

Important Information

For John Doe
Dated: January 21, 2002

Attached you will find your Last Will And Testament, Durable Power Of Attorney (Financial), Declaration, Durable Power Of Attorney For Health Care and Instructions For Signing Your Documents. Please sign these documents following the Instructions for Signing.

If you would like to revise any of these documents, you may do so at no additional cost during the next 30 days and for a reduced cost thereafter. To revise your documents just go to: <http://www.gaywill.com/changes.html> and enter your e-mail address and password.

Your e-mail address is: **kendall2@dpsbyals.com**

Your password is: **revise**

We suggest that you keep this sheet with the original of your Last Will And Testament so that you will easily have your e-mail address and password if and when you decide to revise your documents.

If you have any questions or suggestions, please call us at 866-258-5104 (Toll Free) or e-mail us at support@gaywill.com.

Last Will And Testament

Of

John Doe

I, John Doe, of 558 Main Street, Des Moines, Iowa publish and declare this to be my Last Will And Testament, hereby revoking all Last Will And Testaments executed by me.

Article I **Children**

Children of myself, now living, are Kevin Doe Sally Doe. Children of myself shall include all legitimate children hereafter born to or adopted by me.

Article II **Debts And Expenses**

I direct that all my legally enforceable debts and funeral and testamentary expenses be fully paid from my estate as soon after my death as can properly be done. However, it is not my desire that my Executor accelerate and pay off the entire principal balance remaining on any mortgages, installment purchase contracts, promissory notes or other evidences of my indebtedness unless there is some significant advantage in doing so. Said fiduciary shall, however, make the required payments to maintain these obligations in a current status. If any life insurance proceeds are paid to my Executor, my estate or to the Trustee of any trust created by this Last Will And Testament, I direct that said proceeds shall pass under the provisions of this Last Will And Testament or under such trust and not as otherwise directed by the laws of the State of Iowa. Said life insurance proceeds, however, are to remain exempt from the claims of creditors unless my Executor chooses to waive such exemption and shall not be used to satisfy the obligations of my estate.

Article III
Personal Property

All my clothing, jewelry, automobiles, household furniture and furnishings, recreational equipment, and all personal effects used by me about my person or home shall be distributed in accordance with the most recent signed and dated list or statement which I have prepared, if any, indicating my wishes regarding the disposition of such property. Otherwise the property described in this Article shall be distributed as a part of the residue of my estate.

Article IV
Payment Of Taxes

I direct that all inheritance, estate, succession, or other similar taxes against my taxable estate or the properties constituting it at the time of my decease or against the recipients thereof, including any taxes against or arising out of the transfer or receipt of assets which are not part of my estate subject to probate, shall be paid out of the balance of my estate remaining after compliance with the foregoing provisions of this Last Will And Testament. Such taxes shall not be charged against the respective beneficiaries, and my Executor shall not seek reimbursement from anyone therefore, except to the extent that my Executor has a right by reason of Sections 2207 or 2207A of the Internal Revenue Code to seek contribution or reimbursement for taxes resulting from the inclusion in my estate of property in which I have a qualified income interest for life or over which I have a power of appointment. To the maximum extent they are available, United States Treasury Bonds that can be redeemed at par for such purpose shall be used for the payment of any federal estate taxes paid pursuant to this paragraph.

Article V
Bequest Of Residue

I give, devise and bequeath the residue of my estate to the John Doe Family Trust (hereinafter sometimes called the Family Trust).

Article VI
John Doe Family Trust

I bequeath the assets of the John Doe Family Trust to my friend, Henry Smith, Denver Colorado, as Trustee, to be administered as follows:

A. My Trustee shall pay to the beneficiaries set forth in this Article such sums from the income of this trust as my Trustee deems advisable for their health, medical care, care, support, maintenance, and education. Any income not distributed shall be added to principal. Any such payments need not be equal between or among the members of my family group either as

individuals or as separate groups.

