[redacted], [redacted], [redacted] [redacted]

LAND TRUST AGREEMENT

THIS AGREEMENT is entered into by and among [redacted], and [redacted] ([redacted] and [redacted] are sometimes hereinafter referred to individually as a "Beneficiary" and collectively as "Beneficiaries"), and [redacted], Trustee, whose address is [redacted] (hereinafter referred to as "Trustee"), on the day and year hereinafter set forth.

WITNESSETH THAT:

WHEREAS the Beneficiaries do hereby request Trustee to act as Trustee of the real estate described on Exhibit "A" attached hereto and made a part hereof by this reference, hereinafter referred to as "Trust Real Estate", under the terms and conditions hereinafter set forth and Trustee accepts the duties as Trustee described herein and agrees to be bound by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and other valuable considerations, the parties agree as follows:

1. The Beneficiaries shall cause the Trust Real Estate to be conveyed to Trustee free and clear of all monetary liens, with any prior mortgage, deed of trust, or other security instrument encumbering the Property paid off and satisfied in full at or before Closing out of the purchase consideration.

2. Beneficiaries shall have the following beneficial interest in the Trust Real Estate:

Beneficiary	**Address**	**Beneficial Interest**
[redacted]	[redacted]	$[redacted]
		$[redacted]

Property Valuation. The estimated fair market value of the Trust Real Estate is [redacted], as determined by a Broker Price Opinion (BPO) and Hybrid Appraisal conducted in connection with this transaction. The Beneficial Interests are allocated as follows: [redacted] holds a Beneficial Interest equal to the total consideration funded by it at Closing (the purchase price paid to acquire the Trust Real Estate together with the closing costs, administrative fee, prepaid rent, and other amounts advanced by it under this Agreement, estimated at [redacted]); [redacted] retains the remaining residual equity interest in the Trust Real Estate ([redacted]), realizable solely as provided in Section 3.

3. Trustee shall hold the Trust Real Estate as Trustee for the use and benefit of the Beneficiaries subject to the term and provisions of this agreement. The parties expressly agree upon the following terms and conditions regarding mandatory payments between the parties, and the management and disposition of the Trust Real Estate.

a). Contemporaneously upon the execution hereof and the conveyance of the Trust Real Estate to the Trustee (the "Closing"), [redacted] shall disburse funds in accordance with the terms of the signed Proposal dated [redacted] ("Proposal"), said document being attached hereto as Exhibit "B" and by this reference made a part hereof. The total consideration under this Agreement to be paid by [redacted] is [redacted], allocated as follows: (1) Purchase price paid to [redacted] for the Trust Real Estate (inclusive of the payoff and satisfaction of any prior mortgage or lien from the sale proceeds): [redacted]; (2) Cash distributed to [redacted] at Closing: [redacted]; (3) Closing Costs (title, recording, payoff of prior liens, etc.): [redacted]; (4) Administrative Fee: [redacted]; (5) Prepaid Rent (24 months, contributed by [redacted]): [redacted]. Total Consideration: [redacted]. The Prepaid Rent is advanced by [redacted] on behalf of [redacted] and applied as a closing credit; no cash rent payment is made by the lessee at Closing. This advance is included in the Option Price and payoff amounts set forth in the Proposal and in Exhibit B to the Option Agreement, and in the amounts recoverable by [redacted] under subsection d) below.

b). At Closing, the Trustee, as lessor, and [redacted], as lessee, shall enter into a one (1) year lease agreement for the Trust Real Estate on commercially reasonable and typical residential lease terms and conditions. Lessee shall have the right to renew the lease for an additional one (1) year term (for a total term of twenty-four (24) months). The monthly amount for the lease shall be [redacted]. Lessee is making prepaid advance lease payments for twenty-four (24) months which is itemized as a prepaid cost in the Proposal. If the lease term does not extend for twenty-four (24) months, Lessee is entitled to a credit for those months remaining on the twenty-four (24)-month term for which the lease payment was paid; provided, however in no event is Lessee entitled to a credit for any lease payments during the initial twelve (12) months of the lease agreement regardless of when the lease term ends. The Prepaid Rent shall be held by [redacted] and applied as a credit against Lessee's monthly rent obligations as they come due under the lease agreement. For the avoidance of doubt, [redacted] recovers the Prepaid Rent advance solely through the Option Price or the distributions described in subsection d).

