ESSENTIALS OF ESTATE PLANNING
AN OVERVIEW OF ESTATE PLANNING TOOLS

OR . . .

FAMOUS LAST WORDS:

"I'LL JUST FIND A BOILER PLATE WILL ONLINE"

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What is "estate planning"?

In short, estate planning is the process of thinking about your goals and objectives as they relate to your assets, your health care, your children and your family and culminates in the signing of a series of documents that will implement these wishes. More particularly:

1. As it relates to your property, you plan for the accumulation, management and ultimate distribution of your assets (a.k.a. your "estate") and consider estate tax and generation skipping transfer tax issues.

2. As it relates to your health, you make certain decisions relating to your health care such as who will make decisions for you if you are unable to, how much authority you want to give those people and whether you want to authorize organ donations.

3. As it relates to your children, you name the people who will care for your minor children (or your adult children who are disabled) if you are unable to.

4. Additional estate planning goals are, among other things, to (a) avoid the probate court system, (b) provide for asset management if you become incapacitated, (c) carry out your charitable wishes, etc.

During the estate planning process, you will contemplate these issues and make decisions based on your personal goals and beliefs, your family and your assets. You have an "estate plan" when you sign a set of documents (discussed below) that will carry out these goals and beliefs.

Why do I need an estate plan?

Your estate plan is your only opportunity to control the disposition of your assets, provide a set of rules for your health care decisions, and name the people whom you trust to handle these matters. In other words, your estate plan is where you set out the rules and choose your referees to best minimize the chances of a future disagreement.

A core estate plan is generally made up of the following five (5) or six (6) documents:

1. Last Will and Testament (sometimes incorporating a "Testamentary Trust");

2. Health Care Power of Attorney;

3. Living Will (a health care directive not to be confused with a Last Will and Testament);

4. HIPAA Release;

5. Power of Attorney for Property; and

6. Revocable Trust (optional).

The Last Will and Testament (the "Will")

What is a Last Will and Testament? A Will (different from your "Living Will" which is a health care directive discussed below) is the written declaration of, among other things, your intentions for the disposition of your assets upon death. A Will is enforceable ONLY at death and may be changed at any time during your life while you have "capacity". Generally (very generally), "capacity" requires that you know

your family ("the objects or heirs of your bounty") and the general nature and extent of your assets.

What does a Will do? A Will, among other things:

1. distributes your assets to the people (or organizations) you choose, in the amounts and manners you want;

2. can establish a Testamentary Trust (a Trust built into your Will that only comes into existence upon death – we will come back to this);

3. can delay the distribution of a minor child's inheritance until a later time;

4. can include provisions for the care of a disabled adult child;

5. names guardian(s) for minor children;

6. names an executor to handle your estate matters;

7. can take advantage of estate tax strategies;

8. can exercise a power of appointment, if one exists and it makes sense given the nature and extent of the recipients assets; and

9. waives expensive and unnecessary surety expenses.

What does a Will not do? Among other things, a Will does not:

1. Dispose of property held in joint tenancy or tenancy by the entireties with another party. For example, if a husband and wife own their home in joint tenancy or as tenants by the entireties, upon the death of the first spouse,

ownership of the home automatically passes to the surviving spouse. Note that tenants in common can designate someone other than a surviving joint tenant to take their interest upon death, and accordingly, a Will can enable a tenant in common to distribute their interest upon death;

2. Dispose of property to which a beneficiary designation is attached (i.e. life insurance policies and retirement assets). For this type of asset, what you stated in your Last Will and Testament is irrelevant and the individual designated in a beneficiary designation will receive the asset;

3. Dispose of property held in trust for your benefit (unless the trust gives you a power of appointment that can be exercised in a Will).

4. Dispose of property held in a Revocable or Irrevocable Trust created by you.

What happens if I don't have a Will? If you die without a Will, you are said to have died "intestate" and the state provides a Will for you. Your property (that is property held in your name alone) will be distributed to your "heirs" according to state law (i.e. intestacy laws). The state will determine who your heirs are and the apportionment of your property to those individuals. Intestacy law in Illinois attempts to give your property to your closest relatives, beginning with your spouse and children. If you have neither a spouse nor children, your grandchildren or your parents will get your property. This list continues with increasingly distant relatives, including siblings, grandparents, aunts and uncles, cousins, and your spouse's relatives. If the court exhausts this list to find that you have no living relatives by blood or marriage, your property goes to (or "escheats" to) the state.

To rely on the state intestacy laws is to take a significant gamble on the distribution of your assets. Not only do the laws split up your assets differently than

you might reasonable expect (see below), but the process is more cumbersome and costly for your family.

Often times, intestacy laws do not distribute your property the way you would expect. For example, if you are married or in a civil union, you, like most, likely want your assets to pass to your spouse upon death, and if your spouse predeceased you, then to your children. However, the State of Illinois only lets this happen if you sign a Will. Without a Will, in Illinois, if you are married or in a civil union and have children at the time of your death, your property will be divided between your surviving spouse and your children...it will not simply go to your spouse. One-half of your estate will go to your spouse and the other one-half will be split equally among your children to do with what they please [if they are over eighteen (18) years old]. Also, if your children are under age eighteen, a minor's estate will be opened for each child under eighteen and the guardian will report to the court regularly. In this case, the surviving spouse will be unable to access the children's share to use for his or her own health, maintenance and support without having to go to court and prove to a judge that it is in the children's best interests to use the children's share for such purposes.

If you are not married or involved in a civil union, but you wish to benefit someone other than your legal heirs, you must execute a Will or make other arrangements for assets to pass to the individual(s)

Furthermore, if you fail to execute a Will, you will be unable to select the guardian for your minor children. A judge will have to make the decision about who will act as your minor children's guardian without knowing your wishes. Sometimes families can agree and there is no problem, but many times families that agreed while you were around find cause to disagree upon your death. Additionally, in situations involving divorced parents, a Will that designates a guardian for the benefit of a minor child can be particularly important. Without a Will, you are taking a gamble that things will just work out.

In addition to the unintended consequences above, dying without a Will costs more and is more difficult to administer. Without a Will, your executor will need a "surety" bond. What is surety? Every executor has to personally guarantee the faithful performance of his or her duty to your Estate. This is called the executor's "bond." A Will can waive the need for this bond. If there is no Will, or if the Will fails to waive the bond requirement, the bond must be insured by obtaining a guarantee from 2 sureties acceptable to the court or by purchasing a guarantee from a surety company. Since the need for surety is mandatory if not waived by a Will, the market for surety bonds is captive, and the cost is high. Additionally, it may be difficult for your Executor to find two individuals who are acceptable to the probate court to serve as individual sureties. Accordingly, naming a trusted Executor and waiving a surety bond is far more efficient and less expensive to the Estate.

Requirements to Execute a Will. For a Will to be valid in Illinois:

1. it must be signed by the Testator (the person for whom the Will is for);

2. in the presence of two "disinterested" witnesses (witnesses who are not named in the Will or related to the Testator);

3. and the Testator and witnesses must sign in the presence of each other and a Notary Public (if using a self-proving affidavit discussed below); and

4. it is a good idea to have all of the parties execute what is called a "self-proving affidavit". This is a second set of signature pages where the parties, before a notary public, make certain statements as to the signing. This affidavit makes admitting the Will to court go much more smoothly and eliminates the need to track down witnesses when the Will is filed (which may be necessary if there are any questions as to the validity of the Will – which we can never predict).

Revocable Trust (aka Living Trust)

What is a Trust?

To oversimplify, a Trust is a bank account with rules – rules established to determine who gets the assets, how much they can get, when they can get them, why they can get them and what happens when to those assets when the beneficiary dies. In other words, a Trust establishes a structure to hold and manage assets for the benefit of its intended beneficiary or beneficiaries, providing rules for the investment, distribution, distribution and successive management of the Trust assets.

A Trust provides flexibility both during life and after death. It provides the ability to respond and adapt to future circumstances by providing a vehicle to hold, manage and distribute your assets if you become incapacitated. Upon death, it can give the beneficiary the ability to appoint the Trust assets to a limited class of other beneficiaries (you decide who the class of appointees will be, such as your descendants), which provides flexibility when the beneficiary of the Trust already has enough of their own assets. Trust protector provisions give a third party the power to change the terms or ultimate distribution of the Trust.

A Trust can also be used to, among other things, segregate assets for probate avoidance, minimize or delay estate or generation skipping transfer taxes, protect assets inherited by the beneficiaries, or manage and distribute a specific asset (e.g. family cottage).

What does it do?

A Trust provides numerous benefits both during your life and after your death - the benefits and flexibility of a Trust are virtually limitless. A Trust can help your that your wishes concerning your minor children are carried out, prevent the need

for an adult guardianship estate, distribute your assets upon death, avoid probate, and provide tax benefits and asset protection.

During your lifetime. There are a few major benefits of having a lifetime Revocable Trust (this distinguishes a Revocable Trust from a Testamentary Trust built into a Will).

1. If you become incapacitated, with a Trust, your assets can be used for your care and support, without the inconvenience, expense and court oversight otherwise required by an adult guardianship proceeding.

2. You can transfer assets into your Trust during life and name your Trust as beneficiary of any life insurance policies and retirement accounts. This will ensure that those whom you wish will receive all of your assets in a Trust.

3. Funding your Revocable Trust during life also avoids the need for a probate estate before the court.

4. If you are incapacitated during life, you no longer have the ability to manage your assets and your family would need to open an adult guardianship estate to get control of your assets, manage them and use them for your care and support. If you have a Revocable Trust and a Power of Attorney for Property (both parts of your core estate plan), you can avoid the necessity of opening a costly and inconvenient adult guardianship. With a Trust, if you become incapacitated during life, your agent under your Power of Attorney for Property can transfer your non-Trust assets to the Trustee (e.g. your spouse or partner) of your Trust. The Trustee can then use your assets for your benefit without having to open a disabled guardianship estate with the court.

5. In addition to preventing the need for an adult guardianship estate, a Trust can ensure that ALL of your assets pass through the preferred distribution scheme you set forth in your Will or Trust.

For many, life insurance policies and retirement assets [IRA, 401(k), etc.] constitute a considerable portion of their wealth. The provisions of your Will do not govern the disposition of these assets. Your life insurance policies and retirement accounts pass by contract [the beneficiary designation you filled out when you first got the insurance policy or signed up for your 401(k) plan] to the beneficiary named on those policies and accounts. For example, assume that the majority of your assets are life insurance policies and retirement accounts. If the beneficiary on your insurance policies and retirement accounts were your brother (because your spouse or partner was not in the picture at the time you filled out the paperwork), then your brother would receive the assets from those life insurance policies and retirement accounts – not your spouse. For these assets, what you stated in your Last Will and Testament is irrelevant and your brother, not your spouse, would receive the bulk of your assets. A revocable Trust gives you the tool to prevent this.

If you have a Revocable Trust, you can name your Trust as the beneficiary of those life insurance policies and retirement accounts. This will ensure that all of the assets payable from those policies and accounts are distributed in accordance with your wishes and just like the rest of your assets.

At Death. Upon death, a Trust acts as the mechanism to hold, manage and provide for the controlled distribution of your assets to the beneficiaries you have selected (e.g. your family, charities, friends, etc.). By passing your assets through a Trust, rather than outright under a Will) to your chosen beneficiaries, you can, among other things:

1. provide for the control and management of the Trust assets after your death;

2. make Trust assets less likely to be invaded by creditors and divorcing spouses of the Trust beneficiaries;

3. give the beneficiaries access to Trust assets for their care and support or other purposes you see fit to provide for;

4. keep the Trust assets from being included in the beneficiary's estate upon the death of the beneficiary, thus avoiding estate taxes in future generations;

5. help keep the Trust assets out of court supervision in the event that a beneficiary is a minor or disabled adult; and

6. avoid the probate process before the court if the Trust is properly funded during your life.

Protecting Minor Children or Disabled Adults. A minor child or disabled adult does not have the ability to hold assets themselves. Unless their assets are inherited in Trust, their inheritance would need to be supervised by the court in a guardianship estate. When a child turns eighteen (18) they gain full control and access to those assets. This is of some concern because even a mature eighteen year old may not know how to properly manage a lump sum of money in a sustainable way.

