of Incapacity of the Trustee signed by attending physician, or
- Notarized resignation by the Trustee, or
- Such other appropriate documentation as determined by the Credit Union in its sole discretion.

If there is more than one Trustee, all of the co-Trustees must be dead, incapacitated or resigned, prior to recognition of the Successor Trustee. The Credit Union shall have no duty to investigate or determine the sufficiency of any of the documents, or the actual authority of the Successor Trustee to replace the Trustee, it being the Settlor’s intention that the Successor Trustee is fully empowered to act as Trustee upon notice to the Credit Union. The Credit Union shall not be required to recognize the authority of the Successor Trustee until the Successor Trustee executes this Agreement or an addendum thereto, account cards and such other documents as the Credit Union may require.

6. DISPUTE AMONG SETTLOR, TRUSTEE OR SUCCESSOR TRUSTEE - In the event of any dispute regarding the authority of any person to withdraw money or otherwise transact the Account, the Credit Union may, in its sole discretion, place a hold on the account until the dispute is resolved to the satisfaction of the Credit Union, close the Account and distribute the balance of the Account by check payable to the trust mailed to the last known address of the Settlor, or continue to allow the designated Trustee to transact the Account, or to file an action for interpleader or any other legal action to determine the respective rights to the Account. The expense of any such action, including court costs and the Credit Union’s attorney fees and expenses, whether or not suit is brought, and at all trial and appellate levels, shall be charged against the Account, may be withdrawn from the Account without notice, and shall be a first lien against all trust assets in preference to all other claims.

7. INDEMNIFICATION OF CREDIT UNION - The Credit Union will not be liable for any act of the Settlor, Trustee, or Successor Trustee. To the extent that any claim is asserted against the Credit Union in connection with any act of the Settlor, Trustee, or Successor Trustee, the Credit Union shall be defended, held harmless and indemnified by the Settlor, and by the person whose act is the basis for the claim. Further, the Settlor and Trustee each agree, individually, jointly and severally, to defend, indemnify and hold the Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including court costs and attorney's fees at

all trial and appellate levels, against any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the accounts established pursuant to this Agreement, and to pay any expense, attorney's fees or costs incurred in the enforcement of this indemnification and hold harmless agreement. The Credit Union shall have a first lien against all trust assets to secure this right of indemnity.

8. REPRESENTATIONS AND WARRANTIES BY SETTLOR AND/OR TRUSTEE - The Settlor and/or Trustee each represent and warrant the accuracy and truthfulness of the following:

a. That the Settlor or Trustee is eligible for membership in the Credit Union. (The Credit Union is only authorized to accept accounts where this is true. If the trust is not eligible for membership there could be adverse consequences under NCUA share insurance regulations as to the entire account.)
b. That the Account information stated in the Living Trust Account Card is accurate and truthful.
c. That the Trust exists, and that the Settlor is the settlor of the Trust, and the Trustee is the trustee under the terms of the Trust.
d. That the TIN Certification and Backup Withholding Information contained in the Living Trust Account Card is true and accurate.
e. That the Trust is a Revocable Living Trust and that the terms of the Trust Document do not in any way conflict with this Agreement. Each account established and maintained in the Credit Union by the Settlor/Trustee is established and maintained in a manner that is wholly consistent with the governing Trust Document and all federal and state laws.
f. That the Trust Document imposes no responsibility or obligation on the Credit Union other than as a depository for the Trust Funds. The Credit Union does not have and shall not be charged with notice of any terms or provisions of the Trust Document. The provisions set forth in this Agreement solely define the obligations of the Credit Union.

9. OTHER ACCOUNT DOCUMENTS, TERMS AND FEES - The Settlor and/or Trustee agree that they and all Trust accounts shall be subject to all fees and charges that may be assessed from time to time for use of the Accounts. The Settlor or Trustee may execute other account agreements, disclosure statements or signature cards. The terms of this Addendum shall supplement and control the terms of such documents, and any other agreements entered into by the Settlor or Trustee, and any other account agreement necessary to open trust accounts or transact any type of business with the Credit Union. The Credit Union reserves the right to require the execution of additional or supplemental account agreement cards or other agreements, as it deems necessary.

