

## TRUST AGREEMENT

for

THIS TRUST AGREEMENT between , , , State of , herein designated as Trustor, and , herein designated as Trustee. The term "Trustee" shall include Co-Trustees.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

### ARTICLE I

#### TRUST PROPERTY

A. **Original Trust Estate.**

The Trustor hereby transfers to the Trustee, without consideration from the Trustee, the sum of ten dollars (\$10.00), receipt of which is hereby acknowledged, upon the conditions herein provided.

B. **Name of Trust.** The name of this TRUST is **Trust**.

C. **Additions to Trust Estate.** Additional property may be added to the Trust Estate at any time by the Trustor, or by any person or persons, by Inter Vivos or testamentary transfer. Such additions and title to any property so added may be, but need not be, evidenced by amendment to this agreement or by schedule, deed, assignment, or other writings transferring property to the Trustee. All such original and additional property is referred to herein collectively as the Trust Estate and shall be held, managed, and distributed as herein provided.

### ARTICLE II

#### TRUSTOR'S RIGHTS

A. **Amendment and Revocation.** During the lifetime of the Trustor, this Trust may be altered, amended or revoked, in whole or in part, by written instrument signed by the Trustor and filed with the Trustee, and upon any revocation, all such assets shall return to the Trustor free of Trust. By way of construction, all property transferred to the Trust is separate property of the Trustor and shall remain separate property in this Trust. After the death of the Trustor, this Trust may not be altered, amended, or revoked.

B. **Conservatorship or Guardianship.** If the Trustor is legally declared a Conservatee or a Ward of the court, and the income from the Trust shall be insufficient to provide for the proper care, support, and maintenance of the Trustor, the Conservator or Guardian of the Trustor shall have the right, with the approval of the appropriate court, to invade the Trust for the benefit of the Trustor to the extent that the Trustor could have invaded the Trust had the Trustor not been, at that time, subject to a Conservatorship or Guardianship. The power of the Trustor to revoke or amend this Trust is personal to the Trustor and shall not be exercisable on the Trustor's behalf by any Conservator or Guardian or another person, except that revocation or amendment may be authorized, after notice to the Trustee, by the court that appointed the Conservator or Guardian.

C. **Investment of Trust Estate.** While the Trustor is living and competent, the Trustor may, at any time or times, direct the Trustee in writing to invest the Trust Estate in specific securities, properties or investments, to retain as part of the Trust Estate any securities, properties or investments for such length of time as such directions may provide, or to sell, encumber, lease, manage, control or dispose of any property of the Trust Estate. The Trustee shall not be liable for any loss sustained or incurred by reason of compliance by such Trustee with any such written directions of the Trustor.

Assets of two or more Trusts or parts of such Trusts created by the same instrument or by two or more instruments if Trust provisions are substantially similar, as an undivided whole, without separation as between the assets of such Trust or part of such Trusts; but such separate Trusts or parts of such Trusts shall have undivided interest in such assets; and no such holding shall defer the vesting of any Estate in possession or otherwise. Such authority shall include the maintenance of brokerage accounts as Tenants in Common with other Trusts or entities.

D. **Character of Property.** Regardless of the location of such property, any personal property transferred to this Trust shall remain personal property, and any real property transferred to this Trust shall remain real property.

### **ARTICLE III**

#### **DISPOSITIVE PROVISIONS DURING TRUSTOR'S LIFETIME**

- A. **Payment of Expenses.** The Trustee shall pay or reserve sufficient funds to pay all expenses incident to the establishment, management, and administration of the Trust Estate, including the compensation of the Trustee, all or any part of which may, in the discretion of the Trustee, be charged either to income or principal of the Trust Estate. The remaining income shall be and is hereinafter referred to as "net income".
- B. **Distribution of Income.** During the lifetime of the Trustor, the Trustee shall pay to the Trustor, or shall apply for the Trustor's benefit, the net income of the Trust in quarter annual or more frequent intervals.
- C. **Distribution of Principal.** Suppose the Trustee considers the net income insufficient. In that case, the Trustee may pay to or apply for the benefit of the Trustor as much of the principal of the Trust Estate as is necessary, in the Trustee's discretion, for the proper health, education, support, maintenance, and comfort of the Trustor, by the accustomed manner of living of the Trustor at the date of this instrument. The Trustee shall exercise this power to invade the principal liberally.

The Trustee shall distribute any Trust principal or net income as to which a Power of Appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or after that born) upon such conditions and estates, in such manner (in Trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the holder of the power may

specify in the instrument exercising power.

To be effective, the exercise of any Power of Appointment granted hereunder shall reference the provision creating the power. The donee of a Power of Appointment granted hereunder may provide that if no descendant of mine is living, then the property subject to that power may be distributed to one or more beneficiaries other than those outlined in the contingent ultimate disposition provisions of this Trust (excluding the donee, the donee's estate and the creditors of either) without violating the terms of that power. In determining whether a Will has exercised a Testamentary Power of Appointment, the Trustee, without liability (unless there is proof of bad faith), may rely on a Will believed by the Trustee to be the Will of the holder of the Power of Appointment, assume that the holder left no Will in the absence of actual knowledge of one within three months after the holder's death, or require that any Will purporting to exercise a power be Admitted to Probate.

- D. **Appointment Exercisable During Life.** During the life of the Trustor, such Trustor may, by a written instrument filed with the Trustee and signed by the Trustor, direct the Trustee to distribute any amount of income and/or principal of the Trust, up to and including the whole thereof, to the Trustor, Trustor's Estate, or its creditors, or to any other individual designated by such Trustor.
- E. **Appointment Exercisable at Death.** Upon the death of the Trustor, the Trustee shall distribute the principal of the Trust and any accrued or undistributed net income thereon to such person or persons, including the Estate, the creditors, or the creditors of the Estate of the Trustor, outright or in Trust, or upon such conditions and Estates, and with such powers, in such manner and at such time or times, as appointed and directed by the last unrevoked written instrument executed by the Trustor and on file with the Trustee at the date of death of the Trustor or, if no such written instrument exists, as appointed and directed by such Trustor's Last Will, with such Will specifically referring to this power of appointment. Unless within ninety (90) days after the death of Trustor the Trustee has actual notice of the existence of such a written instrument or Will, it shall be deemed for all purposes hereunder that such power of appointment was not exercised (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).
- F. **Power to Create Testamentary Appointment** An independent Trustee is authorized in its sole discretion for all or any part of the principal of any Trust created hereunder, by an instrument in writing, to (a) create in a beneficiary a Testamentary General Power of Appointment within the meaning of Section 2041 of the Code (including a power the exercise of which requires the consent of some other person other than any beneficiary or Trustee); (b) limit a Testamentary General Power of Appointment created under this paragraph as to all or part of such principal at any time before the death of such beneficiary by narrowing the class to whom such beneficiary may appoint the property subject to such appointment, to convert such power into a Special Power of Appointment; (c) eliminate such power for all or any part of such principal as to which such power was created at any time before the death of such beneficiary; (d) irrevocably release the right to limit or eliminate such power concerning such Trust; and (e) divide such beneficiary's share of such Trust principal into two fractional shares based upon the portion of such beneficiary's share of such Trust that

would be then includible in the gross estate of such beneficiary holding such power if they died immediately before such division (in which case the power shall be over the entire principal of one share which has an inclusion ratio of one and over no part of the other share which has an inclusion ratio of zero), including through effecting a qualified severance (as defined in Section 2642(a)(3) of the Code). Each such share shall be administered as a separate Trust unless the Trustee, in the Trustee's sole discretion, directs the Trustee of the Trusts to combine such separate Trusts into a single Trust in which the Trustee is, as a result of this, authorized to do.

In granting such power to the independent Trustee, it is the Trustor's desire, which is not binding on the independent Trustee, that a Testamentary General Power of Appointment be created when the independent Trustee believes the inclusion of the property subject to it in the beneficiary's gross estate may achieve significant savings in income taxes by subjecting such assets to an estate tax. I now direct that the independent Trustee's decisions under this Article shall be binding on all Trust beneficiaries and the estates of all such beneficiaries and that the independent Trustee shall incur no liability because of any adverse consequences of such decisions to any beneficiary.

#### **ARTICLE IV**

#### **DISPOSITIVE PROVISIONS AFTER DEATH OF THE TRUSTOR**

Upon the death of the Trustor, the Trustee shall distribute the remaining principal and any accumulated income which was not distributed by power of appointment referred to in ARTICLE (III) hereinabove or continue the Trust for the benefit of the beneficiaries hereinafter named under terms and conditions as follows:

- A. **Payment of Expenses of Trustor's Estate.** On the death of the Trustor, the Trustee may, in the Trustee's discretion, pay, out of the Trust, the debts of the Trustor; the Estate and inheritance taxes, including interest and penalties, arising because of the Trustor's death; the last illness and funeral expenses of the Trustor; and attorney's fees and other costs incurred in administering the Trustor's Estate. The Trustee may pay any such taxes directly or, alternatively, in the sole discretion of the Trustee, distribute such sums to the Executor as shall be necessary to pay all or any portion of such taxes.
- B. **Payment of Expenses of Administration.** Upon the death of the Trustor, the Trustee shall pay or reserve sufficient funds to pay all expenses of management and administration of the Trust Estate, including the compensation of the Trustee and the attorney, all or any part of which shall be charged, in the Trustee's discretion, to income and/or principal of the Trust Estate. The remaining income shall be and is hereinafter referred to as "net income".
- C. **Distribution of Personal Property.** The Trustee shall distribute, on the death of the Trustor, personal property held by the **Trust** as follows:
  1. **By use of Memorandum.** The Trustee shall distribute all jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, sporting goods,

artifacts relating to Trustor's hobbies, airline miles, and all other tangible articles of household or personal use in accordance with any written, signed and dated memorandum left by the Trustor's directing the distribution of such property. Any memorandum written, dated, and signed by the Trustor disposing of his tangible personal property shall be incorporated by reference into this Trust agreement. Should the Trustor leave more than one written memorandum which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict.

2. **Distribution of Property Not Distributed by Memorandum.** All of the Trustor's tangible personal property which is or becomes Trust property and is not disposed of by memorandum shall be distributed under the terms of this Trust agreement.

**Omitted Heirs** Except as otherwise specified in this Trust, I have intentionally and with full knowledge omitted to provide for my descendants, heirs, and any person not named or described in this Trust, whether known or unknown to me. I have made no contract or agreement to leave any gifts to any person or entity, and I expressly disinherit anyone who claims otherwise.

- D. **Distribution of Remainder of Trust Estate.** Upon the death of the Trustor, the Trustee shall, after paying or reserving for all amounts payable, as provided in ARTICLE IV (A), (B) and (C), divide the remainder of the Trust Estate into shares set forth as follows and shall hold, administer and distribute each share according to the provisions of ARTICLE IV (E) and (F) hereinbelow:

Name:	Percentage:

1. In the event is not then living, the share held in Trust of such deceased beneficiary shall go to 's then living issue, per stirpes. In the event has no then living issue the share of such deceased beneficiary shall go to proportionately augment the shares of the remaining beneficiaries.
- E. **Advancements.** The Trustor may from time to time make an advance to a beneficiary of the Trustor of a portion of the share the beneficiary may be entitled to pursuant to Paragraph (C) of this Article. The Trustee may rely on any written, dated memorandums signed by the Trustor, specifically citing this paragraph, detailing the amount of such advances. The Trustee shall rely on any such memorandums and shall not be responsible for its lack of completeness or lack of accuracy. Any such advancements shall be interest-free and shall be charged against the share of the beneficiary who received such advancement if such beneficiary is living at the death of the survivor of the Trustor, or if such beneficiary is not then living, against the share allocated to such beneficiary's then living issue. For the purpose of computing the value of the Trust Estate pursuant to Paragraph (C) of this Article, any advancement made to a beneficiary of the Trustor who is living or has a descendant then living at the death of the Trustor shall be considered as a part of the Trust principal and shall, after dividing the principal into the proper number of shares, be subtracted from the share to be allocated to the beneficiary to whom the advancement was made if such beneficiary is then living or if not from the share to be allocated to such beneficiary's issue.

