

This sample plan was run utilizing an Illinois checklist and software to illustrate the state-specific features of Cowles' software. Your system would be specific for the state in which you practice – including fully integrated state-specific will attestation clauses, powers of attorney, health care directives, deeds, and community property agreements where applicable.

Joseph and Alice Jackson
345 W. Oak Lane
Anycity, Anystate 56451

Dear Joe and Alice:

Enclosed for your inspection, prior to our appointment at 3:00 P.M. on April 11, 2006, is a copy of the proposed Articles One and Two of your trust. These Articles are a small part of all the documents we are preparing but are the ones that contain the most detail, including your plan of distribution and the provisions for management of assets of the trust.

If you see the need for changes, please give us a call as soon as possible, so we can make changes prior to our appointment. We will go over all provisions during your appointment, and will answer any general questions you may have at that time.

We will look forward to seeing you on April 11, 2006, at which time we will go over the entire plan, formally sign all documents, and give you information on transferring assets into your trust.

In the meantime, feel free to call if you have questions that you would like to discuss prior to your appointment.

Sincerely,

Fritz Bean

Cowles' Trust Plus software generates this letter to be mailed to the client with Articles One and Two of the trust, which contain trustee appointments, management provisions and the plan of distribution. Mailing these portions of the trust, rather than the entire plan, keeps the review simple and understandable for the client and eliminates delayed appointments because the client feels the need for more time for review. The entire plan is reviewed in depth at the second appointment, when documents are signed.

Letterhead may be scanned so letters print on letterhead, but for those who prefer to send letterhead through the printer, letters and other documents which would be printed on letterhead are generated first, with other documents following.

May 11, 2006

This follow-up letter and questionnaire for mailing to the client after documents are executed reminds the client about the need for funding and ongoing review of the estate plan, promotes good will, and provides valuable feedback on the quality of law office services and future marketing opportunities.

Joseph and Alice Jackson
345 W. Oak Lane
Anycity, Anystate 56451

Dear Joe and Alice:

The living trust estate plan set up for you and your heirs will be of lifetime benefit to you, will avoid probate on all assets held by the trust and may help to save taxes. However, in order to allow the trust to work, you must fund it.

Funding the Trust: Please remember to fund the trust with any bank accounts, securities, partnership interests and all other property owned now or acquired in the future. Also make all necessary beneficiary designation changes on your retirement accounts and insurance. Refer to the packet of letters you received with your estate plan and the written instructions in your *Estate Organizer Binder*. Feel free to call us if you need additional information.

Updating your Estate Plan: Your *Estate Organizer Binder* contains copies of all of your documents, which should be reviewed on an annual basis to be certain that the successor trustee(s) appointed, the plan of distribution and other provisions are still appropriate. If changes occur in your family, financial situation, or desires, please feel free to contact us regarding revisions to be made. Any modifications to the documents without professional help may not effectively carry out desires and could invalidate the estate plan. In order to keep plans updated, it is important that you contact us periodically for a review of your plan.

Your *Estate Organizer Binder* contains a Schedule of Assets section where you can list information regarding your assets, directions for memorial services, your advisors' names and addresses and other personal information. Although it is not required legally, completing this information and updating it annually will be of great help to your successor trustee(s) in carrying out the provisions of your trust.

We appreciate the confidence you placed in us by allowing us to prepare your estate plan, and compliment you on taking steps to protect your assets and to simplify procedures for your family if a death or disability occurred. We know that this type of planning is easy to procrastinate on, and brings up topics that are not very pleasant to consider. Through personal experience, however, we have seen the type of planning you've completed save a great deal of money. Additionally, planning minimizes the potential for hard feelings among family members, since your intentions are clearly stated. You have taken steps to minimize paperwork for family members at times when family should be able to concentrate on supporting one another

Joseph and Alice Jackson
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emotionally, rather than worrying about probate or guardianship concerns. Estate planning is difficult to gift wrap, but truly is a great gift to your family.

We hope you are pleased with our services. Would you please complete and return the enclosed confidential evaluation form? This form helps us to become aware of any issues, and enables us to improve our service to you and to others. Thanks again, for your confidence in us.

Sincerely,

Fritz Bean

Enclosure(s)

The Cowles' Trust Plus system creates easy-to-read, comprehensive documents which are coordinated with information in the Estate Organizer™ binder and informational videotapes for thorough, coordinated client education.

Trust Plus allows the drafter to build customized documents during the initial appointment by selecting appropriate phrase options in the checklist.

DECLARATION OF TRUST

This declaration of trust is made by JOSEPH P. JACKSON, a/k/a JOE JACKSON, and ALICE A. JACKSON as of April 11, 2006. This trust shall be governed by the laws of the State of Anystate.

***** ARTICLE ONE *****

NAME OF TRUST AND APPOINTMENTS

A. **NAME OF TRUST:**

This trust shall be known as the JACKSON TRUST DATED APRIL 11, 2006.

B. **PRIMARY TRUSTEES:**

We hereby designate ourselves as the primary trustees of this trust. Either or both of us may exercise dominion and control over any and all of the trust assets, except as to amendment or revocation of this trust, which shall be pursuant to the provisions of Article Three. Upon the death of one of us, the survivor shall continue to act as the primary trustee of this trust with full power and authority to deal with any and all of the assets of this trust in any manner that said survivor sees fit, except as otherwise provided in Article Two and/or Article Three of this trust. During the existence of this trust, each settlor shall have the right to partition, enabling each settlor to restrict, transfer, or withdraw one-half of the assets in this trust.

C. **CO-SUCCESSOR TRUSTEES:**

We designate AARON T. THOMPSON and DEBRA S. THOMPSON as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. Our co-successor trustees are to assume the duties as trustees hereunder upon the resignation of both of us or the survivor of us, the death of the survivor of us, the disappearance of both of us or the survivor of us, or if both of us or the survivor of us is certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of the incompetency or resignation of both of us or the survivor of us, our co-successor trustees are to use the income and assets of this trust for our health, education, support, and maintenance and the health, education, support, and maintenance of ANGELA M. JACKSON, TIMOTHY W. JACKSON and THOMAS J. JACKSON.

Software preferences allow for page numbers on each page and/or client initialing of each page. Neither have been selected for this sample plan, simply to minimize the number of pages in this sample plan.

Preferences also allow the drafter to specify whether beneficiary, trustee and/or other names are capped, italicized, bolded, or simply left in lower case. Many other preferences are also available.

Trust Plus offers various options in trustee appointments, making it easy for the drafter to select or change appointments. If co-trustees are appointed, language may provide that if one does not act, the other acts alone, or that an alternate co-trustee acts in place of the original co-trustee not acting. Another option provides that if both original co-trustees do not act then neither originally appointed trustee acts and named alternates act instead. Consider the tedious editing and proofreading that is eliminated by this automation, and consistency is assured!

Additionally, all appointment provisions are carried into supporting documents for consistency throughout unless the drafter opts not to carry appointments into other documents. If the client changes his or her mind during the signing appointment, changes may be made throughout the plan quickly and accurately,

D. **ALTERNATE SUCCESSOR TRUSTEE:**

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, we designate GERALD BROOKINGS as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

E. **SECOND ALTERNATE SUCCESSOR TRUSTEE:**

If GERALD BROOKINGS is unable or unwilling to act as successor trustee, we designate FIRST TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

F. **RESIGNATION OF TRUSTEE(S):**

Any trustee may resign at any time by giving at least thirty (30) days prior written notice, specifying the effective date of the resignation to any other trustee(s) then serving and to the trustee(s) appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

G. **COMPENSATION FOR SUCCESSOR TRUSTEE(S):**

Our successor trustee(s) shall serve with reasonable compensation. If co-successor trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-successor trustees. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by our successor trustee(s) in carrying out duties under this trust shall be paid for from the trust.

H. **BOND WAIVED:**

No bond will be required of the primary trustee(s) or the successor trustee(s), or any other trustee(s) named herein.

I. **ACCOUNTING TO BENEFICIARIES REQUIRED:**

The primary trustee(s) will render such accounting to the successor trustee(s) as the primary trustee(s) deem advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. During the settlors' lifetimes, if the settlor(s) are no longer serving as primary trustees, the successor trustee(s) shall make a

written accounting as hereinafter defined to the settlor(s) or to their guardians at least annually and at the time that all assets of this trust are distributed in the event of revocation by the settlor(s). When neither settlor survives, the successor trustee(s) shall make a written accounting to all remainder beneficiaries of the net proceeds of this trust, or to their guardians, at least annually and at the time that all assets of this trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The successor trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the successor trustee(s), nor shall the successor trustee(s) be required to make accountings or reports to any court.

J. **PRIMARY BENEFICIARIES:**

We hereby designate ourselves as the primary beneficiaries of this trust. As long as we or the survivor of us shall live, we or the survivor of us will have the exclusive right to the use and benefit of the income and the assets of this trust, except as to the spouse's one half of assets if assets are partitioned pursuant to the preceding provisions of this Article One. If we or the survivor of us is determined to be incompetent in writing pursuant to the provisions of Article Five of this Declaration of Trust and provided that provisions are made elsewhere in this trust document for use of trust assets for other beneficiaries during our lifetime(s), this paragraph shall be subordinate to such other paragraphs. Upon the death of the survivor of us, our successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this Declaration of Trust document.

***** ARTICLE TWO *****
PLAN OF DISTRIBUTION

A. PLAN OF DISTRIBUTION UPON DEATH OF SURVIVOR:

1. Upon the death of the survivor of us, our successor trustee(s) shall take charge of the assets then remaining in this living trust, pay all of the legally enforceable debts of the survivor of us including the expenses of the last illness and funeral expenses of the survivor of us, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof.
2. Proceeds remaining after the previous provisions have been complied with shall be distributed according to the following plan of distribution:
 - a. We give Alice's wedding ring to ANGELA M. JACKSON.
 - b. If a beneficiary named above to receive a specific asset does not survive the survivor of us, then the asset given to the deceased beneficiary shall become part of the net proceeds of this trust and shall be distributed according to the provisions of the following paragraphs.

If the "specific gifts" box is selected, software automatically generates a separate specific gifts form.

- c. We may from time to time indicate our desire that specific gifts be made from this living trust upon the death of the survivor of us. If we make known our desire in writing referring to or attached to this trust agreement, upon the death of the survivor of us, the trustee(s) shall distribute the specific gifts as if the specific gifts had been made in this trust agreement itself. The gift(s) shall be effective only upon the death of the survivor of us, and only if the writing is dated and signed by at least one settlor, and witnessed by two unrelated witnesses. In dating the specific gifts document, it is not our intention to redate the entire trust agreement.
 - d. We direct that our successor trustee(s) divide our personal effects, including automobiles, boats, sporting equipment, jewelry, furniture, furnishings, china, glassware, silver and household equipment (except those items which are specifically given to a beneficiary elsewhere in this trust agreement in which case said specific gift shall take precedence over this paragraph), among our children or their issue by representation as they may agree or, failing such agreement, in such manner as our successor trustee(s) may deem equitable. If our children or their issue by representation do not agree, we give our successor trustee(s) full discretion to determine the division and distribution of the articles above referred to

If the Jackson's were concerned that being included as a beneficiary of personal property could compromise Peter's eligibility, the option within software could be utilized to simply name only the other children to receive personal property

between our children or their issue by representation, and such determination shall be binding on all persons. If any beneficiary of ours is a minor at the time of such division, distribution shall be made to the person having custody of him or her for purposes of this provision, and the receipt of such person for the distributable share of such minor shall fully and completely release our successor trustee(s) from responsibility for such personal property.

e. The net proceeds of this trust shall be distributed as follows:

- (1) Twenty-five percent (25%) of the net proceeds shall be added to the assets held in the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 and administered pursuant to the terms and conditions of said supplemental needs trust.
- (2) If the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 does not exist at the time of the death of the survivor of us, then the net proceeds to be distributed to the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 shall be distributed pursuant to the provisions of this revocable trust agreement for distribution of the balance of net proceeds remaining.

f. The balance of net proceeds remaining shall be distributed to the testamentary trust trustee(s) hereinafter named, to be held in trust for the following uses and purposes:

Because a child is an SNT beneficiary, software is intelligent enough to know that the term 'beneficiaries' should be used instead of references to 'children', to insure that Peter will not be included in remainder distributions- outside of his SNT.

- (1) The testamentary trust trustee(s) shall distribute the proceeds given to the testamentary trust trustee(s) in the previous paragraph into a common trust for the benefit of our named beneficiaries or their issue by representation, to be administered as hereinafter provided. Our named beneficiaries are ANGELA M. JACKSON, TIMOTHY W. JACKSON and THOMAS J. JACKSON.
- (2) When our youngest surviving named beneficiary reaches the age of majority, the principal and any accumulated income shall be divided into shares to provide one equal share for each surviving named beneficiary and one (1) share for each deceased named beneficiary to be divided for his or her issue by representation. The distribution for each beneficiary shall be administered in a separate trust.
- (3) While the testamentary trust is administered in one trust, the testamentary trust trustee(s) shall pay to our beneficiaries or for

their benefit, from the income or principal of the trust, such sum or sums as the testamentary trust trustee(s) shall deem necessary or proper to provide for their suitable support, health, education and maintenance, adding any unused income to the principal at the end of each year. Distributions authorized in the previous sentence are in the sole discretion of the testamentary trust trustee(s), and are not required to be made equally among our beneficiaries nor pursuant to the shares allocated to beneficiary(ies) above. Distributions made for support, health, education and maintenance shall not be considered advancements, and shall not impact calculation of shares pursuant to the following provisions.

- (4) After the trust is divided into a separate trust for each beneficiary, the testamentary trust trustee(s) shall pay to the beneficiary or for the beneficiary's benefit, from the income or principal of that beneficiary's trust, such sum or sums as the testamentary trust trustee(s) shall deem necessary or proper to provide for that beneficiary's suitable support, health, education and maintenance, adding any unused income to the principal at the end of each year. After the trust is divided into a separate trust for each beneficiary, the principal and income of each trust shall remain entirely separate (except investment in a common fund shall be allowed), and each testamentary trust shall be used only for the benefit of the beneficiary of that respective trust, and shall not be used under any circumstances for the benefit of any other beneficiary.
- (5) In addition to other distributions allowed to be made to beneficiaries under the terms of this trust agreement, our testamentary trust trustee(s), at any time or from time to time, may pay to a beneficiary, upon the beneficiary's written request, any sum from the principal and/or income of the trust that our testamentary trust trustee(s) deem reasonable and proper to assist the beneficiary in purchasing a personal residence, or to engage in or enter into a business through which the beneficiary would have a reasonable opportunity for gainful employment. In the exercise of this discretion, the decision of our testamentary trust trustee(s) as to the propriety and amount of these payments shall be conclusive, and our testamentary trust trustee(s) shall not be required to look into how these payments are used. Any payments shall be considered an advancement against the beneficiary's ultimate share. It is our intent that these advancements not unreasonably jeopardize the purpose of the testamentary trust(s).
- (6) This spendthrift provision is intended for the personal protection and welfare of the beneficiary(ies). No interest of a beneficiary

under this instrument shall be subject to voluntary or involuntary transfer, assignment, anticipation, pledge or seizure by legal process, or be subject during the beneficiary's life to the claims of the beneficiary's creditors or to any claims for maintenance or for support of a beneficiary's spouse. If the testamentary trust trustee(s) believe the interest of a beneficiary is threatened to be diverted in any manner from the purpose of a trust as stated above, the testamentary trust trustee(s) shall withhold any distributions and shall apply payment in any manner which will contribute to the support, health, education and maintenance of the beneficiary(ies). Whenever the testamentary trust trustee(s) are satisfied that the diversion is no longer threatened, resumption of distribution is authorized. This provision shall not be construed to extend the term of any trust.

- (7) After the common trust has been divided into separate trusts as hereinbefore provided, when the beneficiary of a trust reaches the age of twenty-five (25), the testamentary trust trustee(s) shall distribute to that beneficiary one-half (1/2) of the principal and accumulated income of that beneficiary's trust. When the beneficiary of a trust reaches the age of thirty (30), the testamentary trust trustee(s) shall distribute to that beneficiary all remaining principal and any accumulated income of that beneficiary's trust, and that beneficiary's trust shall terminate.