B. My Trustee shall pay to the beneficiaries set forth in this Article such sums from the principal of this trust as my Trustee deems advisable for their health, medical care, care, support, maintenance, and education. Any such payments need not be equal between or among the members of my family group either as individuals or as separate groups.

C. When the youngest child reaches the age of 22, my Trustee shall divide the John Doe Family Trust as follows:

1. An equal share of the remaining trust assets to my child, Kevin Doe and my child, Sally Doe.

D. As each child attains the age of 25 years, my Trustee shall distribute to him or her 33 1/3% in value of the principal and accumulated income of his or her trust. As each child attains the age of 30 years, my Trustee shall distribute to him or her 50% in value of the principal and accumulated income of his or her trust. As each child attains the age of 35 years, my Trustee shall distribute to him or her the balance of principal and accumulated income then being held in his or her trust and the trust shall terminate.

E. When my Trustee divides the John Doe Family Trust, my Trustee shall distribute to any other beneficiary for which a share of this John Doe Family Trust was established the balance of principal and accumulated income then being held in his or her trust and the trust shall terminate.

F. If a beneficiary should die before receiving full distribution of his or her trust, the remainder of that beneficiary's trust shall be distributed to such one or more of my descendants (other than the beneficiary) and creditors of the beneficiary's estate as the beneficiary may appoint by his or her will. Upon the death of the beneficiary, any part of his or her share not effectively appointed shall be distributed per stirpes to his or her then living descendants, or if none, then per stirpes among the then living descendants of the nearest ancestor of the beneficiary who is a descendant of mine and who has one or more descendants then living, or if also none, then per stirpes to my then living descendants, limited only by the provisions hereinafter set forth in this Article. Each portion distributable to a beneficiary for whom a share of this John Doe Family Trust is being held shall be distributed to my Trustee of that share and become a part thereof.

G. No beneficiary shall have power to sell, assign, transfer, encumber, or in any manner to anticipate or dispose of any interest created by this Article. The right to principal and income created by this Article shall not be liable to be reached in any manner by the creditors of, or judgment holders against, any beneficiary. Nothing contained herein shall be construed to preclude any beneficiary's right to disclaim any interest.

H. My Trustee may, in its sole discretion, use income and principal of the share from which the beneficiary was receiving benefits to provide for the last illness, funeral, or other obligations of such beneficiary.

I. If one of my Trustees should fail or cease to act as Trustee, I direct that the remaining Trustee(s) shall continue to serve.

J. If any share becomes distributable to a beneficiary who has not attained the age of 21 years, my Trustee shall retain possession of such share for the period that beneficiary is under the age of 21 years. My Trustee shall pay to the beneficiary such sums from the income and principal of that share as my Trustee deems advisable for his or her health, medical care, care, support, maintenance, and education. Any income not distributed shall be added to principal. When the beneficiary attains the age of 21 years, my Trustee shall distribute the balance held to him or her. If a beneficiary should die before attaining the age of 21 years, the balance of his or her share shall be distributed upon his or her death per stirpes to his or her descendants, if any, or if none, per stirpes to my descendants.

Article VII
Trustee And Executor Powers

I grant to my Trustee and Executor all powers necessary for the proper administration of each trust created hereunder and this Last Will And Testament, which shall be in addition to those powers provided by the Iowa Probate Code. No power granted in this Article shall be exercised if the effect of its exercise is to disqualify any portion of the federal estate tax marital deduction. In extension but not in limitation of any power otherwise possessed by my Trustee and Executor, I grant to my Trustee and Executor, without the necessity of notice to or approval of any court or person, the following powers:

A. To sell, exchange, borrow, mortgage, lease, or otherwise dispose of any asset for terms within or extending beyond the term of the trust.

B. To borrow money from time to time for any purpose for the use and benefit of the trust and estate, from any commercial banking institution, including Trustee's and Executor's own commercial banking department, or from any other lending institution or agency, and to secure the loan or loans by a pledge or mortgage of trust and estate assets, and from time to time to renew such loans and give additional security.

