

Trust Agreement, dated _____ and known as Trust Number _____
IT IS AGREED:

THE LAND TRUST COMPANY, a corporation of Indiana, as trustee hereunder, is about to take legal and equitable title to the following described real estate in _____ County, Indiana:

Otherwise known as _____

When the trustee has taken title to the real estate or has accepted in writing title to any other property conveyed to it as trustee hereunder, the trustee will hold it for the uses and purposes and on the trusts herein stated. Any other property conveyed to the trustee without written acceptance by the trustee shall not be subject to this agreement.

BENEFICIARIES:

The following named persons and their successors in interest shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to wit:

The name of any beneficiary may not be disclosed to the public.

POWER OF DIRECTION:

It is understood and agreed by the parties to this agreement and by any person who may hereafter acquire any interest in this trust that the power of direction referred to on the reverse side hereof shall be in:

and shall remain therein, notwithstanding any change in the beneficiary or beneficiaries hereunder, unless changed in writing by the beneficiary or beneficiaries, acting in concert, as provided herein.

The trustee shall receive for its services in accepting this trust and taking title hereunder an acceptance fee and in addition each year in advance for holding title an annual fee as determined by the trustee's then current rate schedule and also its regular scheduled fees for executing deeds, mortgages or other instruments. It shall receive reasonable compensation for any special services which may be rendered by it and for taking and holding any other property which may hereafter be conveyed to it hereunder, which fees, charges and other compensation the beneficiaries jointly and severally agree to pay. If the value of the property is increased for any reason after the trustee has accepted title thereto, the trustee shall be entitled to a reasonable additional annual fee, in accordance with its schedule of fees for holding title to the property.

By executing this agreement, you authorize us to automatically charge your credit card the applicable annual fee each year. You acknowledge that you are registering for an automatic payment and will be automatically billed on the anniversary date of the trust or the end of the month in which any transaction fees are incurred. The annual fee will not be prorated on termination of the trust. You have a right to terminate by emailing us at support@landtrustcompany.com and completing any documents necessary to finalize the transfer of the property out of trust.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE FOLLOWING PAGES AND WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

On the date above written the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their consent to the terms hereof.

Signature Printed Name

Address City, State, Zip Phone

Email Address Cell Phone

Signature Printed Name

Address City, State, Zip Phone

Email Address Cell Phone

Signature Printed Name

Address City, State, Zip Phone

Email Address Cell Phone

Signature Printed Name

Address City, State, Zip Phone

Email Address Cell Phone

Signature and address of the person having a power of direction if other than a beneficiary.

Signature Printed Name

Address City, State, Zip Phone

Email Address Cell Phone

THE LAND TRUST COMPANY, as trustee

By: _____
Trust Officer

The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of (1) the power to direct the trustee to deal with title to the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails, and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property according to I.C. 30-4-2-14 and may be assigned as such. On the death of any beneficiary his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

By amendment in writing delivered to and accepted by the trustee, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time to the ownership and enjoyment of said beneficiary's interest hereunder.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment in form satisfactory to the trustee is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignees or purchasers without notice.

The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interests under this agreement.

If the trustee shall make any advances or incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances, or payments made by the trustee, plus all its expenses, including attorney's fees. The trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

The trustee may at any time resign by certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the trustee. Such resignation shall become effective twenty days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided with twenty days after the mailing of such notices by the trustee, the trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded by the trustee and such recording shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at its option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations of its predecessor. It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the trust property including cash or other assets of any kind which may have become subject to the trust only when authorized to do so in writing. It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, or a beneficiary hereunder, that said THE LAND TRUST COMPANY will (subject to the rights of the Trustee as aforesaid) convey title to said real estate, prepare, execute and deliver deeds for or otherwise deal with said trust estate only when properly authorized in writing to do so, by the party or parties designated on the reverse side hereof as having the power of direction. The beneficiaries by written instrument delivered to the trustee may revoke

the foregoing power of direction and designate the person thereafter to exercise the power. SUCH INSTRUMENT SHALL BE SIGNED BY ALL THE THEN BENEFICIARIES. The trustee shall not be required to enter into any personal obligation or liability dealing with said property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the file so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction. The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the trustee shall have no right nor duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have any authority to contract or to execute leases or do any other act for or in the name of the trustee or to obligate

the trustee personally or as trustee. Notwithstanding the foregoing limitations upon its powers and duties the trustee shall have and shall exercise with reasonable care the following powers and duties: (1) hold title to the trust property until properly required to convey or until divested of title; (2) receive, inspect, analyze and properly act upon all directives, communications and instruments from beneficiaries, their agents, and attorneys and others; (3) receive, analyze and properly forward or give notice of notices, petitions, hearings, subpoenas, summonses, tax and special assessment matters and other legal matters affecting the trust estate; (4) comply with the provisions of law governing express trusts; (5) receive, inspect, analyze, execute and transmit all deeds, mortgages, notes, options, easements, leases and other instruments relating to or affecting the trust property upon receiving proper directives or orders and communicate in connection therewith in such manner as the trustee deems necessary; (6) keep proper records relative to its trusteeship, and furnish copies thereof as required by law.

The trustee shall not be required to execute any instrument containing covenants of warranty.

If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement in the proportions in which they are then entitled.

By establishing a Land Trust with The Land Trust Company, you also consent to receive electronic communications from The Land Trust Company and its service partners including through e-mail, text messaging, or by posting notices to the Website. These communications may include notices about your account, such as subscription period lapses, title alerts and other transactional information. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

Our Communications with You. (TCPA consent for United States Residents)

Express Written Consent. By submitting your contact information, you are providing your express written consent to receive communications from us at the e-mail address and telephone numbers you provide.

Emails, Calls, And Texts. These communications may include telemarketing messages, through the use of e-mail, landline phone, fax, cellular phone, and text messages (including sms and mms) .

Autodialing. We may use an automatic telephone dialing system (or "auto dialer"), which may employ an artificial or prerecorded voice or "robotexts." Your carrier's standard rates and charges may apply.

THE LAND TRUST COMPANY
9800 Connecticut Drive, Suite B2-900 · Crown Point, Indiana 46307
(219) 661-2792 · FAX (219) 662-3489



ALL NEW TRUST BENEFICIARIES

For IRS and U.S. Patriot Act compliance, we are required to obtain proper identification of our customers. Please complete the **IRS Form W-9** which certifies your tax identification or Social Security number for your land trust. Also, please provide a photo copy of the original **current government-issued identification**, such as your Driver's License (issued in the United States), U.S. Passport, or other government-issued photo ID.

We do respect your privacy and request the supplying of this sensitive information on a separate form, so your confidential Social Security number will be not be obtainable from documents in your file. This information will be stored securely with limited access. We reserve the right to require additional information or documentation for verification purposes, to ensure a safe and secure handling of your land trust.

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).