If a phrase is selected to create an SNT within the trust, or to pour revocable trust assets to an SNT, the option will be given to include the SNT as a contingent beneficiary if another beneficiary does not survive (and leaves no issue if issue were included).

- (8) While the testamentary trust is administered in one trust, in the event of the death of a beneficiary prior to the termination of this testamentary trust, then the deceased beneficiary's issue by representation shall take the place of the deceased beneficiary as lifetime and residuary beneficiary(ies) of this trust. If the deceased beneficiary leaves no issue, then the interest of the deceased beneficiary shall be distributed in equal shares with one (1) share distributed to each of the other named beneficiaries or their issue by representation, and one (1) share distributed to the trustee(s) of the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 or, if PETER T. JACKSON does not survive, to PETER T. JACKSON'S issue by representation. The testamentary trust shall be administered for the benefit of all beneficiary(ies) of this trust, and upon termination of this trust, shall be distributed to the testamentary trust trustee(s) of separate

trusts for the benefit of each beneficiary. This provision shall not be construed to extend the term of this testamentary trust past the term hereinbefore described.

- (9) After the testamentary trust is divided into separate trusts, in the event of the death of a beneficiary prior to the termination of that beneficiary's testamentary trust, then the testamentary trust trustee(s) shall distribute the deceased beneficiary's trust principal and accumulated income to the deceased beneficiary's issue by representation, and, if none shall then be living, then the deceased beneficiary's trust principal and accumulated income shall be distributed in equal shares with one (1) share distributed to each of the other named beneficiaries or their issue by representation, and one (1) share distributed to the trustee(s) of the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 or, if PETER T. JACKSON does not survive, to PETER T. JACKSON'S issue by representation, subject to the following provisions. If a beneficiary's testamentary trust is still in existence, said share from a deceased beneficiary shall be added to the existing testamentary trust and held under the terms and conditions of that existing trust. If a beneficiary's testamentary trust is no longer in existence or if a beneficiary's share was not previously held in trust, that beneficiary shall receive his or her share of the deceased beneficiary's share outright.
- (10) If neither primary not contingent beneficiaries survive, in the event of the death of a beneficiary prior to the termination of the common testamentary trust or the separate testamentary trust for that beneficiary's benefit, then at the time the testamentary trust is terminated, the testamentary trust trustee(s) shall distribute the deceased beneficiary's share of trust principal and accumulated income fifty percent (50%) to the heirs at law of settlor-husband and fifty percent (50%) to the heirs at law of settlor-wife of this revocable trust.
- (11) We designate AARON T. THOMPSON and DEBRA S. THOMPSON as co-testamentary trust trustees. If a co-testamentary trust trustee is unable or unwilling to act, the remaining co-testamentary trust trustee(s) shall serve with all rights and responsibilities originally given to all co-testamentary trust trustees.
- (12) If neither of the above-named co-testamentary trust trustees is able or willing to act as testamentary trust trustee, we designate

GERALD BROOKINGS as testamentary trust trustee to serve with all rights and responsibilities given to the original trustees.

- (13) If GERALD BROOKINGS is unable or unwilling to act as testamentary trust trustee, we designate FIRST TRUST COMPANY as testamentary trust trustee to serve with all rights and responsibilities given to the original trustees.
- (14) Our testamentary trust trustee(s) shall act without bond, and shall not be required to make any reports or accountings to any court, but shall be required to make annual written accountings of the administration of the trust(s) to all beneficiaries or to their guardians.
- (15) Our testamentary trust trustee(s) shall serve with reasonable compensation. If co-testamentary trust trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-testamentary trust trustees. Additionally, all expenses of any type incurred by our testamentary trust trustee(s) in carrying out the duties under this testamentary trust shall be paid for from the testamentary trust. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed.

B. IF ALL BENEFICIARIES PREDECEASE:

Upon the death of the survivor of us, if neither beneficiaries nor alternate beneficiaries named herein survive, then we give the net proceeds of this trust fifty percent (50%) to the heirs at law of settlor-husband and fifty percent (50%) to the heirs at law of settlor-wife of this living trust.

C. RULE AGAINST PERPETUITIES:

Any power of appointment created by this living trust shall be exercisable by the designated donee, if, and only if, the power is exercised prior to twenty-one years after the death of the last to die of any of our descendants in being at the time of the death of the surviving settlor. Any property interest transferred by this living trust shall vest no later than twenty-one years after the death of the last to die of any of our descendants in being at the time of the death of the surviving settlor. If a share or trust must be terminated pursuant to this Rule Against Perpetuities, then the principal and undistributed income of a terminated trust or share shall be distributed to the then income beneficiaries of that trust or share in the same proportion that the beneficiaries are entitled to receive income when the trust or share terminates. If, at the time of such termination, the rights

of income are not fixed by the terms of this trust, distribution shall be made, by right of representation, to the persons who are entitled or authorized, in the trustee's discretion, to receive payments from the trust or share.

D. **GUARDIANSHIP:**

1. If neither of us is able to act as guardian for our minor child(ren), we designate AARON T. THOMPSON and DEBRA S. THOMPSON as co-guardians of our minor child(ren), or co-guardians of any child of ours who is unable to act as his or her own guardian due to mental disability. If one of the named guardians is unable or unwilling to act, the remaining guardian(s) shall serve with all rights and responsibilities originally given to all guardians.
2. If neither of the named guardians is able to serve as guardian, then we designate GERALD BROOKINGS as sole guardian, with all rights and responsibilities given to the original guardians.
3. No bond will be required of the guardian(s).

E. **SURVIVORSHIP CLAUSE:**

If any beneficiary dies prior to the termination of this trust or within thirty (30) days after the date of the death of the survivor of us, whichever is earlier, any interests which would have passed to said beneficiary under the provisions of this trust are to be disposed of according to the plan of distribution which would have been effective under this trust if such beneficiary had predeceased the survivor of us, except that, if a 'Simultaneous Death Provision' is included in this Declaration of Trust or in any addendum thereto, the Simultaneous Death Provision shall take precedence over the provisions of this paragraph in regard to survivorship of my spouse. It is our intention that any property or interest which is distributed from our trust as a result of any transfer authorized by our successor trustee(s) prior to the death of said beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

F. **SIMULTANEOUS DEATH PROVISION:**

If we should die under such circumstances as would render it doubtful as to which of us died first, then it shall be conclusively presumed for the purposes of this living trust that we died simultaneously.

***** ARTICLE THREE *****
SETTLOR POWERS

A. POWER TO FUND THE TRUST:

After this trust is duly executed, we will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of our assets that we choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee(s) of this trust are listed on Schedule A, which is attached to this trust and made a part of this trust. We hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to our furniture, wearing apparel, and personal possessions. Additionally, the settlor(s) are now holding and will hold, solely and exclusively for and on behalf of such trust, any and all properties of all kinds, whether presently owned or hereafter acquired including bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located, but not including tax-favored assets on which recognition of income has been deferred including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and non-qualified deferred compensation.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in the individual name or names of either of us, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee(s) of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

B. POWER TO AMEND:

During our joint lifetimes this trust may be amended by either settlor as to an undivided one-half interest in all trust assets, by an instrument in writing which is either notarized or executed with the same formalities as a will, signed by at least one settlor and delivered to the other settlor and all acting trustee(s), except as may be limited by Article One or Two of this Declaration of Trust.

After the death of the first settlor to die, the surviving settlor may amend this trust, in whole or in part, by an instrument in writing, signed by the surviving settlor and

delivered to all acting trustee(s) (which may be the surviving settlor) except as may be limited by Article One or Two of this Declaration of Trust.

C. **POWER TO REVOKE:**

During our joint lifetimes this trust may be revoked by either settlor by an instrument in writing, signed by at least one settlor, and delivered to the other settlor and all acting trustee(s) (who may be settlor(s)), in which case an undivided one-half interest in the trust property shall be distributed to each settlor-spouse.

After the death of the first settlor to die, the surviving settlor may revoke this trust, in whole or in part, by an instrument in writing, signed by the surviving settlor and delivered to all acting trustee(s) (which may be the surviving settlor) except as to the provisions of Article Two of this Declaration of Trust, which shall take precedence over the provisions of this sentence. Upon revocation, the trustee(s) shall deliver the trust property to the surviving settlor.

D. **POWER TO CHANGE TRUSTEE:**

During our joint lifetimes, we may change the trustee(s) of this trust by an instrument in writing, signed by at least one of us and delivered to the other settlor and all acting trustee(s) (who may be settlor(s)), except as may be limited by Article One or Two of this Declaration of Trust.

After the death of the first settlor to die, the surviving settlor shall have the power to change the trustee(s) by an instrument in writing, signed by the surviving settlor and delivered to all acting trustee(s) (which may be the surviving settlor) except as may be limited by Article One or Two of this Declaration of Trust.

***** ARTICLE FOUR *****
TRUSTEE(S)' POWERS

A. MANAGEMENT OF TRUST PROPERTY:

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive or nonproductive assets, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s), except in regard to marital deduction property, in which case the surviving spouse shall have the power to direct the trustee(s) to make the property income producing.
3. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
4. To establish lines of credit and to guarantee any and all loans made to the settlor(s) regardless of the purpose of the loan.
5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit

securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.

6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
9. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
10. To vote a security, in person or by general or limited proxy.
11. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
12. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
13. To engage in covered call writing.
14. To buy, sell and trade in securities of any nature.
15. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
16. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
17. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or

ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.

18. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
19. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
21. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
23. To pay the debts of settlor(s), the cost of any final illnesses of settlor(s), and the cost of settlor(s)' funerals and final disposition, and to authorize any actions necessary to arrange for settlor(s)' funerals and final disposition.
24. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).
25. Our trustee(s) shall have access to any safe deposit box of ours or of either of us (whether the box is held in one of our names alone, in our revocable trust, or jointly with one another or with others) wherever located, and may remove the contents and surrender the box on our behalf. Any institution in which a safe deposit box of ours or either of us is located is not liable to either of us, to our trust, or to our heirs or estate for permitting our trustee(s) to exercise this power.
26. After the death of both settlor(s), upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power 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(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the

respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.

27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if a settlor needs long-term health and nursing care.
28. If the estate of either settlor is probated and the estate(s) do not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of the respective estate shall have the right to request that the trustee(s) of this trust distribute to the estate(s) an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.
29. Property passing to the trustee(s) of any trust under this agreement may be disclaimed by said trustee(s) without court order or approval of beneficiaries, and the trustee(s) shall recognize a beneficiary's disclaimer of all or any part of said beneficiary's interest in any property distributable to the beneficiary, provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518.
30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.
31. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

32. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
33. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.
34. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
35. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this trust agreement or by statute or general rules of law:
 - a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.
 - b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

- c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

- d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

***** ARTICLE FIVE *****
GENERAL PROVISIONS

A. CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:

A Certificate of Trustee Authority and Power signed by us and the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust.

B. SPENDTHRIFT PROVISION:

No interest in the principal or income of any trust created under this trust instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to a settlor(s)' interest in the trust estate.

C. INCAPACITY OF TRUSTEE:

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to either of us or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this Declaration of Trust shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to either of us or to any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee(s), and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee without the need for court proceedings.

D. **INCAPACITY OF THE SURVIVING SETTLOR OR BOTH SETTLORS:**

If the surviving settlor or both of us are replaced as trustee(s) of this trust as provided above, the successor trustee(s) shall use the trust estate for our benefit and for the benefit of anyone else authorized to benefit by Article One or Two of this living trust in the event of incapacity. Any income not paid to or for our benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever the surviving settlor or both of us who are not serving as trustee(s) become incapacitated. The settlor(s)' incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five C. above.

When in the process of determining the mental or physical infirmity, illness, injury, disability or incapacity of either or both of us, all individually identifiable health information and medical records may be released to the person(s) appointed as our successor trustee(s), to include any written opinion relating to the mental or physical illness, injury, disability or incapacity of either or both of us that the person(s) so appointed may have requested. This release and authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if the person(s) has not yet begun to act as our successor trustee(s).

E. **TRUSTEES' AUTHORITY TO MAKE GIFTS:**

If the surviving settlor or both of us are replaced as trustee(s) of this trust as provided above, the successor trustee(s) shall be fully authorized to make gifts from this trust in equal shares among the following beneficiaries:

Cowles' Trust Plus software is intelligent enough to make all documents consistent. Using the checklist, in the power of attorney the drafter authorized gifts to be made up to annual exclusion amounts. Software inserts appropriate provisions into the revocable trust, so the authorization to make gifts is consistent, and applies to trust or non-trust assets.

ANGELA M. JACKSON, or her issue by representation
TIMOTHY W. JACKSON, or his issue by representation
THOMAS J. JACKSON, or his issue by representation
THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST
DATED APRIL 11, 2006

F. **ASSURANCES OF SETTLOR:**

We are aware that persons dealing with one of us will be concerned whether the other settlor may have modified or revoked the trust. We hereby agree that anyone dealing

with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with acting trustee(s) or either settlor. Further, this assurance is given to encourage successor trustee(s) and third parties to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

G. LIABILITY OF TRUSTEE(S):

1. LIABILITY OF SUCCESSOR TRUSTEE(S):

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration of accounts by a predecessor trustee.

2. NOTICE TO TRUSTEE(S):

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. APPLICATION OF TRUST FUNDS:

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

H. GIFTS MADE BY SETTLOR(S):

Any distribution made as a gift of principal or income of this trust to anyone other than settlors shall be considered a distribution of such assets first to settlors and then a direct transfer of such assets from settlors to donee(s). Settlors suggest, but do not legally mandate, that any assets which are the subject of such a gift be first distributed to settlors so that settlors can complete such gifts directly.

I. DISAPPEARANCE:

If we or the survivor of us should disappear and our whereabouts or the whereabouts of the survivor of us should remain unknown for a period of forty-five (45) days, our successor trustee(s) shall take over the management of this trust until one or both of us returns. If we or the survivor of us are not seen or heard of for a period of two years and our bodies or body as the case may be have or has not been recovered, our successor trustee(s) shall presume that we are not alive, and shall proceed with the distribution of the assets of this trust as hereinbefore provided.

J. **SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or step grandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust.

The phrases "issue by right of representation" and "issue by representation" shall mean lineal descendants, *per stirpes*. The phrase "his/her and/or their issue by representation" shall be interpreted so that if a beneficiary of this trust is alive at the applicable date, the beneficiary's share is distributed to said beneficiary and issue do not take as beneficiaries, but if a beneficiary of this trust is deceased as of the applicable date and the trust provisions provide that the beneficiary's "issue by representation" take the deceased beneficiary's share, then that beneficiary's lineal descendants, *per stirpes*, take, inherit, and/or benefit as the deceased beneficiary's issue by representation or issue by right of representation. Issue shall mean lineal blood descendants and legally adopted descendants, unless stated otherwise. The phrase *per stirpes* shall mean (1) the division of distributable property into the number of equal shares sufficient to create one such share with respect to each then living descendant occupying the oldest generation in which there is at least one then living person, and one such share with respect to each deceased descendant occupying the same generation who is then survived by one or more descendants, and (2) distribution of each share so created with respect to a then living descendant to such descendant, and distribution of each deceased descendant's share equally among or between the deceased descendant's children, also *per stirpes* as defined in (1) above.

The word "*testamentary*" shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type. All references to I.R.C. § and/or Reg. § or Regulation § shall include any amendments and/or equivalent successor section to said code or regulation. Trustee(s) includes any person(s), corporation(s) or other entity(ies) from time to time holding that office as sole or co-trustee.

Dated: April 11, 2006

WITNESSES:

SETTLORS:

JOSEPH P. JACKSON

ALICE A. JACKSON

SELF-PROVING CERTIFICATE OF EXECUTION

We, JOSEPH P. JACKSON and ALICE A. JACKSON, the settlors and trustees, and the witnesses, whose names are signed to this Declaration of Trust, were duly sworn, and declared to the undersigned officer that the settlors signed this Declaration of Trust in the presence of the witnesses and in the presence of each other as their Declaration of Trust, and the witnesses in the presence of the settlors and in the presence of each other, signed said Declaration of Trust as witnesses thereto.