C. To develop and subdivide any real property; to dedicate; to vacate; to sell on any terms; to grant options to purchase or lease; to donate, mortgage or pledge; to lease for any period of time, even extending beyond the term of the trust; to partition or to exchange property; to grant or

release easements and interests; generally, to deal with any real property the same as I could have during my lifetime.

D. To purchase and pay premiums on life insurance policies on the lives of any beneficiaries of the trusts or estate, and to retain and pay premiums on any insurance policies on the lives of them and others; to deal with such policies, including, but not limited to, changing them in regard to form, surrendering for cash, taking paid-up policies, and exercising every other right and privilege of a policy owner.

E. To hold the assets of the several trusts, shares or portions of trusts created by this Last Will And Testament as a single fund for joint investment and management without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trusts, shares, or portions need only be made on the books of my Trustee for accounting purposes.

F. To determine what is principal and what is income of any trust and my estate, and, in my Trustee's and Executor's discretion, to allocate or apportion receipts and expenses between principal and income, except that all dividends paid in stock shall be considered principal; provided, however, that if my Partner is acting as a co-Trustee of any Family Trust established hereunder, he shall not participate in any decision relating to allocations between principal and income made by the Trustee of such trust.

G. To delegate any of the powers granted in this Last Will And Testament, except those relating to discretionary distribution of income and principal, without liability for such delegation, and to employ agents.

H. To make payments to or for the benefit of a beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (1) directly to the beneficiary; (2) directly for the maintenance, welfare, and education of the beneficiary; (3) to the legal or natural guardian of the beneficiary; (4) to anyone who at the time shall have custody and care of the person of the beneficiary. My Trustee and Executor shall not be obliged to see to the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of my Trustee and Executor.

I. To retain any asset, expressly including stock in closely-held corporations which I may own at my death, regardless of whether it leaves a disproportionately large part of my estate or trust estate invested in one type of property, and to receive from any source additional properties acceptable to my Trustee and Executor.

J. To make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, without the consent of any beneficiary, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, including any trust, and without making pro rata distributions of specific assets.

K. If a trust becomes reduced in size where the continued administration of it becomes unduly expensive and not in the best interests of the beneficiaries, to distribute the balance of principal and accumulated income to the beneficiary or beneficiaries who are then entitled to receive income or principal, or, if any such beneficiary has not reached the age of twenty-one (21) years, to a custodian for such beneficiary under the Iowa Probate Code, and the trust as to that amount shall then terminate.

L. To pay all reasonable expenses and charges of my estate and trusts.

M. To continue, either as a going concern or for purposes of liquidation, without liability for errors in judgment, any business; to delegate duties, with requisite powers, to any employee, manager, or partner as my Trustee and Executor may deem proper without liability for such delegation except for my Trustee and Executor's own negligence; to elect my Trustee and Executor, including the officers or employees of my corporate Trustee and Executor, as an officer or director of the business; to be compensated for its services directly by the business, the estate or the trust; to use in the conduct of the business not only my capital investment therein but also additional capital out of my general estate or trust as my Trustee and Executor may deem proper; to borrow money and secure the loan not only with my interest in the business but also with any part of my estate or trust; to organize, either by itself or with others, a sole proprietorship, a corporation, or a partnership, either general or limited; to deposit securities with voting trustees; to vote stock for or against any proposition submitted at any stockholders' meeting, including charter renewals for any period of time; to sell or liquidate any business interest on such terms as shall be for the best interests of my estate and trusts; generally, to exercise with respect to the continuation, management, sale, or liquidation of any business interest all of the powers which I could have exercised during my lifetime.

