

AFFIDAVIT AND DECLARATION OF LOSS OF TELLER'S CHECK

STATE OF HAWAII)
) SS
COUNTY OF MAUI)

I, _____, hereby declare the following under penalty of perjury and false declaration under the laws of the State of Hawaii and the United State of America:

1. I had in my possession a Teller's Check (the "Teller's Check") drawn by the Maui County Federal Credit Union (the "Credit Union"), check number _____, dated _____, in the amount of \$_____, payable to _____. The person who purchased the Teller's Check from the Credit Union was _____.
2. I lost possession of the Teller's Check.
3. I did not transfer the Teller's Check to anyone.
4. The Teller's Check was not subject to any lawful seizure.
5. I cannot reasonably obtain possession of the Teller's Check because:

(CHECK APPLICABLE REASON)

- ___ (1) the Teller's Check was destroyed.
- ___ (2) the whereabouts of the Teller's Check cannot be determined.
- ___ (3) the Teller's Check is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

I request that the Credit Union pay me the amount of the Teller's Check.

I understand that this request will not be honored unless I provide the Credit Union with the identification that it requests.

I understand that this request will not be honored by the Credit Union if it is not received by the Credit Union at a time and in a manner that affords the Credit Union a reasonable time to act on this request before the Teller's Check is paid.

I understand that this request is not enforceable until the ninetieth (90th) day following the date of the Teller's Check.

I understand that until this request is enforceable, my request has no legal effect, and The Credit Union or the Drawee of the Teller's Check (the financial institution through whom the Teller's Check is payable) may pay the Teller's Check. If the Credit Union or the Drawee makes payment to a person entitled to enforce the Teller's Check before my request is enforceable, then the Credit Union and the Drawee will be discharged of all liability with respect to the Teller's Check.

If the Credit Union honors my request and pays me the funds, and the Teller's Check is presented for payment by a person having the rights of a holder in due course (the "Holder"), as defined under law, then I will (i) refund to the Credit Union the payment made to me, or (ii) pay the amount of the Teller's Check to the Holder, as directed by the Credit Union.

If I find the Teller's Check, I will inform the Credit Union immediately and will deliver it to the Credit Union.

I am submitting \$30.00 in payment of the Credit Union's fee for Loss of Teller's Checks. I understand that this fee is nonrefundable, even if I later find the Teller's Check or if my request is not honored or is not enforceable.

I warrant the truth of the statements made in this Affidavit and Declaration of Loss of Teller's Check (the "Declaration"), and will release, indemnify, defend, and hold the Credit Union and the Drawee harmless from any and all liability arising out of any breach of this warranty or arising out of any action taken by the Credit Union or Drawee because of this Declaration.

I have examined this Declaration and affirm that, to the best of my knowledge and belief, this Declaration and the statements made in this Declaration are true, correct and complete, and made in good faith.

DATED: _____

SIGNATURE

Subscribed and sworn to before me this

_____ day of _____, _____

Notary Public, State of Hawaii

My commission expires on ___/___/___