WITNESSES:

SETTLORS AND TRUSTEES:

JOSEPH P. JACKSON

ALICE A. JACKSON

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

Personally came before me this 11th day of April, 2006, the above named JOSEPH P. JACKSON and ALICE A. JACKSON, and _____ and _____, witnesses, to me known to be the persons who executed the foregoing instrument in their authorized capacities and acknowledged the same.

Bonnie Notary, Notary Public
Anycounty County, Illinois
My Commission Expires 6/20/2007

SCHEDULE A

Assets listed on this Schedule A are for purposes of illustration and record keeping. All assets of the trust may not be listed here, and this Schedule A shall in no way be construed to limit the number or amount of assets held by this trust.

- ALL BANK ACCOUNTS
- ALL STOCKS
- ALL BONDS
- ALL ACCOUNTS RECEIVABLE
- ALL BUSINESS ASSETS
- ALL REAL ESTATE
- ALL MOTOR VEHICLES
- ALL PERSONAL PROPERTY
- ALL ASSETS OF ANY KIND AND WHEREVER LOCATED

SPECIFIC GIFTS UPON DEATH

Pursuant to the provisions of our trust which incorporates this specific gifts form by reference, we instruct the trustee(s) to distribute the following gifts:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Dated:	Signed:
Witness:	Witness:

Description of Gift:	
Desired Recipient and Relationship:	
Dated:	Signed:
Dated:	Signed:
Witness:	Witness:

IMPORTANT NOTE: Be sure to put the date that you make each entry, and have each entry witnessed by two disinterested, unrelated witnesses.

The Comprehensive Transfer Document is a contract between the grantor(s) as individual(s) and trustee(s) of the trust, specifying that it is the grantor(s)' intention that all assets be considered part of the trust, regardless of record title (with the exception of tax-deferred assets). In situations where the desire is for all assets to be considered trust assets, the comprehensive transfer document is worth signing in case something "slips through the cracks" in funding. The signed comprehensive transfer document may help in getting an asset released if an asset is still titled in the decedent's sole name. The comprehensive transfer document should NOT be used in lieu of actually funding the trust by changing title on assets.

COMPREHENSIVE TRANSFER DOCUMENT

The undersigned hereby declare that solely as trustees of and for the benefit of the revocable living trust executed by the settlors and by the initial trustees, and under the provisions of said trust agreement, the undersigned are now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired (regardless of the names by which acquired) including, without limitation (except as specifically excepted herein):

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, real estate wherever located (including mortgages, contract for deed interests, leaseholds and mineral interests), jewelry, antiques, and any and all other assets wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

Tax-favored assets on which recognition of income has been deferred including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and qualified deferred compensation shall not be included pursuant to this comprehensive transfer document, and shall not be deemed to be transferred to the trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in the individual name or names of either of us, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

The undersigned hereby affirm and declare that from and after the date hereof:

1. All properties described above will be held by the undersigned exclusively for and in behalf of said trust as true owner(s) (subject to any and all instructions from the trustee(s) of said trust), and
2. Except to the extent of beneficial interests provided to the undersigned under the terms and provisions of said trust (as now written and as the same may in the future be amended), the undersigned have and shall have no personal interest in any of the properties described above, and

- 3. All liabilities which relate in any way to the acquisition of or which are a lien upon any of the properties governed by this declaration shall be borne by the trust which, pursuant to this declaration, owns such properties.

This declaration of exclusive trust ownership and waiver of interest is intended to be and shall be binding upon the undersigned's heirs, legal representatives and assigns and shall be revocable only by written instrument executed by the undersigned.

JACKSON TRUST DATED APRIL 11, 2006

WITNESSES:

SETTLORS AND TRUSTEES:

 JOSEPH P. JACKSON

 ALICE A. JACKSON

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

Personally came before me this 11th day of April, 2006, the above named JOSEPH P. JACKSON and ALICE A. JACKSON, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Bonnie Notary, Notary Public
 Anycounty County, Illinois
 My Commission Expires 6/20/2007

This "mini" Certificate of Trust is for use in providing information to institutions holding assets or to others who may request a copy of the trust. The mini-certificate discloses all pertinent information, while maintaining confidentiality of the plan of distribution and eliminating the need to notify third parties if a future change is made in the plan of distribution.

CERTIFICATE OF TRUST

The undersigned settlors hereby certify the following:

1. This Certificate of Trust relates to the JACKSON TRUST DATED APRIL 11, 2006 (the "trust") created by trust agreement (the "trust agreement").
2. The names of the settlors are JOSEPH P. JACKSON and ALICE A. JACKSON.
3. The names of each original trustee are JOSEPH P. JACKSON and ALICE A. JACKSON. This authority is provided by the following provision in the Declaration of Trust: "We hereby designate ourselves as the primary trustees of this trust. Either or both of us may exercise dominion and control over any and all of the trust assets, except as to amendment or revocation of this trust, which shall be pursuant to the provisions of Article Three. Upon the death of one of us, the survivor shall continue to act as the primary trustee of this trust with full power and authority to deal with any and all of the assets of this trust in any manner that said survivor sees fit, except as otherwise provided in Article Two and/or Article Three of this trust. During the existence of this trust, each settlor shall have the right to partition, enabling each settlor to restrict, transfer, or withdraw one-half of the assets in this trust."
4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust are:

Primary: JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane, Anycity, Anystate 56451

Successor: AARON T. THOMPSON and DEBRA S. THOMPSON
8741 Farber St., Anycity, Anystate 62764

Alternate Successor: GERALD BROOKINGS
5393 Cameron St., Anycity, Anystate 02928

Second Alternate Successor: FIRST TRUST COMPANY
460 Main Avenue, Anycity, Anystate 09828

Authority of the successor trustee(s) is provided by the following provisions in the Declaration of Trust: "We designate AARON T. THOMPSON and DEBRA S. THOMPSON as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. Our co-successor trustees are to assume the duties as trustees hereunder upon the resignation of both of us or the

survivor of us, the death of the survivor of us, the disappearance of both of us or the survivor of us, or if both of us or the survivor of us is certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of the incompetency or resignation of both of us or the survivor of us, our co-successor trustees are to use the income and assets of this trust for our health, education, support, and maintenance and the health, education, support, and maintenance of ANGELA M. JACKSON, TIMOTHY W. JACKSON and THOMAS J. JACKSON.

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, we designate GERALD BROOKINGS as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

If GERALD BROOKINGS is unable or unwilling to act as successor trustee, we designate FIRST TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees."

5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
6. The undersigned hereby represent that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
7. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

JOSEPH P. JACKSON

ALICE A. JACKSON

This authorization may be retained in the file to provide guidance on the extent to which client information should be shared with trustees, beneficiaries or others. Discussing this authorization with clients when the estate plan is drafted also brings potential family discord to the drafter's attention. In the event of a future incapacity, this document can be invaluable when determining what information to release to family members.

AUTHORIZATION TO RELEASE INFORMATION

We, JOSEPH P. JACKSON and ALICE A. JACKSON, individually and as trustees of the JACKSON TRUST DATED APRIL 11, 2006, hereby authorize Wilder, Bean & Johnum (hereinafter "law office") to disclose to the following persons:

any and all information relating to our estate planning including, but not limited to, the plan of distribution, trust assets and any other assets owned by us either solely, in trust, jointly or with someone else; and any other provisions in our estate planning documents including, but not limited to, wills, trusts, powers of attorney, health care documents, and asset transfer documents.

We understand that law office may incur expenses as a result of said communication and disclosure and we agree to reimburse law office for any such expenses. We also agree to pay law office for the time spent related to said communication and disclosure at the current hourly rate charged by law office at the time services are provided.

Revocation of this authorization shall be effective only if given to law office in writing.

Dated: April 11, 2006

JOSEPH P. JACKSON

ALICE A. JACKSON

Recording requested by and when recorded
mail to:

Legal Description

REVOCABLE LIVING TRUST

OF

JOSEPH P. JACKSON

and

ALICE A. JACKSON

This trust is built on a phrase by phrase basis by selecting options on the Trust Plus checklist while meeting with the clients.

The trust agreement is made up of five articles, with most variable information included in Articles One and Two. Segmenting the most specific information makes reviewing the trust with the clients(s) much easier, and facilitates easy, inexpensive addendums to the trust. Revisions to the trust during the appointment are also easy to make when various articles are used. Since revisions impact only Articles One and/or Two in most cases, it is not necessary to reprint the entire trust document if revisions are made.

REVOCABLE LIVING TRUST

JACKSON TRUST DATED APRIL 11, 2006

by

JOSEPH P. JACKSON

and

ALICE A. JACKSON

This sample plan was run utilizing an Illinois checklist and software to illustrate the state-specific features of Cowles' software. Your system would be specific for the state in which you practice.

Although, in most cases, Cowles' phrase options will provide all necessary to draft the estate plan, the Cowles' Customizer™ program which is part of the Trust Plus system allows the drafter to overwrite Cowles' phrases. Additional documents may also be added, with easy drop down menus allowing the drafter to click on appropriate merge codes so all appropriate information will automatically be merged into the new, added document.

COMPLETE ESTATE PLAN

OF

JOSEPH P. JACKSON

and

ALICE A. JACKSON

PREPARED BY:

Wilder, Bean & Johnum
123 Time Avenue
Anycity, Illinois 55555
(555) 555-1234

JOINT TRUST SUMMARY

Trust Name: JACKSON TRUST DATED APRIL 11, 2006

Date of Signing: APRIL 11, 2006

Notary on Documents: BONNIE NOTARY

Settlors: JOSEPH P. JACKSON
ALICE A. JACKSON

Co-successor Trustees: AARON T. THOMPSON AND DEBRA S. THOMPSON
Alternate Successor Trustee: GERALD BROOKINGS
2nd Alternate Successor Trustee: FIRST TRUST COMPANY

This summary may be printed to retain in the file for easy reference regarding appointments made in documents

DISTRIBUTION:

Part to the PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006
Remainder to a testamentary trust.

TESTAMENTARY TRUST PROVISIONS:

Common trust for Angela M. Jackson, Timothy W. Jackson and Thomas J. Jackson distributed at ages 25 and 30

Testamentary Trust Trustee: AARON T. THOMPSON AND DEBRA S. THOMPSON
Alternate Testamentary Trust Trustee: GERALD BROOKINGS
2nd Alt. Testamentary Trust Trustee: FIRST TRUST COMPANY

GUARDIAN:

Guardian: AARON T. THOMPSON AND DEBRA S. THOMPSON
Alternate Guardian: GERALD BROOKINGS

POUOVER WILL TO TRUST:

Husband's

Personal Representative: ALICE A. JACKSON
Alternate Personal Representative: AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alt. Personal Representative: GERALD BROOKINGS
3rd Alt. Personal Representative: FIRST TRUST COMPANY

Wife's

Personal Representative: JOSEPH P. JACKSON
Alternate Personal Representative: AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alt. Personal Representative: GERALD BROOKINGS
3rd Alt. Personal Representative: FIRST TRUST COMPANY

DURABLE POWER OF ATTORNEY:

Husband's

Immediate Powers with gifting allowed to in equal shares between ANGELA M. JACKSON, TIMOTHY W. JACKSON, THOMAS J. JACKSON and THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 or to their issue.

Attorney-in-fact:	ALICE A. JACKSON
Alternate attorney-in-fact:	AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alt. attorney-in-fact:	GERALD BROOKINGS
3rd Alt. attorney-in-fact:	FIRST TRUST COMPANY

Wife's

Immediate Powers with gifting allowed to in equal shares between ANGELA M. JACKSON, TIMOTHY W. JACKSON, THOMAS J. JACKSON and THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST DATED APRIL 11, 2006 or to their issue.

Attorney-in-fact:	JOSEPH P. JACKSON
Alternate attorney-in-fact:	AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alt. attorney-in-fact:	GERALD BROOKINGS
3rd Alt. attorney-in-fact:	FIRST TRUST COMPANY

HEALTH CARE DOCUMENTS:

Husband's Durable Power of Attorney for Health Care

Agent:	ALICE A. JACKSON
Alternate agent:	AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alternate agent:	GERALD BROOKINGS

Wife's Durable Power of Attorney for Health Care

Agent:	JOSEPH P. JACKSON
Alternate agent:	AARON T. THOMPSON AND DEBRA S. THOMPSON
2nd Alternate agent:	GERALD BROOKINGS

ASSET TRANSFER DOCUMENTS:

- Business Assets Assignment
- Deed(s)
- Letter to Client RE: Conflict of Interest Disclosure
- Billfold Card for client use in titling new assets

ASSET TRANSFER LETTERS:

- Instructions to Banks and Credit Unions

Instructions to Stockbrokers and Financial Planners
Life Insurance Beneficiary
Retirement Plans, IRAs, Keoghs or TDAs - Beneficiary

Prepared By:
Fritz Bean
Wilder, Bean & Johnum
123 Time Avenue
Anycity, Illinois 55555

Recording requested by and when recorded
mail to:

Legal Description

This Certificate, created by the software, is a verbatim quote of the trust agreement, but deletes unnecessary parts of the plan of distribution. Using this Certificate if an institution or someone else requests more than the mini-Certificate is preferable to releasing copies of the entire trust agreement. If the entire trust agreement is released, the plan of distribution is no longer private, and, if the plan of distribution is later changed, if the Certificate, rather than the trust agreement is released, there is no necessity of notifying anyone of changes since the plan of distribution was not included in the original certificate.

CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

OF

THE JACKSON TRUST DATED APRIL 11, 2006

CERTIFICATE OF TRUSTEE AUTHORITY AND POWER

The undersigned trustees, being the only present trustees of the JACKSON TRUST DATED APRIL 11, 2006, do hereby certify to whomever it may concern that:

Paragraph A of Article Five of the trust agreement creating the JACKSON TRUST DATED APRIL 11, 2006 provides: "**CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:** A Certificate of Trustee Authority and Power signed by us and the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust."

*** **ARTICLE ONE PROVIDES** ***
NAME OF TRUST AND APPOINTMENTS

"A. **NAME OF TRUST:**

This trust shall be known as the JACKSON TRUST DATED APRIL 11, 2006.

B. **PRIMARY TRUSTEES:**

We hereby designate ourselves as the primary trustees of this trust. Either or both of us may exercise dominion and control over any and all of the trust assets, except as to amendment or revocation of this trust, which shall be pursuant to the provisions of Article Three. Upon the death of one of us, the survivor shall continue to act as the primary trustee of this trust with full power and authority to deal with any and all of the assets of this trust in any manner that said survivor sees fit, except as otherwise provided in Article Two and/or Article Three of this trust. During the existence of this trust, each settlor shall have the right to partition, enabling each settlor to restrict, transfer, or withdraw one-half of the assets in this trust.

C. **CO-SUCCESSOR TRUSTEES:**

We designate AARON T. THOMPSON and DEBRA S. THOMPSON as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. Our co-successor trustees are to assume the duties as trustees hereunder upon the resignation of both of us or the survivor of us, the death of the survivor of us, the disappearance of both of us or the survivor of us, or if both of us or the survivor of us is certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of the incompetency or resignation of both of us or the

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survivor of us, our co-successor trustees are to use the income and assets of this trust for our health, education, support, and maintenance and the health, education, support, and maintenance of ANGELA M. JACKSON, TIMOTHY W. JACKSON and THOMAS J. JACKSON.

D. **ALTERNATE SUCCESSOR TRUSTEE:**

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, we designate GERALD BROOKINGS as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

E. **SECOND ALTERNATE SUCCESSOR TRUSTEE:**

If GERALD BROOKINGS is unable or unwilling to act as successor trustee, we designate FIRST TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

F. **RESIGNATION OF TRUSTEE(S):**

Any trustee may resign at any time by giving at least thirty (30) days prior written notice, specifying the effective date of the resignation to any other trustee(s) then serving and to the trustee(s) appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

G. **COMPENSATION FOR SUCCESSOR TRUSTEE(S):**

Our successor trustee(s) shall serve with reasonable compensation. If co-successor trustees act, compensation shall be divided equally between acting co-trustees, except as otherwise agreed by all co-successor trustees. If a corporate trustee serves as trustee, the corporate trustee shall serve with reasonable compensation in accordance with its regularly adopted fee schedule as may be in effect at the time such services are performed. Additionally, all expenses of any type incurred by our successor trustee(s) in carrying out duties under this trust shall be paid for from the trust.