N. To continue any farming operation which may be acquired by the estate or trust, to operate any farm with hired labor, tenants, or sharecroppers, and to employ agents; to lease any farm for cash or a share of the crops; to acquire farm machinery, equipment, and livestock; to construct and improve buildings; to make or obtain loans at the prevailing rate of interest; to employ conservation practices; to manage any timber; in general, to perform such acts as my Trustee or Executor deems appropriate using such methods as are commonly employed by other farm owners in the community in which the farm property is located.

O. To invest and reinvest in such securities or other properties as persons of prudence, discretion and intelligence might purchase for themselves, whether or not authorized by law for the investment of trust or estate funds, including, but not by way of limitation, real property or interests therein, corporate bonds and debentures, common and preferred stocks, investment company shares, participation in common trust funds, notes and mortgages.

P. To merge, without court action, any trust or trust share created under this or any other document, wherein the beneficiaries, distribution of income and principal, ultimate method of distribution, and all other administrative terms and provisions are substantially similar. My Trustee may select the trust instrument under which the single resulting trust shall be administered; provided, however, that the trust instrument having the earliest termination date shall be the one so selected. The decision of my Trustee in this regard shall be conclusive on all parties in interest.

Q. To determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income; provided, however, that all dividends paid in stock shall be considered principal and any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal. Except as otherwise provided herein, my Trustee and Executor shall be governed in such determination by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there be no such act in force, by the Revised Uniform Principal and Income Act promulgated by the National Conference of Commissioners on Uniform State Laws, as then amended. In any instance not governed by any such Act, my Trustee and Executor are hereby authorized to determine what shall be charged or credited to income and what to principal, and the determination of my Trustee and Executor shall be conclusive upon all persons; provided, however, that any beneficiary who is acting as Trustee or Executor of my estate or a trust created hereunder shall not participate in any decision relating to allocations between principal and income made by my Trustees and Executors.

R. Notwithstanding anything to the contrary contained herein, no Trustee of any Family Trust established hereunder shall have the power to vote or act with respect to any discretionary distribution of net income and/or principal to himself or herself, or to any of his or her issue if such distribution may satisfy support obligations of the individual acting as Trustee; nor shall any Trustee of any such Family Trust have the power to vote or act with respect to any loans made to himself or herself, or to any of his or her issue if such loan may satisfy support obligations of the individual acting as Trustee. The majority decision of my Trustees qualified to act upon a matter shall bind the trust.

S. Regardless of any other provisions in this instrument, to participate in such action as may be required: (i) to convert the stock of any corporation, by consolidation, merger, purchase of assets or otherwise, into a Small Business Corporation as defined in the Internal Revenue Code; and

(ii) upon the conversion of any such corporation into a Small Business Corporation or upon receipt by my Trustee or Executor of stock in any such corporation whose stock has already been converted into a Small Business Corporation, to preserve the election to be recognized as a Small Business Corporation as defined in the Internal Revenue Code, of any such corporation. Regardless of any other provisions in this instrument, in the event stock of a Subchapter S corporation is to pass to or be held by a trust created hereunder which does not qualify as a Qualified Subchapter S Trust under the terms of the Internal Revenue Code then in effect, such stock shall pass to an alternative Sub-S trust which trust shall have the same terms with the exception that any terms which then fail to comply with the requirements for a Qualified Subchapter S Trust shall be superseded by terms set forth in the Internal Revenue Code for such trusts. As an example, if more than one income beneficiary exists with respect to a particular trust or share, a separate and equal share shall be created for each eligible beneficiary. As a further example, if all of the income is not required to be distributed to the income beneficiary of such trust, such income will be required to be distributed to such beneficiary. Such alternative Sub-S trust will continue to exist even if, thereafter, it no longer owns stock of a Subchapter S corporation.

T. To hold any asset of the estate and any trust as a tenant in common and to place any asset of the estate and any trust in a tenancy in common account.

U. To exercise, or refrain from exercising, any election available under any tax law.

Article VIII **Executor**

I nominate and appoint my friend, Henry Smith, Denver Colorado, as Executor of my estate.

