

STOP PAYMENT REQUEST FOR OFFICIAL CHECK

REQUEST TO STOP PAYMENT:

I, _____, the undersigned member (the words "I", "me", or "my" in this document refer to the member) of Bethpage Federal Credit Union (the "Credit Union") hereby declares under penalty of perjury that I reside at _____ and request that payment be stopped on the following official check:

Account No.: _____
Check No.: _____
Date: _____
Amount: _____
Payable to: _____

REASON FOR STOP PAYMENT:

I hereby request that payment be stopped on the above referenced check, because of the following reason:

- ☐ Check has been lost by me without being endorsed.
- ☐ Check was lost by the payee or other party to whom it had been duly negotiated.
- ☐ Check was stolen while in my possession without being endorsed.
- ☐ Check was stolen while in possession of the payee or other party to whom it had been duly negotiated.
- ☐ Check was never received by me and I never endorsed, negotiated, or otherwise delivered the check to any other party.
- ☐ Check was never received by the payee or other party to whom it had been duly negotiated.
- ☐ Check was destroyed.

The undersigned has no knowledge of the present whereabouts of the above-described check and did not endorse, negotiate or transfer the check, except as follows:

Please provide a brief explanation of the loss or theft of the check:

PAYEE OR ENDORSEE:

The Credit Union is under no legal obligation to comply with a request to stop payment on an official check prior to 90 days of the issue date. Without legal obligation to do so, however, and in circumstances deemed appropriate in the Credit Union's sole discretion, the Credit Union may agree to comply with a stop payment request. Furthermore, if the check is (i) lost or stolen while in possession of the payee or other party to whom it had been duly negotiated ("endorsee") or (ii) never received by a payee or endorsee, the Credit Union may require a declaration and agreement by such payee or endorsee or both. That declaration and agreement shall explain the circumstances of such loss or theft or non-receipt and shall include an agreement by such payee or endorsee or both to indemnify the Credit Union for any loss or expense resulting from the check subsequently being presented to the Credit Union for payment and shall be in form acceptable to the Credit Union.

SECURITY INTEREST IN ACCOUNTS:

If the Credit Union decides to comply with my stop payment request and any person subsequently seeks payment of the original check, I hereby authorize the Credit Union to place a hold, at such time as the claim for payment is received, on any accounts, which I now have or may subsequently establish at the Credit Union. This hold shall be in an amount of up to one and one-half times the face amount of the original check and shall remain in effect until such time as the merit of the claim for payment is finally determined. The amounts so held shall be available to reimburse the Credit Union for any payments, costs or expenses, including reasonable attorneys' fees, which it may incur in connection with a claim for payment of the original check.

AGREEMENT TO INDEMNIFY AND PROTECT CREDIT UNION:

If the Credit Union decides to comply with this stop payment request, I agree to be responsible for, and indemnify and hold the Credit Union harmless from any and all claims, suits, liabilities, losses, damages and expenses, including reasonable attorneys' fees, which may result from the Credit Union's non- payment of the official check. If requested by the Credit Union, I further agree to join in the defense of any legal action which may be brought in connection with this stop payment request and provide such assistance as requested by the Credit Union.

INDUCEMENT:

The undersigned is submitting this document to induce the Credit Union to stop payment on the check and issue a replacement check knowing that the Credit Union will rely on the truth of the statements herein contained in taking such action and in paying good and valuable consideration thereof.

CREDIT UNION TO EXERCISE ORDINARY CARE:

I understand and agree that, in the event the Credit Union agrees to comply with my stop payment request, the Credit Union shall not be responsible for any loss caused by a failure to stop payment on the check unless such loss results from the Credit Union's failure to exercise ordinary and reasonable care once the Credit Union decides to comply with this request.

AUTHORIZATION OF REIMBURSEMENT:

I hereby authorize the Credit Union, without further notice to me, to reimburse itself for any and all costs, liabilities, and expenses, including reasonable attorneys' fees, resulting from its compliance with this stop payment request out of any and all of my accounts at the Credit Union.

Signature: _____

Print Name: _____

| FOR CREDIT UNION USE ONLY | |
|----------------------------------------------------------------------------------------|-------|
| DATE REQUEST RECEIVED: | _____ |
| REQUEST REVIEWED BY: | _____ |
| DATE AND TIME STOP PAYMENT ORDERED: | _____ |
| CHECK NUMBER (IF REISSUED): | _____ |
| STOP PAYMENT APPROVED BY: | _____ |
| Regional Manager or S3 Operations Director approval required for \$25,000 and above | _____ |