H. **BOND WAIVED:**

No bond will be required of the primary trustee(s) or the successor trustee(s), or any other trustee(s) named herein.

I. **ACCOUNTING TO BENEFICIARIES REQUIRED:**

The primary trustee(s) will render such accounting to the successor trustee(s) as the primary trustee(s) deem advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. During the settlors' lifetimes, if the settlor(s) are no longer serving as primary trustees, the successor trustee(s) shall make a

written accounting as hereinafter defined to the settlor(s) or to their guardians at least annually and at the time that all assets of this trust are distributed in the event of revocation by the settlor(s). When neither settlor survives, the successor trustee(s) shall make a written accounting to all remainder beneficiaries of the net proceeds of this trust, or to their guardians, at least annually and at the time that all assets of this trust are distributed. Said accounting shall consist of a record showing assets on hand at the time of the last accounting, plus additions, minus expenses and distributions, which shall equal current assets on hand. The successor trustee(s) shall not be required to obtain authority or approval of any court in the exercise of any power conferred upon the successor trustee(s), nor shall the successor trustee(s) be required to make accountings or reports to any court.

J. **PRIMARY BENEFICIARIES:**

We hereby designate ourselves as the primary beneficiaries of this trust. As long as we or the survivor of us shall live, we or the survivor of us will have the exclusive right to the use and benefit of the income and the assets of this trust, except as to the spouse's one half of assets if assets are partitioned pursuant to the preceding provisions of this Article One. If we or the survivor of us is determined to be incompetent in writing pursuant to the provisions of Article Five of this Declaration of Trust and provided that provisions are made elsewhere in this trust document for use of trust assets for other beneficiaries during our lifetime(s), this paragraph shall be subordinate to such other paragraphs. Upon the death of the survivor of us, our successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this Declaration of Trust document."

***** ARTICLE TWO PROVIDES *****
PLAN OF DISTRIBUTION

"A. **PLAN OF DISTRIBUTION UPON DEATH OF SURVIVOR:**

1. Upon the death of the survivor of us, our successor trustee(s) shall take charge of the assets then remaining in this living trust, pay all of the legally enforceable debts of the survivor of us including the expenses of the last illness and funeral expenses of the survivor of us, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof. . ."

By deleting the plan of distribution, dispositive provisions are kept confidential and if changes are made in the plan of distribution, it is not necessary to notify third parties.

***** ARTICLE THREE PROVIDES *****
SETTLOR POWERS

"A. **POWER TO FUND THE TRUST:**

After this trust is duly executed, we will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of our assets that we choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee(s) of this trust are listed on Schedule A, which is attached to this trust and made a part of this trust. We hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to our furniture, wearing apparel, and personal possessions. Additionally, the settlor(s) are now holding and will hold, solely and exclusively for and on behalf of such trust, any and all properties of all kinds, whether presently owned or hereafter acquired including bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located, but not including tax-favored assets on which recognition of income has been deferred including but not limited to IRAs, Roth IRAs, qualified plans under IRC §401(a), tax sheltered annuities, and non-qualified deferred compensation.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in the individual name or names of either of us, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee(s) of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

B. **POWER TO AMEND:**

During our joint lifetimes this trust may be amended by either settlor as to an undivided one-half interest in all trust assets, by an instrument in writing which is either notarized or executed with the same formalities as a will, signed by at least one settlor and delivered to the other settlor and all acting trustee(s), except as may be limited by Article One or Two of this Declaration of Trust.

After the death of the first settlor to die, the surviving settlor may amend this trust, in whole or in part, by an instrument in writing, signed by the surviving settlor and

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delivered to all acting trustee(s) (which may be the surviving settlor) except as may be limited by Article One or Two of this Declaration of Trust.

C. **POWER TO REVOKE:**

During our joint lifetimes this trust may be revoked by either settlor by an instrument in writing, signed by at least one settlor, and delivered to the other settlor and all acting trustee(s) (who may be settlor(s)), in which case an undivided one-half interest in the trust property shall be distributed to each settlor-spouse.

After the death of the first settlor to die, the surviving settlor may revoke this trust, in whole or in part, by an instrument in writing, signed by the surviving settlor and delivered to all acting trustee(s) (which may be the surviving settlor) except as to the provisions of Article Two of this Declaration of Trust, which shall take precedence over the provisions of this sentence. Upon revocation, the trustee(s) shall deliver the trust property to the surviving settlor.

D. **POWER TO CHANGE TRUSTEE:**

During our joint lifetimes, we may change the trustee(s) of this trust by an instrument in writing, signed by at least one of us and delivered to the other settlor and all acting trustee(s) (who may be settlor(s)), except as may be limited by Article One or Two of this Declaration of Trust.

After the death of the first settlor to die, the surviving settlor shall have the power to change the trustee(s) by an instrument in writing, signed by the surviving settlor and delivered to all acting trustee(s) (which may be the surviving settlor) except as may be limited by Article One or Two of this Declaration of Trust."

***** ARTICLE FOUR PROVIDES *****
TRUSTEE(S)' POWERS

"A. **MANAGEMENT OF TRUST PROPERTY:**

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive or nonproductive assets, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s), except in regard to marital deduction property, in which case the surviving spouse shall have the power to direct the trustee(s) to make the property income producing.
3. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
4. To establish lines of credit and to guarantee any and all loans made to the settlor(s) regardless of the purpose of the loan.

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5. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.
6. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
7. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
8. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
9. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
10. To vote a security, in person or by general or limited proxy.
11. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
12. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.
13. To engage in covered call writing.
14. To buy, sell and trade in securities of any nature.
15. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
16. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.

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17. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.
18. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
19. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
21. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
23. To pay the debts of settlor(s), the cost of any final illnesses of settlor(s), and the cost of settlor(s)' funerals and final disposition, and to authorize any actions necessary to arrange for settlor(s)' funerals and final disposition.
24. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).
25. Our trustee(s) shall have access to any safe deposit box of ours or of either of us (whether the box is held in one of our names alone, in our revocable trust, or jointly with one another or with others) wherever located, and may remove the contents and surrender the box on our behalf. Any institution in which a safe deposit box of ours or either of us is located is not liable to either of us, to our trust, or to our heirs or estate for permitting our trustee(s) to exercise this power.
26. After the death of both settlor(s), upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power 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(s), and to sell such property

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as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.

27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if a settlor needs long-term health and nursing care.
28. If the estate of either settlor is probated and the estate(s) do not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of the respective estate shall have the right to request that the trustee(s) of this trust distribute to the estate(s) an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.
29. Property passing to the trustee(s) of any trust under this agreement may be disclaimed by said trustee(s) without court order or approval of beneficiaries, and the trustee(s) shall recognize a beneficiary's disclaimer of all or any part of said beneficiary's interest in any property distributable to the beneficiary, provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518.
30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.
31. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

32. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
33. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.
34. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
35. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this trust agreement or by statute or general rules of law:
 - a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.
 - b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

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- c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

- d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof."

*** **ARTICLE FIVE PROVIDES** ***
GENERAL PROVISIONS

"A. **CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:**

A Certificate of Trustee Authority and Power signed by us and the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust.

B. **SPENDTHRIFT PROVISION:**

No interest in the principal or income of any trust created under this trust instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to a settlor(s)' interest in the trust estate.

C. **INCAPACITY OF TRUSTEE:**

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to either of us or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this Declaration of Trust shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to either of us or to any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee(s), and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee without the need for court proceedings.

D. **INCAPACITY OF THE SURVIVING SETTLOR OR BOTH SETTLORS:**

If the surviving settlor or both of us are replaced as trustee(s) of this trust as provided above, the successor trustee(s) shall use the trust estate for our benefit and for the benefit of anyone else authorized to benefit by Article One or Two of this living trust in the event of incapacity. Any income not paid to or for our benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever the surviving settlor or both of us who are not serving as trustee(s) become incapacitated. The settlor(s)' incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five C. above.

When in the process of determining the mental or physical infirmity, illness, injury, disability or incapacity of either or both of us, all individually identifiable health information and medical records may be released to the person(s) appointed as our successor trustee(s), to include any written opinion relating to the mental or physical illness, injury, disability or incapacity of either or both of us that the person(s) so appointed may have requested. This release and authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if the person(s) has not yet begun to act as our successor trustee(s).

E. **TRUSTEES' AUTHORITY TO MAKE GIFTS:**

If the surviving settlor or both of us are replaced as trustee(s) of this trust as provided above, the successor trustee(s) shall be fully authorized to make gifts from this trust in equal shares between

ANGELA M. JACKSON, or her issue by representation
TIMOTHY W. JACKSON, or his issue by representation
THOMAS J. JACKSON, or his issue by representation
THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST
DATED APRIL 11, 2006

F. **ASSURANCES OF SETTLOR:**

We are aware that persons dealing with one of us will be concerned whether the other settlor may have modified or revoked the trust. We hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with acting trustee(s) or either settlor. Further, this assurance is given to encourage successor trustee(s) and third parties to rely on the trust document as presented

to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

G. LIABILITY OF TRUSTEE(S):

1. LIABILITY OF SUCCESSOR TRUSTEE(S):

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration of accounts by a predecessor trustee.

2. NOTICE TO TRUSTEE(S):

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. APPLICATION OF TRUST FUNDS:

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

H. GIFTS MADE BY SETTLOR(S):

Any distribution made as a gift of principal or income of this trust to anyone other than settlors shall be considered a distribution of such assets first to settlors and then a direct transfer of such assets from settlors to donee(s). Settlors suggest, but do not legally mandate, that any assets which are the subject of such a gift be first distributed to settlors so that settlors can complete such gifts directly.

I. DISAPPEARANCE:

If we or the survivor of us should disappear and our whereabouts or the whereabouts of the survivor of us should remain unknown for a period of forty-five (45) days, our successor trustee(s) shall take over the management of this trust until one or both of us returns. If we or the survivor of us are not seen or heard of for a period of two years and our bodies or body as the case may be have or has not been recovered, our successor trustee(s) shall presume that we are not alive, and shall proceed with the distribution of the assets of this trust as hereinbefore provided.

J. SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and

Article Five, Page 4, Certificate of Trustee Authority and Power

"grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or step grandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust.

The phrases "issue by right of representation" and "issue by representation" shall mean lineal descendants, *per stirpes*. The phrase "his/her and/or their issue by representation" shall be interpreted so that if a beneficiary of this trust is alive at the applicable date, the beneficiary's share is distributed to said beneficiary and issue do not take as beneficiaries, but if a beneficiary of this trust is deceased as of the applicable date and the trust provisions provide that the beneficiary's "issue by representation" take the deceased beneficiary's share, then that beneficiary's lineal descendants, *per stirpes*, take, inherit, and/or benefit as the deceased beneficiary's issue by representation or issue by right of representation. Issue shall mean lineal blood descendants and legally adopted descendants, unless stated otherwise. The phrase *per stirpes* shall mean (1) the division of distributable property into the number of equal shares sufficient to create one such share with respect to each then living descendant occupying the oldest generation in which there is at least one then living person, and one such share with respect to each deceased descendant occupying the same generation who is then survived by one or more descendants, and (2) distribution of each share so created with respect to a then living descendant to such descendant, and distribution of each deceased descendant's share equally among or between the deceased descendant's children, also *per stirpes* as defined in (1) above.

The word "*testamentary*" shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type. All references to I.R.C. § and/or Reg. § or Regulation § shall include any amendments and/or equivalent successor section to said code or regulation. Trustee(s) includes any person(s), corporation(s) or other entity(ies) from time to time holding that office as sole or co-trustee."

A photostatic copy of this form shall be considered as effective and valid as the original. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all the currently acting trustees of the trust.

JACKSON TRUST DATED APRIL 11, 2006

WITNESSES:

SETTLORS AND TRUSTEES:

JOSEPH P. JACKSON

ALICE A. JACKSON

STATE OF ILLINOIS)
) SS:
COUNTY OF ANYCOUNTY)

Personally came before me this 11th day of April, 2006, the above named JOSEPH P. JACKSON and ALICE A. JACKSON, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bonnie Notary, Notary Public
Anycounty County, Illinois
My Commission Expires 6/20/2007

I, Fritz Bean, am the attorney who drafted the JACKSON TRUST DATED APRIL 11, 2006, and the JACKSON TRUST DATED APRIL 11, 2006 Certificate of Trustee Authority and Power. The Certificate of Trustee Authority and Power includes an exact quotation of all trust provisions except the specific plan of distribution upon settlor's death. This Certificate of Trustee Authority and Power includes all provisions of the trust which affect the ability of trustee(s) to manage and control assets. The Certificate of Trustee Authority and Power is used in lieu of providing a copy of the trust itself in order to keep the settlors' plan of distribution confidential. A copy of the trust itself will not be released.

Fritz Bean, Attorney

The pourover will is state specific, so will vary depending on the jurisdiction in which you practice.

LAST WILL AND TESTAMENT

I, JOSEPH P. JACKSON, a/k/a JOE JACKSON, of Anycity, Anystate, being of sound mind and memory, do make, publish and declare this my Last Will and Testament, hereby revoking all former wills and codicils by me made.

FIRST: My spouse's name is ALICE A. JACKSON.

SECOND: I will and direct that all legally enforceable debts and funeral expenses be paid, whether or not such expenses are attributable to property included in my probate estate.

THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate and property, of whatever kind and wherever situated, owned by me at the time of my death to the trustee(s) of the JACKSON TRUST DATED APRIL 11, 2006, to be added to the assets held in trust and administered by its terms, including any amendments made during my lifetime. If for any reason such distribution of the residue of my estate is ineffective, then I give such residue of my estate to the trustee(s) named in the JACKSON TRUST DATED APRIL 11, 2006, to serve as trustee(s), to be held in a testamentary trust in accordance with the provisions of the JACKSON TRUST DATED APRIL 11, 2006, including any amendments thereto made during my lifetime.

FOURTH: I authorize and empower my personal representative(s) to sell, transfer and convey any and all of the property of my estate, real and personal, and to execute, acknowledge and deliver good and sufficient transfers and conveyances thereof. My personal representative(s) shall act without bond. I designate ALICE A. JACKSON personal representative of this Last Will and Testament. If ALICE A. JACKSON is unable or unwilling to serve as personal representative, I designate AARON T. THOMPSON and DEBRA S. THOMPSON as co-personal representatives, to serve with all rights and responsibilities given to the original

personal representative(s). If a co-personal representative is unable or unwilling to act, the remaining co-personal representative(s) shall serve with all rights and responsibilities originally given to all co-personal representatives. If neither of the above-named co-personal representatives is able or willing to serve as personal representative, I designate GERALD BROOKINGS as personal representative, to serve with all rights and responsibilities given to the original personal representative(s). If GERALD BROOKINGS is unable or unwilling to serve as personal representative, I designate FIRST TRUST COMPANY as personal representative, to serve with all rights and responsibilities given to the original personal representative(s).

FIFTH: I appoint my spouse, ALICE A. JACKSON, as guardian of my minor child(ren), or guardian of any child of mine who is unable to act as his or her own guardian due to mental disability. If my spouse does not survive me, I designate AARON T. THOMPSON and DEBRA S. THOMPSON as co-guardians of my minor child(ren), or co-guardians of any child of mine who is unable to act as his or her own guardian due to mental disability. If one of the named guardians is unable or unwilling to act, the remaining guardian(s) shall serve with all rights and responsibilities originally given to all guardians. If neither of the named guardians is able to serve as guardian, then I designate GERALD BROOKINGS as sole guardian, with all rights and responsibilities given to the original guardian. No bond will be required of the guardian(s).

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of April, 2006.

JOSEPH P. JACKSON

This instrument was, on the date thereof, signed, sealed, published and declared by testator as and for his Last Will and Testament, in our presence, who, at his request and in his presence and in the presence of each of us, have subscribed hereto as witnesses thereof. And we do hereby certify that at the time of the execution thereof the testator was of sound and disposing mind and memory.

Residence

Residence

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

We, the attesting witnesses to the Will of JOSEPH P. JACKSON on oath state that each of us was present on April 11, 2006, and saw the testator sign the Will, to which this affidavit is attached in our presence; that the Will was attested by each of us in the presence of the testator; and that each of us believed the testator to be of sound mind and memory at the time he signed the Will.