No bond shall be required of any Executor or Trustee named in this Last Will And Testament. Any Executor or Trustee serving hereunder shall be entitled to reasonable compensation. A corporate co-Executor or Trustee shall be entitled to compensation the same as if it served alone.

If the trust operations of a corporate Executor or Trustee are transferred to another corporation, the new corporation shall become successor Executor or Trustee without any action by any court or person.

Any Executor or Trustee may release or renounce any or all powers granted hereunder at any time by written instrument, and, if so specified, that release or renunciation shall bind all successors acting as Executor or Trustee. Except as limited by the preceding sentence or by the instrument of appointment, all successor Executors or Trustees shall have the same powers, authority, rights and

duties as the original Executor or Trustee.

No Executor nor Trustee shall be liable for any act or omission of any predecessor or successor Executor or Trustee. No Executor nor Trustee shall be personally liable or responsible for the acts or omissions of any other Executor or Trustee in which such Executor or Trustee sought to be held did not participate or concur. A successor Executor or Trustee may accept the assets delivered to it as constituting all of the property to which the successor Executor or Trustee is entitled and need not inquire into the administration or accounting of any predecessor Executor or Trustee.

In order to relieve any individual Executor or Trustee of detail in the administration of my estate and trust estate, I direct that my corporate Executor or Trustee, as the case may be, shall have custody and possession of the assets, shall handle all receipts and disbursements, and shall attend to all accounting to the beneficiaries and the court in my estate and trust estate.

Article IX
Rule Against Perpetuities

Unless otherwise terminated by the provisions of the trust, each trust created under this Last Will And Testament shall terminate twenty-one (21) years after the death of the last surviving beneficiary of said trust who shall be living at the time of my death. On such termination, the property held in that trust shall be distributed in the proportions and to the persons then entitled to the income or then entitled to have the income accumulated for their benefit.

Article X
Immediate Distribution

If a part of my estate would upon receipt by a Trustee be distributable immediately to any beneficiary, notwithstanding any provision to the contrary, I direct such part of my estate shall be distributed directly by my Executor to said beneficiary.

Article XI
Allocation Of Generation Skipping Exemption

I hereby authorize my Executor or Trustee, in its sole discretion, to allocate any exemption for generation skipping transfers available to my estate or trust estate under Chapter 13 of the Internal Revenue Code, as amended, in such manner as it deems appropriate. My Executor or Trustee specifically may allocate such exemptions to inter vivos trusts as well as to testamentary trusts. Without limiting the discretion I have given to my Executor or Trustee, it is my preference that such allocation be made: first, pro rata to any transfers taxable under the federal generation skipping transfer tax at the time of my death; second, pro rata to any transfers made at the time of my death which will be taxable under the federal generation skipping transfer tax in the future; and third, pro rata to any transfers made at the time of my death which may be taxable under the federal generation skipping transfer tax in the future.

In the event that the aggregate value of the assets of my estate passing to a trust or trusts (other than a marital trust with respect to which no section 2652(a)(3) election has been made), the termination of which could be a taxable termination under the federal generation skipping transfer tax or distributions from which could be taxable distributions under the federal generation skipping transfer tax, exceeds the generation skipping transfer tax exemption available to my estate, I direct that, notwithstanding any other provision of this Last Will And Testament to the contrary, the assets of each such trust be held in separate shares as follows: An amount equal to the generation skipping transfer tax exemption allocated to the trust shall be placed in a separate share (hereinafter referred to as the "Exempt Share") and shall be held and distributed in accordance with the provisions of this Last Will And Testament which would otherwise be applicable to such trust. The balance of the trust shall be divided into additional separate shares (hereinafter referred to as the "Taxable Shares"), with one share provided for each child of mine and his or her lineal descendants. Each such Taxable Share shall provide for distributions during the life of each such child in accordance with the provisions of this Last Will And Testament which would otherwise be applicable to such trust and shall provide that the assets of each such share shall pass to the child for whom the trust is established if such child survives until the date of final distribution of the trust, but shall provide that upon the death of the child for whom the separate share is established the assets of such separate share shall pass to such child's estate.