**F. Distributions of Income and Principal.**

1. The Trustee may pay to or apply for the benefit of each beneficiary for whom a Trust is then held who has not yet attained the age of eighteen (18) years as much of the net income of said Trust as the Trustee shall determine to be in the best interest of and tending to promote the welfare of such beneficiary, after taking into consideration, to the extent the Trustee deems advisable, any other income or resources of such beneficiary. Any income not distributed shall be accumulated and added to and become part of the principal of said Trust.
2. If the Trustee deems the net income available hereunder not sufficient to provide for the reasonable care, support, maintenance and education of any beneficiary for whom a Trust is then held, taking into consideration any other income and financial resources of such beneficiary, so far as known to the Trustee, it may, as often as it deems necessary, pay to or apply for the use and benefit of such beneficiary such part of the principal of the respective Trust of such beneficiary, up to and including the whole thereof, as is necessary for the reasonable care, support, maintenance and education of such beneficiary.

Although it is my wish that my beneficiaries be treated substantially equally, I understand that, due to different ages and needs, distributions may not always be equal in order to be equitable. Distributions made from this Trust are, therefore, in the sole discretion of the Trustee, subject to all specific distributions provisions and percentages, and are not required to be made equal to or for the beneficiaries.

3. The Trustee, in its discretion, may make net income or principal payments to a minor or a beneficiary under disability by making such payments to the Guardian or Conservator of his or her person, to a Custodian under a Uniform Transfers to Minors Act or similar statute applicable in the State of Illinois, or to any suitable person with whom he or she resides, or the Trustee may apply such payments directly for the beneficiary's benefit. The Trustee may make net income or principal payments directly to a minor child if, in the Trustee's discretion, such child is of sufficient maturity to manage such distribution.
4. Upon the death of a beneficiary for whom a Trust is then held before final distribution to such beneficiary, if said decedent is survived by issue, that portion of such Trust (including both principal and any accrued or undistributed income) which is not exempt from the generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986 (or any successor provisions) shall be distributed to such one or more persons or entities, including the decedent's Estate, and on such terms and conditions, either outright or in Trust, as the decedent shall have appointed by the last dated instrument delivered to the Trustee, including a Will (whether or not admitted to Probate), explicitly referring to and exercising this power of appointment. Any of such portion of the Trust as is not appointed, together with that portion of the Trust that is exempt from the generation-skipping transfer tax, shall be distributed according to the terms of ARTICLE IV (D), (E), and (F) hereinabove as though said beneficiary had predeceased the Trustor.
5. There need be no physical segregation or division of the various Trust shares except as segregation

or division may be required by the termination of any of the Trusts, but the Trustee shall keep separate accounts for the different undivided interests.

6. After a beneficiary for whom a Trust is held has attained the age of eighteen (18) years, the Trustee shall distribute to such beneficiary such portion or all of the principal and any accumulated interest of the Trust held for such beneficiary as such beneficiary from time to time requests by signed instruments delivered to the Trustee during such beneficiary's life. For the purpose of this paragraph, the value of any principal of any Trust held for a beneficiary shall be its value as of the time such beneficiary first became entitled to receive a distribution, plus the value of any subsequent addition as of the time of the addition. These general distribution provisions must not be in conflict with specific distribution provisions of this Trust document. All specific distribution provisions shall prevail.
7. In the event that there shall be no surviving named beneficiaries, including issue as set forth herein, the Trust shall terminate and the proceeds shall be distributed to the then surviving heirs at law of the Trustor, as determined by the laws of intestate succession then existing in the State of Illinois.
8. The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted, indefinitely. Such term shall specifically exclude individuals adopted out of the family of the Trustor or out of the family of a descendant of the Trustor. In determining who is an issue or descendant of any person: Legal adoption before the adopted person reached the age of 21 years, but not thereafter, shall be equivalent to a blood relationship; and a person born out of lawful wedlock and those claiming through that person shall be considered to be descendants of (i) the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights. The word "living" shall include unborn persons in the period of gestation. The term "Trustee" and any pronoun referring to that term designate the Trustee or Trustees at any time acting hereunder, regardless of number or gender. The term "lawful Guardian" means successively in the order named, (i) the court-appointed Guardian or Conservator of the Estate, (ii) such parent or parents as are not incapacitated, or (iii) the individual having personal custody (whether or not court-appointed) where no Guardian or Conservator of the Estate has been appointed.

## **ARTICLE V**

### **ADDITIONAL DISPOSITIVE PROVISIONS**

- A. **Discretionary Termination.** If the value of the Trust Estate or of any segregated share held as a separate Trust is determined by the Trustee to be valued at \$50,000.00 or less, then such Trust may, in the discretion of the Trustee, be terminated and the remainder of such Trust shall be distributed to the person then entitled to the income therefrom.
- B. **Rule Against Perpetuities.** It is my intent that this Trust shall be a "qualified perpetual Trust" as

defined in 765 ILCS 305/3(a-5) to which the Rule Against Perpetuities shall not apply under Illinois law. The common law or Statutory Rule Against Perpetuities shall not apply to any Trust except where required by applicable law. If and only to the extent that the preceding sentence is not controlling and all or a portion of a Trust hereunder is or becomes subject to the Rule Against Perpetuities under applicable law, Notwithstanding any provision of this Agreement, if a Trust is created under this Agreement that does not terminate pursuant to the foregoing provisions prior to the expiration of twenty-one (21) years after the death of the Trustor, the Trust shall terminate upon the expiration of that twenty-one (21) year period and whatever property then remains in the Trust shall be distributed to the person for whose current benefit the Trust then subsists or, if the Trust has more than one current beneficiary, the Trustee shall distribute the Trust property equally among the current beneficiaries of the Trust; provided, however, that if the Trust is not GST Exempt and any of the current beneficiaries are not skip persons, then the Trustee shall distribute the Trust property equally among only the current beneficiaries of the Trust who are not skip persons.

C. **Spendthrift Provision.** No beneficiary of this Trust, other than the Trustor, shall have any right to alienate, encumber or hypothecate his interest in the Trust to claims of his creditors, or to render such interest liable to attachment, execution, or other process of law. The income of this Trust shall not be pledged, assigned, transferred, sold or accelerated, anticipated or encumbered in any manner whatsoever by any beneficiary, nor shall any income of the Trust be in any manner subject or liable in the hands of the Trustee for the debts, contracts or encroachments of any beneficiary or be subject to any assignments or any other voluntary or involuntary alienation or disposition whatsoever. If the creditor of any beneficiary, other than the Trustor, who is entitled to any distributions from a Trust established under this instrument shall attempt by any means to subject to the satisfaction of his claim such beneficiary's interest in distribution, then, notwithstanding any other provision herein, until the release of the writ of attachment or garnishment or other process, the distribution set aside for such beneficiary shall be disposed of as follows:

1. **Distribution to Beneficiary.** The Trustee shall pay to or apply for the benefit of such beneficiary such sums as the Trustee shall determine to be necessary for the reasonable health, education (including study at institutions of higher learning) and support of the beneficiary according to his or her accustomed mode of life.
2. **Disposition of Excess.** The portion of the distribution that the Trustee shall determine to be in excess of the amount necessary for such health, education (including study at institutions of higher learning) and support shall, in the Trustee's discretion, either be added to and become principal of the Trust share of such beneficiary or be paid to or applied for the benefit of the other beneficiaries then entitled to receive payments from any Trust established under this instrument, in proportion to their respective interests in the Trust Estate; or, if there be no other beneficiaries, the excess income may be paid to or applied for the benefit of the person or persons presumptively entitled to the next eventual interest, in proportion to their respective interests.

D. **Disabled Beneficiaries Share** If any beneficiary hereunder is disabled at the Trustor's death, as



defined below, the Trustee shall distribute such disabled beneficiary's share according to the following provision. The receipt of the Trustee to whom such share is distributed shall be a complete discharge of the Trustee:

1. **Trustee Authority Regarding Beneficiaries Receiving Certain Government Assistance.** If the Trustee reasonably believes that a beneficiary is receiving (or may receive) governmental benefits under the Supplemental Security Income Act ("SSI"), 42 U.S.C. §§1381 et seq., Medicaid, 42 U.S.C. §§1396 et seq., or other federal or state means-tested government benefit programs, then the Trustee may, in the Trustee's sole discretion, withhold any distribution due under this Trust to or for such beneficiary and retain such distribution amount as a discretionary, non-support, Spendthrift Trust share for the benefit of such beneficiary. In the alternative, the Trustee may establish a separate Third-Party Supplemental Needs Trust for such beneficiary with terms the Trustee shall deem appropriate and qualify under all applicable rules and regulations at the time. I intend that any Supplemental Needs Trust provide the maximum benefit to the beneficiary without the principal and income of the Trust being available to the beneficiary to determine the beneficiary's continued eligibility to receive such governmental assistance programs. Suppose any such Trust is created for the life of a beneficiary. Then upon the death of such beneficiary, the Trust shall be distributed to the beneficiary's issue, if any, per stirpes, or if there is no such issue, to the Trustors beneficiaries herein, per stirpes. Suppose such a Trust for the beneficiary cannot be established. In that case, the Trustee may create a First-Party Supplemental Needs Trust for the beneficiary under 42 U.S.C. §1396p(d)(4), which, to the extent possible, provides the benefits referenced above for a Third-Party Trust. However, in the case of a Self-Settled Trust, the contingent beneficiary shall be as required by all applicable laws and regulations. No Trust created hereunder is to be considered a "Medicaid Qualifying Trust" as that term is defined at P.L. 99-272, §9506 (42 U.S.C. §1396(a) (k)).
- E. **Simultaneous Death.** If any beneficiary of the Trust shall die simultaneously with the Trustor, or if there is insufficient evidence to establish that such beneficiary and the Trustor died other than simultaneously, it is hereby deemed that the Trustor shall have survived the beneficiary.
- F. **Trust as Beneficiary/Owner of Retirement Account.** The Trustor intends that each Trust hereunder that owns an interest in a Retirement Account, such as an employee benefit plan or individual retirement plan or tax-qualified account, benefit from the maximum extended deferral period. The stretch of payments and tax benefit should be maximized, under IRS rules, the Minimum Distribution Rules, the provisions of the Secure Act or any subsequent Amendments and the maximum allowable beneficiary life expectancy that is available based upon the terms of such Trust.

Accordingly, the following shall apply:

1. The Trustee of a Trust so designated shall, within the time limit prescribed under the Minimum Distribution Rules and the provisions of the Secure Act, deliver documentation required under said rules to the respective administrators and Custodians of each Retirement Account. If the beneficiary falls outside the exceptions of the Secure Act or any subsequent Amendments and is not either the surviving spouse, a child of the Trustor who is still a minor, a beneficiary who is chronically ill or

disabled, or a beneficiary who is no more than ten years younger than the tax-qualified account owner, then the following distribution rules shall apply to that non-exempt beneficiary: 10% of the value of the tax-qualified account shall be distributed each year, with the remaining balance distributed in year ten.

2. In addition to the powers granted to the Trustee by law or under other provisions of this instrument, the Trustee is authorized to exercise any power or right over a Retirement Account that is available to the Trustee as beneficiary or successor owner, including by way of example and not limitation powers to (i) select payment options, (ii) direct investments, and (iii) direct tax-free rollovers from one Retirement Account to another (and to establish any new Retirement Account that is to receive the rollover, if applicable).
3. When the Trustee makes a distribution or an allocation of an interest in a Retirement Account to or for the benefit of a beneficiary of a Trust hereunder, the Trustee is to assign all of the Trustee's interests in and powers over said Retirement Account interest (e.g., to direct investments and withdrawals) to said individual or Trustee, as the case may be, and nothing under this instrument shall be interpreted as requiring the Trustee to arrange for the assets held in the Retirement Account to be withdrawn from said Retirement Account. The Trustor specifically intends that any such distribution or allocation of a Retirement Account shall be handled in a manner that (i) results in zero, or the minimum possible amount of income tax payable by either the Trust, said individual, or said other Trust, and (ii) results in no change, or the minimum possible amount of change, to the deferral period that applies to the Retirement Account.
4. Subject to the terms, provisions, or restrictions of this section, and other provisions of this Trust and applicable IRS rules, including, but not limited to maximum distribution and stretch provisions, the income of the retirement accounts will be considered the income of this Trust. Subject to the stated terms and restrictions above and in this Trust, the Trustee shall pay this income, at least quarterly to the stated beneficiary(s) and/or to any applicable Trust(s) created on behalf of the beneficiary(s) of these accounts, as provided for in this Trust, for as long as the Beneficiary shall live or until the earlier termination of his or her Trust.
5. The administrators, Custodians, or other fiduciaries of the respective continued Retirement accounts shall incur no liability to the Trust or to any of its beneficiaries for acting upon the written instruction of the Trustee under this Section E.
6. The term "Code" means the Internal Revenue Code of 1986, as in effect on the date of execution of this document.
7. In the event that a statute, code, or regulation referenced herein is amended or superseded after the date of this instrument, such reference shall be to the statute, code, or regulation (or any successor statute, code, or regulation) as so amended.