Witness

Witness

Subscribed and sworn to before me this 11th day of April, 2006.

Bonnie Notary, Notary Public
My Commission Expires 6/20/2007

LAST WILL AND TESTAMENT

I, ALICE A. JACKSON, of Anycity, Anystate, being of sound mind and memory, do make, publish and declare this my Last Will and Testament, hereby revoking all former wills and codicils by me made.

FIRST: My spouse's name is JOSEPH P. JACKSON.

SECOND: I will and direct that all legally enforceable debts and funeral expenses be paid, whether or not such expenses are attributable to property included in my probate estate.

THIRD: I give, devise and bequeath all of the rest, residue and remainder of my estate and property, of whatever kind and wherever situated, owned by me at the time of my death to the trustee(s) of the JACKSON TRUST DATED APRIL 11, 2006, to be added to the assets held in trust and administered by its terms, including any amendments made during my lifetime. If for any reason such distribution of the residue of my estate is ineffective, then I give such residue of my estate to the trustee(s) named in the JACKSON TRUST DATED APRIL 11, 2006, to serve as trustee(s), to be held in a testamentary trust in accordance with the provisions of the JACKSON TRUST DATED APRIL 11, 2006, including any amendments thereto made during my lifetime.

FOURTH: I authorize and empower my personal representative(s) to sell, transfer and convey any and all of the property of my estate, real and personal, and to execute, acknowledge and deliver good and sufficient transfers and conveyances thereof. My personal representative(s) shall act without bond. I constitute and appoint JOSEPH P. JACKSON personal representative of this Last Will and Testament. If JOSEPH P. JACKSON is unable or unwilling to serve as personal representative, I constitute and appoint AARON T. THOMPSON and DEBRA S.

Page 2, Last Will and Testament of ALICE A. JACKSON

THOMPSON as co-personal representatives, to serve with all rights and responsibilities given to the original personal representative(s). If a co-personal representative is unable or unwilling to act, the remaining co-personal representative(s) shall serve with all rights and responsibilities originally given to all co-personal representatives. If neither of the above-named co-personal representatives is able or willing to serve as personal representative, I constitute and appoint GERALD BROOKINGS as personal representative, to serve with all rights and responsibilities given to the original personal representative(s). If GERALD BROOKINGS is unable or unwilling to serve as personal representative, I constitute and appoint FIRST TRUST COMPANY as personal representative, to serve with all rights and responsibilities given to the original personal representative(s).

FIFTH: I appoint my spouse, JOSEPH P. JACKSON, as guardian of my minor child(ren), or guardian of any child of mine who is unable to act as his or her own guardian due to mental disability. If my spouse does not survive me, I designate AARON T. THOMPSON and DEBRA S. THOMPSON as co-guardians of my minor child(ren), or co-guardians of any child of mine who is unable to act as his or her own guardian due to mental disability. If one of the named guardians is unable or unwilling to act, the remaining guardian(s) shall serve with all rights and responsibilities originally given to all guardians. If neither of the named guardians is able to serve as guardian, then I designate GERALD BROOKINGS as sole guardian, with all rights and responsibilities given to the original guardian. No bond will be required of the guardian(s).

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of April, 2006.

ALICE A. JACKSON

This instrument was, on the date thereof, signed, sealed, published and declared by testatrix as and for her Last Will and Testament, in our presence, who, at her request and in her presence and in the presence of each of us, have subscribed hereto as witnesses thereof. And we do hereby certify that at the time of the execution thereof the testatrix was of sound and disposing mind and memory.

Residence

Residence

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

We, the attesting witnesses to the Will of ALICE A. JACKSON on oath state that each of us was present on April 11, 2006, and saw the testatrix sign the Will, to which this affidavit is attached in our presence; that the Will was attested by each of us in the presence of the testatrix; and that each of us believed the testatrix to be of sound mind and memory at the time she signed the Will.

Witness

Witness

Subscribed and sworn to before me this 11th day of April, 2006.

Bonnie Notary, Notary Public
My Commission Expires 6/20/2007

These are Illinois forms. Your system will prepare supporting documents for your state.

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 11th day of April, 2006

1. I, JOSEPH P. JACKSON, a/k/a JOE JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451, hereby appoint ALICE A. JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451, 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:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.

- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.

(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 (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):

3. In addition to the powers granted above, I grant my agent the following powers (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):

To make gifts in equal shares between:

ANGELA M. JACKSON, or her issue by representation
TIMOTHY W. JACKSON, or his issue by representation
THOMAS J. JACKSON, or his issue by representation
THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST
DATED APRIL 11, 2006

(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 THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

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

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE 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.

(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 EITHER (OR BOTH) OF THE FOLLOWING:)

6. (x) This power of attorney shall become effective immediately.

7. This power of attorney shall terminate on

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

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:

AARON T. THOMPSON and DEBRA S. THOMPSON
8741 Farber St. Anycity, Anystate 62764

GERALD BROOKINGS
5393 Cameron St. Anycity, Anystate 02928

FIRST TRUST COMPANY
460 Main Avenue Anycity, Anystate 09828

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.

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH 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 content of this form and understand the full import of this grant of powers to my agent.

Signed:

JOSEPH P. JACKSON

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors)

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

ALICE A. JACKSON

JOSEPH P. JACKSON

AARON T. THOMPSON AND DEBRA S. THOMPSON

JOSEPH P. JACKSON

GERALD BROOKINGS

JOSEPH P. JACKSON

FIRST TRUST COMPANY

JOSEPH P. JACKSON

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

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

Dated: April 11, 2006

(SEAL)

Bonnie Notary, Notary Public
My Commission Expires 6/20/2007

The undersigned witness certifies that JOSEPH P. JACKSON, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the use and purpose therein set forth. I believe him or her to be of sound mind and memory.

Dated: April 11, 2006

(SEAL)

Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This instrument was prepared by:
Fritz Bean, Attorney-at-Law
123 Time Avenue, Anycity, Illinois 55555

ATTACHMENT FOR POWER OF ATTORNEY FOR PROPERTY

Section 3-4. Explanation of powers granted in the statutory short form power of attorney for property. This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have the authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; 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 property 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 and will have authority to 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.

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

(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

(c) Stock and bond transactions. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all

dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or in proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

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

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

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

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

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

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

(j) Claims and litigation. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

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

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

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

(n) Estate transactions. The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to

fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

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

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 11th day of April, 2006

1. I, ALICE A. JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451, hereby appoint JOSEPH P. JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451 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:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.

- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.

(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 (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):

3. In addition to the powers granted above, I grant my agent the following powers (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):

To make gifts in equal shares between:

ANGELA M. JACKSON, or her issue by representation
TIMOTHY W. JACKSON, or his issue by representation
THOMAS J. JACKSON, or his issue by representation
THE TRUSTEE(S) OF THE PETER T. JACKSON SUPPLEMENTAL NEEDS TRUST
DATED APRIL 11, 2006

(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 THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

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

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE 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.

(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 EITHER (OR BOTH) OF THE FOLLOWING:)

6. (x) This power of attorney shall become effective immediately.

7. This power of attorney shall terminate on

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

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:

AARON T. THOMPSON and DEBRA S. THOMPSON
8741 Farber St. Anycity, Anystate 62764

GERALD BROOKINGS
5393 Cameron St. Anycity, Anystate 02928

FIRST TRUST COMPANY
460 Main Avenue Anycity, Anystate 09828

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.

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH 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 content of this form and understand the full import of this grant of powers to my agent.

Signed:

ALICE A. JACKSON

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors)

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

JOSEPH P. JACKSON

ALICE A. JACKSON

AARON T. THOMPSON AND DEBRA S. THOMPSON

ALICE A. JACKSON

GERALD BROOKINGS

ALICE A. JACKSON

FIRST TRUST COMPANY

ALICE A. JACKSON

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)

STATE OF ILLINOIS)
) SS:
COUNTY OF ANYCOUNTY)

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

Dated: April 11, 2006
(SEAL)

Bonnie Notary, Notary Public
My Commission Expires 6/20/2007

The undersigned witness certifies that ALICE A. JACKSON, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the use and purpose therein set forth. I believe her to be of sound mind and memory.

Dated: April 11, 2006

(SEAL)

Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This instrument was prepared by:
Fritz Bean, Attorney-at-Law
123 Time Avenue, Anycity, Illinois 55555

ATTACHMENT FOR POWER OF ATTORNEY FOR PROPERTY

Section 3-4. Explanation of powers granted in the statutory short form power of attorney for property. This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have the authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories (a) through (o) to make gifts of the principal's property, to exercise powers to appoint others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; 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 property 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 and will have authority to 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.

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

(b) Financial institution transactions. The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.

(c) Stock and bond transactions. The agent is authorized to: buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all

dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or in proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.

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

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

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

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

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

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

(j) Claims and litigation. The agent is authorized to: institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.

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

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

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

(n) Estate transactions. The agent is authorized to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to

fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.

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

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

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO MAKE HEALTH CARE DECISIONS FOR YOU, INCLUDING POWER TO REQUIRE CONSENT TO OR WITHDRAW ANY TYPE OF PERSONAL CARE OR MEDICAL TREATMENT FOR ANY PHYSICAL OR MENTAL CONDITION AND TO ADMIT YOU TO OR DISCHARGE YOU FROM ANY HOSPITAL, HOME OR OTHER INSTITUTION. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS, AND NO HEALTH CARE PROVIDER MAY BE NAMED. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT, YOUR RIGHT TO REVOKE THOSE POWERS AND THE PENALTIES FOR VIOLATING THE LAW ARE EXPLAINED MORE FULLY IN SECTIONS 4-5, 4-6, 4-9 AND 4-10(b) OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR HEALTH CARE LAW" OF WHICH THIS FORM IS A PART (SEE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 11th day of April, 2006

1. I, JOSEPH P. JACKSON, a/k/a JOE JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451 hereby appoint:

ALICE A. JACKSON
345 W. Oak Lane Anycity, Anystate 56451

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) to make any and all decisions for me concerning my personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, even though my death may ensue. My agent shall have the same access to my medical records that I have, including the right to disclose the contents to others. My agent shall also have full power to authorize an autopsy and direct the disposition of my remains.

Effective upon my death, my agent has the full power to make an anatomical gift of the following (initial one):

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

_____ Specific organs: _____

(THE ABOVE GRANT OF POWER IS INTENDED TO BE AS BROAD AS POSSIBLE SO THAT YOUR AGENT WILL HAVE AUTHORITY TO MAKE ANY DECISION YOU COULD MAKE TO OBTAIN OR TERMINATE ANY TYPE OF HEALTH CARE, INCLUDING WITHDRAWAL OF FOOD AND WATER AND OTHER LIFE-SUSTAINING MEASURES, IF YOUR AGENT BELIEVES SUCH ACTION WOULD BE CONSISTENT WITH YOUR INTENT AND DESIRES. IF YOU WISH TO LIMIT THE SCOPE OF YOUR AGENT'S POWERS OR PRESCRIBE SPECIAL RULES OR LIMIT THE POWER TO MAKE AN ANATOMICAL GIFT, AUTHORIZE AUTOPSY OR DISPOSE OF REMAINS, YOU MAY DO SO IN THE FOLLOWING PARAGRAPHS.)

2. The powers granted above shall not include the following powers or shall be subject to the following rules or limitations (here you may include any specific limitations you deem appropriate, such as: your own definition of when life-sustaining measures should be withheld; a direction to continue food and fluids or life-sustaining treatment in all events; or instructions to refuse any specific types of treatment that are inconsistent with your religious beliefs or unacceptable to you for any other reason, such as blood transfusions, electro-convulsive therapy, amputation, psychosurgery, voluntary admission to a mental institution, etc.):

(THE SUBJECT OF LIFE-SUSTAINING TREATMENT IS OF PARTICULAR IMPORTANCE. FOR YOUR CONVENIENCE IN DEALING WITH THAT SUBJECT, SOME GENERAL STATEMENTS CONCERNING THE WITHHOLDING OR REMOVAL OF LIFE-SUSTAINING TREATMENT ARE SET FORTH BELOW. IF YOU AGREE WITH ONE OF THESE STATEMENTS, YOU MAY INITIAL THAT STATEMENT; BUT DO NOT INITIAL MORE THAN ONE):

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

Initialed _____

I want my life to be prolonged and I want life-sustaining treatment to be provided or continued unless I am in a coma which my attending physician believes to be irreversible, in accordance with reasonable medical standards at the time of reference. If and when I have suffered irreversible coma, I want life-sustaining treatment to be withheld or discontinued.

Initialed _____

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

Initialed _____

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU IN THE MANNER PROVIDED IN SECTION 4-6 OF THE ILLINOIS "POWERS OF ATTORNEY FOR HEALTH CARE LAW" (SEE BACK OF THIS FORM.) 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 AND BEYOND IF ANATOMICAL GIFT, AUTOPSY OR DISPOSITION OF REMAINS IS AUTHORIZED, UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER OR BOTH OF THE FOLLOWING:)

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

(insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect)

4. () This power of attorney shall terminate on

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

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

AARON T. THOMPSON and DEBRA S. THOMPSON
GERALD BROOKINGS

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

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR PERSON, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 6 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

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

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

Signed:

JOSEPH P. JACKSON

The principal has had an opportunity to read the above form and has signed the form or acknowledged his or her signature or mark on the form in my presence.

Residing at _____

WITNESS

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors)

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

ALICE A. JACKSON

JOSEPH P. JACKSON

AARON T. THOMPSON AND DEBRA S. THOMPSON

JOSEPH P. JACKSON

GERALD BROOKINGS

JOSEPH P. JACKSON

SELECTED SECTIONS OF ILLINOIS POWER OF ATTORNEY ACT

§ 2-1. Purpose. The General Assembly recognized that each individual has the right to appoint an agent to deal with property or make personal and health care decisions for the individual but that this right cannot be fully effective unless the principal may empower the agent to act throughout the principal's lifetime, including during periods of disability, and be sure that third parties will honor the agent's authority at all times.

The General Assembly finds that in the light of modern financial needs and advances in medical science, the statutory recognition of this right of delegation in Illinois needs to be restated to, among other things, expand its application and the permissible scope of the agent's authority, clarify the power of the individual to authorize an agent to make financial and care decisions for the individual and better protect health care personnel and other third parties who rely in good faith on the agent so that reliance will be assured. Nothing in this Act shall be deemed to authorize or encourage euthanasia, suicide or any action or course of action that violates the criminal law of this State or the United States. Similarly, nothing in this Act shall be deemed to authorize or encourage any violation of a civil right expressed in the Constitution, statutes, case law and administrative rulings of this State (including, without limitation, the right of conscience respected and protected by the "Right of Conscience Act", as now or hereafter amended) or the United States or any action or course of action that violates the public policy expressed in the Constitution, statutes, case law and administrative rulings of this State or the United States.

§ 2-3 Definitions. As used in this Act:

a) "Agency" means the written power of attorney or other instrument of agency governing the relationship between the principal and agent or the relationship, itself, as appropriate to the context, and includes agencies dealing with personal or health care as well as property. An agency is subject to this Act to the extent it may be controlled by the principal, excluding agencies and powers for the benefit of the agent.

b) "Agent" means the attorney-in-fact or other person designated to act for the principal in the agency.

c) "Disabled person" has the same meaning as in the "Probate Act of 1975", as now or hereafter amended. To be under a "disability" or "disabled" means to be a disabled person.

d) "Person" means an individual, corporation, trust, partnership or other entity, as appropriate to the agency.

e) "Principal" means an individual (including, without limitation, an individual acting as trustee, representative or other fiduciary) who signs a power of attorney or other instrument of agency granting powers to an agent.