10. ACCOUNT OWNER - The Credit Union will discharge its obligation as depository by treating the Trustee as the account owner for all purposes. In the event that the trust does not exist, the trust fails, there are no Trustees designated, or the trust is declared invalid or otherwise without the capacity to own property, the Account shall be deemed the property of the Settlor or the last named Trustee, individually. Any payment by the Credit Union to the Settlor, any Trustee, any Successor Trustee, or the estate of the Settlor, any Trustee, any Successor Trustee, or to the Beneficiaries, shall be valid and shall discharge the Credit Union from all liability for the sums paid. The Credit Union has no duty to determine the use of any funds paid to anyone. The Credit Union may require that disbursements be made payable to the Trust, the Trustee, all Trustees, or any combination of these parties.

11. TAX REPORTING - All earned income on the Account will be reported under the TIN (Social Security Number) indicated in the TIN Certification and Backup Withholding Information box contained in the Living Trust Account Card.

12. CREDIT UNION TO ACT AS DEPOSITORY ONLY - The Credit Union will act as depository only and will not attempt to administer, monitor, or interpret the trust, the Trust Document, or the powers or authority of the Trustee. The Credit Union will not act as Trustee or Co-trustee. The Credit Union is not responsible for determining whether any transaction authorized by any Trustee is in accordance with or authorized by any applicable law or the Trust Document. The Credit Union is not obligated to inquire into the validity or propriety of any instrument executed by or instructions given by any Trustee, and if it does inquire, the Credit Union will nevertheless have no liability for any action of any Trustee or for following the instruction of any Trustee. The Credit Union is not obligated to assure the application of money by the Trustee to trust purposes.

13. CREDIT UNION'S LIEN AND SECURITY INTEREST - The Credit Union has a lien in all present and future shares and dividends held in any account from which a Settlor or Trustee, whether individually or as Trustee, may make withdrawals (except Individual Retirement Accounts), to secure the Credit Union's right of indemnification under paragraph 7, and to secure the Credit Union's rights under this paragraph. In the event of a failure by the trust, Settlor, or Trustee to satisfy any outstanding financial obligation due and payable to the Credit Union, whether individually or as Trustee, and whether owed individually, jointly, as guarantor, or in any other capacity, the Credit Union may, without notice, apply the balance of the Account to the satisfaction of the financial obligation, regardless of any mutuality of ownership or obligation. The Credit Union may, solely at its option, allow a withdrawal of a portion of shares or account balances, without affecting its security interest. Withdrawals by the Trustee may be prohibited if such withdrawal will reduce the balance of the Account below the amount of outstanding debt.

14. NOTICE OF AMENDMENTS - Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

15. PAYMENT TO BENEFICIARIES - Upon the revocation or termination of the trust or death of the Settlor, or upon the death or resignation of the last known Trustee without replacement or vacancy in the office of Trustee, the Credit Union may, at is option and without liability, distribute the balance of the account to the successor trustee, or to the name of the trust at the last known address of the trust, or to the beneficiaries named in this Addendum, or deposit the balance with the Clerk of the Circuit Court of Brevard County, Florida in connection with interpleader or probate or other proceedings. In the event of distribution to beneficiaries, the Account will be paid to the surviving beneficiaries; if more than one beneficiary, to the surviving beneficiaries equally. If payments to beneficiaries are determined to be improper or inconsistent with the terms of the trust, the trustee's or beneficiaries' remedy will be solely against the recipients of the payments. The Credit Union will be discharged from all liability to the extent of payments or distributions in accord with this Addendum.

16. SETTLOR/TRUSTEE TO OBTAIN ADVICE OF COUNSEL – Settlor/Trustee is strongly cautioned to obtain legal advice to determine that the terms of this Agreement and all accounts opened at the Credit Union are consistent with the terms of the trust and the Settlor's estate plan, as to any tax consequences related to the Account, and as to the applicability and limitations of National Credit Union Administration Share Insurance.