## **ARTICLE VI**

## TRUSTEE'S POWERS

In addition to all other powers and discretion granted to or vested in the Trustee by law or by this instrument, the Trustee shall have full power to do everything it deems to be in the best interests of the beneficiaries of the Trust, including, but not limited to, the following powers and discretion:

- A. **Power to Retain Trust Property and Comply with Existing Agreements.** To continue to hold any property received in Trust, including undivided interests in real property, and to operate any property or any business received in Trust as long as the Trustee, in the Trustee's discretion, may deem advisable, notwithstanding the fact that any or all of the investments retained are of a character or size which, but for this express authority, would not be considered proper for the Trustee. In the event, the Trustor shall be a party to a BuySell Agreement, CrossPurchase Agreement, Stock Redemption Agreement, Option, or any agreement providing for the disposition of Trustor's interest in property, whether such agreement has been executed by Trustor individually or as Trustee of this Trust Agreement, and which property is owned by the Trust, then upon the death of Trustor, the then acting Trustee of this Trust is hereby directed to transfer as much of Trustor's interest in such property then held in the Trust as is necessary to carry out the provisions of any such agreement and to execute all documents and take all further actions necessary or appropriate to carry out the terms of such agreement.
- B. **Power to Manage Trust Property.** To manage, control, sell, convey, exchange, partition, divide, subdivide, improve and repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust, for any purpose, including exploration for and removal of oil, gas and other minerals; to enter into oil, gas and mineral leases, assignments, farmouts, farmins and joint ventures; to purchase and sell gas, oil and mineral royalties, to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust; to institute, compromise and defend actions and proceedings; to construct, alter or demolish any buildings; and to carry such insurance as the Trustee may deem advisable.
- C. **Power to Appoint Trust Managers.** The Trustees may, from time to time, appoint one or more Trust Managers who shall have such authority as the Trustees may confer from time to time, including the authority to hold, manage, invest, and reinvest Trust assets, and enter into agreements for compensation for the services of the Manager. A Trust Manager shall serve at the discretion of the Trustee, and may be removed at any time. The Trustee may, from time to time, appoint a Bank or Trust Company to serve as a Trustee, Manager, Agent, or with any other appropriate title, in such capacity or capacities, and with such powers, duties and responsibilities as may be agreed upon from time to time between such institution and the Trustee. Whether or not such institution serves or acts as a Trustee, its powers, duties, and responsibilities shall be limited to those agreed upon and accepted by such institution, in writing. It is the purpose of this Article to enable the Trustee to secure the specialized services, expertise, experience, and resources of a responsible institution to assist in accomplishing the purposes of the Trust. For such purposes, such institution may be granted powers, duties, and responsibilities that are broader or narrower, in specific instances, than

those applicable to the Trustee generally.

- D. **Power to Invest.** To invest and reinvest the principal and to purchase or acquire therewith every kind of property, real or personal, and every kind of investment, specifically including, but not by way of limitation, commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, and stocks, preferred or common, and to buy stocks, bonds, commodities and similar investments on margin or other leveraged accounts and to short sell such accounts, and to buy, sell and write stock and other security options, and to enter into commercial partnership as a partner, limited or general, and to operate any business as a sole proprietor. To open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful.
- E. **Power to Retain Trust Property without Diversification.** To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, at any time received by the Trustee, for such time as the Trustee shall deem best, even though such property may not be of the character prescribed by law or by the terms of this Trust for the investment of Trust funds, and although it may represent a large percentage of the total Trust or Estate property, and without being required to observe the principle of diversification of Trust investments.
- F. **Power to Retain Unproductive Property.** To retain uninvested all or any part of the Trust Estate for such time, and from time to time, as the Trustee may deem advisable.
- G. **Power to Borrow.** To borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the Trust Estate by mortgage, deed of Trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable and to pledge the assets of the Trust Estate to secure the guarantee by the Trustor of the debts of third parties.
- H. **Power to Manage Securities.** To have, respecting securities, all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust Estate; to participate in voting Trusts, pooling agreements, foreclosures, recapitalizations, reorganizations, consolidations, mergers, and liquidations, and in, connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of the foregoing powers.
- I. **Power to Partition, Allot and Distribute.** Upon any division or distribution of the Trust Estate, to partition, allot and distribute the Trust Estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. The power of the Trustee to make distributions in kind shall include the power to make nonpro rata distributions in kind without regard to the income tax basis of assets so distributed.

- J. **Power to Determine Principal and Income.** Except as otherwise specifically provided in this Trust Agreement, the determination of all matters relating to principal and income and receipts and expenses shall be governed by the provisions of the Uniform Principal and Income Act or similar statute applicable in the State of Illinois, from time to time existing. Any such matter not provided for either in this instrument or in the Uniform Principal and Income Act or similar statute applicable in the State of Illinois shall be determined by the Trustee in the Trustee's discretion. The Trustee's powers shall be subject, at any time that a beneficiary shall be a Trustee hereunder, to the Trustee's duty to treat income and remainder beneficiaries equitably.
- K. **Power to Distribute Income.** To make payments, if any, of the net income of the Trust in quarterly or more frequent intervals as may be convenient to the Trustee. Upon the death of the income beneficiary of the Trust during its continuance, any accumulated income which would have been paid to such beneficiary had he or she survived shall not be payable to his or her Estate but shall be paid to his or her Successor or Successors in interest in the Trust as hereinabove provided.
- L. **Power to Employ Counsel.** To employ counsel and corporate or other Agents in the discharge of their duties and to pay them a reasonable compensation out of either income or principal, in the Trustee's discretion, and to rely upon the advice of counsel and to suffer no liability resulting from any action taken or withheld pursuant to such advice.
- M. **Power to Pay Taxes and Expenses Relative to Trust Property.** To pay from time to time all taxes, assessments, including corporate assessments, and other charges levied or accruing against or on account of the Trust property, and to pay all expenses of the Trust, including reasonable compensation to the Trustee. To deduct all said taxes, assessments, charges, and expenses from the income or principal of the Trust as the Trustee may deem proper, giving consideration to whether it was income or principal or an allocation between them which gave rise to such taxes, charges, and expenses.
- N. **Power to Hold Trust Property in the Name of a Nominee.** To take title to any property in its name as Trustee hereunder or in its own name or in the name of a nominee without disclosing the Trust, or, in the case of securities, to take and keep the same unregistered and to retain them in such manner that title may pass by delivery; or, in the case of Real Estate, to keep deeds unrecorded, or to deposit cash in a checking or savings account without indication of any fiduciary capacity.
- O. **Power to Distribute to or for the Benefit of Minor or Disabled Beneficiary.** In any case in which a Trust share is distributable to a beneficiary who has not reached majority in the state of his or her residence, or in any case where mandatory or discretionary payments of income or principal are to be made to such a minor or other beneficiary under legal disability, the Trustee may, in its discretion, distribute income or principal directly to the beneficiary, to the Guardian or parent of the beneficiary, to a bank account in Trust, to a Custodianship for the beneficiary or to a person with whom the beneficiary resides. The receipt of the beneficiary, Guardian, parent or person shall discharge the Trustee from its responsibility for the proper expenditure of income or principal.

- P. **Power to Name Successor Custodian.** If I am a Custodian under the Uniform Transfer to Minor Act and can no longer act as Custodian because of death or incompetency and there is no designated Successor Custodian available, the acting Trustee of this Living Trust is hereby designated and appointed as Custodian.
- Q. **Power to Pay Taxes.** To pay out of the Trust shares or income interests giving rise to such taxes, all state, federal, and local property taxes, income taxes, and all other taxes relating to the Trust Estate.
- R. **Power to Lend.** To lend money to any person, including the Probate Estate of the Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.
- S. **Power to Insure.** To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against hazard.
- T. **Power to Commence or Defend Litigation and to Compromise.** To commence or defend, at the expense of the Trust, such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust claims or litigation against or in favor of the Trust.
- U. **Power to Withhold Payment Pursuant to Conflicting Claims.** To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property, so long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the Trust Estate. The Trustee is under no obligation to make such retentions and shall be under no liability whatever for the exercise or the failure to exercise such discretion. The interests of the beneficiaries hereunder shall be vested regardless of whether or not such assets are so retained, and all income required to be paid shall be payable to such beneficiaries in convenient intervals not less frequently than quarter annually.
- V. **Power to Adjust for Tax Consequences.** To take any action and to make any election, in the Trustee's discretion, in order to minimize the tax liabilities of this Trust and its beneficiaries or to extend the time for payment of any tax liabilities. The Trustee shall allocate the benefits from such action or election among the various beneficiaries. The Trustee shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election, investment, or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.
- W. **Power to Subject Trust Property to Probate.** It is the Trustor's intention to avoid Probate through the use of this Trust Agreement. If, however, the Trustee of this Trust and the Executor of the Estate of Trustor shall mutually determine that it shall be in the best interests of the beneficiaries of the Trust, and the beneficial interests of the beneficiaries shall not thereby be

altered, the Trustee may subject any asset to Probate to accomplish a result unavailable without Probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise unavailable to the Trust.

- X. **Power to Delegate.** To perform or to delegate to any Trustee or nonTrustee any nondiscretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this Trust.
- Y. **Power to Appoint Investment Advisor.** The Trustee may appoint one or more Qualified Appointees as Investment Advisor of the Trust. Despite the general powers of the Trustee, the following provisions shall apply, where the context admits, to each Trust from time to time held hereunder, during any period in which an Investment Advisor shall be acting: (i) The Trustee shall follow the written directions of the Investment Advisor concerning the purchase, sale, retention, or encumbrance of Trust principal and the investment and reinvestment of funds held hereunder and shall have no duty to review or monitor Trust investments. (ii) The Trustee shall issue proxies to vote all securities held by the Trustee to or on the written order of the Investment Advisor. The Trustee shall not be liable for how those securities are voted, for any direct or indirect result of that voting, or for any failure to vote those securities. (iii) No Trustee shall be accountable for any loss or diminution in value sustained because of following a direction by the Investment Advisor or failing to take any action concerning the Trust principal in the absence of a direction from the Investment Advisor according to the preceding provisions of this paragraph.
- No person dealing with the Trustee shall be required or privileged to inquire whether there has been compliance with those provisions. (iv) Any Investment Advisor acting hereunder may resign at any time and waive for limited periods or delegate to any other person (including the Trustee with the Trustee's consent) any or all of their rights under this paragraph by written notice delivered to the Trustee. In the case of any such delegation, the person to whom rights and powers are delegated may take any action or make any decision for the Investment Advisor making that delegation, within the scope of the delegated rights and powers, with the same effect as if the Investment Advisor making that delegation had participated in that action or decision. (v) The rights and powers conferred on the Investment Advisor shall be exercisable only in a fiduciary capacity.
- Z. **Power to Appoint Trust Protector.** The Trustee may appoint any one or more individuals who would qualify as independent Trustees and who are not then disabled as Trust Protector. Any appointment of a Trust Protector hereunder shall be in writing, may be made to become effective at any time or upon any event, and may be single, joint, or successive, all as specified in the instrument of appointment. The Trustee may revoke any such appointment before the appointee accepts it. The Trust Protector may resign from one or more Trusts held hereunder by giving prior written notice of

such resignation to the Trustee Appointer and any other Trust Protector then acting.