§ 2-4. Applicability.

a) The principal may specify in the agency the event or time when the agency will begin and terminate, the mode of revocation or amendment and the rights, powers, duties, limitations, immunities and other terms applicable to the agent and to all persons dealing with the agent, and the provisions of the agency will control notwithstanding this Act, except that every health care agency must comply with Section 4-5 of this Act.

b) From and after the effective date of this Act:

1. this Act governs every agency, whenever and wherever executed, and all acts of the agent to the extent the provisions of this Act are not inconsistent with the agency; and

2. this Act applies to all agencies exercised in Illinois and to all other agencies if the principal is a resident of Illinois at the time the agency is signed or at the time of exercise or if the agency indicates that Illinois law is to apply. Providing forms of statutory property and health care powers in Articles III and IV does not limit the applicability of this Act, it being intended that every agency, including, without limitation, the statutory property and health care power agencies, shall have the benefit of and be governed by Article II, by Sections 4-1 through 4-9 and Section 4-11 of Article IV, and by all other general provisions of this Act, except to the extent the terms of the agency are inconsistent with this Act.

§ 2-5. Duration of agency--amendment and revocation. Unless the agency states an earlier termination date, the agency continues until the death of the principal, notwithstanding any lapse of time, the principal's disability or incapacity or appointment of a guardian for the principal after the agency is signed. Every agency may be amended or revoked by the principal at any time and in any manner communicated to the agent or to any other person related to the subject matter of the agency, except that revocation and amendment of health care agencies are governed by Section 4-6 of this Act except to the extent the terms of the agencies are inconsistent with that Section.

§2-6. Effect of disability-divorce.

(a) All acts of the agent within the scope of the agency during any period of disability, incapacity or incompetency of the principal have the same effect and inure to the benefit of and bind the principal and his or her successors in interest as if the principal were competent and not disabled.

(b) If a court enters a judgment of dissolution of marriage or legal separation between the principal and his or her spouse after the agency is signed, the spouse shall be deemed to have died at the time of the judgment for all purposes of the agency.

§2-7. Duty--standard of care--record-keeping--exoneration. The agent shall be under no duty to exercise the powers granted by the agency or to assume control of or responsibility for any of the principal's property, care or affairs, regardless of the principal's physical or mental condition. Whenever a power is exercised, the agent shall use due care to act for the benefit of the principal in accordance with the terms of the agency and shall be liable for negligent exercise. An agent who acts with due care for the benefit of the principal shall not be liable or limited merely because the agent also benefits from the act, has individual or conflicting interests in relation to the property, care or affairs of the principal or acts in a different manner with respect to the agency and the agent's individual interests. The agent shall keep a record of all receipts, disbursements, and significant actions taken under the agency. The agent shall not be affected by any amendment or termination of the agency until the agent has actual knowledge thereof. The agent shall not be liable for any loss due to error of judgment nor for the act or default of any other person.

§2-8. Reliance on agency. Any person who acts in good faith reliance on a copy of the agency will be fully protected and released to the same extent as though the reliant had dealt

directly with the principal as a fully competent person. The agent shall furnish an affidavit to the reliant on demand stating that the instrument relied on is a true copy of the agency and that, to the best of the agent's knowledge, the principal is alive and the relevant powers of the agent have not been altered or terminated; but good faith reliance on the agency will protect the reliant without the affidavit. Any person dealing with the agent may presume, in the absence of actual knowledge to the contrary, that the agency was validly executed, that the principal was competent at the time of execution, and that, at the time of reliance, the principal is alive, the agency and the relevant powers of the agent have not terminated or been amended, and the acts of the agent conform to the standards of this Act. No person relying on the agency shall be required to see to the application of any property delivered to or controlled by the agent or to question the authority of the agent. Each person to whom a direction by the agent in accordance with the terms of the agency is communicated shall comply with that direction, and any person who fails to comply arbitrarily or without reasonable cause shall be subject to civil liability for any damages resulting from noncompliance. A health care provider who complies with Section 4-7 shall not be deemed to have acted arbitrarily or without reasonable cause.

§2-9. Preservation of estate plan and trusts. In exercising powers granted under the agency, including powers of amendment or revocation and powers to expend or withdraw property passing by trust, contract or beneficiary designation at the principal's death (such as, without limitation, specifically bequeathed property, joint accounts, life insurance, trusts and retirement plans), the agent shall take the principal's estate plan into account insofar as it is known to the agent and shall attempt to preserve the plan, but the agent shall not be liable to any plan beneficiary under this Section unless the agent acts in bad faith. An agent may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent without specific authority and specific reference to the trust in the agency. The agent shall have access to and the right to copy (but not to hold) the principal's will, trusts and other personal papers and records to the extent the agent deems relevant for purposes of this Section.

§2-10. Agency-court relationship. Upon petition by any interested person (including the agent), with such notice to interested persons as the court directs and a finding by the court that the principal lacks the capacity to control or revoke the agency:

(a) if the court finds that the agent is not acting for the benefit of the principal in accordance with the terms of the agency or that the agent's action or inaction has caused or threatens substantial harm to the principal's person or property in a manner not authorized or intended by the principal, the court may order a guardian of the principal's person or estate to exercise any powers of the principal under the agency, including the power to revoke the agency, or may enter such other orders without appointment of a guardian as the court deems necessary to provide for the best interests of the principal; or

(b) if the court finds that the agency requires interpretation, the court may construe the agency and instruct the agent, but the court may not amend the agency. Absent court order directing a guardian to exercise powers of the principal under the agency, a guardian will have no power, duty or liability with respect to any property subject to the agency or any personal or health care matters covered by the agency. Proceedings under this Section shall be commenced

in the county where the guardian was appointed or, if no Illinois guardian is acting, then in the county where the agent resides or, if the agent does not reside in Illinois, then in any county.

§4-3. General principles. The health care powers that may be delegated to any agent include, without limitation, all powers an individual may have to be informed about and to consent to or refuse or withdraw any type of health care for the individual and all powers a parent may have to control or consent to health care for a minor child. A health care agency may extend beyond the principal's death if necessary to permit anatomical gift, autopsy or disposition of remains. Nothing in this Article shall impair or supersede any legal right or legal responsibility which any person may have to effect the withholding or withdrawal of life-sustaining or death-delaying procedures in any lawful manner, and the provisions of this Article are cumulative in such respect.

§4-4. Definitions. As used in this Article:

(a) "Attending physician" means the physician who has primary responsibility at the time of reference for the treatment and care of the patient.

(b) "Health care" means any care, treatment, service or procedure to maintain, diagnose, treat or provide for the patient's physical or mental health or personal care.

(c) "Health care agency" means an agency governing any type of health care, anatomical gift, autopsy or disposition of remains for and on behalf of a patient and refers to the power of attorney or other written instrument defining the agency or the agency, itself, as appropriate to the context.

(d) "Health care provider" or "provider" means the attending physician and any other person administering health care to the patient at the time of reference who is licensed, certified, or otherwise authorized or permitted by law to administer health care in the ordinary course of business or the practice of a profession, including any person employed by or acting for any such authorized person.

(e) "Patient" means the principal or, if the agency governs health care for a minor child of the principal, then the child.

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

§4-6. Revocation and amendment of health care agencies.

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

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

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

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

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

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

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

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

(b) A person who falsifies or forges a health care agency or willfully conceals or withholds personal knowledge of an amendment or revocation of a health care agency with the intent to cause a withholding or withdrawal of life-sustaining or death-delaying procedures contrary to the intent of the principal and thereby, because of such act, directly causes life-sustaining or death-delaying procedures to be withheld or withdrawn and death to the patient to be hastened shall be subject to prosecution for involuntary manslaughter.

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

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

(a) The purpose of this power of attorney is to give to the person you designate (your "agent") broad powers to make health care decisions for you, including powers to require, consent to or withdraw any type of personal care or medical treatment for any physical or mental condition and to admit you to or discharge you from any hospital, home or other institution. This form does not impose a duty on your agent to exercise granted powers; but when powers are exercised, your agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken as agent. A court can take away the powers of your agent if it finds the agent is not acting properly. You may name successor agents under this form but not co-agents, and no health care provider may be named. Unless you expressly limit the duration of this power in the manner provided below, until you revoke this power or a court acting on your behalf terminates it, your agent may exercise the powers given here throughout your lifetime, even after you become disabled. The powers you give your agent, your right to revoke these powers, and the penalties for violating the law are explained more fully in sections 4-5, 4-6, 4-9, and 4-10(b) of the Illinois "power of attorney for health care law" of which this form is a part. That law expressly permits the use of any different form of power of attorney you may desire. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

(b) The statutory short form power of attorney for health care (the "statutory health care power") authorizes the agent to make any and all health care decisions on behalf of the

principal which the principal could make if present and under no disability, subject to any limitations on the granted powers that appear on the face of the form, to be exercised in such manner as the agent deems consistent with the intent and desires of the principal. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's health care; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory health care power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose but may not delegate authority to make health care decisions. The agent may sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent. Without limiting the generality of the foregoing, the statutory health care power shall include the following powers, subject to any limitations appearing on the face of the form:

1. The agent is authorized to give consent to and authorize or refuse, or to withhold or withdraw consent to, any and all types of medical care, treatment or procedures relating to the physical or mental health of the principal, including any medication program, surgical procedures, life-sustaining treatment or provision of food and fluids for the principal.
2. The agent is authorized to admit the principal to or discharge the principal from any and all types of hospitals, institutions, homes, residential or nursing facilities, treatment centers and other health care institutions providing personal care or treatment for any type of physical or mental condition. The agent shall have the same right to visit the principal in the hospital or other institution as is granted to a spouse or adult child of the principal, any rule of the institution to the contrary notwithstanding.
3. The agent is authorized to contract for any and all types of health care services and facilities in the name of and on behalf of the principal and to bind the principal to pay for all such services and facilities, and to have and exercise those powers over the principal's property as are authorized under the statutory property power, to the extent the agent deems necessary to pay health care costs; and the agent shall not be personally liable for any services or care contracted for on behalf of the principal.
4. At the principal's expense and subject to reasonable rules of the health care provider to prevent disruption of the principal's health care, the agent shall have the same right the principal has to examine and copy and consent to disclosure of all the principal's medical records that the agent deems relevant to the exercise of the agent's powers, whether the records relate to mental health or any other medical condition and whether they are in the possession of or maintained by any physician, psychiatrist, psychologist, therapist, hospital, nursing home or other health care provider.
5. The agent is authorized: to direct that an autopsy be made pursuant to Section 2 of "An Act in relation to autopsy of dead bodies", approved August 13, 1965, including all amendments; to make a disposition of any part or all of the principal's body pursuant to the Uniform Anatomical Gift Act, as now or hereafter amended; and to direct the disposition of the principal's remains.

§4-11. Applicability-inconsistent Acts. This Article applies to all health care providers and other persons in relation to all health care agencies on and after the effective date of this Article. This Article supersedes all other Illinois Acts or parts thereof existing on the effective

date of this Article to the extent such other Acts are inconsistent with the terms and operation of this Article; provided, that this Article does not affect the law governing emergency health care. If the principal has a living will under the "Illinois Living Will Act", as now or hereafter amended, the living will shall not be operative so long as an agent is available who is authorized by a health care agency to deal with the subject of life-sustaining or death-delaying procedures for and on behalf of the principal.

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

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO MAKE HEALTH CARE DECISIONS FOR YOU, INCLUDING POWER TO REQUIRE CONSENT TO OR WITHDRAW ANY TYPE OF PERSONAL CARE OR MEDICAL TREATMENT FOR ANY PHYSICAL OR MENTAL CONDITION AND TO ADMIT YOU TO OR DISCHARGE YOU FROM ANY HOSPITAL, HOME OR OTHER INSTITUTION. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS, AND NO HEALTH CARE PROVIDER MAY BE NAMED. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT, YOUR RIGHT TO REVOKE THOSE POWERS AND THE PENALTIES FOR VIOLATING THE LAW ARE EXPLAINED MORE FULLY IN SECTIONS 4-5, 4-6, 4-9 AND 4-10(b) OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR HEALTH CARE LAW" OF WHICH THIS FORM IS A PART (SEE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 11th day of April, 2006

1. I, ALICE A. JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451 hereby appoint:

JOSEPH P. JACKSON
345 W. Oak Lane Anycity, Anystate 56451

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) to make any and all decisions for me concerning my personal care, medical treatment, hospitalization and health care and to require, withhold or withdraw any type of medical treatment or procedure, even though my death may ensue. My agent shall have the same access to my medical records that I have, including the right to disclose the contents to others. My agent shall also have full power to authorize an autopsy and direct the disposition of my remains. Effective upon my death, my agent has the full power to make an anatomical gift of the following (initial one):

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

_____ Specific organs: _____

(THE ABOVE GRANT OF POWER IS INTENDED TO BE AS BROAD AS POSSIBLE SO THAT YOUR AGENT WILL HAVE AUTHORITY TO MAKE ANY DECISION YOU COULD MAKE TO OBTAIN OR TERMINATE ANY TYPE OF HEALTH CARE, INCLUDING WITHDRAWAL OF FOOD AND WATER AND OTHER LIFE-SUSTAINING MEASURES, IF YOUR AGENT BELIEVES SUCH ACTION WOULD BE CONSISTENT WITH YOUR INTENT AND DESIRES. IF YOU WISH TO LIMIT THE SCOPE OF YOUR AGENT'S POWERS OR PRESCRIBE SPECIAL RULES OR LIMIT THE POWER TO MAKE AN ANATOMICAL GIFT, AUTHORIZE AUTOPSY OR DISPOSE OF REMAINS, YOU MAY DO SO IN THE FOLLOWING PARAGRAPHS.)

2. The powers granted above shall not include the following powers or shall be subject to the following rules or limitations (here you may include any specific limitations you deem appropriate, such as: your own definition of when life-sustaining measures should be withheld; a direction to continue food and fluids or life-sustaining treatment in all events; or instructions to refuse any specific types of treatment that are inconsistent with your religious beliefs or unacceptable to you for any other reason, such as blood transfusions, electroconvulsive therapy, amputation, psychosurgery, voluntary admission to a mental institution, etc.):

(THE SUBJECT OF LIFE-SUSTAINING TREATMENT IS OF PARTICULAR IMPORTANCE. FOR YOUR CONVENIENCE IN DEALING WITH THAT SUBJECT, SOME GENERAL STATEMENTS CONCERNING THE WITHHOLDING OR REMOVAL OF LIFE-SUSTAINING TREATMENT ARE SET FORTH BELOW. IF YOU AGREE WITH ONE OF THESE STATEMENTS, YOU MAY INITIAL THAT STATEMENT; BUT DO NOT INITIAL MORE THAN ONE):

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

Initialed _____

I want my life to be prolonged and I want life-sustaining treatment to be provided or continued unless I am in a coma which my attending physician believes to be irreversible, in

accordance with reasonable medical standards at the time of reference. If and when I have suffered irreversible coma, I want life-sustaining treatment to be withheld or discontinued.

Initialed _____

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

Initialed _____

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU IN THE MANNER PROVIDED IN SECTION 4-6 OF THE ILLINOIS "POWERS OF ATTORNEY FOR HEALTH CARE LAW" (SEE BACK OF THIS FORM.) 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 AND BEYOND IF ANATOMICAL GIFT, AUTOPSY OR DISPOSITION OF REMAINS IS AUTHORIZED, UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER OR BOTH OF THE FOLLOWING:)

3. This power of attorney shall become effective on

(insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect)

4. This power of attorney shall terminate on

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

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

AARON T. THOMPSON and DEBRA S. THOMPSON
GERALD BROOKINGS

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

(IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR PERSON, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 6 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

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

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

Signed:

ALICE A. JACKSON

The principal has had an opportunity to read the above form and has signed the form or acknowledged his or her signature or mark on the form in my presence.

_____ Residing at _____
WITNESS

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors)

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

JOSEPH P. JACKSON

ALICE A. JACKSON

AARON T. THOMPSON AND DEBRA S. THOMPSON

ALICE A. JACKSON

GERALD BROOKINGS

ALICE A. JACKSON

SELECTED SECTIONS OF ILLINOIS POWER OF ATTORNEY ACT

§ 2-1. Purpose. The General Assembly recognized that each individual has the right to appoint an agent to deal with property or make personal and health care decisions for the individual but that this right cannot be fully effective unless the principal may empower the agent to act throughout the principal's lifetime, including during periods of disability, and be sure that third parties will honor the agent's authority at all times.