Creating a Trust negates the need for a children's or disabled adult's guardianship estate to be opened upon your death (at least with respect to the assets that are inherited from you). It will also allow you to name a Trustee of your choice to manage the assets for and distribute them to your child beyond the age of eighteen (18). When your children reach the age determined by you (this may be 25 or 30 years old, or in the case of my kids, 75), they can become their own Trustee. Allowing them to become their own Trustee, rather than distributing the

assets outright at some age, helps protect the assets from creditors or a divorcing spouse.

Moreover, a Trust can allow the Trustee to disproportionately distribute assets to beneficiaries at different times based upon their individual needs. A Trust can reward those beneficiaries who achieve goals set by you, or it can withhold benefits from a beneficiary while they are struggling with substance abuse.

Probate Avoidance. By failing to execute a Revocable Trust during your lifetime, you cannot transfer your assets to (i.e. "fund") the Trust during life. If the assets are in your name upon death, your property will pass through probate upon your death. The probate process will delay the distribution of your assets and cost time and money.

Executing and funding a Revocable Trust during your life will allow your Estate to bypass probate completely and your assets will flow through to your beneficiaries through Trusts per your wishes. The Trusts will then be protected and governed by the rules you have established and using the Trustee that you have chosen.

Controlled Distribution of Assets. If you do not have a Trust your assets will pass outright and free of Trust to your beneficiaries. When your assets pass outright to your beneficiaries there is no longer any measure of control over the assets. The assets can be used (or abused) in any way the beneficiary wishes. For some children, this may not be a concern, for others, it clearly is. But the future is uncertain and things change. A Trust ensures that your wishes are carried out. If nothing else, it keeps the money out of the hands of that pesky son-in-law.

A passed to those beneficiaries in Trust will be managed and distributed by a Trustee chosen by you until such time as you decide your children should gain management and control of the Trust assets. It also allows you to determine what the Trust assets can be used for (e.g. education, health and support, but not lavish

vacation). Not only does this allow for more control in situations such as the example illustrated above, but it also offers a level of asset protection (see below *Asset Protection).*

Lastly, by creating a Revocable Trust you are able to bring all of your assets into your Estate so that you may pass every asset to the person(s) whom you choose in the way that you choose. In order to ensure that your retirement plan assets and life insurance policies pass in accordance with your estate plan, you will need to create a Revocable Trust and name that Trust as the beneficiary of such plans and policies. Otherwise these assets pass to the beneficiaries of such plans outright and free of trust.

Estate Tax Benefits. While this is in no way an attempt to provide a crash course on the estate tax regime at the Federal and state levels, some initial insight is helpful.

Do I care about estate taxes? If you have less that $4 million (or $8 million with your spouse), and these numbers are based on Illinois estate tax levels – the analysis is different when adding in the Federal numbers as discussed later - then it really doesn't mean anything to you (however it might mean something to your kids if THEY ever attain a net worth that is taxable...we'll come back to that). If, however, you are fortunate enough to have a taxable estate, then a well-drafted estate plan will:

1. maximize the amount you (and your spouse) can pass tax free;

2. delay estate taxes that are ultimately unavoidable due to the size of your estate, until the death the death of a surviving spouse if you are married; and

3. shelter the maximum amount permitted from estate taxes for future generations.

Illinois is a "decoupled" state with respect to estate taxes. Both Illinois and the Federal government impose an estate tax on your "taxable estate" upon your death. In Illinois, an individual can pas $4 million to anyone they choose, free of Illinois estate taxes (which means a couple can pass $8 million). Every dollar above $4 million (or $8 million for a couple with proper estate planning) is taxed at a rate of up to 16% by the State of Illinois. For Federal purposes, an individual can pass $5.25 million free of Federal estate taxes (which means a couple can pass $10.5 million with proper estate planning). Every dollar above $5.25 million (or $10.5 million for a couple) is taxed at a rate of up to 45% by the Federal government.

So what does this mean – to those with over $4 million? If you do not have a Trust, you are may have some exposure (or even double exposure) to estate taxes. While a Will (without a Testamentary Trust built in) can delay estate taxes to the death of a second spouse if you are married, any assets passing to the surviving spouse are added to the surviving spouses estate, which could result in unnecessary taxation on the inherited assets. If, however, a Trust were utilized, the assets could be passed to a surviving spouse (or any other beneficiary such as a child or grandchild) and up to $4 million in assets could be forever sheltered from Illinois estate taxes and $5.25 million could have been forever sheltered from Federal estate taxes.

Asset Protection. Assets passed under a Will go directly to the beneficiary, outright and free of Trust. If the beneficiary is later sued or divorced, the inherited assets may be reached by creditors or a divorcing spouse or partner (inherited assets are technically supposed to be separate property, but they are often comingled and can be subject to divorce proceedings).

However, a Trust can help provide a layer of asset protection from creditors and divorcing spouses. A Trust becomes irrevocable upon the death of the Grantor and will be held by a Trustee for the benefit of the named beneficiaries. The resulting irrevocable Trusts may enjoy a level of asset protection making the assets

exempt from creditors in a lawsuit or divorce. For the assets to be protected, the Trust must, among other things, (1) explicitly deny assets to creditors (a spendthrift clause) or a divorced spouse or partner; (2) avoid the landmines out there relating to Trustee such as interested Trustees, disinterested Trustees, the power to fire and hire Trustees, etc.; and (3) set out appropriate distribution standards utilizing "ascertainable standards" and "best interest" standards in light of the Trustees.

Revocable vs. Irrevocable.

If a Trust is "revocable," it may be changed or revoked by the grantor. If a Trust is "irrevocable," it cannot be changed or revoked by the grantor. However, with an Irrevocable Trust, the grantor can give a third person (a Trust Protector) the power to change or terminate an Irrevocable Trust.

Revocable Trusts are usually for the benefit of the grantor as the initial beneficiary and are what most people think of when talking about estate planning. A Revocable Trust becomes irrevocable upon the happening of a specified event, such as the death of the grantor, and the beneficiary then changes from the grantor to his or her family members or other named beneficiaries, often the spouse during life, then children.

Irrevocable Trusts are usually for the benefit of people other than the grantor (e.g. kids, grandkids, spouse, etc.) and are more commonly used when a person has a "taxable estate" and you want to move assets off your balance sheet during your lifetime (see Estate Tax Benefits above).

Components of the Trust.

1. Grantor. The Grantor is the creator of the Trust.

2. Trustee. The Trustee holds the legal title to the Trust property for the benefit of the beneficiaries in accordance with the directions and

intentions of the Grantor. With a Revocable Trust, the Grantor and Trustee are typically one in the same during the Grantor's life (although, a successor Trustee can spring into action if the Grantor becomes incapacitated during life). The Trustee manages and distributes Trust assets in accordance with the provisions set out in Trust instrument and the primary focus is to carry out the intent of the Grantor.

3. Property. The property is what the Trustee holds and manages. The Grantor, or others for that matter, may add property to the Trust from time or upon death by Will. Title or ownership of the property is split – with the Trustee holding legal title and the beneficiaries holding equitable title.

4. Beneficiaries. The beneficiaries are those whom the Grantor intends to benefit from the Trust and have an equitable right to Trust assets to the degree provided by the Trust.

5. Terms. The terms are the directions and intentions of the Grantor. To the extent the Trust terms are unclear or uncertain, the standard is to ascertain and carry out the Grantor's intent.

Power of Attorney for Property

What is a Power of Attorney for Property?

A Power of Attorney for Property allows the principal (the person signing it) to delegate to another person, known as the agent (most often a spouse, family member, or trusted friend), the power to make decisions regarding assets, finances, bank accounts, and other types of property, including real estate. The agent will speak for the principal and make decisions according to the principal's wishes and in the best interest of the principal even when the principal is physically or mentally

incapacitated. The Illinois Power of Attorney Act (*755 ILCS 45/3-3*) provides a statutory Power of Attorney for Property.

What does it do and how is it used with an estate plan?

Perhaps the most important reason for a Power of Attorney for Property is the ability of the agent to transfer your assets into your Revocable Trust if you become incapacitated, thus avoiding a disabled adult guardianship estate. A durable Power of Attorney for Property survives in its authority even if you (as its maker) become incompetent. A nondurable Power of Attorney will cease to be effective if you become incompetent, just when you need it most.

A Power of Attorney for Property helps assure that others will honor your agent's authority at the time any delegated power is exercised. You can give either limited or broad financial decision-making authority to your agent, depending upon your needs. For example, you may want your agent to have the power to authorize real estate and/or stock transactions, to handle banking, tax, or other types of business matters, to represent you in court, to address other types of legal claims, or to fund your Revocable Trust.

What happens if I don't have a Power of Attorney for Property?

If you become incapacitated and you do not have a Power of Attorney for Property, a relative, parent, or interested party must begin legal proceedings to be appointed as guardian of the estate of the incapacitated person. Guardianship proceedings can cost thousands of dollars, are time consuming and inconvenient. By creating a Power of Attorney for Property before incapacity, a guardianship or conservatorship proceeding can typically be avoided and the agent can usually act as representative for the incapacitated person in most situations or fund your Revocable Trust so your Trustee can, without the court's involvement, use your assets to care for you during your incapacity.

Power of Attorney for Property Signature Requirements.

A Power of Attorney for Property must be signed by the Declarant (the person for whom the Power of Attorney for Property is for). The Declarant must sign in the presence of one disinterested witness [although two (2) are suggested to comply with Illinois recording requirements for real estate transactions]. The Declarant and the witnesses must sign in the presence of a Notary Public.

Power of Attorney for Health Care

What is a Power of Attorney for Health Care?

The purpose of a Power of Attorney for Health Care is to give your designated "agent" powers to make health care decisions for you. Thee decisions include the power to require, consent to, or withdraw treatment for any physical or mental condition, and to admit you or discharge you from any hospital, home, or other institution. You may name successor agents under this form, but you may not name co-agents. The Illinois Power of Attorney Act (*755 ILCS 45/4-10*) provides a statutory Power of Attorney for Health Care.

What does it do?

This form does not impose a duty upon your agent to make such health care decisions, so it is important that you select an agent who will agree to do this for you and who will make those decisions as you would wish. It is also important to select an agent whom you trust, since you are giving that agent control over your medical decision-making, including end-of-life decisions. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the statements in this form. Your agent must keep a record of all significant actions taken as your agent.

What happens if I don't have a Power of Attorney for Health Care?

A health care surrogate may be chosen for you if you cannot make health care decisions and do not have a Power of Attorney for Health Care. In Illinois, the surrogate decision-maker hierarchy (Illinois' Health Care Surrogate Act) is (a) the patient's guardian of the person; (b) the patient's spouse; (c) any adult child of the patient; (d) either parent of the patient; (e) any adult sibling of the patient; (f) any adult grandchild of the patient; (g) a close friend of the patient; or (h) the patient's guardian of the estate.

The surrogate can make most health care decisions for you, with the following four limited exceptions: (1) a health care surrogate cannot tell your doctor to withdraw or withhold life-sustaining treatment, unless you have a "qualifying condition", which is a terminal condition, permanent unconsciousness, or an incurable or irreversible condition. Two doctors must certify that you cannot make decisions and have a qualifying condition in order to withdraw or withhold life-sustaining treatment; (2) a health care surrogate cannot make decisions concerning mental health treatment, including treatment by electroconvulsive therapy (ECT); (3) a health care surrogate cannot make decisions concerning mental health treatment, including treatment with psychotropic medications; and (4) a health care surrogate cannot make decisions concerning mental health treatment, including treatment admission to a mental health facility.

A health care surrogate can petition a court to allow these mental health services. Moreover, these exceptions do not apply if you have a Power of Attorney for Health Care.

Power of Attorney for Health Care Signature Requirements.

A Power of Attorney for Health Care must be signed by the Declarant in the presence of one disinterested witness.

Living Will

What is a Living Will?