In administering such separate shares, my Trustee may continue to hold the assets of the trust in one account and is not required to segregate such separate shares. My Trustee is further directed, to the extent practicable, to make distributions to any of my children pro rata from each Taxable Share and to make distributions to the lineal descendants of my children from the Exempt Share.

Article XII
Final Taker

If at any time before final distribution there shall not be in existence anyone who is, or who might become, entitled to receive benefits under the foregoing provisions of this Last Will And Testament, any portion remaining should be distributed as though I had then died intestate domiciled in the State of Iowa.

Article XIII
Right To Resign

Any Trustee may resign at any time by giving 30 days' prior written notice to each then living adult income beneficiary(ies) and to the natural or legal Guardian, if any, of each then living minor income beneficiary(ies), as well as to any co-Trustee. Such resignation shall become effective on the day specified in the notice or upon the appointment of the Trustee's successor and the successor's acceptance of the appointment, whichever is earlier.

Article XIV
Appointment Of Successor Trustee

Any Trustee serving hereunder, including any successor Trustee appointed by a Trustee serving hereunder, shall have the power at any time to designate an individual or corporate Trustee to succeed it.

Any such appointment shall be in writing and filed in the trust records, may be made to become effective at any time or in any event, may be for a specified period or indefinitely, may be for limited or general purposes and responsibilities, and may be single, joint, or successive, all as specified in the instrument of appointment. Any such appointment may be changed from time to time prior to the date it becomes effective.

Article XV
No Guardian Ad Litem

To save expense and simplify procedure in my estate, I direct that no guardian ad litem or similar proceedings shall be required. Any fiduciary shall be released and relieved from any further responsibility or liability for its acts occurring during a period for which it has received the written approval of the adult beneficiaries. The parent, legal guardian, or conservator of a beneficiary may represent such beneficiary. Any notice to or action by such parent, legal guardian, or conservator shall be binding on such beneficiary, and have the same effect as if delivered to or executed by an adult or competent beneficiary.

Article XVI
Disclaimer By Beneficiary

Nothing contained herein shall be construed to preclude any beneficiary's right to disclaim any interest.

Article XVII
Beneficiary Disclaimer

If any beneficiary should disclaim part or all of a distribution hereunder, the disclaimed property shall pass under the applicable provisions of this Last Will And Testament as though the disclaimant has died before me.

Article XVIII
Trustee Reports

It is my desire that my Trustee hereunder be able to act efficiently and economically and with reasonable confidence and certainty in the administration of any trust created by this Last Will And Testament. In order to save time, unnecessary costs and expenses, and to avoid the publicity which a judicial settlement might entail, my Trustee of any trust hereunder is expressly exonerated from qualifying with and making reports or accountings, either interim or final, to any court, except as my Trustee may desire to do so, or as it may be required to do so by a court upon the application of an interested party for good cause shown.

However, my Trustee shall: (1) maintain records of the trust assets and its receipts and disbursements, which records shall be subject to inspection by any beneficiary hereunder at reasonable intervals and on reasonable notice and (2) render an account of each trust created hereunder to the persons who may at that time be entitled to receive the income therefrom, and to such persons who at that time would be entitled to the principal thereof should the trust then terminate.

The account of my Trustee shall be rendered directly to such persons who are competent. As to a person who is under a legal disability, my Trustee shall render its account to his or her conservator, if any, or if none, to the person having custody of such person.

In furtherance of my previously expressed desire that my Trustee be able to act with certainty in the administration of the trusts imposed on it by the provisions of this Last Will And Testament, such account shall be final and binding as to all transactions shown therein, upon all persons (whether in being or not) who are then or may thereafter become interested in or entitled to

share in either the income or principal of the trust, excepting only those persons who notify my Trustee in writing of their disapproval of such account within ninety days of the date of my Trustee's rendering such account to such persons.

