



## INSTRUCTIONS TO BENEFICIARIES

1. Read and save your copy of the Trust Agreement. It is your underlying contract with the Trustee. Keep it in a safe place.
2. The Trustee's duties are limited to holding and dealing with title to the trust property. Management of the trust property is expressly vested in the beneficiaries, in their own right. This includes the maintenance of the property, the negotiation and making of leases, the collections of rents, the payment of taxes, the negotiations of sales, and all other matters incidental to operations.
3. In exercising management of the trust property, the beneficiaries have no authority to use or sign the name of the Trustee. Routine leases, contracts, notices to or demands upon tenants, applications for licenses or permits, and similar documents should be executed in the name of the beneficiaries or their agents and not in the name of the Trustee.
4. Whenever documents affecting or relating to said title are required to be executed by the Trustee, a written direction must be furnished by the Trustee, signed by the beneficiaries of the trust or the persons named in the trust as having the power of direction, together with copies of the proposed documents for the Trustee's file.
5. No beneficiary shall have any authority to use or sign the name of the Trustee to any income, social security, sales tax or other governmental returns or applications. As above stated, the Trustee does not operate the trust property.
6. All fire insurance policies should be name **First American Bank, as Trustee under Trust No. \_\_\_\_\_** as an additional insured. All public liability and Dramshop insurance should name **First American Bank, individually, and as Trustee under Trust No. \_\_\_\_\_ as an additional insured as well as all beneficiaries and agents.** Existing policies should be assigned at once to avoid difficulties in the event of loss. Upon written direction the Trustee will execute proofs of loss and endorse checks to the beneficiaries for insurance proceeds. When changing insurance carriers or obtaining insurance on additional properties added to the trust, please ensure that the additional insured provisions listed above are included in any new policies.
7. Workmen's compensation, occupational disease insurance, etc. should not be written in the name of the Trustee, as no employees are to be considered employees or agents of the Trustee.
8. The beneficial interest in the trust may be assigned but no such assignment will be recognized by or be binding upon Trustee unless same is presented to the Trustee for receipt and signature. The assignment will be effective in the Trustee's file the date the Trustee signs it. Forms are available upon request.
9. Unless sooner closed by direction of the beneficiaries, the trust expires twenty years from the date of the Trust Agreement. If the trust is still in effect twenty years after the date of the Trust Agreement, the beneficiaries will sign an Amendment extending the terms of the trust an additional twenty years.
10. Trustee's fees and charges are payable currently upon receipt of invoice. If not so paid, the Trustee reserves the right to resign and re-convey the trust property, subject to said charges.