A Living Will (not to be confused with your Last Will and Testament) allows a person to have control over decisions relating to their medical care, including the decision to have death delaying procedures withheld or withdrawn in instances of a terminal condition. A Living Will is used only when you have a terminal condition confirmed by your physician in writing in your medical records, you are not able to tell the physician your wishes, and you do not have an agent who is available to make a decision on your behalf.

What does it do?

A Living Will recognizes the right of a person to make a written declaration instructing his or her physician to withhold or withdraw death-delaying procedures in the event of a terminal condition.

The Power of Attorney for Health Care lets another person make health care decisions for you if you can't make a decision for yourself. A Living Will is much more limited in its application because it only applies to health care that will merely delay death when you have a terminal condition.

If you have both a Power of Attorney for Health Care and a Living Will, the agent will make decisions about your health care and such agent's decision prevails

over your Living Will. Therefore, the Living Will won't be used unless you cannot make your own decisions and your agent is not available.

What happens if I don't have a Living Will?

If you lack both a Power of Attorney for Health Care and a Living Will, surrogate decision-making laws, such as Illinois' Health Care Surrogate Act, will provide procedures by which artificial life support may be withheld or withdrawn. This is a state law-imposed hybrid of a living Will and healthcare agent that is automatically applicable when you have not otherwise provided effective written healthcare direction. The main limitation of a Living Will is that it is generally restricted to qualifying conditions such as a terminal condition, permanent unconsciousness, or certain incurable or irreversible conditions. It may not be applicable to general medical treatment.

Surrogate decision-making laws create a hierarchy of people who can make decisions regarding artificial life support for you. You may find this hierarchy does not meet you wishes for whom you would like to make decisions for you if you have been diagnosed with a terminal condition. In Illinois, the surrogate decision-maker hierarchy is (a) the patient's guardian of the person; (b) the patient's spouse; (c) any adult child of the patient; (d) either parent of the patient; (e) any adult sibling of the patient; (f) any adult grandchild of the patient; (g) a close friend of the patient; or (h) the patient's guardian of the estate.

Illinois surrogate decision-making also extends to general medical treatment when the patient lacks decisional capacity.

Living Will Signature Requirements.

A Living Will must be signed by the Declarant (the person for whom the Living Will is for). The Declarant must sign in the presence of two disinterested witnesses.

HIPAA Release

What is a HIPAA Release?

The HIPAA Release allows health care providers to communicate information otherwise protected under HIPAA (Health Insurance Portability and Accountability Act) to certain fiduciary roles (such as Power of Attorney for Property, Trustee, etc.) chosen by the Declarant in order to help such individuals make the best possible decisions regarding the Declarant's assets and health care.

What does it do?

The HIPAA Release gives the appropriate named fiduciaries authority to communicate with the patient's healthcare provider in implementing the wishes of the Declarant. Without such release, court authority will be necessary if you are incapacitated (i.e. unable to authorize the release of your health information on your own).

What happens if I don't have a HIPAA Release?

Health Care Powers of Attorney generally authorize the agent to contract for health care services, have access to medical records and consent to their disclosure. However, medical providers may be unwilling to share medical information with an agent in the absence of a medical release or designation of the health care agent as the personal representative that specifically complies with the HIPAA regulations.

The HIPAA regulations would prohibit the release of a physician's report to the agent under a property power of attorney or Trustee in the absence of an authorization from the principal for its release. The agent may be unable to get the physician's report required since the principal is likely to be incapacitated and unable to authorize the release of the information at the time the agent or Trustee attempts to obtain the physician's report. In the absence of an effective HIPAA Release, it will be much more difficult to gather the information necessary to administer your assets for your benefit because a guardian or conservator may need to be appointed by a court.

HIPAA Signature Requirements.

A HIPAA Release must be signed by the Declarant (the person for whom the HIPAA Release is for). The Declarant must sign in the presence of a Notary Public.

Potpourri of Estate Planning Issues

Dealing With "Special" Personal Property

Many people have items of personal property that are special to them and to their family (e.g. Grandma's wedding ring or Great Uncle Bill's gun collection). Directions may be included in your Will to provide that those special items get to a particular person. If there are numerous items of personal property, the Testator may leave a separate list of property and ask that their Executor honor the list, however, a separate list is not enforceable to the same degree as dispositive provisions contained in the Will itself.

Dealing with "Special" Real Estate

Whether it is the family home or a vacation condo in Florida, dealing with special real estate upon your death creates many challenges. In the case of minor

children, you may want to ensure that they can stay in familiar surroundings following your death. Directions may be included in your Will or Trust to provide that the family home will not be sold without consultation by the Guardian of the Person and the Trustee.

If one or more of your family members want to receive vacation property that you own upon your death, you may wish to include directions regarding how to deal with the property. For example, you may instruct your Executor or Trustee to obtain an appraisal of the property and allow your legatees (beneficiaries) to engage in a sealed bidding process with the minimum bid to be no less than the appraised value of the property. One or more beneficiaries can opt to receive the property as an in kind distribution from your estate. In the event the property is worth more than the beneficiary would otherwise receive, they will need to buy out the other beneficiaries' interests in order to receive the property. Note also that if the property is not titled in a Trust, in order to transfer title to vacation property located in another state, your Executor will need to pursue ancillary administration in the state in which the property is located.

Dealing With Pets

The Illinois Pet Trust Act (*760 ILCS, 5/15.2)* allows you to create trusts for one or more companion animals through an estate plan. The Act defines a "Trust" as a trust created by will, deed, agreement, declaration or other written instrument. The Act, which was effective January 1, 2005, allows pet owners to make provisions for their furry friends so that their pets are taken care of in the style to which they have become accustomed to during their owner's life.

Elderly/ Disabled Clients

The Illinois Probate Act provides that every person who has attained the age of 18 years and is of sound mind and memory has power to bequeath by will the

real and personal estate which he has at the time of his death. *755 ILCS 5/4-1.* "Sound mind" does not mean that a Testator has to be in perfect mental health. In fact, the Illinois Guardians for Disabled Adults Act provides that a guardian for a disabled adult may (with court permission) make gifts on behalf of the disabled adult and may modify by means of codicil or trust amendment, the terms of a ward's will or any revocable trust created by the ward. See *755 ILCS 5/11a-18.* While elderly and mildly disabled adults may have capacity to execute a Will, it is wise to carefully document that they have capacity to execute a Will. Such documentation may include having the witnesses to the Will make notes of the Will execution meeting or videotaping the Will execution. While a video is likely not admissible for purposes of establishing competence, it can help to discourage a Will contest.

Second Marriages

Second (or more) marriages present multiple issues. For example, who is the client that the attorney represents? Spouses involved in separate marriages may have kept their assets separate for estate planning purposes. It can be difficult, if not impossible, for both spouses to use the same estate planning attorney. At a minimum, the spouses will need to waive any potential conflicts of interest in writing at the beginning of the attorney/client relationship.

Additionally, spouses in second marriages who have children from prior a relationship often have competing desires for how to deal with their respective children. Particularly if the couple has "new children" together, the children from the prior relationship may feel like second class citizens. One option to deal with children from prior relationships is to have each spouse secure life insurance on each of their lives with the proceeds to be left to their children (either outright or in trust). The life insurance will provide a pool of cash that is separate from the balance of the couple's other assets. Thus, the children from the prior relationship are taken care of without having to split assets with the surviving spouse or a step-

brother or sister. Spouses in second marriages should additionally consider naming someone other than their spouse to be the Executor of their Will (or Trustee of a Testamentary Trust established for their children from the prior relationship).

Succession Planning for a Family-Owned Business

Business owners who have worked hard to build a family business may find themselves facing an uncomfortable situation when it comes to planning for the future of the business after their death. One or more children may wish to continue on with the business, while another may prefer to pursue a different career path. While beyond the scope of these materials, business owners should make provisions in their estate plan for how the family business is to be dealt with following their death, including: (1) having the business appraised; (2) providing for transfer of the business to one or more children, which may involve purchasing life insurance as a way for the children to "buy" the business from the Testator's estate; and (3) providing for those children who will not be actively involved in the business after the Testator's death. For example, will all children have an equal ownership interest even if they are not actively involved in the business?

Conclusion

As you can see, estate planning can become quite complicated in a very short period of time. However, a carefully drafted set of estate planning documents will go a long way to providing peace of mind that you (in the event of your disability) and your loved ones (upon your death) will be taken care of in accordance with your wishes.

ESTATE PLANNING
PERSONAL INFORMATION FACT-FINDER

BACKGROUND INFORMATION:

	You	Your Spouse
First Name	_____	_____
Middle Name	_____	_____
Last Name	_____	_____
Preferred Name	_____	_____
Social Security Number	_____	_____
Date of Birth	_____	_____
Are you a U.S. citizen?	_____ Yes _____ No	_____ Yes _____ No

CHILDREN:

	Name	Date of Birth
Child 1	_____	_____
Child 2	_____	_____
Child 3	_____	_____
Child 4	_____	_____

Is any child adopted? _____ Yes _____ No

If yes, give the name of the adopted child, date of adoptions, and place of adoption.

Name of adopted child _____

Date of adoption _____

Place of adoption (City, State, and If not U.S., Country) _____

Have you at any time during your marriage resided in a community-property state?

_____ Yes _____ No

If yes, when and where? _____

Have you and your spouse entered into any agreement prior to or during your marriage regarding the rights of each of you in the property of the other?

_____ Yes _____ No

If yes, please furnish a copy of that agreement.

Have you and your spouse ever filed a United States Gift Tax Return (Form 709)?

_____ Yes _____ No

If yes, please furnish a copy of all such returns.

RESIDENCE:

Street Address _____

City, Zip Code _____

Home Phone (____) _____ (____)_____

Business Phone (____) _____ (____)_____

E-mail Address _____

ADDITIONAL INFORMATION:

Is there any other information we should know about you or your family (*e.g.*, second marriage, disabled child, etc.)?

_____

_____

PROFESSIONAL RELATIONSHIPS:

Accountant:

Name/Firm _____

Address _____

City/State/Zip _____

Phone (____) _____

Life Insurance Representative:

Name/Firm _____

Address _____

City/State/Zip _____

Phone (____) _____

Stockbroker:

Name/Firm _____

Address _____

City/State/Zip _____

Phone (____) _____

Benefits Coordinator at Place of Employment:

Name/Firm _____

Address _____

City/State/Zip _____

Phone (____) _____

GIFTS:

Are there any gifts of specific property (*e.g.*, family heirlooms, jewelry, etc.) or cash that you would like to go to any specific individuals or organizations, including charitable bequests?

Gift	To Whom
_____	_____
_____	_____
_____	_____

REPRESENTATIVES UNDER THE WILL:

Executor:

May be an individual or a Trust Company – typically spouse

1. _____

May appoint Successor Executor

2. _____

Trustee of Children's Trust:

May be same person as Executor or another individual or Trust Company

1._____

Successor Trustee

2._____

Guardian of Minor Children:

May be same person as Executor and/or Trustee or may be another individual

1. _____

May appoint Successor Guardian

2. _____

Terms of Children's Trust:

1. Principal of Children's Trust:

Until the trust is distributed to the child or children, the Trustee is typically instructed to pay only so much of the principal of the trust as is necessary for each child's health, maintenance, in reasonable comfort, education (including post-graduate), and best interests.

If for some reason you do not desire this language, please indicate below and explain your desires:

_____

_____

_____

2. Income from Children's Trust:

Until the trust is distributed, the principal of the trust will generally earn income. The trust can be drafted so that the income is either rolled over into principal (the most common alternative) or so that the income, or at least a portion of it, is paid to the child or children on a consistent (*e.g.*, quarterly) basis. Indicate your wishes below:

_____ **Roll income over into principal.**

_____ **Pay _____% of the income to each child beginning at age _____.**

3.Principal Distribution of Children's Trust:

Ultimately, the principal of the trust must be distributed to the child or children. Although the balance may be distributed in one lump sum upon a child's attaining a specific age, typically the distribution is done in two or three installments (*e.g.*, one third at age 21, one third at age 25, and one third at age 30) to protect the child from losing or spending all of his or her inheritance at an early age. Indicate your wishes with respect to the principal distribution of the trust below:

1/_____ at age _____;

1/_____ at age _____;

1/_____ at age _____.