**AA. Powers of Trust Protector.** No Trust created under this instrument must have a Trust Protector, and all Trusts created hereunder need not have or continue to have the same Trust Protector. The powers of a Trust Protector may be exercised or not exercised in the sole and absolute discretion of the Trust Protector and are binding on all other persons, including, but not limited to, each beneficiary, investment trust advisor, distribution trust advisor, fiduciary, or excluded fiduciary. The Trust may use the title "Trust Protector" or any similar name or description demonstrating the intent to provide for the office and function of a Trust Protector.

The powers granted to a Trust Protector by the Trust may include but are not limited to the authority to do any one or more of the following: (i) modify or amend the Trust to achieve favorable tax status or respond to changes in the Internal Revenue Code, federal laws, state law, or the rulings and regulations under such laws; (ii) increase, decrease, or modify the interests of any beneficiary or beneficiaries of the Trust; (iii) modify the terms of any Power of Appointment granted by the Trust; however, such modification or amendment may not grant a beneficial interest to any individual, class of individuals, or other parties not specifically provided for under the Trust; (iv) remove or appoint a Trustee, Trust Investment Advisor, Trust Distribution Advisor, another directing party, investment committee member, or distribution committee member, including the designation of a plan of succession for future holders of any such office; (v) terminate the Trust, including determination of how the Trustee shall distribute the Trust property to be consistent with the purposes of the Trust; (vi) change the situs of the Trust, the governing law of the Trust, or both; (vii) appoint one or more Successor Trust Protectors, including the designation of a plan of succession for future Trust Protectors; (viii) interpret terms of the Trust at the request of the Trustee; (ix) advise the Trustee on matters concerning a beneficiary; or (x) amend or modify the Trust instrument to take advantage of laws governing restraints on alienation, distribution of Trust property, or to improve the administration of the Trust. If a Trust contains a charitable interest, a Trust Protector must give notice to the Attorney General's Charitable Trust Bureau at least 60 days before taking any of the actions authorized under paragraphs (2), (3), (4), (5), or (6) of this subsection. The Attorney General may waive this notice requirement.

The Trust Protector, by written instrument delivered to the Trustee, may modify or amend the terms of the Trust, as such terms apply to one or more of the Trusts created hereunder, to achieve the above or any tax advantages or to preserve tax benefits otherwise available concerning the Trust, to convert a beneficiary's interest to a Qualified Domestic Trust (QDOT), or to a Supplemental Needs Trust that would allow the Trust (concerning that beneficiary) to qualify as a Trust for a disabled beneficiary under applicable law or to qualify as a "Qualified Disability Trust" under Section 642 of the Code, or for any other reason that the Trust Protector believes to be necessary or desirable, and, if the instrument so provides, any such modification or amendment shall apply retroactively to the inception of the Trust. The Trust Protector may convert a beneficiary's interest to a Supplemental Needs Trust only if the Trust Protector believes that the conversion is necessary for the beneficiary to qualify for



benefits from a federal, state, or local government or agency thereof (“public benefits”) and that the conversion is in the best interests of the beneficiary. The document implementing a conversion to a Supplemental Needs Trust may provide for the possibility that the beneficiary’s interest may be converted back to its original form hereunder if such a reconversion would be in the beneficiary’s best interests.

Notwithstanding the preceding, the Trust Protector may not make a modification or amendment that would (i) significantly change any beneficiary’s beneficial interests under the Trust, except if necessary and in a beneficiary’s best interests to convert the beneficiary’s interest to a QDOT to allow the beneficiary or a spouse to achieve favorable tax status, or to a Supplemental Needs Trust to allow the beneficiary to qualify for public benefits, (ii) require any beneficiary to return to the Trust amounts previously vested or distributed, (iii) modify the qualifications to act as Trust Protector, or (iv) change this sentence.

For purposes of the preceding, an amendment that changes the tax characteristics of the Trust (including, but not limited to, an amendment that causes the Trust to be or not to be a Grantor Trust or that grants or eliminates a General Power of Appointment) shall not be deemed a significant change in a beneficiary’s beneficial interests.

When more than one person acts as Trust Protector, the Trust Protectors must act unanimously. The Trust Protector, in that capacity, shall have no duty to monitor any Trust created hereunder to determine whether any of the powers and discretions conferred under this instrument should be exercised. Further, the Trust Protector, in that capacity, shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Any exercise or non-exercise of the powers and discretions granted to the Trust Protector shall be in the sole and absolute discretion of the Trust Protector and shall be binding and conclusive on all persons. The Trust Protector is not required to exercise any power or discretion granted under this instrument. Absent proof of bad faith, the Trust Protector, in that capacity, is, as a result of this, exonerated from any liability for the acts or omissions of any fiduciary or any beneficiary hereunder or arising from any exercise or non-exercise by the Trust Protector of the powers and discretions conferred under this instrument. The Trust Protector acting from time to time, if any, on their behalf and on behalf of all successor Trust Protectors, may at any time irrevocably release, renounce, suspend, or modify to a lesser extent any or all powers and discretions conferred on the Trust Protector under this instrument by a written instrument delivered to the Trustee and the Trustee Appointer.

**BB. Powers to Manage Insurance Policies and Retirement Plans.** The Trustor shall have the following rights, and the Trustee shall have the following duties concerning insurance policies or retirement plans owned by or made payable to the Trust.

1. **Trustor's Rights.** Trustor reserves and may exercise, without the approval of Trustee or any beneficiary, all of the rights, powers, options, and privileges concerning any insurance policy, retirement plan, annuity, or third-party beneficiary contract made payable to the Trust or deposited

with Trustee.

2. **Trustee's Obligations.** The Trustee shall deliver to Trustor or designee, upon written request, any insurance policies, retirement plan documents, annuity contracts, and all other third-party beneficiary contracts, as well as all related documents owned by or deposited with the Trustee under the Trust. The Trustee shall not be obliged to have any or all of such documents returned.

The Trustee shall have no obligation to see that premiums or other sums that may be due and payable under any insurance policy, retirement plan, annuity contract, or third-party beneficiary contract are paid. Further, the Trustee shall have no obligation concerning any insurance policy, retirement plan, annuity contract, or other third-party beneficiary contracts, as well as any documents related to it, deposited with the Trustee, other than to provide for their safekeeping.

No provision of this agreement shall be construed to impose any obligation on the Trustor to maintain any insurance policy, retirement plan, annuity contract, or third-party beneficiary contract in force.

**CC. Upon Trustor's Death.** Upon the Trustor's death, the Trustee shall make all appropriate elections concerning insurance policies, retirement plans, other death benefits, and digital assets owned by or payable to the Trust.

1. **Collection of Insurance Proceeds and Other Nonretirement Death Benefits.** The Trustee shall make every reasonable effort to collect all sums made payable to the Trust or the Trustee under all life insurance policies or other nonretirement death benefit plans, which provide for death proceeds made payable to or owned by the Trust.

In collecting policy or death benefit proceeds, the Trustee may, in its sole and absolute discretion, exercise any settlement options that may be available under the terms of a policy or any other third-party beneficiary contract.

The Trustee shall not be liable to any beneficiary for the selected settlement option.

2. **Retirement Plan Elections.** The Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds, whether under a qualified pension, profit sharing, Keogh, individual retirement account, or any other retirement plan, either in a lump sum or in any different manner permitted by the terms of the particular retirement plan. The Trustee shall not be liable to any beneficiary for the selected death benefit election.

3. **Collection Proceedings.** The Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds. The Trustee need not, except at its option, enter into or maintain any litigation or act to enforce any payment until it has been repaid to its satisfaction for all expenses and liabilities to which, in its sole judgment, it may be subjected.

The Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any claims that may arise from the collection of any death proceeds. The decisions of the

Trustee shall be binding and conclusive on all beneficiaries.

4. **Liability of Payor.** No person or entity which pays insurance or other death proceeds to the Trustee as a beneficiary shall be required to inquire into any of the provisions of this Trust or to see the application of any such proceeds by the Trustee.

The receipt of the proceeds by the Trustee shall relieve the payor of any further liability as a result of making such payment.

**DD. Power to Act as Digital Fiduciary.** Trustor grants the Trustee the full authority and powers permitted under relevant federal and state law over Digital Accounts and Digital Assets, including, without limitation, the power to access and control, manage, deactivate, or delete any digital asset owned by Trustor during Trustors life and any digital account to which Trustor had access during Trustors life. This declaration is intended to be Trustors consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and all other state and federal data privacy and relevant criminal laws, including but not limited to the Revised Uniform Fiduciary Access to Digital Assets Act. For purposes of this section, Digital Asset means an electronic record in which I have a right or interest and may include data, files, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, NFTs, crypto keys and wallets, or the like, which are created, generated, or stored by electronic means. The term Digital Asset and the rights regarding Digital Assets granted herein [includes the content of electronic communications explicitly defined in 18 U.S.C. § 2510(12)]. It did not have an underlying asset or liability unless the asset or liability is itself an electronic record. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. For purposes of this section, Digital Account means an arrangement under a terms-of-service agreement in which a custodian either carries, maintains, processes, receives, or stores Digital Assets or provides goods or services for the principal.

**EE. Power to Amend for Long Term Care.** The Trustor grants the Trustee acting as the Agent under a valid Power of Attorney to amend or revoke the Trust for Medicaid and long-term care planning on behalf of the Trustor if permitted in the Trustor's Power of Attorney.

## **ARTICLE VII**

### **LIMITATION OF POWERS**

- A. **Management of Principal and Income.** No powers, enumerated herein or accorded to a Trustee generally by law, shall be construed to enable any person appointed as Trustee or otherwise, or any other person, to purchase, exchange or otherwise deal with or dispose of the principal or income of

this Trust for less than an adequate consideration in money or money's worth or to enable any person appointed as Trustee or otherwise to borrow the principal or income of this Trust directly or indirectly without adequate interest or security. This limitation shall not apply to a Trustor acting as Trustee.

- B. **Fiduciary Capacity of Trustee.** Any Trustee or CoTrustee of an Irrevocable Trust hereunder shall act at all times in his or her fiduciary capacity and shall treat the income and remainder beneficiaries equitably, and no Trustee shall have any power which would cause the includability of such Irrevocable Trust share in his or her Estate for federal Estate tax purposes. Should any condition arise, including a change in the law, which would prevent any such Trustee or CoTrustee of such Irrevocable Trust from acting as Trustee hereunder without causing the includability of such Trust share in his or her Estate for federal Estate tax purposes merely by reason of such Trusteeship, such Trustee or CoTrustee shall resign, and the next Successor Trustee, as designated herein, who shall not be subject to such includability shall be appointed in his or her stead.
- C. **Invasion of Principal by Trustee.** No Trustee or CoTrustee who is also a beneficiary of an Irrevocable Trust share hereunder shall have the power to invade the Trust principal for his or her benefit prior to the termination of the Trust, except pursuant to the ascertainable standards set forth in this Trust Agreement.

#### **ARTICLE VIII**

#### **RECORDS AND ACCOUNTING**

The Trustee shall maintain adequate books and records reflecting all income and principal transactions. Books and records shall be open at all reasonable times to the Trustor's inspection and the Trustor's duly authorized representatives. In compliance with 760 ILCS 3/831.1, the Trustee shall furnish at least annual accountings for all transactions to all current and presumptive remainder beneficiaries or the natural or Legal Guardians of such beneficiaries.

The Trustee shall, within 90 days of the Trust becoming irrevocable, notify all qualified beneficiaries of (i) the Trust's existence, (ii) the beneficiary's right to request a complete copy of the Trust or, if the Trust so provides, only the portion of the trust instrument that set forth the terms of the Trust in which the qualified beneficiary has an interest as a qualified beneficiary; and (iii) whether the beneficiary has a right to receive or request Trust accountings.

#### **ARTICLE IX**

#### **COMPENSATION OF TRUSTEE**

The Trustee shall receive as compensation for its services unless waived, such amount of commissions as are customarily being charged by commercial Trust companies for services as a Trustee of an Inter Vivos Trust in the State of Illinois.