c). At closing, Lessee shall be granted an Option to purchase the Trust Real Estate and/or terminate this Land Trust Agreement during the lease term and any extensions thereof by paying [redacted] the Option Price set forth in the Proposal. Prior to the twenty-four (24)-month anniversary date, [redacted] shall have the right to (i) cause the Trust Real Estate to be re-conveyed to [redacted] by paying [redacted] the Option Price, or (ii) sell the Trust Real Estate to a third-party on terms and conditions satisfactory to [redacted] provided that [redacted] receives the Option Price at the closing thereof, including any holdover payments in the case the twenty-four (24) month term is exceeded.

d). Unless terminated earlier as provided herein, on the twenty-four (24)-month anniversary date of the execution hereof, the Tenant-Purchaser must present the Trustee with a purchase agreement, or listing agreement, for the Trust Real Estate. However, if the Tenant-Purchaser fails to comply, the Trustee is authorized and directed to initiate the sale process of the Trust Real Estate in a commercially reasonable manner and is expressly authorized to hire a reputable real estate broker to market and sell the Trust Real Estate, using every reasonable effort to maintain a twenty-four (24)-month term. The net sale proceeds will be disbursed in the following order of priority: (i) payment of all costs of sale, including real estate commissions, closing costs, and Trustee fees; (ii) repayment to [redacted] of the total amount advanced under this Agreement, including the purchase price funded, the Option Fee, prepaid rent, closing costs, administrative fee, and any other amounts paid by [redacted]; (iii) payment to [redacted] of all remaining net sale proceeds, representing its Tenant-Purchaser Equity. Upon payment as aforesaid, this Land Trust Agreement shall terminate. If the Trust Real Estate is to be listed for sale prior to the expiration of the twenty-four (24)-month term, the Trustee shall engage a licensed real estate professional to determine fair market value and establish the listing price. No Beneficiary or Optionee shall have the authority to set or approve the listing price; the Trustee shall rely solely on the opinion of the licensed real estate professional in setting such price.

e). It is the express intention and agreement of the Beneficiaries that, subject to earlier termination by [redacted] on the terms set forth herein, the term of this Land Trust Agreement and the transaction evidenced thereby terminate in twenty-four (24) months plus any marketing time and closing periods required to sell the Trust Real Estate.

4. Except as set forth in subsection 3(d) regarding mandatory sale of the Trust Real Estate, upon the unanimous written direction and authorization of the Beneficiaries, Trustee shall convey, mortgage or otherwise deal with title to the Trust Real Estate or any part thereof or interest therein and generally do all things which an owner of real property or an interest therein is competent to do under the laws of the State of [redacted], provided, however, the Trustee shall not be required to enter into any personal obligation or liability in dealing with such real estate. It is the expectation of the parties that the Trustee shall not grant, record, or permit any new mortgage or lien against the Trust Real Estate during the term.

5. No person purchasing the Trust Real Estate or any part thereof or interest therein or otherwise dealing with the Trustee with respect thereto shall be entitled to see to the application of any money or consideration paid therefor.

6. Trustee is hereby indemnified and held harmless by Beneficiaries for any and all loss, cost(s), damage(s), liability or expense(s) of any kind as a result of Trustee's holding hereunder or having held hereunder title to the Trust Real Estate or any part thereof or interest therein including without limitation reasonable attorney fees to which Trustee may incur in connection with any legal proceeding brought against Trustee either before or subsequent to the Trustee's conveyance of the Trust Real Estate or any part thereof or interest therein, except in connection with any legal proceeding brought against Trustee by the Beneficiaries regarding the improper exercise of Trustee's duties hereunder. Trustee shall not be obligated to advance or pay out any money on account of this trust or to prosecute or defend any legal proceedings involving this trust or the Trust Real Estate unless it shall be furnished with sufficient funds by [redacted] therefor.

7. Except as provided herein, [redacted] shall retain management of the Trust Real Estate and the control of the selling, renting and handling thereof and shall collect and handle any and all rents, earnings, avails and proceeds thereof and the Trustee shall have no duty with respect to such management or control or the collecting, handling or application of any such rents, earnings, avails or proceeds or with respect to the payment of any taxes, assessments or insurance, except on written direction as herein provided and after payment to it of all money necessary to carry out such instructions.

8. Trustee shall not be required to file any income, profits or other tax reports or schedules, it being expressly understood that the Beneficiaries from time to time will make any and all such reports and pay any and all of said taxes required with respect to the Trust Real Estate. Beneficiaries shall not have any authority to contract for or in the name of the Trustee or to bind the Trustee personally.

9. Beneficiaries shall be liable for the prompt payment of all real estate taxes and assessments that may become due and payable against the Trust Real Estate. Trustee shall promptly notify the Beneficiaries at the addresses hereinafter set forth, of any notices or instruments received by it, (but only insofar as it is readily ascertainable on the face of such notice or instrument that such notice or instrument concerns the Trust Real Estate or any part thereof or interest therein) including notices related to zoning, real estate taxes and assessments, and inquiries concerning the Trust Real Estate, or any part thereof or interest therein.