POWERS OF ATTORNEY:

Agents for Power of Attorney for Health Care:

May be an individual – typically spouse

1. _____

Successor Agent

2. _____

Agents for Power of Attorney for Property:

May be an individual – typically a spouse

1._____

Successor Agent

2._____

LIVING WILL:

Is a Living Will desired? **_____ Yes _____ No**

FINANCIAL INFORMATION:

	OWNERSHIP AND VALUE		
Asset	**Husband**	**Wife**	**Joint**
CASH			
_____	$_____	$_____	$_____
BANK ACCOUNTS			
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
CERTIFICATES OF DEPOSIT			
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
MONEY MARKET FUNDS			
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
BROKERAGE HOUSE ACCOUNTS			
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

STOCKS

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

GOVERNMENT SAVINGS BONDS (Series E, H, EE, HH)

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

TAX-FREE BONDS

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

OTHER BONDS

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

MUTUAL FUNDS

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

KEOGH PLAN

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

QUALIFIED OR NONQUALIFIED EMPLOYER PLANS

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

ANNUITIES

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

LIFE INSURANCE (Face Value/Death Benefit)

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

REAL ESTATE (Include primary residence, vacation homes, rental property, vacant land)

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

PASSIVE REAL ESTATE INVESTMENT (*e.g.*, limited partnerships, etc.)

_____ $_____ $_____ $_____

_____ $_____ $_____ $_____

AUTOMOBILES

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

INTEREST IN CLOSELY HELD BUSINESS

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

SOLE PROPRIETORSHIP

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

PERSONAL/MISCELLANEOUS ASSETS

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

OTHER ASSETS

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
TOTAL ASSETS	$_____	$_____	$_____
GRAND TOTAL			$_____

LIABILITIES

Long-Term (mortgages or notes Not to be repaid within one year)

_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
TOTAL LONG-TERM LIABILITIES	$_____	$_____	$_____
NET WORTH	$_____	$_____	$_____

We have prepared this form with the understanding that it will be relied on for estate planning advice, and any material omissions, over- or understated amounts, or inaccurate ownership information may cause that advice to be inappropriate. We verify that the information furnished is complete and accurate and understand that you will not be making an independent investigation to confirm the data.

Dated: _____, 2013.

_____
Client

_____
Client

LAST WILL AND TESTAMENT
OF
JOHN DOE

LAST WILL AND TESTAMENT
OF
JOHN DOE
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LAST WILL AND TESTAMENT
OF
JOHN DOE

I, John Doe, of Illinois, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I

Family Information

I am married to _____ and any reference to my Husband shall be to him. My only child born before the date of my Will is _____, born on _____.

ARTICLE II

Tangible Personal Property and Pets

A. **Memorandum of Wishes.** I may leave a writing disposing of some or all of my tangible personal property. If I do so and the writing can be incorporated by reference into this Will or otherwise be legally binding, I direct that it be incorporated or followed and prevail over the disposition below in this Article. If the writing is not legally binding, I request that my wishes, as expressed in that writing, be followed. This provision shall apply whether the writing is executed before or after this Will. If no such writing is found by my Personal Representative within thirty (30) days of the admission of my Will to probate, it shall be conclusively presumed that no such writing exists. **IT IS IMPORTANT TO NOTE THAT THIS SIDE MEMORANDUM IS NOT LEGALLY ENFORCABLE UNLESS EXECUTED IN ACORDANCE WITH THE REQUIREMENTS TO EXECUTE A WILL.**

B. **Special Gift of Pets.** If my Husband does not survive me, I give to _____, if she is then living, otherwise _____ all pets that I may own at my death, entrusting to this person my pets' care and custody and the responsibility of making for them a suitable home or placing them in suitable homes, but with no liability to any persons for decisions made in good faith regarding my pets. If my Husband does not survive me, I give also to _____, if she is then living, otherwise _____ all supplies and other paraphernalia relating to such pets, including, for example, any pet food or pet medicines, pet carrying cases, cages and any books, tapes, photographs, recordings or other

memorabilia that I own and that my Personal Representative shall determine to be appropriately used in connection with my pets and to have no significant economic value to anyone other than the owner of such pets.

C. **General Gift of Tangible Personal Property.** I give all my tangible personal property (other than items effectively disposed of above) to my Husband, if he survives me. If my Husband does not survive me, my Personal Representative is authorized to sell any such property that my Personal Representative (excluding, however, any Personal Representative who is a descendant of mine) may determine I would not wish to have preserved for my descendants and to add the proceeds of sale to my estate. I give the balance of such property to my descendants who survive me, per stirpes.

D. **Gift Includes Insurance.** A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

E. **Payment of Packing, Shipping and Delivery Expenses.** The expense of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

F. **Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

ARTICLE III
Powers of Appointment

I declare that I do not by this Will intend to exercise any power of appointment.

ARTICLE IV
Residue

I dispose of the rest, residue and remainder of my estate, real and personal ("my Residuary Estate"), including any property mentioned above but not effectively disposed of, as follows:

A. **If My Husband Survives.** If my Husband survives me, I give my Residuary Estate, real and personal, to my Husband.

B. **If My Husband Does Not Survive.** If my Husband does not survive me, I give my Residuary Estate, real and personal, to my descendants who survive me, per stirpes.

ARTICLE V
Takers of Last Resort

My Personal Representative shall distribute any property that is not otherwise disposed of under this Will to the persons who would have inherited my personal estate, and in the shares that they would have inherited it had I died a resident of the State of Illinois, unmarried and without a valid Will.

ARTICLE VI
Payments to Minors

Whenever income or principal becomes distributable to a person under twenty-one (21) years of age (described herein as the "Minor" regardless of the actual legal age of majority) for any reason, my Personal Representative may make the distribution in any way in which my Personal Representative shall deem appropriate, including (but not limited to) those enumerated in this Article:

A. **Distribution to Trust.** My Personal Representative may hold the property in a separate trust for the Minor until the Minor attains twenty-one (21) years of age. My Personal Representative may distribute to the Minor as much of the net income and/or principal of the trust as my Personal Representative may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Minor reaches twenty-one (21) years of age, my Personal Representative shall distribute the property to the Minor. If the Minor dies before reaching twenty-one (21) years of age, then upon the Minor's death, my Personal Representative shall distribute the property as follows:

1. to the Minor's descendants surviving the Minor, per stirpes; or if there are no such descendants then living, then

2. if the Minor was a grandchild or more remote descendant of mine, to the descendants then living, per stirpes, of the Minor's nearest ancestor who was a descendant of mine with descendants then living, or if there are no such descendants then living, or if the Minor was a child of mine, then

3. to my descendants then living, per stirpes.

B. **Distribution to Custodian.** My Personal Representative may distribute the property to a custodian or successor custodian under any state's version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Personal Representative. My Personal Representative may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-one (21) years of age if that is permitted, and may designate successor custodians.

C. **Distribution to Donee of a Power during Minority.** My Personal Representative may actually distribute the property to anyone serving as Trustee under this Will, in a manner so that it then vests in the Minor, to hold the same as donee of a power during minority, such donee to have all the powers of a Trustee under this Will (including the power to apply the property for the Minor) and to be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

D. **Distribution to a Guardian of a Minor's Property.** My Personal Representative may distribute the property to a Guardian of the Minor's estate.

E. **Distribution to a Minor's Parent.** My Personal Representative may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of a beneficiary only if the parent either (1) is a descendant of mine, or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

F. **Distribution Directly to a Minor.** My Personal Representative may distribute the property directly to the Minor if the Minor has attained fourteen (14) years of age and my Personal Representative determine that the Minor has the practical capacity to own the type and amount of property in question.

G. **Exoneration of Fiduciary for Distributions for Minor.** My Personal Representative shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

ARTICLE VII

The Closely-Held Business

A. **Authority to Operate.** My Personal Representative may operate "the Business" (as defined below) and retain any equity interests in the Business, even if these interests otherwise would be a speculative or inappropriate investment. My Personal Representative may do all things related to the operation of the Business that I could have done if living, in a fiduciary capacity:

1. My Personal Representative may carry out the terms of any option or buy-sell agreements into which I may have entered.

2. My Personal Representative may sell or liquidate any of the Business interests at such price and on such terms as my Personal Representative may deem advisable.

3. My Personal Representative may arrange for and supervise the continued operations of the Business.

4. My Personal Representative may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of my estate.

5. My Personal Representative may grant, exercise, sell, or otherwise deal in any rights to subscribe to additional interests in the Business.

6. My Personal Representative may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.

7. My Personal Representative may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in voting trusts.

8. My Personal Representative may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that I could have taken as the owner of the Business.

9. My Personal Representative may invest additional capital in, subscribe to additional stock or securities of and loan money or credit to the Business from my estate.

10. My Personal Representative may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.

B. **Compensation.** My Personal Representative shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to my Personal Representative from the Business, my estate, or both, as my Personal Representative may deem advisable.

C. **Conflict of Interest Waived.** My Personal Representative may exercise the authorities granted under this Article even if my Personal Representative shall own personally an interest in the Business.

D. **The "Business" Defined.** The "Business" means any interest owned by me at my death, representing, in the aggregate, at least five percent (5%) of the total equity interests in any actively-conducted trade or business, whether incorporated or unincorporated. The "Business" shall also include, but not be limited to, any five percent (5%) or greater equity interests in any corporations, general and/or limited partnerships as well as membership interests in any limited liability company or other business enterprise formed, operated or beneficially owned by me prior to my death or participated in (to the extent of five percent (5%) or more) by me prior to my death. The "Business" does not include any interests that are regularly traded on an established exchange or over-the-counter.

ARTICLE VIII

Personal Representative Appointments

A. **Appointment of Initial Personal Representative.** I appoint my Husband, _____ to serve as a Personal Representative hereunder.

B. **Appointment of First Level Successor Personal Representative.** I appoint _____, to serve as a Personal Representative hereunder when all other Personal Representatives previously appointed have failed to qualify or ceased to serve as a Personal Representative.

C. **Co-Personal Representatives.** A Co-Personal Representative may be appointed by a then serving Personal Representative (the "appointing Personal Representative") at any time, regardless of how many Personal Representatives are serving. A Co-Personal

Representative so appointed hereunder shall serve while the appointing Personal Representative serves, and shall continue to serve if the appointing Personal Representative fails or ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve. Any appointment of a Co-Personal Representative hereunder shall be made by an acknowledged instrument delivered to any and all other Personal Representatives who may then be serving and filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate.

D. **Successor Personal Representatives.** If a specific successor Personal Representative is named to succeed a particular Personal Representative named in this Article, such specific successor Personal Representative shall serve as successor as appointed above. In all other cases, any Personal Representative (the "appointing Personal Representative") may appoint successor Personal Representatives in accordance with this paragraph:

1. Any Personal Representative serving at any time may appoint a successor Personal Representative to serve when the appointing Personal Representative fails or ceases to serve as Personal Representative.

2. If an appointing Personal Representative names a successor Personal Representative, and if I have also named or provided for the appointment of one or more successor Personal Representatives herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Personal Representative shall be made by an acknowledged instrument delivered to any and all other Personal Representatives who may then be serving and filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate.

E. **Filling Personal Representative Vacancies.** If there is neither an effectual appointment of a successor Personal Representative nor any effectual provision otherwise hereunder for the appointment of a successor Personal Representative, my Husband, if living and capable of making the appointment or, if not, a majority of my then living descendants who are so capable shall have the right to appoint an individual, corporation or other entity with fiduciary

powers to replace the removed Personal Representative or whenever the office of Personal Representative becomes vacant.

F. **Compensation of Personal Representatives.** An individual Personal Representative may receive reasonable compensation in accordance with the law of the State of Illinois in effect at the time of payment, unless the Personal Representative waives compensation. A corporate Personal Representative shall be compensated by agreement with the individual Personal Representative or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Personal Representative to charge additional fees for services it provides hereunder that are not comprised within its duties as a Personal Representative; for example, a fee charged by a mutual fund it administers in which my estate invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Personal Representative may charge separately for some services comprised within its duties as a Personal Representative; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as a Personal Representative. The collection by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation.