The General Assembly finds that in the light of modern financial needs and advances in medical science, the statutory recognition of this right of delegation in Illinois needs to be restated to, among other things, expand its application and the permissible scope of the agent's authority, clarify the power of the individual to authorize an agent to make financial and care decisions for the individual and better protect health care personnel and other third parties who rely in good faith on the agent so that reliance will be assured. Nothing in this Act shall be deemed to authorize or encourage euthanasia, suicide or any action or course of action that violates the criminal law of this State or the United States. Similarly, nothing in this Act shall be deemed to authorize or encourage any violation of a civil right expressed in the Constitution, statutes, case law and administrative rulings of this State (including, without limitation, the right of conscience respected and protected by the "Right of Conscience Act", as now or hereafter amended) or the United States or any action or course of action that violates the public policy expressed in the Constitution, statutes, case law and administrative rulings of this State or the United States.

§ 2-3 Definitions. As used in this Act:

a) "Agency" means the written power of attorney or other instrument of agency governing the relationship between the principal and agent or the relationship, itself, as appropriate to the context, and includes agencies dealing with personal or health care as well as property. An agency is subject to this Act to the extent it may be controlled by the principal, excluding agencies and powers for the benefit of the agent.

b) "Agent" means the attorney-in-fact or other person designated to act for the principal in the agency.

c) "Disabled person" has the same meaning as in the "Probate Act of 1975", as now or hereafter amended. To be under a "disability" or "disabled" means to be a disabled person.

d) "Person" means an individual, corporation, trust, partnership or other entity, as appropriate to the agency.

e) "Principal" means an individual (including, without limitation, an individual acting as trustee, representative or other fiduciary) who signs a power of attorney or other instrument of agency granting powers to an agent.

§ 2-4. Applicability.

a) The principal may specify in the agency the event or time when the agency will begin and terminate, the mode of revocation or amendment and the rights, powers, duties, limitations, immunities and other terms applicable to the agent and to all persons dealing with the agent, and the provisions of the agency will control notwithstanding this Act, except that every health care agency must comply with Section 4-5 of this Act.

b) From and after the effective date of this Act:

1. this Act governs every agency, whenever and wherever executed, and all acts of the agent to the extent the provisions of this Act are not inconsistent with the agency; and

2. this Act applies to all agencies exercised in Illinois and to all other agencies if the principal is a resident of Illinois at the time the agency is signed or at the time of exercise or if the agency indicates that Illinois law is to apply. Providing forms of statutory property and health care powers in Articles III and IV does not limit the applicability of this Act, it being intended that every agency, including, without limitation, the statutory property and health care power agencies, shall have the benefit of and be governed by Article II, by Sections 4-1 through 4-9 and Section 4-11 of Article IV, and by all other general provisions of this Act, except to the extent the terms of the agency are inconsistent with this Act.

§ 2-5. Duration of agency--amendment and revocation. Unless the agency states an earlier termination date, the agency continues until the death of the principal, notwithstanding any lapse of time, the principal's disability or incapacity or appointment of a guardian for the principal after the agency is signed. Every agency may be amended or revoked by the principal at any time and in any manner communicated to the agent or to any other person related to the subject matter of the agency, except that revocation and amendment of health care agencies are governed by Section 4-6 of this Act except to the extent the terms of the agencies are inconsistent with that Section.

§2-6. Effect of disability-divorce.

(a) All acts of the agent within the scope of the agency during any period of disability, incapacity or incompetency of the principal have the same effect and inure to the benefit of and bind the principal and his or her successors in interest as if the principal were competent and not disabled.

(b) If a court enters a judgment of dissolution of marriage or legal separation between the principal and his or her spouse after the agency is signed, the spouse shall be deemed to have died at the time of the judgment for all purposes of the agency.

§2-7. Duty--standard of care--record-keeping--exoneration. The agent shall be under no duty to exercise the powers granted by the agency or to assume control of or responsibility for any of the principal's property, care or affairs, regardless of the principal's physical or mental condition. Whenever a power is exercised, the agent shall use due care to act for the benefit of the principal in accordance with the terms of the agency and shall be liable for negligent exercise. An agent who acts with due care for the benefit of the principal shall not be liable or limited merely because the agent also benefits from the act, has individual or conflicting interests in relation to the property, care or affairs of the principal or acts in a different manner with respect to the agency and the agent's individual interests. The agent shall keep a record of all receipts, disbursements, and significant actions taken under the agency. The agent shall not be affected by any amendment or termination of the agency until the agent has actual knowledge thereof. The agent shall not be liable for any loss due to error of judgment nor for the act or default of any other person.

§2-8. Reliance on agency. Any person who acts in good faith reliance on a copy of the agency will be fully protected and released to the same extent as though the reliant had dealt

directly with the principal as a fully competent person. The agent shall furnish an affidavit to the reliant on demand stating that the instrument relied on is a true copy of the agency and that, to the best of the agent's knowledge, the principal is alive and the relevant powers of the agent have not been altered or terminated; but good faith reliance on the agency will protect the reliant without the affidavit. Any person dealing with the agent may presume, in the absence of actual knowledge to the contrary, that the agency was validly executed, that the principal was competent at the time of execution, and that, at the time of reliance, the principal is alive, the agency and the relevant powers of the agent have not terminated or been amended, and the acts of the agent conform to the standards of this Act. No person relying on the agency shall be required to see to the application of any property delivered to or controlled by the agent or to question the authority of the agent. Each person to whom a direction by the agent in accordance with the terms of the agency is communicated shall comply with that direction, and any person who fails to comply arbitrarily or without reasonable cause shall be subject to civil liability for any damages resulting from noncompliance. A health care provider who complies with Section 4-7 shall not be deemed to have acted arbitrarily or without reasonable cause.

§2-9. Preservation of estate plan and trusts. In exercising powers granted under the agency, including powers of amendment or revocation and powers to expend or withdraw property passing by trust, contract or beneficiary designation at the principal's death (such as, without limitation, specifically bequeathed property, joint accounts, life insurance, trusts and retirement plans), the agent shall take the principal's estate plan into account insofar as it is known to the agent and shall attempt to preserve the plan, but the agent shall not be liable to any plan beneficiary under this Section unless the agent acts in bad faith. An agent may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent without specific authority and specific reference to the trust in the agency. The agent shall have access to and the right to copy (but not to hold) the principal's will, trusts and other personal papers and records to the extent the agent deems relevant for purposes of this Section.

§2-10. Agency-court relationship. Upon petition by any interested person (including the agent), with such notice to interested persons as the court directs and a finding by the court that the principal lacks the capacity to control or revoke the agency:

(a) if the court finds that the agent is not acting for the benefit of the principal in accordance with the terms of the agency or that the agent's action or inaction has caused or threatens substantial harm to the principal's person or property in a manner not authorized or intended by the principal, the court may order a guardian of the principal's person or estate to exercise any powers of the principal under the agency, including the power to revoke the agency, or may enter such other orders without appointment of a guardian as the court deems necessary to provide for the best interests of the principal; or

(b) if the court finds that the agency requires interpretation, the court may construe the agency and instruct the agent, but the court may not amend the agency. Absent court order directing a guardian to exercise powers of the principal under the agency, a guardian will have no power, duty or liability with respect to any property subject to the agency or any personal or health care matters covered by the agency. Proceedings under this Section shall be commenced

in the county where the guardian was appointed or, if no Illinois guardian is acting, then in the county where the agent resides or, if the agent does not reside in Illinois, then in any county.

§4-3. General principles. The health care powers that may be delegated to any agent include, without limitation, all powers an individual may have to be informed about and to consent to or refuse or withdraw any type of health care for the individual and all powers a parent may have to control or consent to health care for a minor child. A health care agency may extend beyond the principal's death if necessary to permit anatomical gift, autopsy or disposition of remains. Nothing in this Article shall impair or supersede any legal right or legal responsibility which any person may have to effect the withholding or withdrawal of life-sustaining or death-delaying procedures in any lawful manner, and the provisions of this Article are cumulative in such respect.

§4-4. Definitions. As used in this Article:

(a) "Attending physician" means the physician who has primary responsibility at the time of reference for the treatment and care of the patient.

(b) "Health care" means any care, treatment, service or procedure to maintain, diagnose, treat or provide for the patient's physical or mental health or personal care.

(c) "Health care agency" means an agency governing any type of health care, anatomical gift, autopsy or disposition of remains for and on behalf of a patient and refers to the power of attorney or other written instrument defining the agency or the agency, itself, as appropriate to the context.

(d) "Health care provider" or "provider" means the attending physician and any other person administering health care to the patient at the time of reference who is licensed, certified, or otherwise authorized or permitted by law to administer health care in the ordinary course of business or the practice of a profession, including any person employed by or acting for any such authorized person.

(e) "Patient" means the principal or, if the agency governs health care for a minor child of the principal, then the child.

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

§4-6. Revocation and amendment of health care agencies.

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

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

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

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

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

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

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

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

(b) A person who falsifies or forges a health care agency or willfully conceals or withholds personal knowledge of an amendment or revocation of a health care agency with the intent to cause a withholding or withdrawal of life-sustaining or death-delaying procedures contrary to the intent of the principal and thereby, because of such act, directly causes life-sustaining or death-delaying procedures to be withheld or withdrawn and death to the patient to be hastened shall be subject to prosecution for involuntary manslaughter.

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

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

(a) The purpose of this power of attorney is to give to the person you designate (your "agent") broad powers to make health care decisions for you, including powers to require, consent to or withdraw any type of personal care or medical treatment for any physical or mental condition and to admit you to or discharge you from any hospital, home or other institution. This form does not impose a duty on your agent to exercise granted powers; but when powers are exercised, your agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken as agent. A court can take away the powers of your agent if it finds the agent is not acting properly. You may name successor agents under this form but not co-agents, and no health care provider may be named. Unless you expressly limit the duration of this power in the manner provided below, until you revoke this power or a court acting on your behalf terminates it, your agent may exercise the powers given here throughout your lifetime, even after you become disabled. The powers you give your agent, your right to revoke these powers, and the penalties for violating the law are explained more fully in sections 4-5, 4-6, 4-9, and 4-10(b) of the Illinois "power of attorney for health care law" of which this form is a part. That law expressly permits the use of any different form of power of attorney you may desire. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

(b) The statutory short form power of attorney for health care (the "statutory health care power") authorizes the agent to make any and all health care decisions on behalf of the

principal which the principal could make if present and under no disability, subject to any limitations on the granted powers that appear on the face of the form, to be exercised in such manner as the agent deems consistent with the intent and desires of the principal. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's health care; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory health care power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose but may not delegate authority to make health care decisions. The agent may sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent. Without limiting the generality of the foregoing, the statutory health care power shall include the following powers, subject to any limitations appearing on the face of the form:

1. The agent is authorized to give consent to and authorize or refuse, or to withhold or withdraw consent to, any and all types of medical care, treatment or procedures relating to the physical or mental health of the principal, including any medication program, surgical procedures, life-sustaining treatment or provision of food and fluids for the principal.
2. The agent is authorized to admit the principal to or discharge the principal from any and all types of hospitals, institutions, homes, residential or nursing facilities, treatment centers and other health care institutions providing personal care or treatment for any type of physical or mental condition. The agent shall have the same right to visit the principal in the hospital or other institution as is granted to a spouse or adult child of the principal, any rule of the institution to the contrary notwithstanding.
3. The agent is authorized to contract for any and all types of health care services and facilities in the name of and on behalf of the principal and to bind the principal to pay for all such services and facilities, and to have and exercise those powers over the principal's property as are authorized under the statutory property power, to the extent the agent deems necessary to pay health care costs; and the agent shall not be personally liable for any services or care contracted for on behalf of the principal.
4. At the principal's expense and subject to reasonable rules of the health care provider to prevent disruption of the principal's health care, the agent shall have the same right the principal has to examine and copy and consent to disclosure of all the principal's medical records that the agent deems relevant to the exercise of the agent's powers, whether the records relate to mental health or any other medical condition and whether they are in the possession of or maintained by any physician, psychiatrist, psychologist, therapist, hospital, nursing home or other health care provider.
5. The agent is authorized: to direct that an autopsy be made pursuant to Section 2 of "An Act in relation to autopsy of dead bodies", approved August 13, 1965, including all amendments; to make a disposition of any part or all of the principal's body pursuant to the Uniform Anatomical Gift Act, as now or hereafter amended; and to direct the disposition of the principal's remains.

§4-11. Applicability-inconsistent Acts. This Article applies to all health care providers and other persons in relation to all health care agencies on and after the effective date of this Article. This Article supersedes all other Illinois Acts or parts thereof existing on the effective

date of this Article to the extent such other Acts are inconsistent with the terms and operation of this Article; provided, that this Article does not affect the law governing emergency health care. If the principal has a living will under the "Illinois Living Will Act", as now or hereafter amended, the living will shall not be operative so long as an agent is available who is authorized by a health care agency to deal with the subject of life-sustaining or death-delaying procedures for and on behalf of the principal.

ASSET TRANSFER DOCUMENTS

Assets which require a legal document for transfer into the trust may be prepared by selecting assignments, deeds and correspondence listed on the Asset Transfer Documents Menu in Cowles' Trust Plus software. If two individual trusts are prepared, selections may be made to transfer each asset into either his trust, her trust, or both trusts as tenants in common. This greatly minimizes the time involved in coordinating titling of assets into the respective trusts, with accurate language for titling to the trust automatically inserted by software. The correct language naming trustees of the trust(s) created will be entered on each asset transfer document, minimizing proofreading time and increasing accuracy in addition to minimizing time required to draft each individual transfer document. Select all documents desired on the asset transfer documents menu. Additional information needed for any particular assignment or other document will be prompted for. All information, which will be prompted for, is also requested on the checklist, so the drafting attorney may simply complete the checklist and delegate data entry to assistants.

Various asset transfer documents may be quickly created (with accurate language to title to a joint trust, an individual trust – either his or hers, or between two trusts as tenants in common). Options include:

- Business Assets Assignment
- Closely Held Stock Assignment
- LLC Assignment
- Farm Assets Assignment
- Promissory Note Assignment
- Note and Mortgage Assignment
- Land Contract/ Contract for Deed/ Deed of Trust Assignment (Varies with state)
- Promissory Note (to create a new one payable to the trust)
- State-Specific Deeds
- Assignment of Motor Vehicles

ASSIGNMENT OF BUSINESS ASSETS

JOSEPH P. JACKSON, A/K/A JOE JACKSON, and ALICE A. JACKSON hereby grant, assign, transfer, and convey to **JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of the JACKSON TRUST DATED APRIL 11, 2006**, any and all interest in all business assets of ABC Widgets, including, but not limited to bank accounts, accounts receivable, inventory, vehicles, equipment, and work in progress and all insurance proceeds with respect thereto.

WITNESSES:

ASSIGNORS:

JOSEPH P. JACKSON

ALICE A. JACKSON

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ANYCOUNTY)

Personally came before me this 11th day of April, 2006, the above named JOSEPH P. JACKSON and ALICE A. JACKSON, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bonnie Notary, Notary Public
Anycounty County, Illinois
My Commission Expires 6/20/2007

March 28, 2006

Joseph P. Jackson
Alice A. Jackson
345 W. Oak Lane
Anycity, Anystate 56451

RE: Conflict of Interest Disclosure

Dear Joe and Alice:

It is customary for a husband and wife to employ the same attorney or law firm to help them plan their estates. It is important for you to understand that since I am representing both of you, each of you is my client. Thus, matters that one of you might discuss with me are not protected by the attorney/client privilege from disclosure to the other.

The Attorney's Rules of Professional Conduct prohibit an attorney from agreeing with one of you to withhold information from the other. Anything either of you discuss with me is privileged from disclosure to other parties. If both of you have a difference of opinion about your proposed estate plan, I can point out the pros and cons of those different opinions. However, the Rules prohibit me, as the lawyer for both of you, from advocating or favoring one of your positions over the other.

Although unlikely, if conflicts arise between you which in my professional judgment make it impossible to perform my duties to both of you as stated in this letter, the Rules of Professional Conduct require me to withdraw as your joint attorney and to advise one or both of you to obtain independent counsel.

Please sign a copy of this letter, acknowledging that you have read and understand it, and that you wish me to proceed with your representation.

Sincerely,

Fritz Bean

We have read this letter and understand its contents. We consent to having you represent both of us on the terms and conditions stated herein. We understand the explanation of conflicts and agree that, as between the two of us, with respect to information either of us provides you, no communications are confidential.

