



SOLUTIONS

### CERTIFICATION OF TRUST

In consideration of The Bancorp Bank (Bank) opening and maintaining a bank account or accounts for the trust described below, the undersigned Trustees certify, represent and warrant to the Bank that the trust is in full force and effect, and that the following information is true and complete:

#### PART 1: Trust/Plan Information

Name of Trust Date of Trust (mm/dd/yyyy) Tax Identification Number

The Trust is: Revocable Irrevocable

The name of the Settlor(s)/Grantor(s) is/are:

\_\_\_\_\_

The names and addresses of ALL currently acting Trustee(s) of the trust is/are:

\_\_\_\_\_

The names and addresses of ALL successor Trustee(s) of the trust is/are:

\_\_\_\_\_

The identity of any person holding a power to revoke the Trust:

\_\_\_\_\_

# CERTIFICATION OF TRUST

## PART 2: Trustee Approval (if there are two or more Trustees)

### Trustee(s)' Approval(s) For All Transactions — Bank Not Liable for Confirming Trustee(s)' Authority.

The appointed Trustee(s) named in the provisions of the Trust (or their successors) agree that he/she/they shall be solely, or jointly and severally liable, as the case may be, to ensure that paper, telephone, on-line, and all other transactions are authorized in accordance with the terms of the Trust. For example, where the transaction method only provides one approval mechanism for a transaction's approval and the Trust requires Trustee approval by two (2) or more Trustees under the provisions of the Trust, it shall be the Trustees' responsibility to designate a Trustee approver in compliance with and pursuant to the provisions of the Trust and the Bank shall not assume any liability relating to any Trustee's signature or approval.

## PART 3: Trustee Powers

The Trustee(s)' powers include:

1. To accept, sign and/or endorse, as applicable, checks, drafts, notes, bills, acceptances or other orders for the payment of money or other instruments on behalf of the Trust;
2. To waive demand, protest and notice of protest or dishonor of any check, note, bill draft or other instrument made, drawn or endorsed on behalf of the Trust;
3. To enter into and execute any agreements and documents, including this certification, related to the establishment or usage of services provided by the Bank.

Note: In completing this Certification of Trust, please refer all Trust questions to your attorney for legal advice.

## PART 4: Continuing Validity, Reliance on This Certification & Availability of Trust Upon Request

1. **Continuing Validity.** This Certification of Trust shall be continuing, shall remain in full force and effect and the Bank may rely on it until written notice of its revocation or modification shall have been delivered to and received by the Bank. Any such notice shall not affect any of the Trust's agreements or commitments in effect at the time notice is given.
2. **Reliance on This Certification.** Any transaction entered into by a person acting in reliance on this Certification of Trust shall be enforceable against the Trust assets.
3. **Trust Provisions to be Made Available upon Request** — A recipient of a Certification of Trust may require the Trustee(s) to furnish copies of those excerpts from the original trust instrument and later amendments which designate the Trustee and confer upon the Trustee all powers to act in the pending transaction.

## PART 5: Trustee Signatures

By signing this document, the Trustee(s) verifies that all information contained herein is true and accurate and that the Bank, its affiliates, agents and those that provide instructions or information to the Bank on behalf of the Trust may rely upon this information.

The Trustee(s) agrees to indemnify, defend and hold harmless the Bank and its respective directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, harmless losses, liabilities or expenses, including reasonable attorneys' fees (whether or not such attorneys are employees of the Bank or any respective affiliated company), resulting from the Trustee(s)' use of the services with respect to the accounts or the Bank acting on instructions.

Any transaction entered into by a person acting in reliance on this Certification of Trust shall be enforceable against the Trust assets.

\_\_\_\_\_  
Signature of Trustee #1

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Trustee #2

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

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Signature of Trustee #3

Date (mm/dd/yyyy)

Print Name

Signature of Trustee #4

Date (mm/dd/yyyy)

Print Name

## PART 6: Trust Acknowledgement

State of \_\_\_\_\_ County of \_\_\_\_\_

On this date \_\_\_\_\_, before me appeared

\_\_\_\_\_ (names of Trustee(s)) of the \_\_\_\_\_ TRUST,  
to me personally known, or proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, being by me duly sworn, did say that he/she/they are

\_\_\_\_\_ (names of Trustee(s)), of the \_\_\_\_\_ TRUST,  
respectively, and that on behalf of the trust, by authority set forth in the trust document(s) or, by authority of statute, said

\_\_\_\_\_ (names of Trustee(s)), acknowledged said Certification of Trust to be the free act and deed of the Trust in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the within instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

Notary Seal

Notary Commission Expiration

Please **fax or mail** this completed, signed and notarized form to:

The Bancorp Solutions Attn: New Accounts  
409 Silverside Road, Suite 105, Wilmington, DE 19809

Fax: 302.791.5680

**Please retain a copy of this form for your records.**