ARTICLE IX

Fiduciary Provisions

A. **General Provisions Regarding Changes in Fiduciaries.**

1. To the extent not prohibited by applicable law, any Personal Representative may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Personal Representative complies with any applicable state law governing the resignation of the Personal Representative that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Personal Representative and delivered to any other fiduciary (acting hereunder, or if none, to my eldest living descendant, or if none, then to the guardian of my eldest living descendant, or, if such descendant is a minor and no guardian for such minor has been appointed

and is acting, then to the parent of such descendant or other individual with whom such minor resides.

2. No successor Personal Representative shall be personally liable for any act or failure to act of any predecessor Personal Representative or shall have any duty to examine the records of any predecessor Personal Representative. A successor Personal Representative may accept the account rendered and the property delivered to the successor Personal Representative by or on behalf of the predecessor Personal Representative as a full and complete discharge of the predecessor Personal Representative without incurring any liability or responsibility for so doing. The successor Personal Representative shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Personal Representative occurring before the date the trust property was received by the successor Personal Representative.

B. **Accountings and Other Proceedings.**

1. I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Personal Representative shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Personal Representative shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Personal Representative shall determine. My Personal Representative shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

2. I direct that in any proceeding relating to my estate, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations and indemnities.

C. **Fiduciary to Fiduciary Self-Dealing.** Except to the extent (but only to the extent) a restraint on self-dealing may not be waived under applicable local law by a governing instrument, I authorize any Personal Representative acting hereunder, without court approval or notice, (i) to purchase or otherwise acquire assets from and (ii) to sell, transfer, exchange or loan

any assets to any estate of which such Personal Representative is acting as a Personal Representative in any manner, at any time or times, and upon such terms, credits and conditions as my Personal Representative may deem advisable notwithstanding that such participation otherwise may be an act of self-dealing under applicable state law.

D. **Additional General Provisions Regarding Fiduciaries.**

1. "Interested Personal Representative" means any Personal Representative who is, or in the future may be, eligible to receive income or principal under this Will. A person is an Interested Personal Representative even if he or she has a remote contingent remainder interest, but is not an Interested Personal Representative if his or her only interest is as a potential distributee under a discretionary power held by a Disinterested Trustee, and/or as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person.

2. Except to the extent, if any, specifically provided otherwise in this Will, references to my Personal Representative shall, in their application to my estate, refer to all those from time to time acting as Personal Representative and, if two Personal Representatives are eligible to act on any given matter, they shall act unanimously, and if more than two Personal Representatives are eligible to act on a given matter, they shall act by majority.

3. No Personal Representative shall be liable to anyone for anything done or not done by any other Personal Representative or any beneficiary.

4. The fact that a Personal Representative is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Personal Representative or through any firm of which a corporate or individual Personal Representative is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by a Personal Representative or such a firm.

5. My Personal Representative may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Personal Representative shall not be under any duty to diversify

investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. My Personal Representative may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Will.

6. The fact that a Personal Representative (or a firm of which a Personal Representative is a member or with which a Personal Representative is otherwise affiliated) renders legal or other professional services to my estate shall not be deemed a conflict of interest, and my Personal Representative may pay fees for such services to such Personal Representative or firm without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative to approve such payment. An attorney or other Personal Representative who also renders professional services shall receive full compensation for both services as a Personal Representative and the professional services rendered, except as specifically limited by law.

7. No state law restraint on acts of self-dealing by a fiduciary shall apply to a Personal Representative who is my Husband or a descendant of mine, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Will, such Personal Representative may enter into transactions on behalf of my estate in which that Personal Representative is personally interested so long as the terms of such transaction are fair to my estate. For example, such Personal Representative may purchase property from my estate at its then fair market value without court approval.

E. **Waiver of Bond.** No Personal Representative shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE X
Fiduciary Powers

My Personal Representative may, without prior authority from any court, exercise all powers conferred by this Will or by common law or by any fiduciary powers act or other statute of the State of Illinois or any other jurisdiction whose law applies to this Will. My Personal Representative shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal

Representative until the actual distribution of the property. The powers of my Personal Representative shall also include the following powers:

A. **Sale or Exchange of Property.** My Personal Representative may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative may give such warranties or indemnifications as my Personal Representative may deem advisable. My Personal Representative may engage in transactions with any estate or trust, including but not limited to the estate of my Husband or the estate of any of my descendants or any trust established by me, my Husband or any of my descendants. Such transactions shall include lending money to, borrowing money from, purchasing real or personal property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

B. **Payment of Debts and Last Expenses.** My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses. If, under law, my Husband is primarily liable for my funeral or burial expenses or the expenses of my last illness, I hereby relieve him of such liability and direct that payment be made from my estate.

C. **Administration Expenses for Property Outside Domicile.** My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

D. **Security Interests.** My Personal Representative may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative may deem advisable.

E. **Tax Elections and Allocations.** My Personal Representative may make all tax elections and allocations my Personal Representative may consider appropriate, including any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

F. **Division and Distribution of My Estate.** My Personal Representative may divide and distribute the assets of my estate in kind, in money, or partly in each, without regard to the income tax basis of any asset and without the consent of any beneficiary. The decision of my Personal Representative in dividing any portion of my estate between or among multiple beneficiaries shall be binding on all persons.

G. **Determinations About Property.** My Personal Representative may determine what property is covered by general descriptions contained in this Will.

H. **Reliance Upon Advice.** My Personal Representative may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation.

I. **Personal Representative as Agent.** Personal Representatives serving in any jurisdiction in which a corporate Personal Representative is unable to serve as a Personal Representative may use such corporate Personal Representative as agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate Personal Representative such compensation for its services as agent as shall be agreed upon by all Personal Representatives.

ARTICLE XI

Appointment of Guardian

I appoint as guardian of any minor child of mine, the child's other parent, if living, or, if that parent fails to qualify or ceases to act, I appoint _____ as guardian. No bond or other security shall be required of any such person.

ARTICLE XII

Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

A. **Children and Descendants.** References to "children" and "descendants" shall include children and descendants whenever born.

B. **Survivorship.** Any beneficiary hereunder who dies within thirty (30) days following the date of my death or the termination of or distribution from any trust under this Will for which entitlement the date of this beneficiary's death shall be relevant, shall be deemed to have predeceased me or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Will.

C. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Will has specifically defined "Minor" to mean a person under twenty-one (21) years of age.

D. **Tangible Personal Property.** The term "tangible personal property" includes personally held art, antiques, stamp and coin collections and other collectibles. Such term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion.

E. **Per Stirpes.** Property that is to be divided among an individual's surviving or then-living descendants "per stirpes" or in "per stirpital shares" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

F. **Gross Estate.** "Gross estate" means my gross estate as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

ARTICLE XIII
Savings Clause

Should any of the provisions or directions of this Will fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Will be invalidated, impaired or affected thereby, but that this Will be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XIV

Captions

The captions used in this Will are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Will or the intent of any provision therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name on May 6, 2013.

_____
John Doe

Signed, sealed, published and declared by John Doe, the Testatrix above named, as and for her Last Will and Testament, in our presence, and we, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses on May 6, 2013.

_____
Signature of Witness

_____
Name of Witness

_____
Street Address

_____
City/State/Zip

_____
Signature of Witness

_____
Name of Witness

_____
Street Address

_____
City/State/Zip

SELF-PROVING AFFIDAVIT

I, John Doe, the Testatrix, sign my name to this instrument this May 6, 2013 and, being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

_____
John Doe

We, _____ and _____, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that John Doe signs and executes this instrument as her Last Will and that she signs it willingly (or willingly directs another to sign for her) and that each of us, in the presence and hearing of John Doe, hereby signs this Will as witness to her signing, and that to the best of our knowledge, John Doe is eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

_____
Signature of Witness

_____
Name of Witness

_____
Street Address

_____
City/State/Zip

_____
Signature of Witness

_____
Name of Witness

_____
Street Address

_____
City/State/Zip

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by John Doe, the Testatrix, and subscribed and sworn to before me by _____ and _____, witnesses, on _____, 2013.

(SEAL)

_____
, Notary Public

My Commission Expires: _____

MEMORANDUM
FOR DISPOSITION OF TANGIBLE PERSONAL PROPERTY
IN LAST WILL AND TESTAMENT OF
JOHN DOE

To my Personal Representative:

This memorandum is declared to be attached to a copy of my Last Will and Testament, as provided for therein and provides for the particular disposition of my tangible personal property. I direct my Personal Representative to take possession of such property as nominee only and to deliver such property to the following designated person(s) as soon after the opening of the administration of my Estate as possible.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Dated: _____

_____
John Doe

REVOCABLE TRUST FOR SINGLE PERSON

[CLIENT] TRUST

I, [client], have transferred ten dollars to myself as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

Article 1
Introduction

1.1 Family. I am not married. I have _____ child[ren] now living, namely _____.

1.2 Name of Trust. The name of this trust, as amended at any time and from time to time, shall be the [CLIENT] TRUST.

1.3 Right To Amend or Revoke. I reserve the right from time to time to amend or revoke this instrument in whole or in part by instrument (other than my Will) signed by me, referring to this instrument, and delivered to the trustee during my life. If I revoke this instrument, the trustee shall deliver the trust estate to me or as I direct.

Article 2
Lifetime Trust

During my life, the trustee shall administer the trust estate as the "Lifetime Trust" for my primary benefit as follows:

2.1 Distributions During My Life. As long as I am not incapacitated, the trustee shall pay to me that part of the income and principal as I shall request from time to time. If I become incapacitated, then while I am incapacitated, the trustee (a) shall pay to me as much of the income and principal as the trustee considers advisable for my health, maintenance in reasonable comfort, or best interests and (b) may pay as much of the income and principal as the trustee considers necessary for the health, maintenance in reasonable comfort, or education of any person dependent on me. Any income not so paid in each year and any income not so paid at my death shall be added to principal.

2.2 Determination of Incapacity. I shall be incapacitated if I am under a legal disability or am unable to give prompt and intelligent consideration to financial affairs.

(a) Written Determination. The determination of my inability shall be made in writing, signed by my personal physician and my children who are then living and able to so act, and delivered to the trustee. The trustee may rely conclusively on that writing.

(b) HIPAA Release Provision. When in the process of determining my incapacity, all of my individually identifiable health information or other medical records may be released to any person, other than me, who is then acting as the trustee, or to any person who is nominated to act as the successor trustee if I am then acting as the trustee. The information that may be released

pursuant to the terms of this subparagraph (b) shall include any written opinion relating to my incapacity that the person so acting or so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d and 45 C.F.R. pts. 160 – 164, and applies even if that person has not yet accepted the office of successor trustee.

2.3 Exclusion Gifts. If I become incapacitated, then while I am incapacitated, the trustee may make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts from the principal of the Lifetime Trust to any one or more of my descendants and their spouses in amounts the trustee considers appropriate. Annual Exclusion Gifts shall be made in such a manner as to qualify for the federal gift tax "annual exclusion" under Code §2503(b).

(a) Annual Exclusion Gifts. Annual Exclusion Gifts to each person in any calendar year shall not exceed the maximum allowable amount of the annual exclusion for an unmarried donor or twice that amount if I am married at the time of the gift.

(b) Tuition and Medical Exclusion Gifts. Tuition and Medical Exclusion Gifts shall be made in such a manner as to qualify for the federal gift tax exclusion under Code §2503(e). "Tuition and Medical Exclusion Gifts" means amounts paid on behalf of a person as tuition to an educational organization for the education or training of that person or to a medical care provider for the medical care of that person.