#### **ARTICLE X**

## TRUSTEES & SUCCESSORS

- A. **Designation of Successor Trustee.** Upon the death, resignation or incapacity of as Trustee, the Successor Trustee shall be , upon the death, resignation or incapacity of as Trustee, the Successor Trustee shall be .
- B. **Powers and Responsibility of Successor Trustee.** Upon the appointment of any Successor Trustee, such Trustee shall not be required to conduct an audit or account of the fiduciary conduct of any previous Trustee and shall incur no liability whatsoever by its failure to examine the prior Trust record. Every Successor Trustee shall have all the powers given the originally named Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor.
- C. **Guardianship or Conservatorship of Trustee.** The establishment of a Guardianship or Conservatorship of the Trustee, whether it is of the Estate or the Person, shall cause the Trusteeship of such individual to terminate and to pass to the Successor Trustee. Additionally, should two physicians, neither of whom is a beneficiary hereunder, related to the Trustor or the Trustee within the second degree, nor related to any beneficiary of this Trust or beneficiary under the Will of the Trustor within the second degree, certify that the Trustee is incompetent to act as Trustee, such Trusteeship shall terminate and pass to the Successor Trustee upon notification of such certification to the Trustor, the Trustee, and each then income beneficiary. Should the Trustor, Trustee, or any income beneficiary object to such certification, such objecting party may seek a legal determination of incompetence in any court of competent jurisdiction.
- D. **Resignation of Trustee.** Any Trustee or CoTrustee of this Trust Agreement may resign as Trustee after written notice of such resignation is delivered to the Trustor, or, if the Trustor is deceased, to all of the beneficiaries then receiving income interests, and upon the acceptance of the Successor Trustee to act. The resignation of a Trustee can be affected by the attorney-in-fact for a Trustee exercising such power pursuant to a valid Power of Attorney. An accounting of the assets, income, and expenses shall be delivered by the resigned Trustee to the Successor Trustee as soon thereafter as is reasonably practical.
- E. **Removal and Appointment of Trustee.** The Trustor shall have full power and authority, at any time or times, to remove the Trustee hereunder and to appoint a Successor Trustee, including any Corporate Trustee, Trust Appointer, Trust Remover, or Trust Protector. Any appointment or removal of an additional or Successor Trustee hereunder shall be in writing, may be made to become effective at any time or upon any event, may be for a specified period or indefinitely, may be for limited or general purposes and responsibilities, and may be single, joint or successive, all as specified in the instrument of appointment.

If two or more instruments of appointment or revocation by the same Trustee exist and are inconsistent, the latest by date shall control. Upon delivery of such instruments to the Trustee, the Trustee shall, after deducting all charges and amounts due it as Trustee, and upon receipt of such proper indemnity as it may require, transfer and deliver the Trust Estate to the Successor Trustee or

appointed representative. After that, said removed Trustee shall have no further powers, discretion, rights, obligations, or duties concerning the Trust. All such powers, control, rights, responsibilities, or duties given to the Trustee by this instrument shall inure to and be binding upon said Successor Trustee.

- F. **Delegation of Power to CoTrustee(s) and Other Agents.** Any acting CoTrustee may, from time to time, delegate to one or more of the remaining acting Co-Trustees any powers, duties, or discretion. Every such delegation shall be in writing, delivered to the delegate or delegates, and shall remain in effect for the period of time specified in such written delegation or until earlier revocation in writing is delivered to such delegate or delegates. The certification of any Trustee as to the name and authority of any Trustee acting by reason of delegation or otherwise shall be sufficient evidence and shall indemnify any person relying upon such certification. Additionally, a Trustor acting as a Trustee may, by the execution of a Power of Attorney, delegate to a third party the power and authority to act for such Trustor in his or her capacity as a Trustee in any way in which said Trustee could act if personally present and able to act, subject to the provisions and any limitations set forth in such executed Power of Attorney.
- G. **Required Consent of CoTrustees.** Subject to the provisions of ARTICLE X (F), whenever there are more than two (2) acting CoTrustees, a majority of such Co-Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action or execute any documents affecting the Trusts created herein, and the dissenting CoTrustee or Co-Trustees shall thereupon be released from all liability resulting from the decision of the majority. If there are two (2) acting Co-Trustees, they must act unanimously. If an individual CoTrustee and a corporate CoTrustee are acting, the decision of the individual CoTrustee shall be binding. If the two acting Trustees cannot agree, any disagreement will be resolved by a majority in interest of the then living beneficiaries, with a parent or Guardian voting for each minor beneficiary.
- H. **Corporate Trustee.** If any corporate fiduciary merges into, or becomes consolidated with, another corporate fiduciary qualified to administer Trusts or is succeeded in its Trust business by any corporate fiduciary by purchase or otherwise; or if a bank holding company causes a subsidiary, qualified to administer Trusts, to succeed to part or all of the Trust business of any other subsidiary of the same bank holding company, the surviving, consolidated, successor corporate fiduciary or subsidiary shall become successor fiduciary in place of such predecessor corporate fiduciary, unless expressly prohibited by the provisions of the Trust instrument, with all the rights, powers and duties which were granted to or imposed on such predecessor corporate fiduciary.
- I. **Vacancy in Trusteeship.** In the event that all of the named Trustees and Successors shall die, resign, or be incapacitated, and in the event that the right to appoint or designate a Successor Trustee is not exercised by the Trustor as provided in ARTICLE X (E) hereinabove, then, and in that event, the Successor Trustee shall be chosen by a majority in interest of the then living beneficiaries, with a parent or Guardian voting for each minor beneficiary.
- J. **Foreign Assets.** In the event that the Trust shall own real property (hereinafter referred to as

"Foreign Assets") in some State other than Illinois, or in some foreign Country other than the United States of America and the Trustee hereunder shall be a corporate or individual Trustee not authorized to do business in that State or Country, such corporate or individual Trustee shall select an individual ancillary Trustee located anywhere within the United States of America or other such country as may apply, providing such individual Trustee shall be legally able to act in such State or Country, or a corporate ancillary Trustee located within the State or Country of situs of such real property, and such ancillary Trustee shall be vested with, and only with, title to and management of each Foreign Asset, and such ancillary Trustee shall have the same rights and powers over the real property within such State or Country as the regularly appointed Trustee under this Trust would have had it been able to act as Trustee within that State or Country. The ancillary Trustee shall pay over to the Trustee hereunder, at least annually, the net income attributable to such Foreign Assets. The Trustee selecting such ancillary Trustee shall be held harmless for any wrongdoing on the part of the ancillary Trustee which it shall select. No individual ancillary Trustee may be selected who would, merely through selection as such ancillary Trustee, be subject to Estate or inheritance tax on any Trust assets upon his or her death.

#### **ARTICLE XI**

#### **BOND**

No Trustee or Successor Trustee named herein shall be required to furnish any bond or bonds for the performance of Trustee's duties hereunder.

#### **ARTICLE XII**

#### **GOVERNING LAW**

This instrument and all dispositions hereunder shall be governed by and interpreted by the laws of the State of Illinois; provided, however, that the Trustee may, by written instrument filed with the Trust records, change the situs and governing law of any Trust held hereunder to that of another jurisdiction if (i) a Trustee resides or has a place of business there, (ii) a beneficiary currently eligible to receive income resides there, or (iii) significant Trust principal has a situs there, except that any such change in governing law shall take effect only to the extent that it does not jeopardize the purposes of the Trust.

Suppose the Trustee exercises the authority to change the governing law under this paragraph because resides in a state other than Illinois. In that case, the corresponding statutory or regulatory provisions of the state in which is residing shall be substituted for the relevant Illinois statutory or regulatory provisions cited in this instrument.

#### **ARTICLE XIII**

#### **MERGER**

The Trust created hereby shall not terminate or be held to have terminated upon any theory of merger based on the fact that the same persons are, by the terms of this instrument, made sole

beneficiaries and Trustee of said Trust; and said beneficiaries are expressly given the right and privilege to participate in the property and business and the profits, dividends, earnings and increase thereof without regard to the relation as Trustee which such beneficiaries may bear to said Trust.

**ARTICLE XIV**  
**NO-CONTEST CLAUSE**

In the event that any beneficiary under this Trust shall, singularly or in conjunction with any other person or persons, contest in any court the validity of this Trust or of the Trustor's Last Will or shall seek to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions, or that such Will or any of its provisions, is void, or seek otherwise to void, nullify, or set aside this Trust or any of its provisions, then the right of that person to take any interest given to him by this Trust shall be determined as it would have been determined had the person predeceased the execution of this Trust Agreement. The Trustee is authorized to defend, at the expense of the Trust Estate, any contest or other attacks of any nature on this Trust or any of its provisions. And contesting beneficiary shall pay all legal fees and costs incurred as result of defending such contest of this Trust.

**ARTICLE XV**  
**VALIDITY OF TRUST AGREEMENT**

- A. **Conflict with Jurisdictional Law.** This Trust shall be construed in such a manner as to uphold its validity in the event that any provision would otherwise appear to conflict with the law of the jurisdiction governing such Trust provision in question.
- B. **Distribution Required by Court.** In the event that any court of competent jurisdiction shall make a final determination that some individual or institution other than a named beneficiary hereunder is, in fact, to be a recipient of a portion or all of this Trust Estate, the Trustee shall distribute to such court determined beneficiary such share as such court shall order, and the Trustee and attorney for the Trust shall be absolved from any liability whatever for carrying out such order, and all beneficiaries herein shall be bound by such court order. Should any such court make such a determination after any assets are distributed hereunder, the individual or individuals receiving such assets shall return them to the Trustee for redistribution in accordance with the court order.
- C. **Violation of Law.** If the Trust created hereunder shall violate any applicable Rule Against Perpetuities, accumulations, or any similar rule or law, the Trustee is hereby directed to terminate such Trust on the date limited by such rule or law and, thereupon, the property held in such Trust shall be distributed to the persons then entitled to share in the income therefrom, in the proportions in which they are entitled to share the income, notwithstanding any provision of this Trust to the contrary.
- D. **Exercise of Power of Appointment in Violation of Law.** No power of appointment granted hereunder shall be so exercised as to violate any such applicable rule or law, and attempted exercise



of any such power which violates such rule or law shall be void, notwithstanding any provision of this Trust to the contrary.

E. **Headings.** The headings, titles, and subtitles used herein are for the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the provisions contained herein and shall not affect the construction hereof. The legal impact and enforcement of any provisions shall be subject to the laws of the state in which the Trustor/Trustee is a legal resident of at the time of his or her death.

F. **Partial Invalidity.** Should any part, clause, provision, or condition of this Trust be held to be void, invalid, or inoperative, then the Trustors direct that such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

IN WITNESS WHEREOF, , Trustor, as evidence of acceptance of the responsibilities of Trustee hereunder, has signed this Trust Agreement.

**TRUSTOR:**

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**TRUSTEE:**

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STATE OF ILLINOIS            )  
  :    SS.  
COUNTY OF                    )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

---

Notary Public

**STATEMENT OF WITNESSES**

The undersigned witness certifies that , known to me to be the same person whose name is subscribed as Trustor of the foregoing Trust, appeared before me and the Notary Public and acknowledged signing, while the Trustor was physically present in the State of Illinois, and delivering the instrument as the free and voluntary act of the Trustor, for the uses and purposes therein set forth. I believe the Trustor 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 Trustor is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the Trustor or any Trustee or Successor Trustee under the foregoing Trust, whether such relationship is by blood, marriage, or adoption; or (d) a Trustee or Successor Trustee under the foregoing Trust.

Signature	Print Name
Date:	
Address:	

Signature	Print Name
Date:	
Address:	

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**LAST WILL AND TESTAMENT**  
**of**

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I, , a resident of , State of , do make and declare this to be my Will, and I revoke all my prior Wills and Codicils.

**FIRST: Declaration Concerning Family.** I declare that I am not married.I have no children.

**SECOND: Nomination and Appointment of Executor.** I hereby nominate and appoint to be my Executor hereunder, to serve without bond. In the event fails to become or at any time ceases to be the duly appointed and acting Executor hereunder, I nominate as Executor, to serve without bond. The term "Executor" as used herein shall apply regardless of gender.

**THIRD: Last Illness and Funeral Expenses. Powers of Executor.** I direct my Executor to pay my last illness and funeral expenses. I authorize my Executor to receive and retain any of my property; to sell, at public or private sale, encumber or lease any property of my Estate without notice, at such prices and upon such terms, as he deems best, and without the giving of any bond, subject, however, to such confirmation as may be required by law; to hold, manage and operate such property; to continue the operation of any business of my Estate, alone or in partnership with others, for such times and in such manner as deemed advisable, or to sell or liquidate such business, and any such operation, sale or liquidation shall be at the risk of my Estate and without liability on my Executor for any losses resulting therefrom; to invest and reinvest surplus moneys in such investments as he deems advisable; to determine what is principal and what is income of my Estate and to allocate and charge to either principal or income any debts, taxes, and expenses of administration.