Dated: _____

JOSEPH P. JACKSON

ALICE A. JACKSON

Trust Plus® prepares billfold cards containing the proper language for titling of assets, so client(s) have language for accurate titling of their assets in their billfold. If two individual trusts are created, three billfold cards are created – one for his trust, one for her trust, and one for the two trusts as tenants in common. For future assets acquired, the clients may use whichever card will accurately title the asset. The cards may be laminated as a service to client(s). It is convenient for the client and third party institutions, and an effective marketing technique as well, to insert your business card on the back of the billfold card for easy reference. The billfold card specifically states that ownership of tax-deferred assets should not be transferred to the trust, to prevent potential issues created by a client using the billfold card in regard to titling of tax-deferred assets.

NOTE: This billfold card may be cut out and laminated back to back with your law office business card, and provided to clients as part of their estate plan. It is a useful tool to help the client keep the trust fully funded when new assets are acquired, and generates referrals to you from third parties who appreciate the efficiency of having accurate titling language readily available.

PLEASE PLACE THE NAME OF TITLE OF THE REAL
PROPERTY OR ACCOUNT IN THE NAME OF

**JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of
the JACKSON TRUST DATED APRIL 11, 2006**

If questions arise, contact:
Fritz Bean, Attorney-at-Law
123 Time Avenue Anycity, Illinois 55555
555-555-1234

Do NOT change ownership of IRAs or other tax-deferred assets. See Letters of
Instruction re: Ownership & Beneficiary Designation on Tax-Deferred Assets.

PLEASE PLACE THE NAME OF TITLE OF THE REAL
PROPERTY OR ACCOUNT IN THE NAME OF

**JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of
the JACKSON TRUST DATED APRIL 11, 2006**

If questions arise, contact:
Fritz Bean, Attorney-at-Law
123 Time Avenue Anycity, Illinois 55555
555-555-1234

Do NOT change ownership of IRAs or other tax-deferred assets. See Letters of
Instruction re: Ownership & Beneficiary Designation on Tax-Deferred Assets.

WARRANTY DEED

Your Cowles' Trust Plus® system creates state-specific deeds to fund the trust.

THE GRANTORS, JOSEPH P. JACKSON and ALICE A. JACKSON, husband and wife as joint tenants, of the City of Anycity, County of Anycounty, State of Anystate for the consideration of One Dollar (\$1.00) and other good and valuable consideration paid, to the grantee in hand paid, CONVEY

and WARRANTY to **JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of the JACKSON TRUST DATED APRIL 11, 2006**, 345 W. Oak Lane, Anycity, Anystate, all interest in the following described real estate situated in Cook County, State of Anystate to wit:

Lot 1, Block 6 of Addison's First Addition to the City of Chicago

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s):

Address(es) of Real Estate:

Dated this 11th day of April, 2006.

JOSEPH P. JACKSON

ALICE A. JACKSON

STATE OF ILLINOIS, COUNTY OF ANYCOUNTY ss.

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH P. JACKSON and ALICE A. JACKSON, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that grantors signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11th day of April, 2006.

Bonnie Notary, Notary Public
My Commission Expires 6/20/2007

This instrument was prepared by Fritz Bean, Attorney-at-Law, 123 Time Avenue, Anycity, Illinois 55555

Mail to: JOSEPH P. JACKSON and ALICE A. JACKSON, 345 W. Oak Lane, Anycity, Anystate 56451.

or Recorder's Office Box No. _____

Send Subsequent Tax Bills To: JOSEPH P. JACKSON and ALICE A. JACKSON , 345 W. Oak Lane, Anycity, Anystate 56451.

COUNTY - ILLINOIS TRANSFER STAMPS

Exempt Under Provision of
Paragraph _____ Section 4,
Real Estate Transfer Act
Date: _____

Prepared By:
Fritz Bean
123 Time Avenue
Anycity, Illinois 55555

Signature: _____

CERTIFICATE OF TRUST

Your Cowles' Trust Plus software will generate a Certificate of Trust which includes the legal description of real estate for recording purposes so trustee powers, etc. are included in the chain of title. (In some states, e.g. – FL, this is not required since trustee powers may be included directly on deeds.)

The undersigned settlors hereby certify the following:

1. This Certificate of Trust relates to the JACKSON TRUST DATED APRIL 11, 2006 (the "trust") created by trust agreement (the "trust agreement") executed by JOSEPH P. JACKSON, a/k/a JOE JACKSON and ALICE A. JACKSON.
2. The names of the settlors are JOSEPH P. JACKSON and ALICE A. JACKSON.
3. The names of each original trustee are JOSEPH P. JACKSON and ALICE A. JACKSON. This authority is provided by the following provision in the Declaration of Trust: "We hereby designate ourselves as the primary trustees of this trust. Either or both of us may exercise dominion and control over any and all of the trust assets, except as to amendment or revocation of this trust, which shall be pursuant to the provisions of Article Three. Upon the death of one of us, the survivor shall continue to act as the primary trustee of this trust with full power and authority to deal with any and all of the assets of this trust in any manner that said survivor sees fit, except as otherwise provided in Article Two and/or Article Three of this trust. During the existence of this trust, each settlor shall have the right to partition, enabling each settlor to restrict, transfer, or withdraw one-half of the assets in this trust."
4. The name and address of each trustee empowered to act under the trust agreement at the time of the execution of this Certificate of Trust is:

Primary: JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane, Anycity, Anystate 56451

Successor: AARON T. THOMPSON and DEBRA S. THOMPSON
8741 Farber St., Anycity, Anystate 62764

Alternate Successor: GERALD BROOKINGS
5393 Cameron St., Anycity, Anystate 02928

Second Alternate Successor: FIRST TRUST COMPANY
460 Main Avenue, Anycity, Anystate 09828

Authority of the successor trustee(s) is provided by the following provisions in the Declaration of Trust: "We designate AARON T. THOMPSON and DEBRA S. THOMPSON as the co-successor trustees of this trust. If a co-successor trustee is unable or unwilling to act, the remaining co-successor trustee(s) shall serve with all rights and responsibilities originally given to all co-successor trustees. Our co-successor trustees are to assume the duties as trustees hereunder upon the resignation of both of us or the

survivor of us, the death of the survivor of us, the disappearance of both of us or the survivor of us, or if both of us or the survivor of us is certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of the incompetency or resignation of both of us or the survivor of us, our co-successor trustees are to use the income and assets of this trust for our health, education, support, and maintenance and the health, education, support, and maintenance of ANGELA M. JACKSON, TIMOTHY W. JACKSON and THOMAS J. JACKSON.

If neither of the above-named co-successor trustees is able or willing to act as successor trustee, we designate GERALD BROOKINGS as successor trustee to serve with all rights and responsibilities given to the original successor trustees.

If GERALD BROOKINGS is unable or unwilling to act as successor trustee, we designate FIRST TRUST COMPANY as successor trustee to serve with all rights and responsibilities given to the original successor trustees."

5. The trustee(s) are authorized by the trust agreement to have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there were no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust.
6. The undersigned conveyed to the trust the following described real estate in Cook County, State of Illinois:

Lot 1, Block 6 of Addison's First Addition to the City of Chicago
7. The undersigned hereby represent that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the trust agreement or amendments to it that limit the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property, that would create liability for any third party relying on this document as authorization for trustee(s)' authority.
8. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This Certificate of Trust is being signed by all currently acting trustees of the trust.

JOSEPH P. JACKSON

ALICE A. JACKSON

ASSET TRANSFER LETTERS

Asset transfer letters are prepared so the client(s) simply take the appropriate letter to institutions where assets are held, and sign paperwork requested by each institution. The asset transfer letters highly increase the likelihood that the trust will be fully funded, and significantly minimize calls to the law office from banks and other institutions with standard questions. Letters are customized for each situation/type of asset, and are personalized with the client(s)' name, address, and trust information. Use of letters also makes certain that you analyze and direct the appropriate ownership and beneficiary designations on life insurance and tax-deferred assets.

A third party database within Cowles software allows you to insert the name, address and other information on the institution where the client's account is held. The next time any client utilizes that same institution, simply click on that contact in the database and the letter will be addressed to that institution. As the database is built, the database may also be used to do mailings to third parties, to build good will and increase referrals. Your Trust Plus system includes a merge system to streamline preparation of letters, envelopes or labels to clients or contacts.

JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane
Anycity, Anystate 56451

DATED: _____

INSTRUCTIONS TO BANKS AND CREDIT UNIONS

Lucille K. Roberts
Bank of Yourcity
414 Main Street
Yourcity, Yourstate 88888

RE: Account Number(s): _____
Safe Deposit Box: _____

Please transfer the title to the accounts shown above into our revocable living trust, including the safe deposit box if the box number is listed above.

Title should be held as follows: **JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of the JACKSON TRUST DATED APRIL 11, 2006**

TAXPAYER IDENTIFICATION NUMBER: Because the trustee(s) of this trust are also the settlor(s), no new taxpayer identification number is required and the account name should be reported under the social security number of either trustee. [IRC Reg. Sections 1.671-4(b), 1.6012-3(a)(9), 301.6109-1(a)(2)].

EFFECT ON ACCOUNT: These transfers should not affect interest, dividends, life insurance or any other income on the investments. If transfers will in any way affect income, dividends or life insurance please contact us prior to making changes. These transfers should also not affect the language on our checks, if a checking account is involved. This is a request for a change on our existing account(s). Please do not close our current account(s) and open new account(s), since this could create problems with clearance of checks written on the existing account(s), automatic deposit and/or withdrawal arrangements, and dividend or other income reinvestment arrangements.

TAX-DEFERRED ACCOUNTS. Do not transfer ownership of IRA or other tax-deferred accounts into the trust. Request a copy of the "INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAs, KEOGHS OR ANNUITIES" from us for the handling of these accounts.

ONE SIGNATURE REQUIRED. PLEASE NOTE THAT the trust authorizes either primary trustee to sign alone on any account.

CERTIFICATE OF TRUST. Enclosed for your records is an executed Certificate of Trust, which provides information regarding rights and responsibilities of management by trustee(s). This Certificate is provided in lieu of sending a copy of the entire trust document.

JOSEPH P. JACKSON

ALICE A. JACKSON

JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane
Anycity, Anystate 56451

DATED: _____

INSTRUCTIONS TO STOCKBROKERS AND FINANCIAL PLANNERS

Laurie E. Price
First Choice Securities Co., Inc.
1700 Maury Avenue
Yourcity, Yourstate 88888

RE: Account Number(s):

We request that title to the above described stocks, bonds, mutual funds, and accounts, including reinvestment accounts be as follows:

JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of the JACKSON TRUST DATED APRIL 11, 2006

TAXPAYER IDENTIFICATION NUMBERS: Because the trustee(s) of this trust are also the settlor(s) of this trust, no new taxpayer identification number is required and the account name should be reported under the social security number of either trustee. [IRC Reg. Sections 1.671-4(b), 1.6012-3(a)(9), 301.6109-1(a)(2)].

EFFECT ON ACCOUNT: If we have an account, this is a request for a change on our existing account. Please do not close our current account(s) and open new account(s), since this could create problems with clearance of checks written on the existing account(s), automatic deposit and/or withdrawal arrangements, and dividend or other income reinvestment arrangements.

TAX-DEFERRED ACCOUNTS. Do not transfer ownership of IRA or other tax-deferred accounts into the trust. Request a copy of the "INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAs, KEOGHS OR ANNUITIES" from us for the handling of these accounts.

CERTIFICATE OF TRUST. Enclosed for your records is an executed Certificate of Trust, which provides information regarding rights and responsibilities of management by trustee(s). This Certificate is provided in lieu of sending a copy of the entire trust document.

JOSEPH P. JACKSON

ALICE A. JACKSON

JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane
Anycity, Anystate 56451

DATED: _____

**INSTRUCTIONS RE:
LIFE INSURANCE BENEFICIARY DESIGNATIONS**

Lois J. Richards
National Insurance Service, Inc.
2015 17th Street
Yourcity, Yourstate 88888

Re: Change of Beneficiary
Policy Number:

Please change the **primary** beneficiary of the policy(s) shown above to **JOSEPH P. JACKSON or ALICE A. JACKSON, trustees of the JACKSON TRUST DATED APRIL 11, 2006.**

The **contingent** beneficiary(ies) should be **spouse of the insured.**

The address of the trust is identical to the personal address noted above.

TAX-DEFERRED ACCOUNTS: Do not use the instructions in this letter for IRA or other tax-deferred accounts. For IRA or other tax-deferred assets, request a copy of the letter entitled "Instructions re: Beneficiary Designations on Retirement Plans, IRAs, KEOGHs or Annuities."

Enclosed for your records is an executed Certificate of Trust, which provides information regarding rights and responsibilities of management by trustee(s). This Certificate is provided in lieu of sending a copy of the entire trust document.

****PLEASE NOTE****

THIS IS A CHANGE OF BENEFICIARY AND NOT A CHANGE OF OWNERSHIP.

JOSEPH P. JACKSON

ALICE A. JACKSON

JOSEPH P. JACKSON and ALICE A. JACKSON
345 W. Oak Lane
Anycity, Anystate 56451

DATED: _____

**INSTRUCTIONS RE: BENEFICIARY DESIGNATIONS ON RETIREMENT PLANS, IRAS,
KEOGHS OR ANNUITIES**

Laurie E. Price
First Choice Securities Co., Inc.
1700 Maury Avenue
Yourcity, Yourstate 88888

RE: Account Number(s):

Please change the beneficiaries of the account(s) shown above.

The **primary** beneficiary should be **the spouse of the owner of the account(s)**.

The **contingent** beneficiary should be **JOSEPH P. JACKSON or ALICE A. JACKSON, trustee(s) of the JACKSON TRUST DATED APRIL 11, 2006.**

****PLEASE NOTE****

THIS IS A CHANGE OF BENEFICIARY AND NOT A CHANGE OF OWNERSHIP.

JOSEPH P. JACKSON

ALICE A. JACKSON

HIPAA RELEASE AND AUTHORIZATION

I, JOSEPH P. JACKSON, residing at 345 W. Oak Lane, Anycity, Anystate 56451, with social security number 642-51-8096, authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, including but not limited to Mayo Clinic, Northwestern Medical and Illinois Central University Hospital, to give, disclose and release to the agent(s) as hereinafter described, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The persons designated as my agents for purposes of this agreement are as follows:

- All person(s) designated as health care agent(s) or alternative health care agent(s) in any Power of Attorney for Health Care or similar document executed by me;
- All person(s) designated as my attorney-in-fact and/or agent and their successors under any Durable Power of Attorney or similar document executed by me;
- All person(s) designated as trustee(s) and/or successor trustee(s) under any revocable or living trust executed by me.

The authority given my agent(s) shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has an expiration date as follows: None. This Release and Authorization shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. The purpose of each requested use or disclosure pursuant to the requirements of 45.CFR 164.508(c) is at the request of the individual. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and all other applicable state and federal law.

Dated: April 11, 2006

WITNESSES:

JOSEPH P. JACKSON

HIPAA RELEASE AND AUTHORIZATION

I, ALICE A. JACKSON, residing at 345 W. Oak Lane, Anycity, Anystate 56451, with social security number 651-38-2518, authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, including but not limited to Mayo Clinic, Northwestern Medical and Illinois Central University Hospital, to give, disclose and release to the agent(s) as hereinafter described, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The persons designated as my agents for purposes of this agreement are as follows:

- All person(s) designated as health care agent(s) or alternative health care agent(s) in any Power of Attorney for Health Care or similar document executed by me;
- All person(s) designated as my attorney-in-fact and/or agent and their successors under any Durable Power of Attorney or similar document executed by me;
- All person(s) designated as trustee(s) and/or successor trustee(s) under any revocable or living trust executed by me.

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Dated: April 11, 2006

WITNESSES:

ALICE A. JACKSON

MAP OF PHRASE SELECTIONS

A “map” of the client’s plan may be printed, for use in cross-referencing phrase selections made in software with those chosen on the checklist, and to include a hard copy list of phrase selections in the client’s file.

In software, the map may also be used to move to any phrase selection made. The map is built as phrases are selected, so if the phone rings or any other interruption arises, it’s easy to resume phrase selection in software right where you left off.