Article 3
Gifts at My Death

On my death, the trustee shall distribute the following gifts from the trust estate:

3.1 Gifts of Tangible Personal Property. The trustee shall make gifts of tangible personal property as I direct by any written instrument signed by me. "Tangible personal property" means all personal and household effects, jewelry, automobiles, collections, and other tangible personal property that I own at my death or that is then included as part of the trust estate (including insurance thereon). I may from time to time amend or revoke the written instrument, and any subsequent instrument shall control to the extent it conflicts with prior ones. Any decisions made in good faith by the trustee in distributing tangible personal property shall not be subject to review, and the trustee shall be held harmless from any cost or liability as to those decisions. I shall be deemed to have left only those written instruments that the trustee is able to find after reasonable inquiry within 60 days after my death.

3.2 Gifts of Remaining Tangible Personal Property. I give all tangible personal property not otherwise effectively disposed of in shares of equal value to my children who survive me (to the exclusion of the descendants of any child who does not survive me), to be divided among them as they agree, or, if they cannot agree within 60 days after my death, as the trustee determines.

3.3 Gift of Balance of the Trust Estate. I give the balance of the trust estate in shares of equal value to my surviving children, provided that if a child of mine predeceases me but a descendant of the child survives me, the trustee shall distribute the share that would have been distributed to the deceased child, if living, per stirpes to the child's descendants who survive me.

3.4 Survivorship. Only persons living on the 30th day after the day of my death shall be deemed to have survived me for purposes of this Article.

Article 4
Distribution to Beneficiaries Under Prescribed Age

Any property to be distributed (other than a discretionary payment) to a beneficiary who is not a child of mine and is under age _____ at the time of distribution, or is then incapacitated, shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, education, or best interests. Any income not so paid in each year shall be added to principal at the end of each year. The trustee shall distribute the remaining trust assets to the beneficiary on the last to occur of (a) when the beneficiary attains age _____ or (b) when the beneficiary attains capacity, and in any case shall pay all of the trust assets to the beneficiary's estate if the beneficiary dies prior to receiving the assets. If at the time the trust is created or during the administration of the trust the beneficiary is under age 21, the trustee may terminate the trust and distribute the property to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act.

Article 5
Contingent Gift Provision

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date unmarried and domiciled in Illinois.

Article 6
Trustee Succession

6.1 Successor Trustee. When I cease to act as trustee, _____ shall be trustee.

6.2 Resignation. A trustee may resign at any time by signed notice to the cotrustees, if any, and to the income beneficiaries.

6.3 Individual Trustee Succession. Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may, by signed instrument filed with the trust records, (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee, consecutively or concurrently in any stated combination and on any stated contingency, and (b) amend or revoke the designation before the designated trustee begins to act.

6.4 Default of Designation. If at any time no trustee is acting and no designated trustee is able and willing to act, then the first of the following who is able and willing to act shall be trustee:

(a) _____;

(b) _____;

(c) _____;

(d) Any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries, but no beneficiary, spouse of a beneficiary, or person legally obligated to a beneficiary shall become a successor trustee under this subparagraph (d).

6.5 Corporate Trustee Substitution. A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

Article 7
Trustee Actions

7.1 Control. Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

7.2 Accountings. Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A "future beneficiary" of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account were approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent; and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

7.3 Trustee's Right to Account Settlement Before Distribution. Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

7.4 Acceptance of Predecessor's Accounts. Upon the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

7.5 Notice. If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

7.6 Special Trustees. If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

7.7 Delegation to Cotrustee. Any individual trustee may delegate any or all of that trustee's powers and duties to a cotrustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the cotrustee to whom the delegation is made. Any person or institution may rely on the written certification of a cotrustee that the cotrustee has the power to act without concurrence of any other trustee, provided, however, that the cotrustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

7.8 Compensation. The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

7.9 Determinations by Trustee. The trustee's reasonable determination of any question of fact shall bind all persons.

7.10 Third-Party Dealings. The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

7.11 Exoneration of Trustee. Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

7.12 Bond. No trustee need give bond or qualify before or account to any court.

7.13 Powers of Successor Trustee. Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

Article 8
Trustee Powers

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

8.1 Retention. To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

8.2 Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms as the trustee sees fit;

8.3 Real and Tangible Personal Property. To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

8.4 Borrowing. To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

8.5 Investing. To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, membership interests in limited liability companies, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

8.6 Joint Investments; Distribution; Determination of Value. To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; and to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

8.7 Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments, and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

8.8 Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

8.9 Delegation. To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable;

8.10 Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust and to pay all taxes imposed on the trust;

8.11 Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust); (b) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (c) any premium paid for interest-bearing debt obligations shall be amortized out of income;

8.12 Dealing with Fiduciaries. To deal with, purchase assets from, or make loans to the fiduciary of any trust made by me or a trust or estate in which any beneficiary under this trust has an interest, even though a trustee under this instrument is the fiduciary, and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment; to deal with a corporate trustee under this instrument individually or a parent or affiliate company; and to deal with the fiduciary of any other estate, trust, or custodial account even though the fiduciary is a trustee under this instrument;

8.13 Compromising Claims. To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

8.14 Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

8.15 Elections Under Retirement Plans. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

8.16 Loans. To make loans to any person or entity, including any trust or estate, on terms that the trustee considers advisable; to make any loans with or without security and subordinate the loans to other obligations of the indebted parties; and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

8.17 Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

8.18 Accepting Additional Property. To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

8.19 Environmental Matters. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; and to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and

8.20 Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

Article 9
Administrative Provisions

9.1 Administration After My Death. After my death, the trustee may hold the Lifetime Trust as a separate trust until all payments, allocations, and distributions from the Lifetime Trust directed by this instrument have been completed. If the Lifetime Trust is held as a separate trust under the preceding sentence, the trustee may from time to time distribute income or principal in satisfaction of the succeeding trusts, distributive shares, or gifts and shall distribute the Lifetime Trust in complete satisfaction of such trusts, shares, or gifts as soon as practicable after my death.

9.2 Standard for Discretionary Payments. In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

9.3 No Advancements. No payment made to any beneficiary under this instruments shall be treated as an advancement.

9.4 Allocation of Assets and Income. For purposes of funding any pecuniary gifts, the trustee may allocate or distribute assets in any manner, but the trustee shall value each asset at its fair market value on the date on which the asset is allocated or distributed.

9.5 Administrative Termination of Trust.

(a) Small Trust Termination. The trustee may terminate any trust with a value at the time of termination of less than $100,000. This power may not be exercised by a trustee who is a beneficiary of the trust.

(b) Qualified Perpetual Trust; Rule Against Perpetuities. I intend that each trust established under this instrument shall be a Qualified Perpetual Trust under Illinois law and shall not be subject to the Rule Against Perpetuities. The power of the trustee to sell, lease, or mortgage assets shall be construed as enabling the trustee to sell, lease, or mortgage trust property for any period beyond the Rule Against Perpetuities. If assets that would not qualify as part of a Qualified Perpetual Trust would otherwise be part of or be added to any trust established under this instrument, the trustee shall segregate those assets and administer them as a separate trust identical to the one to which the assets would have been added, except that, despite any other

provision, 21 years after the death of the last to die of all of the beneficiaries living at my death, each such separate trust then held under this instrument shall be terminated and distributed.

(c) Distribution on Termination. Distribution under this paragraph shall be to the income beneficiaries on the date of termination in the proportions in which they share the income or, if their interests are indefinite, to those persons in equal shares.

9.6 Facility of Payment. The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary; (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by making direct expenditures for the benefit of the beneficiary; or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

9.7 Spendthrift. No interest under this instrument shall be assignable by any beneficiary or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

9.8 Consolidation and Division of Trusts. The trustee may at any time consolidate any trust held under this instrument with any other trust if the beneficiaries of the trusts are the same and the terms of the trusts are substantially similar. Further, the trustee, in the trustee's absolute discretion, may divide a trust (the "initial trust") into two or more separate trusts and may segregate an addition to a trust (the "initial trust") as a separate trust.

(a) Funding. In dividing the initial trust, if the division is to be effective as of my death or as of the death of any other person, the trustee shall fund each separate trust with property having an aggregate fair market value fairly representative of the appreciation or depreciation in value from the date of such death to the date of division of all property subject to the division.

(b) Terms. A trust created pursuant to this paragraph shall have the same terms and conditions as the initial trust, and any reference to the initial trust in this instrument shall refer to that trust. The rights of beneficiaries shall be determined as if that trust and the initial trust were aggregated, but (1) different tax elections may be made as to the trusts, (2) disproportionate discretionary distributions may be made from the trusts, (3) taxes may be paid disproportionately from the trusts, (4) upon termination, the share of a remainder beneficiary (including any recipient trust) may be satisfied with disproportionate distributions from the trusts, and (5) a beneficiary of the trusts may disclaim an interest in one of the trusts without having to disclaim the interest in another trust. In administering, investing, and distributing the assets of the trusts and in making tax elections, the trustee may consider differences in federal tax attributes and all other factors the trustee believes pertinent.

9.9 Accrued and Unpaid Income. Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

9.10 Controlling Law. The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

9.11 Life Insurance. I retain during my life all rights under insurance policies payable to the trustee, including the right to change the beneficiaries and to assign any policies to any lender, including any trustee, as security for any loan. During my life the trustee shall have no responsibility with respect to the policies for the payment of premiums or otherwise. After my death, the trustee shall take whatever action the trustee considers best to collect the proceeds of any policies then payable to the trustee, but the trustee need not incur expense or take legal proceedings unless indemnified. Payment to and the receipt of the trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment.

9.12 Exclusion of Interested Trustee. Notwithstanding any other provision, an individual trustee other than me (a) shall have no incident of ownership or power or discretion with respect to any policy of insurance on the trustee's life; (b) shall have no discretionary power to allocate or distribute assets to the extent that such would discharge the trustee's legal obligation to support any beneficiary; (c) shall, if the trustee has a beneficial interest in a trust, have no discretionary power to allocate or distribute assets of the trust, directly or indirectly, to or for any beneficiary (including the trustee), unless necessary for the beneficiary's support in reasonable comfort, healthcare, or education at any level (to the extent the trustee was otherwise granted such discretionary powers); and (d) shall have no other power or discretion that would be deemed a general power of appointment under Code §2041 unless the trustee has such a power in other than a fiduciary capacity.

Article 10
Payment of Death Taxes, Expenses, and Debts

10.1 Payments. After my death, the trustee shall make the following payments:

(a) Death Taxes. All of my death taxes, except that any increase in my death taxes incurred as a result of property (1) over which I have power of appointment, (2) with respect to which a qualified terminable interest election has been allowed, or (3) includable in my estate as a transfer in trust with a retained interest (other than retirement interests and/or any trust I have created over which I have power of revocation at my death) shall be paid by the person holding or receiving that property;

(b) Expenses. All expenses of my last illness, funeral, and burial; costs of safeguarding and delivering tangible personal property; and estate administration expenses; and

(c) Debts. All of my debts, other than debts secured by life insurance, by an interest in a land trust or cooperative, or by real property.

10.2 Source of Payments Generally. The trustee shall make all payments required under this Article from the principal of the Lifetime Trust remaining after distribution of any gifts of tangible personal property, gifts of specific assets, or gifts of specific sums of money, in trust or otherwise. If the cash and readily marketable assets in the Lifetime Trust are insufficient to make the foregoing payments in full, the trustee shall notify the executor of my estate of the amount of insufficiency and request payment. Notwithstanding the preceding two sentences:

(a) Generation-Skipping Taxes. The trustee shall pay from the disclaimed assets all generation-skipping transfer taxes on direct-skip transfers of which I am the transferor occurring at my death as a result of a disclaimer; and

(b) Retirement Interests. To the extent necessary to qualify the trust as a designated beneficiary, the trustee shall not use retirement interests to pay death taxes or make any other payment under the preceding paragraph entitled "Payments," or if the non-retirement interests in the trust are not sufficient to pay all taxes, debts, and expenses out of non-retirement interests, such payments shall be made, to the extent practicable, by September 30 of the year following the year of my death.

10.3 Apportionment and Reimbursement for Death Taxes and Expenses. Except as otherwise provided in paragraph 10.1(a), I waive all rights to reimbursement and apportionment.

10.4 Tax Elections. The trustee may make elections under tax laws and employee benefit plans. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for any such election or allocation.