**FOURTH: Distribution of All Property.** Non Exercise of Power of Appointment. It is my intention by this Will to dispose of all of my property. I do not intend hereby to exercise any power of appointment which I may have arising from that Trust Agreement described hereinafter in Paragraph SIXTH.

**FIFTH: Disposition of Personal Effects.** Except as provided in any written instructions to my Executor regarding the disposition of personal effects, I give any interest I may have in all personal automobiles, clothing, jewelry, china, silver, books, pictures and other works of art, household furniture and furnishings and all other items of domestic, household or personal use to the Trustee of that Trust Agreement described in Paragraph SIXTH. The bequests made by this paragraph shall be free and clear of Estate and inheritance taxes, which I direct my Executor to charge against the residue of my Estate.

**SIXTH: Disposition of Residue of Estate.**

1. All the rest, residue, and remainder of my Estate, both real and personal and of whatever kind and

wherever situated, I give, devise, and bequeath to the individual or bank then acting as Trustee under that certain Trust Agreement designated as the **Trust**, of which I am the Trustor and the Trustee, to be combined with the other assets of the Trust and held, administered, and distributed as a part of that Trust, according to the terms thereof and any amendments made to it prior to my death. It is my intent, if it be permissible, not to create a separate Trust by this Will and not to subject the **Trust** or the property added to it by this Subparagraph (1) to the jurisdiction of the Probate Court.

2. If for any reason the disposition in Subparagraph (1) is not operative or is invalid, or if the Trust referred to in Subparagraph (1) fails or has been revoked, then I give the rest, residue and remainder of my Estate to the individual or bank which would have been Trustee of such Trust had such Trust been operative, valid and unrevoked at my death, to be held, administered and distributed under the terms and conditions of **Trust**, which Trust is incorporated herein by reference.
3. Anything else herein to the contrary notwithstanding, should any portion of such Trust be terminable upon my death, the disposition made in this Paragraph SIXTH shall be made directly to the beneficiaries for whom the outright distribution from the Trust shall be made, and the remainder which will remain in such Trust, if any, shall pass into such Trust under the provisions of Paragraph SIXTH (1) or (2), as the case may be.
4. Should the Trustee of that Trust described in Paragraph SIXTH (1) and (2) elect not to pay any or all of the Estate, gift, or inheritance taxes from such Trust, then, to the extent they are not so paid, all taxes levied by the United States or any state, district, territory or possession thereof upon or because of any property passing under this Will or any Codicil thereto or by reason of any transfer or gift made by me during my lifetime or at my death, or which may be imposed by reason of my death, or the acquisition of property by any person upon my death by succession, inheritance, survivorship or otherwise, shall be paid out of the residue of my Estate as an expense of administration. My Executor is authorized to accept any distributions from the Trustee of that Trust described in Paragraph SIXTH (1) or (2) for purpose of such payment.

**SEVENTH: Omitted Heirs; Will Contests.** Except as otherwise specified in this Will, I have intentionally and with full knowledge omitted to provide for my heirs at the time of my death. If any beneficiary under this Will or heir at law of mine or person claiming through any of them shall contest or otherwise challenge the validity of this Will or attack any of its provisions or the Trust described in Paragraph SIX herein, directly or indirectly, any share or interest in my Estate given to such person under this Will is hereby revoked, and such share or interest shall be distributed in the same manner provided herein as if such person had predeceased me.

**EIGHTH: Partial Invalidity.** Should any part, clause, provision or condition of this Will be held to be void, invalid or inoperative, then I direct that such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

**NINTH: Guardians.** I nominate and direct to be the Legal Guardian of the person and the estate of any minor child of mine. If is unwilling or unable to act, I nominate and direct to be the Legal Guardian of the person and the estate of any minor child of mine. I direct that said Guardians shall serve without being required to furnish bonds of any kind.

IN WITNESS WHEREOF, I attest I am 18 years of age or older, of sound mind and memory, under no constraint or undue influence, and willingly signed and subscribed my name to this Will, as my free and voluntary act on \_\_\_\_\_.

\_\_\_\_\_

STATE OF ILLINOIS            )  
  :    SS.  
COUNTY OF                    )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared , \_\_\_\_\_ (Witness) and \_\_\_\_\_ (Witness), known to me (or proved me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

**STATEMENT OF WITNESSES**

The Testator declared to us, the undersigned, that this instrument, consisting of four (4) pages, including the page signed by us as witnesses, was the Testator's Last Will.

The Testator, to our knowledge, appears to be over eighteen, (18) years of age and of sound mind and memory and we have no knowledge of any facts indicating that this instrument or any part of it was procured by duress, menace, fraud, or undue influence.

The Testator then signed this Last Will, while the Testator was physically present in the State of Illinois, in our presence, and each of us, in the conscious presence of the Testator, signs the Last Will as a witness.

We, first being duly sworn on the above date of this Last Will, declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Signature	Print Name
Address:	

Signature	Print Name
Address:	

**NOTICE TO THE INDIVIDUAL SIGNING  
THE POWER OF ATTORNEY FOR HEALTH CARE**

No one can predict when a serious illness or accident might occur. When it does, you may need someone else to speak or make Health Care decisions for you. If you plan now, you can increase the chances that the medical treatment you get will be the treatment you want.

In Illinois, you can choose someone to be your "Health Care Agent." Your Agent is the person you Trust to make Health Care decisions for you if you are unable or do not want to make them yourself. These decisions should be based on your personal values and wishes.

It is important to put your choice of Agent in writing. The written form is often called an "Advance Directive." You may use this form or another form, as long as it meets the legal requirements of Illinois. There are many written and online resources to guide you and your loved ones in having a conversation about these issues. You may find it helpful to look at these resources while thinking about and discussing your Advance Directive.

**WHAT ARE THE THINGS I WANT MY HEALTH CARE AGENT TO KNOW?**

The selection of your Agent should be considered carefully, as your Agent will have the ultimate decision-making authority once this document goes into effect, in most instances after you are no longer able to make your own decisions. While the goal is for your Agent to make decisions in keeping with your preferences and in the majority of circumstances that is what happens, please know that the law does allow your Agent to make decisions to direct or refuse health care interventions or withdraw treatment. Your Agent will need to think about conversations you have had, your personality, and how you handled important health care issues in the past. Therefore, it is important to talk with your Agent and your family about such things as:

- i. What is most important to you in your life?
- ii. How important is it to you to avoid pain and suffering?
- iii. If you had to choose, is it more important to you to live as long as possible, or to avoid prolonged suffering or disability?
- iv. Would you rather be at home or in a hospital for the last days or weeks of your life?
- v. Do you have religious, spiritual, or cultural beliefs that you want your Agent and others to consider?
- vi. Do you wish to make a significant contribution to medical science after your death through organ or whole body donation?
- vii. Do you have an existing advanced directive, such as a Living Will, that contains your specific wishes about health care that is only delaying your death? If you have another Advance Directive, make sure to discuss with your Agent the directive and the treatment decisions contained within that

outline your preferences. Make sure that your Agent agrees to honor the wishes expressed in your Advance Directive.

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**ILLINOIS STATUTORY SHORT FORM  
POWER OF ATTORNEY FOR HEALTH CARE**

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This Power of Attorney for Health Care revokes all Previous Powers of Attorney for Health Care.  
(You must sign this form and a Witness must also sign it before it is valid)

**of Illinois.**

I WANT THE FOLLOWING PERSON TO BE MY HEALTH CARE AGENT (an Agent is your personal representative under state and federal law):

of , , /

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(Agent phone number)

**SUCCESSOR HEALTH CARE AGENT(S)**

If the Agent I selected is unable or does not want to make health care decisions for me, then I request the person(s) I name below to be my Successor Health Care Agent(s). If a Guardian of my person is to be appointed I nominate the Agent under this Power of Attorney as Guardian. Only one person at a time can serve as my Agent (add another page if you want to add more Successor Agent names):

...

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(Successor Agent #1 name, address, and phone number)

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(Successor Agent #2 name, address, and phone number)

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(Successor Agent #3 name, address, and phone number)

**MY AGENT CAN MAKE HEALTH CARE DECISIONS FOR ME, INCLUDING:**

- i. Deciding to accept, withdraw or decline treatment for any physical or mental condition of mine, including life-and-death decisions.



- ii. Agreeing to admit me to or discharge me from any hospital, home, or other institution, including a mental health facility.
- iii. Having complete access to my medical and mental health records, and sharing them with others as needed, including after I die.
- iv. Carrying out the plans I have already made, or, if I have not done so, making decisions about my body or remains, including organ, tissue, or whole body donation, autopsy, cremation, and burial. You should let your Agent know whether you are registered as a donor in the First Person Consent registry maintained by the Illinois Secretary of State or whether you agreed to donate your whole body for medical research on education.

The above grant of power is intended to be as broad as possible so that my Agent will have the authority to make any decision I could make to obtain or terminate any type of health care, including withdrawal of nutrition and hydration and other life-sustaining measures.

Such power includes, but it is not limited, to behavioral or mental health information/records (740 ILCS 110/1 et seq.); HIV/AIDS-related health information/records (410 ILCS 305/9); drug/alcohol diagnosis, treatment, referral information (20 ILCS 301/30.5); Genetic testing information/records (410 ILCS 513/30).

I AUTHORIZE MY AGENT TO (please check any one box):

Make decisions for me only when I cannot make them for myself. The physician(s) taking care of me will determine when I lack this ability.

Make decisions for me only when I cannot make them for myself. The physician(s) caring for me will determine when I lack this ability. Starting now, to assist me with my health care plans and decisions, my agent shall have complete access to my medical and mental health records, the authority to share them with others as needed, and the complete ability to communicate with my personal physician(s) and other health care providers, including the ability to require an opinion of my physician as to whether I lack the ability to make decisions for myself.

Make decisions for me starting now and continuing after I can no longer make them for myself. While I can still make my own decisions, I can still do so if I want to.

The subject of life-sustaining treatment is of particular importance. Life-sustaining treatments may include tube feedings or fluids through a tube, breathing machines, and CPR. In general, in making decisions concerning life-sustaining treatment, your Agent is instructed to consider the relief of suffering, the quality as well as the possible extension of your life, and your previously expressed wishes. Your Agent will weigh the burdens versus benefits of proposed treatments in making decisions on your behalf.

Additional statements concerning the withholding or removal of life-sustaining treatment are

described below. These can serve as a guide for your Agent when making decisions for you. Ask your physician or health care provider if you have any questions about these statements.

( ) The quality of my life is more important than the length of my life. Suppose I am unconscious and my attending physician believes, under reasonable medical standards, that I will not wake up or recover my ability to think, communicate with my family and friends, and experience my surroundings. In that case, I do not want treatments to prolong my life or delay my death, but I want treatment or care to make me comfortable and relieve me of pain.

( ) Staying alive is more important to me, no matter how sick I am, how much I am suffering, the cost of the procedures, or how unlikely my chances for recovery are. I want my life to be prolonged to the greatest extent possible under reasonable medical standards.

SPECIFIC LIMITATIONS TO MY AGENT'S DECISION-MAKING AUTHORITY:

The above grant of power is intended to be as broad as possible so that my Agent will have the authority to make any decision I could make to obtain or terminate any type of Health Care, including withdrawal of nutrition and hydration and other life-sustaining measures. Health care providers may take direction from my Agent by phone, FaceTime, Zoom, or other remote methods. If you wish to limit the scope of your Agent's powers or prescribe special rules or limit the power to authorize autopsy or dispose of remains, you may do so specifically in this form.

It is my intention that my Agent shall have the same access to my medical records (and shall be my "personal representative" for all purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) that I have.

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My signature: \_\_\_\_\_

Today's date: \_\_\_\_\_

**WITNESS STATEMENT**

The undersigned witness certifies that , known to me to be the same person whose name is subscribed as Principal to the foregoing Health Care Power of Attorney, appeared before me and the Notary Public and acknowledged signing, while the Principal was physically present in the State of Illinois, and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth. I believe the Principal 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.