10. Prior to Trustee's acceptance of title to the Trust Real Estate and performance of duties hereunder, Beneficiaries shall arrange for Trustee to be named as an additional insured under any liability and/or fire and extended coverage insurance policy(s) covering the Trust Real Estate. Trustee's acceptance and recordation of the deed conveying the Trust Real Estate to Trustee and/or any performance by Trustee of duties hereunder, however, shall not constitute a waiver of Beneficiaries' responsibility to provide the aforesaid insurance coverage. Beneficiaries shall carry insurance coverage in such amounts as are acceptable to Trustee and shall use such insurance company(s) as are acceptable to Trustee. Beneficiaries shall timely pay all premiums and renewal premiums on the aforesaid insurance and arrange for evidence of the aforesaid insurance and any renewal thereof to be timely submitted to Trustee.

11. Beneficiaries shall pay a fee to the Trustee, for Trustees' services hereunder, as follows: [redacted]. The Trustee fee set forth above is a one-time fee payable at closing from the closing costs allocation described in Section 3(a).

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

13. This Agreement and any exhibits attached hereto shall constitute the entire agreement between the parties and shall not be amended or modified except by an instrument in writing signed by each of the parties hereto or their duly authorized agents.

14. This Agreement shall not be assigned by any Beneficiary without the prior written consent of the Trustee or the other Beneficiary, anything in this Agreement to the contrary notwithstanding.

15. The validity, nature, obligation, and effect of this Agreement or of any of the terms and conditions hereof and any and all questions arising hereunder or in connection herewith shall be governed by the laws of the State of [redacted].

16. Upon the death or incapacity of the Trustee, the Beneficiaries shall appoint a successor Trustee. The Trustee or any successor trustee hereunder may resign or discharge itself hereunder by giving thirty (30) days' written notice to the Beneficiaries and by recordation of a Trustee's deed conveying the Trust Real Estate or any part thereof or interest therein then remaining in the name of the Trustee to the Beneficiaries (or their respective nominee) as their interests then appear.

17. Upon Trustee's conveyance of the Trust Real Estate or any part thereof or interest therein, as same are provided for hereunder, Trustee shall thereafter be relieved from all further duty and responsibility hereunder regarding said Trust Real Estate or said part thereof or said interest therein conveyed.

18. This Trust Agreement shall only be amended by unanimous written agreement of the Beneficiaries.

19. Free and clear title. The Beneficiaries acknowledge and agree that the Trust Real Estate is conveyed to the Trust by way of a full purchase, and that any prior mortgage, deed of trust, or other security instrument encumbering the Property has been (or shall at Closing be) paid off and satisfied in full out of the purchase consideration. No prior loan of any Beneficiary remains outstanding against the Trust Real Estate, and no Beneficiary retains any personal liability on any such prior financing following Closing. The Trustee shall hold title to the Trust Real Estate free and clear of all monetary liens except any new encumbrance permitted under Section 4 (if elected).

IN WITNESS WHEREOF, the Beneficiaries hereto have duly executed this Agreement, and the Trustee accepts appointment as Trustee herein and each of them agree to perform their respective duties and obligations hereunder this ____________________.

TRUSTEE:

____
[redacted], Trustee of the Land Trust Agreement

BENEFICIARY:

____
[redacted]

BENEFICIARY:

____
[redacted]

By: ______________________________ Its Authorized Representative

STATE OF [redacted])
) ss.
COUNTY OF [redacted])

On this ______ day of ________________, 20____, before me personally appeared [redacted], known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public
My Commission Expires: ______________

Exhibit A – Trust Real Estate

[redacted], [redacted], [redacted]

Name of Record Title. The real property described herein shall be conveyed to and held of record in the name of: "[redacted]"

Legal Description:

[redacted]

Being More Commonly Known As: [redacted], [redacted], [redacted]

APN: [redacted]

Exhibit B

In the subsequent pages a signed proposal dated [redacted] will be referenced.

IMPORTANT DISCLOSURE — THIS IS NOT A LOAN.
REAL ESTATE TRANSACTION NOTICE — PLEASE READ CAREFULLY

1. Nature of Transaction: This agreement involves the sale of your property to our company, enabling you to access the equity in your home.

2. Option to Repurchase: You retain the option to buy back your home or to sell it to another party.

3. Timeframe: This option must be exercised within twenty-four (24) months from the date of sale.

ACKNOWLEDGEMENT. By proceeding, you acknowledge that you have read and understood this disclosure, and that you are entering into a real estate transaction, not a loan agreement.