Article 11
Definitions

11.1 Balance of the Trust Estate. The "balance of the trust estate" means the principal of the Lifetime Trust (including assets received from my probate estate or any other source) reduced by any payments of expenses, debts, and death taxes required to be paid from the Lifetime Trust and any gifts of specific assets and any pecuniary gifts (including pecuniary formula gifts).

11.2 Child and Descendant.

(a) Adopted Child. A "child" of a person includes a child adopted by that person only if the person lawfully adopts the child prior to the child's attaining age 21.

(b) Descendant. A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants per stirpes, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) Child in Gestation. A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

11.3 Code. References to sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

11.4 Death Taxes. "Death taxes" includes all estate, transfer, inheritance, and other succession taxes (including penalties and interest) imposed by reason of death. Death taxes shall not include generation-skipping transfer taxes imposed on any generation-skipping transfers other than direct-skip transfers make at the decedent's death of which the decedent is the transferor.

11.5 Education. "Education" means a preschool, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

11.6 Incapacity. A person (other than me) shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act upon incapacity.

11.7 Income Beneficiary. An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

11.8 Per Stirpes. Whenever assets are to be allocated for or distributed to the descendants of a person per stirpes, those assets shall be divided into equal shares, one such share for each then-living child of that person and one such share for each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants per stirpes in accordance with the preceding sentence and this sentence.

11.9 Qualified Corporation. A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that would not be considered a related or subordinate party under Code §672(c) as to any beneficiary under this instrument if that beneficiary were a grantor of the trust.

11.10 Retirement Interests. "Retirement interests" means all qualified or unqualified employee benefit or annuity plans, contracts, custodial accounts, and other deferred compensation arrangements pertaining to my employment and all assets in those plans and my individual retirement accounts.

11.11 Spouse. The "spouse" of any person means the individual legally married to, or joined to in a civil union under the laws of Illinois or in a similar legal arrangement valid under the laws of the state in which the union took place, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

Article 12
Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Signed on _____, 20__

_____
[client], individually and as trustee

STATE OF ILLINOIS)
)
COUNTY OF _____)

On _____, 20__, [client] personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.

_____
Notary Public

This document was prepared by: _____

NOTE: This form obtained from *"Estate Planning for Illinois Attorneys: The Basics and Beyond"*, Illinois Institute of Continuing Legal Education, 2013.

NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY FOR JOHN DOE

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated "agent" broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the directions in this form. Your agent must keep a record of all receipts, disbursements, and significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.

The powers you give your agent are explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law. The "**NOTE**" paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please place your initials on the following line indicating that you have read this Notice:

_____
Principal's Initials

ILLINOIS STATUTORY SHORT FORM
POWER OF ATTORNEY FOR PROPERTY

1. I, **John Doe**, of _____, hereby revoke all prior statutory powers of attorney for property executed by me and appoint _____, of _____ (**NOTE**: You may not name co-agents using this form.), as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(**NOTE**: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category you must draw a line through the title of that category.)

(a) Real estate transactions.

(b) Financial institution transactions.

(c) Stock and bond transactions.

(d) Tangible personal property transactions.

(e) Safe deposit box transactions.

(f) Insurance and annuity transactions.

(g) Retirement plan transactions.

(h) Social Security, employment and military service benefits.

(i) Tax matters.

(j) Claims and litigation.

(k) Commodity and option transactions.

(l) Business operations.

(m) Borrowing transactions.

(n) Estate transactions.

(o) All other property transactions.

(**NOTE**: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars: (**NOTE**: Here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent.) **None**.

3. In addition to the powers granted above, I grant my agent the following powers: (**NOTE**: Here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below.) **None**.

(**NOTE**: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep paragraph 4, otherwise it should be struck out.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(**NOTE**: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(**NOTE**: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time this power is signed and will continue until your death, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 6 and 7.)

6. (___) This power of attorney shall become effective on _____.

[OR]

(___) This power of attorney shall become effective upon my becoming incompetent to act in the management of my affairs. I shall be considered to be incompetent to act in the management of my affairs if I am unable to give prompt and intelligent consideration to my affairs as certified in writing by my then attending physician licensed to practice medicine in the state in which I reside. The effective date of such incompetency shall be the date of the certificate of the physician described above.

(**NOTE**: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)

7. (___) This power of attorney shall terminate on _____.

(**NOTE**: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(**NOTE**: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: (a) _____, then (b) _____, and then (c) _____.

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(**NOTE**: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to act as guardian.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

(**NOTE**: This form does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.)

11. The Notice to Agent is incorporated by reference and included as part of this form.

Dated: _____

_____
John Doe, Principal

(**NOTE:** This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)

The undersigned witness certifies that John Doe, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____

_____
Witness

(**NOTE**: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)

(Second witness) The undersigned witness certifies that John Doe, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: _____

_____
Witness

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a notary public in and for the above county and state, certifies that John Doe, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses _____ and _____ in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (and certified to the correctness of the signature(s) of the agent(s)).

Dated: _____

_____
, Notary Public

My commission expires:

_____

(**NOTE**: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of agent (and successors).

_____

_____

I certify that the signatures of my agent (and successors) are genuine.

_____
John Doe

_____
John Doe

(**NOTE**: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.)

This document prepared by:

Attorney Name
Firm name and address

NOTICE TO AGENT

When you accept the authority granted under this power of attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

(1) do what you know the principal reasonably expects you to do with the principal's property;

(2) act in good faith for the best interest of the principal, using due care, competence, and diligence;

(3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;

(4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and

(5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent you must not do any of the following:

(1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;

(2) do any act beyond the authority granted in this power of attorney;

(3) commingle the principal's funds with your funds;

(4) borrow funds or other property from the principal, unless otherwise authorized;

(5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner: "(Principal's Name) by (Your Name) as Agent"

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

EXHIBIT A

EXPLANATION OF POWERS

(a) **Real estate transactions**. The agent is authorized to: buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.

(b) **Financial institution transactions**. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability. This authorization shall also apply to any Totten Trust, Payable on Death Account, or comparable trust account arrangement where the terms of such trust are contained entirely on the financial institution's signature card, insofar as an agent shall be permitted to withdraw income or principal from such account, unless this authorization is expressly limited or withheld under paragraph 2 of the form prescribed under Section 3-3. This authorization shall not apply to accounts titled in the name of any trust subject to the provisions of the Trusts and Trustees Act, for which specific reference to the trust and a specific grant of authority to the agent to withdraw income or principal from such trust is required pursuant to Section 2-9 of the Illinois Power of Attorney Act and subsection (n) of this Section.

(c) **Stock and bond transactions**. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

(d) **Tangible personal property transactions**. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

(e) **Safe deposit box transactions**. The agent is authorized to: open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.

(f) **Insurance and annuity transactions**. The agent is authorized to: procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.

(g) **Retirement plan transactions**. The agent is authorized to: contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

(h) **Social Security, unemployment and military service benefits**. The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.

(i) **Tax matters**. The agent is authorized to: sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.

(j) **Claims and litigation**. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability. The statutory short form power of attorney for property does not authorize the agent to appear in court or any tribunal as an attorney-at-law for the principal or otherwise to engage in the practice of law without being a licensed attorney who is authorized to practice law in Illinois under applicable Illinois Supreme Court Rules.

(k) **Commodity and option transactions**. The agent is authorized to: buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

(l) **Business operations**. The agent is authorized to: organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(m) **Borrowing transactions**. The agent is authorized to: borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.

(n) **Estate transactions**. The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

(o) **All other property transactions**. The agent is authorized to: exercise all possible authority of the principal with respect to all possible types of property and interests in property, except to the extent limited in subsections (a) through (n) of this Section 3-4 and to the extent that the principal otherwise limits the generality of this category (o) by striking out one or more of categories (a) through (n) or by specifying other limitations in the statutory property power form.

NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR HEALTH CARE FOR JOHN DOE

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated "agent" broad powers to make health care decisions for you, including the power to require, consent to, or withdraw treatment for any physical or mental condition, and to admit you or discharge you from any hospital, home, or other institution. You may name successor agents under this form, but you may not name co-agents.

This form does not impose a duty upon your agent to make such health care decisions, so it is important that you select an agent who will agree to do this for you and who will make those decisions as you would wish. It is also important to select an agent whom you trust, since you are giving that agent control over your medical decision-making, including end-of-life decisions. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the statements in this form. Your agent must keep a record of all significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, even after you become disabled. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

The Powers you give your agent, your right to revoke those powers, and the penalties for violating the law are explained more fully in Sections 4-5, 4-6, and 4-10(c) of the Illinois Power of Attorney Act. This form is a part of that law. The "**NOTE**" paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign it if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please put your initials on the following line indicating that you have read this Notice:

_____
Principal's Initials

ILLINOIS STATUTORY SHORT FORM
POWER OF ATTORNEY FOR HEALTH CARE

1. I, **John Doe**, of _____, hereby revoke all prior statutory powers of attorney for health care executed by me and appoint _____, of _____ (**NOTE**: You may not name co-agents using this form.), as my attorney-in-fact (my "agent"), to act for me and in my name (in any way I could act in person) to make any and all decisions for me concerning my personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, even though my death may ensue.

A. My agent shall have the same access to my medical records that I have, including the right to disclose the contents to others.

B. Effective upon my death, my agent has the full power to make an anatomical gift of the following: (**NOTE**: Initial one. In the event none of the options are initialed, then it shall be concluded that you do not wish to grant your agent any such authority.)

_____ Any organs, tissues, or eyes suitable for transplantation or used for research or education.

_____ Specific organs: _____.

_____ I do not grant my agent authority to make any anatomical gifts.

C. My agent shall also have full power to authorize an autopsy and direct the disposition of my remains. I intend for this power of attorney to be in substantial compliance with Section 10 of the Disposition of Remains Act. All decisions made by my agent with respect to the disposition of my remains, including cremation, shall be binding. I hereby direct any cemetery organization, business operating a crematory or columbarium or both, funeral director or embalmer, or funeral establishment who receives a copy of this document to act under it.

D. I intend for the person named as my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records, including records or communications governed by the Mental Health and Developmental Disabilities Confidentiality Act. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations thereunder. I intend for the person named as my agent to serve as my "personal representative" as that term is defined under HIPAA and regulations thereunder.

(i) The person named as my agent shall have the power to authorize the release of information governed by HIPAA to third parties.

(ii) I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Informational Bureau, Inc., or any other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment for me for such services to give, disclose, and release to the person named as my agent, without restriction, all of my individually identifiable health information and medical records, regarding any past, present, or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, drug or alcohol abuse, and mental illness (including records or communications governed by the Mental Health and Developmental Disabilities Confidentiality Act).

(iii) The authority given to the person named as my agent shall supersede any prior agreement that I may have with my health care providers to restrict access to, or disclosure of, my individually identifiable health information. The authority given to the person named as my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

(**NOTE**: The above grant of power is intended to be as broad as possible so that your agent will have the authority to make any decision you could make to obtain or terminate any type of health care, including withdrawal of food and water and other life-sustaining measures, if your agent believes such action would be consistent with your intent and desires. If you wish to limit the scope of your agent's powers or prescribe special rules or limit the power to make an anatomical gift, authorize autopsy or dispose of remains, you may do so in the first subparagraph of paragraph 2, which precedes the guidance statements to your agent regarding life-sustaining treatment.)

2. The powers granted above shall not include the following powers or shall be subject to the following rules or limitations: (NOTE: Here you may include any specific limitations you deem appropriate, such as: your own definition of when life-sustaining measures should be withheld; a direction to continue food and fluids or life-sustaining treatment in all events; or instructions to refuse any specific types of treatment that are inconsistent with your religious beliefs or unacceptable to you for any other reason, such as blood transfusion, electro-convulsive therapy, amputation, psychosurgery, voluntary admission to a mental institution, etc.) **None**.

(**NOTE**: The subject of life-sustaining treatment is of particular importance. For your convenience in dealing with that subject, some general statements concerning the withholding or removal of life-sustaining treatment are set forth below. If you agree with one of these statements, you may initial that statement; but do not initial more than one. These statements serve as guidance for your agent, who shall give careful consideration to the statement you initial when engaging in health care decision-making on your behalf.)