Signature	Print Name
Date:	
Address:	

(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:)

Signature	Print Name
Date:	
Address:	

**NOTE:** You may, but are not required to, notarize your executed Power of Attorney, request your Agent and Successor Agents to provide specimen signatures, and identify the name, if any, of the preparer who assisted you in completing this form, as provided below. If you include specimen signatures in this Power of Attorney, you must complete the certification opposite the signatures of the Agents; you may also have the notary certify the correctness of Agent signatures.)

State of Illinois )  
: SS.  
County of )

The undersigned, a Notary Public in and for the above state and county, certifies that , known to me to be the same person whose name is stated as Principal to this Power of Attorney, appeared before me and the Witness named above and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth herein, (and certified to the correctness of the signature(s) of the Agent(s).

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Notary Public \_\_\_\_\_

Specimen signatures of Agent (and Successors)

I certify that the signatures of my Agent (and Successors) are correct.

_____ (Agent)	_____ (Principal)
_____ (Agent)	_____ (Principal)
_____ (Agent)	_____ (Principal)

## Agent Authorization

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. The authority under this paragraph (4) applies to any information governed by the Health

Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations thereunder. The Agent serves as the Principal's personal representative, as that term is defined under HIPAA and regulations thereunder.

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.

Illinois Living Trust

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

**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:

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Principal's initials

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**ILLINOIS STATUTORY SHORT FORM  
POWER OF ATTORNEY FOR PROPERTY**

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This Power of Attorney for Property revokes all Previous Powers of Attorney for Property. You must sign this form, and a witness must also sign it before it is valid.

1. I, of , , hereby revoke all prior Powers of Attorney for property executed by me and appoint: of , , 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, including, but not limited to contract, title, and any and all related transaction documents for the sale and closing of properties, both titled in my name and the name of my Trust.
- b. Financial Institution transactions and to execute a financial institution's Power of Attorney.
- c. Stock and Bond transactions.
- d. Tangible personal property transactions.
- e. Safe Deposit Box transactions.
- f. Insurance and Annuity transactions.
- g. Social Security, Employment and Military Service Benefits.
- h. Tax Matters.
- i. Commodity and Option transactions.
- j. Business Operations and Business Succession Agreements.
- k. Borrowing transactions.
- l. Estate transactions.
- m. Use, open, close or inquire about credit cards;
- n. Obtain, open, read, respond to and redirect U.S. Mail;



- o. Deal with the Internal Revenue Service and local taxing agencies, including, but not limited to, signing returns, signing the IRS Power of Attorney Form, receiving and depositing refund checks, etc.;
- p. Enter into Reverse Mortgages;
- q. Enter into caregiver agreements;
- r. Create Inter Vivos Trusts;
- s. Establish Special Needs Trusts (OBRA or Pooled Trusts)
- t. Apply for, continue, or terminate any benefits from any state or federal government or agency or department thereof, including but not limited to Social Security, VA, Medicare, and Medicaid;
- u. Hire Agents, Attorneys, Accountants, Financial Advisors; and compensate them;
- v. Establish, contribute to, convert and Roll Over Retirement Plans;
- w. Claims and Litigation;
- x. All other property transactions;
- y. **Power to Act as Digital Fiduciary.** Agent hereby grants the Trustee the maximum authority and powers permitted under relevant federal and state law over Digital Accounts and Digital Assets, including, without limitation, the power to access and control, manage, deactivate, or delete any digital asset owned by Trustor during Trustors life and any digital account to which Trustor had access during Trustors life. This declaration is intended to be Trustors consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986 and all other state and federal data privacy and relevant criminal laws, including, but not limited to the Revised Uniform Fiduciary Access to Digital Assets Act. For purposes of this section, Digital Asset means an electronic record in which I have a right or interest and may include data, files, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, which are created, generated, or stored by electronic means. The term Digital Asset and the rights regarding Digital Assets granted herein [specifically includes the content of electronic communications as defined in 18 U.S.C. § 2510(12)] and does not include an underlying asset or liability unless the asset or liability is itself an electronic record. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. For purposes of this section, Digital Account means an arrangement under a terms-of-service agreement in which a custodian either

carries, maintains, processes, receives, or stores Digital Assets, or provides goods or services for the principal.

(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.)

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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.)

The power to transfer property to the Trustee of the Revocable Trust which I have created for my own benefit, known as **Trust**. The power to make any appropriate annual exclusion gifts authorized by I.R.C. section 2503(b) as amended. The power to act for me in my name to deposit funds to, withdraw funds from, open and close any financial accounts held in the name of the Revocable Trust which I have created for my own benefit, known as **Trust**.

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(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

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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** \_\_\_\_\_

(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:

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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 document.

Dated: \_\_\_\_\_

Signed \_\_\_\_\_

(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.)

**WITNESS STATEMENT**

The undersigned witness certifies that , known to me to be the same person whose name is subscribed as Principal to the foregoing Financial Power of Attorney, appeared before me and the Notary Public and acknowledged signing, while the Principal was physically present in the State of Illinois, and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth. I believe the Principal 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.

Signature	Print Name
Date:	
Address:	

(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:)

Signature	Print Name
Date:	
Address:	

NOTE: You may, but are not required to, notarize your executed Power of Attorney, request your Agent and Successor Agents to provide specimen signatures, and identify the name, if any, of the preparer who assisted you in completing this form, as provided below. If you include specimen signatures in this Power of Attorney, you must complete the certification opposite the signatures of the Agents; you may also have the notary certify the correctness of Agent signatures.)

State of Illinois )  
: SS.  
County of )

The undersigned, a Notary Public in and for the above state and county, certifies that , known to me to be the same person whose name is stated as Principal to this Power of Attorney, appeared before me and the Witness named above and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth herein, (and certified to the correctness of the signature(s) of the Agent(s).

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Notary Public

Specimen signatures of Agent (and Successors)

I certify that the signatures of my Agent (and Successors) are correct.

_____ (Agent)	_____ (Principal)
_____ (Agent)	_____ (Principal)
_____ (Agent)	_____ (Principal)

(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.)

## 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 documents.

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.

Illinois Living Trust





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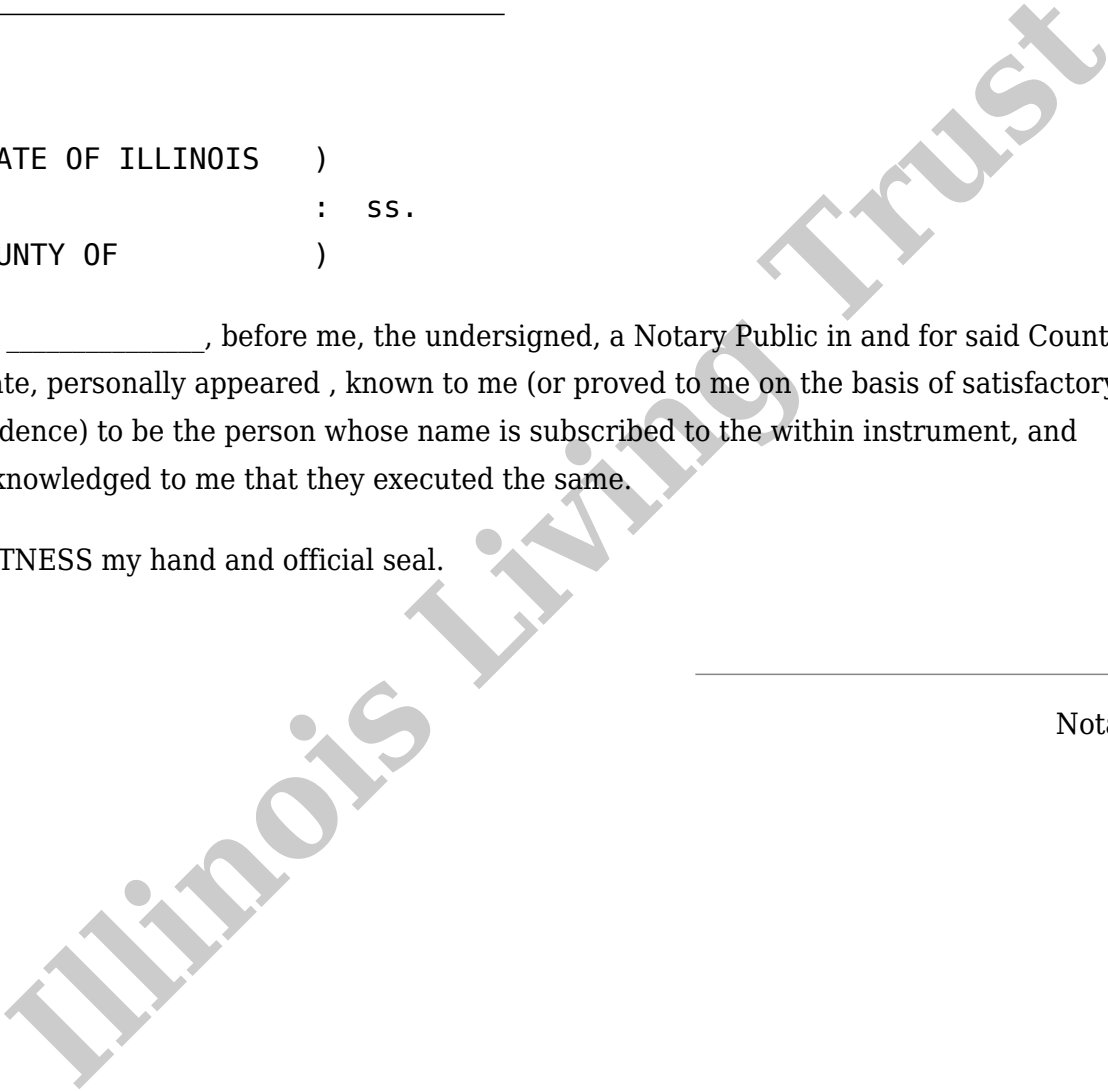
STATE OF ILLINOIS    )  
  :   SS.  
COUNTY OF                )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

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Notary Public



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## CERTIFICATION OF TRUST AGREEMENT

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THIS AGREEMENT is made and entered between of , , , herein designated as Trustor; and of , , , herein designated as Trustee.

The Trustee certifies the following information as true and correct:

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Description of Trust.** The parties hereto desire to confirm the establishment of a Revocable Trust on the date first above written, and amendments thereto, for the benefit of Trustor, with the Tax Identification Number as the Social Security Number of the Trustor, and containing, among others, the following provisions:

1. **Name of the TRUST: Trust.**
2. **Initial Trustee.** The Trust states that is designated as sole Trustee, to serve until the death, resignation or incompetency of said . There are no Co-Trustees authorized to sign or otherwise authenticate on behalf of the Trust.
3. **Successor Trustees.** Upon removal of as Trustee, Successor Trustees is designated as , upon the removal of as Trustee, the Successor Trustee is designated as .
4. **Trustor's Right of Withdrawal.** The Trustor retains the unlimited right to withdraw income and principal from the Trust.
5. **Trust Irrevocable Upon Death of Trustor.** Upon the death of the Trustor, the Trust becomes Irrevocable.
6. **Trustee's Powers.** The Trustee, or the Successor Trustee, shall have the power and authority to manage and control the Trust property in such manner as the Trustee or Successor Trustee or may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of same, including, but not limited to, the following:
  - a. **Power to Manage Trust Property.** The power to grant, exchange, lease, sell and convey real and personal property;
  - b. **Power to Appoint Trust Managers.** The Trustees may, from time to time, appoint one or more Trust Managers who shall have such authority as the Trustees may confer from time to time, including the authority to hold, manage, invest, and reinvest Trust assets, and enter into agreements for compensation for the services of the Manager. A Trust Manager shall serve at the discretion of the Trustee and may be removed at any time. The Trustee may, from time to

time, appoint a Bank or Trust Company to serve as a Trustee, Manager, Agent, or with any other appropriate title, in such capacity or capacities, and with such powers, duties, and responsibilities as may be agreed upon from time to time between such institution and the Trustee. Whether or not such institution serves or acts as a Trustee, its powers, duties, and responsibilities shall be limited to those agreed upon and accepted by such institution, in writing. It is the purpose of this Article to enable the Trustee to secure the specialized services, expertise, experience, and resources of a responsible institution to assist in accomplishing the purposes of the Trust. For such purposes, such institution may be granted powers, duties, and responsibilities that are broader or narrower, in specific instances, than those applicable to the Trustee generally.