I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, the expense involved and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

Initialed _____

I want my life to be prolonged and I want life-sustaining treatment to be provided or continued, unless I am, in the opinion of my attending physician, in accordance with reasonable medical standards at the time of reference, in a state of "permanent unconsciousness" or suffer from an "incurable or irreversible condition" or "terminal condition", as those terms are defined in Section 4-4 of the Illinois Power of Attorney Act. If and when I am in any one of these states or conditions, I want life-sustaining treatment to be withheld or discontinued.

Initialed _____

I want my life to be prolonged to the greatest extent possible in accordance with reasonable medical standards without regard to my condition, the chances I have for recovery or the cost of the procedures.

Initialed _____

(**NOTE**: This power of attorney may be amended or revoked by you in the manner provided in Section 4-6 of the Illinois Power of Attorney Act. Your agent can act immediately, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 3 and 4.)

3. (___) This power of attorney shall become effective on _____.

(**NOTE**: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)

(**NOTE**: If you do not amend or revoke this power, or if you do not specify a specific ending date in paragraph 4, it will remain in effect until your death; except that your agent will still have the authority to donate your organs, authorize an autopsy, and dispose of your remains after your death, if you grant that authority to your agent.)

4. (___) This power of attorney shall terminate on _____.

(**NOTE**: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(**NOTE**: You cannot use this form to name co-agents. If you wish to name successor agents, insert the names and addresses of the successors in paragraph 5.)

5. If any agent named by me shall die, become incompetent, resign, refuse to accept the office of agent or be unavailable, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: (a) _____, then (b) _____, and then (c) _____.

For purposes of this paragraph 5, a person shall be considered to be incompetent if and while the person is a minor, or an adjudicated incompetent or disabled person, or the person is unable to give prompt and intelligent consideration to health care matters, as certified by a licensed physician.

(**NOTE**: If you wish to, you may name your agent as guardian of your person if a court decides that one should be appointed. To do this, retain paragraph 6, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 6 if you do not want your agent to act as guardian.)

6. If a guardian of my person is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

7. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Dated: _____

_____
John Doe, Principal

The principal has had an opportunity to review the above form and has signed the form or acknowledged his or her signature or mark on the form in my presence. The undersigned witness certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

_____
Witness Signature

_____
Print Witness Name

_____
Street Address

_____
City, State, ZIP

(**NOTE**: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of
agent (and successors).

I certify that the signatures
my agent (and successors) are
correct.

_____

_____
John Doe

_____

_____
John Doe

(**NOTE**: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form is optional.)

This document prepared by:

Attorney Name
Firm name and address

EXHIBIT A

EXCERPTS FROM ILLINOIS POWERS OF ATTORNEY FOR HEALTH CARE LAW

Section 4-5. **Limitations on health care agencies**. Neither the attending physician nor any other health care provider may act as agent under a health care agency; however, a person who is not administering health care to the patient may act as health care agent for the patient even though the person is a physician or otherwise licensed, certified, authorized, or permitted by law to administer health care in the ordinary course of business or the practice of a profession.

Section 4-6. **Revocation and amendment of health care agencies**.

(a) Every health care agency may be revoked by the principal at any time, without regard to the principal's mental or physical condition, by any of the following methods:

1. By being obliterated, burnt, torn or otherwise destroyed or defaced in a manner indicating intention to revoke;

2. By a written revocation of the agency signed and dated by the principal or person acting at the direction of the principal; or

3. By an oral or any other expression of the intent to revoke the agency in the presence of a witness 18 years of age or older who signs and dates a writing confirming that such expression of intent was made.

(b) Every health care agency may be amended at any time by a written amendment signed and dated by the principal or person acting at the direction of the principal.

(c) Any person, other than the agent, to whom a revocation or amendment is communicated or delivered shall make all reasonable efforts to inform the agent of that fact as promptly as possible.

Section 4-9. **Penalties**. All persons shall be subject to the following sanctions in relation to health care agencies, in addition to all other sanctions applicable under any other law or rule of professional conduct:

(a) Any person shall be civilly liable who, without the principal's consent, wilfully conceals, cancels or alters a health care agency or any amendment or revocation of the agency or who falsifies or forges a health care agency, amendment or revocation.

(b) A person who falsifies or forges a health care agency or wilfully conceals or withholds personal knowledge of an amendment or revocation of a health care agency with the

intent to cause a withholding or withdrawal of life-sustaining or death-delaying procedures contrary to the intent of the principal and thereby, because of such act, directly causes life-sustaining or death-delaying procedures to be withheld or withdrawn and death to the patient to be hastened shall be subject to prosecution for involuntary manslaughter.

(c) Any person who requires or prevents execution of a health care agency as a condition of insuring or providing any type of health care services to the patient shall be civilly liable and guilty of a Class A misdemeanor.

Section 4-10. **Statutory short form power of attorney for health care**.

(a) The form prescribed in this Section (sometimes also referred to in this Act as the "statutory health care power") may be used to grant an agent powers with respect to the principal's own health care; but the statutory health care power is not intended to be exclusive nor to cover delegation of a parent's power to control the health care of a minor child, and no provision of this Article shall be construed to invalidate or bar use by the principal of any other or different form of power of attorney for health care. Nonstatutory health care powers must be executed by the principal, designate the agent and the agent's powers, and comply with Section 4-5 of this Article, but they need not be witnessed or conform in any other respect to the statutory health care power. When a power of attorney in substantially the form prescribed in this Section is used, including the "Notice to the Individual Signing the Illinois Statutory Short Form Power of Attorney for Health Care" (or "Notice" paragraphs) at the beginning of the form on a separate sheet in 14-point type, it shall have the meaning and effect prescribed in this Act. A power of attorney for health care shall be deemed to be in substantially the same format as the statutory form if the explanatory language throughout the form (the language following the designation "NOTE:") is distinguished in some way from the legal paragraphs in the form, such as the use of boldface or other difference in typeface and font or point size, even if the "Notice" paragraphs at the beginning are not on a separate sheet of paper or are not in 14-point type, or if the principal's initials do not appear in the acknowledgement at the end of the "Notice" paragraphs. The statutory health care power may be included in or combined with any other form of power of attorney governing property or other matters.

(b) The Illinois Statutory Short Form Power of Attorney for Health Care shall be substantially as follows: (Sets out the form of Power of Attorney for Health Care to which this Exhibit is attached.)

(c) The statutory short form power of attorney for health care (the "statutory health care power") authorizes the agent to make any and all health care decisions on behalf of the principal which the principal could make if present and under no disability, subject to any limitations on the granted powers that appear on the face of the form, to be exercised in such manner as the agent deems consistent with the intent and desires of the principal. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's health care; but when granted powers are exercised, the agent will be required to use

due care to act for the benefit of the principal in accordance with the terms of the statutory health care power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose but may not delegate authority to make health care decisions. The agent may sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent. Without limiting the generality of the foregoing, the statutory health care power shall include the following powers, subject to any limitations appearing on the face of the form:

(1) The agent is authorized to give consent to and authorize or refuse, or to withhold or withdraw consent to, any and all types of medical care, treatment or procedures relating to the physical or mental health of the principal, including any medication program, surgical procedures, life- sustaining treatment or provision of food and fluids for the principal.

(2) The agent is authorized to admit the principal to or discharge the principal from any and all types of hospitals, institutions, homes, residential or nursing facilities, treatment centers and other health care institutions providing personal care or treatment for any type of physical or mental condition. The agent shall have the same right to visit the principal in the hospital or other institution as is granted to a spouse or adult child of the principal, any rule of the institution to the contrary notwithstanding.

(3) The agent is authorized to contract for any and all types of health care services and facilities in the name of and on behalf of the principal and to bind the principal to pay for all such services and facilities, and to have and exercise those powers over the principal's property as are authorized under the statutory property power, to the extent the agent deems necessary to pay health care costs; and the agent shall not be personally liable for any services or care contracted for on behalf of the principal.

(4) At the principal's expense and subject to reasonable rules of the health care provider to prevent disruption of the principal's health care, the agent shall have the same right the principal has to examine and copy and consent to disclosure of all the principal's medical records that the agent deems relevant to the exercise of the agent's powers, whether the records relate to mental health or any other medical condition and whether they are in the possession of or maintained by any physician, psychiatrist, psychologist, therapist, hospital, nursing home or other health care provider.

(5) The agent is authorized: to direct that an autopsy be made pursuant to Section 2 of "An Act in relation to autopsy of dead bodies", approved August 13, 1965, including all amendments; to make a disposition of any part or all of the principal's body pursuant to the Illinois Anatomical Gift Act, as now or hereafter amended; and to direct the disposition of the principal's remains.

AUTHORIZATION –
DISCLOSURE OF HEALTH INFORMATION

1. In light of the Health Insurance Portability and Accountability Act ("HIPAA"), I, **John Doe**, authorize all health care providers, including physicians, nurses, paramedics or emergency response personnel (EMT), service providers, hospital staff, and other medical and hospital administrative personnel and all others persons (including entities) who may have provided, or be providing, me with any type of health care, to disclose all of my individually identifiable health information which would otherwise be protected under HIPAA:

(a) To an agent designated in a power of attorney for property and/or health care signed by me when asked by my agent, who shall be considered herein and with respect to such powers of attorney as if said agent were the patient in my place and stead;

(b) To the trustee, or a designated successor trustee, of any trust of which I am a beneficiary or a trustee when asked to do so for the purpose of determining my capacity as defined in the trust;

(c) To my lawyer for the purposes of determining my capacity to make inter vivos gifts, to execute estate planning documents, to implement estate and family protection concepts and ideas, and whether, and to what extent, a guardianship or other protective proceedings for me is necessary or desirable, and

(d) To a guardian ad litem, if one is appointed for me, for the purpose of determining whether, and to what extent, a guardianship or other protective proceedings is necessary or desirable.

2. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose my individually identifiable health information to the persons described in Paragraph 1 which would otherwise be protected under HIPAA.

3. Information disclosed by a health care provider pursuant to this authorization is subject to redisclosure and may no longer be protected by HIPAA's privacy rules.

4. This authorization may be revoked by a writing signed by me or by my personal representative. My attorney-in-fact shall have the power to execute further releases as is then deemed to be appropriate by a designated agent or by my attorney.

5. This authorization shall expire three years after my death unless validly revoked prior to that date.

IN WITNESS WHEREOF, I have executed this instrument this ___ day of _____, 2013.

_____
John Doe

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me by John Doe this ___ day of _____, 2013.

_____
, Notary Public

My commission expires:_____

DECLARATION OF LIVING WILL

By this Declaration made this ___ day of _____, 2013, I, **John Doe**, a resident of the State of Illinois, being of sound mind, willfully and voluntarily make known my desires that my moment of death shall not be artificially postponed.

If at any time I should have an incurable and irreversible injury, disease, or illness judged to be a terminal condition by my attending physician who has personally examined me and who has determined that my death is imminent except for death-delaying procedures, I direct that such procedures which would only prolong the dying process be withheld or withdrawn, and that I be permitted to die naturally with only the administration of painkilling medication deemed necessary by my attending physician to provide me with comfortable care.

In the absence of my ability to give directions regarding the use of such death-delaying procedures, it is my intention that this Declaration shall be honored by my family and my physician as the final expression of my legal right to refuse medical or surgical treatment, and I accept the consequences from such refusal.

Signed_____
John Doe

John Doe (the "Declarant") is personally known to me, and I believe the Declarant to be of sound mind. I saw the Declarant sign the foregoing Declaration of Living Will (the "Declaration") in my presence, and I signed the Declaration as a witness in the presence of the Declarant. I did not sign the Declarant's signature above for or at the direction of the Declarant. At the date of this instrument, I am not entitled to any portion of the estate of the Declarant according to the laws of intestate succession or, to the best of my knowledge and belief, under any will of Declarant or other instrument taking effect at Declarant's death, or directly financially responsible for Declarant's medical care.

_____ residing at _____

_____

_____ residing at _____

_____