- c. **Power to Borrow.** The power to borrow money and to obligate the Trust Estate by mortgage, deed of Trust, pledge, or otherwise;
- d. **Power to Invest.** The power to invest in commodities of every nature, corporate obligations of every kind, precious metals such as gold or silver, stocks, preferred or common, to buy stocks, bonds, commodities, and similar investments on margin or other leveraged accounts, to open, operate and maintain a securities brokerage account wherein any securities may be bought and/or sold on margin, and to hypothecate, borrow upon, purchase and/or sell existing securities in such account as the Trustee may deem appropriate or useful, except to the extent that such management would cause includability of any Irrevocable Trust in the Estate of a Trustee;
- e. **Power to Delegate.** To perform or to delegate to any Trustee or non-Trustee any non-discretionary power, including the power to singularly or jointly open, close or transfer any type of bank account and savings and loan association account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this Trust.
- f. **Power to Act as Digital Fiduciary.** Trustor hereby grants the Trustee the maximum authority and powers permitted under relevant federal and state law over Digital Accounts and Digital Assets, including, without limitation, the power to access and control, manage, deactivate, or delete any digital asset owned by Trustor during Trustors life and any digital account to which Trustor had access during Trustors life. This declaration is intended to be Trustors consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986 and all other state and federal data privacy and relevant criminal laws, including, but not limited to the Revised Uniform Fiduciary Access to Digital Assets Act. For purposes of this section, Digital Asset means an electronic record in which I have a right or interest and may include data, files, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, which are created, generated, or stored by electronic

means. The term Digital Asset and the rights regarding Digital Assets granted herein [specifically includes the content of electronic communications as defined in 18 U.S.C. § 2510(12)] and does not include an underlying asset or liability unless the asset or liability is itself an electronic record. For purposes of this definition, "electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, and "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. For purposes of this section, Digital Account means an arrangement under a terms-of-serve agreement in which a custodian either carries, maintains, processes, receives, or stores Digital Assets, or provides goods or services for the principal.

- g. **Unlimited Power to Amend or Revoke:** The Trust is amendable and revocable with the power to amend or revoke held by the Trustor.
- h. **Limited Power to Amend for Long Term Care:** Trustor hereby grants the Trustee who is acting as the Agent under a valid Power of Attorney the limited power to amend or revoke the Trust for Medicaid and long-term care planning on behalf of Surviving Trustor.
7. **Distribution after Death of Trustor.** Following the death of the Trustor, the Trust continues or is distributed in whole or in part for the benefit of other named beneficiaries according to the terms of the Trust.
8. **Real and Personal Property.** All personal property transferred into the Trust shall remain personal property and all real property transferred into the Trust shall remain real property.
9. **Trust as Beneficiary/Owner of Retirement Account.** The Trustor intends that each Trust hereunder that owns an interest in a Retirement Account, such as an employee benefit plan or individual retirement plan, or tax-qualified account, benefit from the maximum extended deferral period. The stretch of payments and tax benefit should be maximized, under IRS rules, the Minimum Distribution Rules, the provisions of the Secure Act or any subsequent Amendments, and the maximum allowable beneficiary life expectancy that is available based upon the terms of such Trust.

Accordingly, the following shall apply:

The Trustee of a Trust so designated shall, within the time limit prescribed under the Minimum Distribution Rules and the provisions of the Secure Act, deliver documentation required under said rules to the respective administrators and Custodians of each Retirement Account. If the beneficiary falls outside the exceptions of the Secure Act or any subsequent Amendments and is not either the surviving spouse, a child of the Trustor who is still a minor, a beneficiary who is chronically ill or disabled, or a beneficiary who is no more than ten years younger than the tax-qualified account owner, then the following distribution rules shall apply to that non-exempt beneficiary: 10% of the value of the tax-qualified account shall be distributed each year, with the remaining balance distributed in year ten.

In addition to the powers granted to the Trustee by law or under other provisions of this instrument, the Trustee is authorized to exercise any power or right over a Retirement Account that is available to the Trustee as beneficiary or successor owner, including by way of example and not limitation powers to (i) select payment options, (ii) direct investments, and (iii) direct tax-free rollovers from one Retirement Account to another (and to establish any new Retirement Account that is to receive the rollover, if applicable).

When the Trustee makes a distribution or an allocation of an interest in a Retirement Account to or for the benefit of a beneficiary of a Trust hereunder, the Trustee is to assign all of the Trustee's interests in and powers over said Retirement Account interest (e.g., to direct investments and withdrawals) to said individual or Trustee, as the case may be, and nothing under this instrument shall be interpreted as requiring the Trustee to arrange for the assets held in the Retirement Account to be withdrawn from said Retirement Account. The Trustor specifically intends that any such distribution or allocation of a Retirement Account shall be handled in a manner that (i) results in zero, or the minimum possible amount of income tax payable by either the Trust, said individual, or said other Trust, and (ii) results in no change, or the minimum possible amount of change, to the deferral period that applies to the Retirement Account.

Subject to the terms, provisions or restrictions of this section, and other provisions of this Trust and applicable IRS rules, including, but not limited to maximum distribution and stretch provisions, the income of the retirement accounts will be considered the income of this Trust. Subject to the stated terms and restrictions above and in this Trust, the Trustee shall pay this income, at least quarterly to the stated beneficiary(s) and/or to any applicable Trust(s) created on behalf of the beneficiary(s) of these accounts, as provided for in this Trust, for as long as the Beneficiary shall live or until the earlier termination of his or her Trust.

The administrators, Custodians, or other fiduciaries of the respective continued Retirement accounts shall incur no liability to the Trust or to any of its beneficiaries for acting upon the written instruction of the Trustee under this Section E.

The term "Code" means the Internal Revenue Code of 1986, as in effect on the date of execution of this document.

10. **Trustee's Power to Transfer Assets.** Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust, and subsequent transferees shall be entitled to rely upon such transfers, provided the chain of title is not otherwise deficient. Title to Trust property shall be taken as follows: **Trust.**
11. **Governing Law.** This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois; provided, however, that the Trustee may, by written instrument filed with the Trust records, change the situs and governing law of any Trust held hereunder to that of another jurisdiction if (i) a Trustee

resides or has a place of business there, (ii) a beneficiary currently eligible to receive income resides there, or (iii) significant Trust principal has a situs there, except that any such change in governing law shall take effect only to the extent that it does not jeopardize the purposes of the Trust. If the Trustee exercises the authority to change the governing law under this paragraph because is residing in a state other than Illinois, then the corresponding statutory or regulatory provisions, if any, of the state in which is then residing shall be substituted for the relevant Illinois statutory or regulatory provisions cited in this instrument.

12. **Spendthrift Provision.** This Trust contains a Spendthrift Provision.
13. **During My Life .** During my life, I shall have the following rights, and my Trustee shall have the following duties, with respect to insurance policies or retirement plans owned by or made payable to my Trust.
  - a. **My Rights.** I reserve, and may exercise without the approval of my Trustee or any beneficiary, all of the rights, powers options, and privileges with respect to any insurance policy, retirement plan, annuity, or any other third party beneficiary contract made payable to my Trust or deposited with my Trustee.
  - b. **My Trustee's Obligations.** My Trustee shall deliver to me or my designee, upon my written request, any and all insurance policies, retirement plan documents, annuity contracts, and all other third-party beneficiary contracts, as well as all related documents, which are owned by or deposited with my Trustee pursuant to my Trust. My Trustee shall not be under any obligation to have any or all of such documents returned.

My Trustee shall have no obligation to see that premiums or other sums that may be due and payable under any insurance policy, retirement plan, annuity contract or any other third-party beneficiary contract are paid. Further, my Trustee shall have no obligation with respect to any insurance policy, retirement plan, annuity contract, or other third-party beneficiary contracts, as well as any documents related thereto, deposited with my Trustee, other than to provide for their safekeeping.

No provision of this agreement shall be construed to impose any obligation on me to maintain any insurance policy, retirement plan, annuity contract, or any other third party beneficiary contract in force.

14. **Upon My Death.** Upon my death, my Trustee shall make all appropriate elections with respect to insurance policies, retirement plans, other death benefits and digital assets which are owned by or payable to my Trust.
  - a. **Collection of Insurance Proceeds and Other Nonretirement Death Benefits.** My Trustee shall make every reasonable effort to collect all sums made payable to my Trust or my Trustee under all life insurance policies, or other nonretirement death benefit plans, which provide for death proceeds made payable to or owned by the Trust.

In collecting policy or death benefit proceeds, my Trustee may, in its sole and absolute discretion, exercise any of the settlement options that may be available under the terms of a policy or any other third-party beneficiary contract.

My Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

- b. **Retirement Plan Elections.** My Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds, whether under a qualified pension, profit sharing, Keogh, individual retirement account, or any other retirement plan, either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. My Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.
- c. **Collection Proceedings.** My Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds. My Trustee need not, except at its option, enter into or maintain any litigation or take action to enforce any payment until it has been indemnified to its satisfaction for all expenses and liabilities to which, in its sole judgment, it may be subjected.

My Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any and all claims that may arise from the collection of any death proceeds. The decisions of my Trustee shall be binding and conclusive on all beneficiaries.

- d. **Liability of Payor.** No person or entity which pays insurance proceeds or other death proceeds to my Trustee as a beneficiary shall be required to inquire into any of the provisions of this Trust or to see to the application of any such proceeds by my Trustee. The receipt of the proceeds by my Trustee shall relieve the payor of any further liability as a result of making such payment.
15. **Trust Agreement to Govern.** The use of this Certification of Trust Agreement is for convenience only, and the Trust Agreement is solely controlling as to provisions and interpretations, and any conflict between this Certificate and the Trust Agreement shall be decided in favor of the Trust Agreement. I certify that the above-named Trust is in full force and has not been revoked, modified, or amended in any manner which would cause the representations in this Certification of Trust to be incorrect.
16. **Power to Name Successor Custodian.** If I am a Custodian under the Uniform Transfer to Minor Act and can no longer act as Custodian because of death or incompetency and there is no designated successor Custodian available, the acting Trustee of this Living Trust is hereby designated and appointed as Custodian.

IN WITNESS WHEREOF, the undersigned, being a Trustee of the above named Trust, with full authority to execute this Trust Certification, do hereby certify that the Trust is in full force and has not been revoked, modified, or canceled in any manner which would cause the



representations of this Trust Certification to be incorrect.

**TRUSTOR:**

\_\_\_\_\_

**TRUSTEE:**

\_\_\_\_\_

STATE OF ILLINOIS            )  
  :    SS.  
COUNTY OF                    )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me (or proved me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

Illinois Living Trust

## Illinois Trust Code Authority

The foregoing Certification of Trust was prepared in accordance with and conforms to 760 ILCS 3/1013 (the Illinois Trust Code - Certification of Trust), which provides, in part;

- a. Instead of furnishing a copy of the Trust instrument to a person other than the beneficiary, the Trustee may furnish to the person a Certification of Trust.
- b. These are statutory requirements of the content of a Certification of Trust. The foregoing Certification of Trust conforms to these elements as well as the foregoing Certification of Trust uses the statutory suggested form as provided in the statute's paragraph.
- c. A person who acts in reliance upon a Certification of Trust without knowledge that the representations contained therein are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the Trust instrument is held by the person relying upon the certification.
- d. A person who in good faith enters into a transaction in reliance upon a Certification of Trust may enforce the transaction against the Trust property as if the representations contained in the Certification of Trust were correct.
- e. A person making a demand for the Trust instrument in addition to a Certification of Trust or excerpts is liable for damages if the court determines that the person did not act in good faith in demanding the Trust instrument. A person required to examine a complete copy of the Trust instrument for purposes of complying with applicable federal, state, or local law, a person acting in a fiduciary capacity with respect to a Trust, and the Attorney General's Charitable Trust Bureau are deemed to be acting in good faith when demanding a copy of the Trust instrument. This Section does not modify or limit any obligation a Trustee may have to furnish a copy of a Trust instrument to the Attorney General under the Charitable Trust Act or the Solicitation for Charity Act.