Article XIX
Guardian

In the event it becomes necessary for the court to appoint a Guardian or Guardians for my minor children, I hereby nominate my friend, Henry Smith, Denver Colorado.

Article XX
Definitions

The provisions of this, my Last Will And Testament, shall be supplemented by, and when necessary shall be subject to, the following:

A. The plural expressions shall include the singular and the singular expressions shall include the plural and the context of this instrument shall be read accordingly when the facts require it.

B. Personal pronouns shall be taken to refer to the person or persons intended, regardless of number or gender, and the singular pronoun may be taken to express a plural pronoun when the facts require it.

IN WITNESS WHEREOF, I have signed this, my Last Will And Testament, this January _____, 2002.

John Doe

On this January _____, 2002, the foregoing instrument was in our presence signed and executed by John Doe, and declared by him to us to be his Last Will And Testament, and at his request, in his presence, and in the presence of each other, we have subscribed our names as witnesses hereto.

Witness

Address

Witness

Address

Witness

Address

State of Iowa)
) ss.
County of _____)

We, the undersigned, John Doe, _____ and _____, the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, declare to the undersigned authority that said instrument is the Testator's Last Will And Testament and that the Testator willingly signed and executed such instrument, or expressly directed another to sign the same in the presence of the witnesses, as a free and voluntary act for the purposes therein expressed; that said witnesses, and each of them, declare to the undersigned authority that such Last Will And Testament was executed and acknowledged by the Testator as the Testator's Last Will And Testament in their presence and that they, in the Testator's presence, at the Testator's request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of such Last Will And Testament; and that the Testator, at the time of the execution of such instrument, was of full age and of sound mind and that the witnesses were sixteen years of age or older and otherwise competent to be witnesses.

John Doe, Testator

Witness

Witness

Subscribed, sworn to and acknowledged before me by the aforesaid Testator and the aforesaid witnesses this January _____, 2002.

Notary Public in and for
said State

DURABLE POWER OF ATTORNEY (FINANCIAL)

I, John Doe, of 558 Main Street, Des Moines, Iowa, appoint my friend, Henry Smith, Denver Colorado, my Financial Agent.

I revoke any and all powers of attorney that may have been previously executed by me, but specifically excepting any Durable Power Of Attorney For Health Care which I may have previously executed.

My Financial Agent shall have full power and authority to manage and conduct all of my affairs, with full power and authority to exercise or perform any act, power, duty, right or obligation I now have or may hereafter acquire the legal right, power or capacity to exercise or perform. The power and authority of my Financial Agent shall include, but not be limited to, the power and authority:

1. To buy, acquire, obtain, take or hold possession of any property or property rights; to retain such property, whether income producing or non-income producing;
2. To sell, convey, lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild and in every way deal in and with any of my property or property rights, now or hereafter owned by me, and to establish and maintain reserves for improvements, upkeep and obsolescence; to eject or remove tenants or other persons and to recover possession of such property; to convey or encumber my homestead;
3. To pay my debts; to borrow money, mortgage and grant security interests in property; to complete, extend, modify or renew any obligations, either secured, unsecured, negotiable or non-negotiable, at a rate of interest and upon terms satisfactory to my Financial Agent; to lend money, either with or without collateral; to extend or secure credit; to guarantee and insure the performance and payment of obligations of another person or entity;
4. To open, maintain or close accounts, brokerage accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking or lending institution in regard to any of my accounts or certificates of deposit; to write checks, make deposits, make withdrawals and obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America; to sell or cash U.S. Treasury Securities and Series E, EE, H and HH Bonds;

5. To have full access to any safety deposit boxes and their contents;
6. To pay all city, county, state or federal taxes and to receive appropriate receipts therefor; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Financial Agent full power to do everything necessary to be done and to receive refund checks; to execute waivers of the statute of limitations and to execute closing agreements on my behalf;
7. To act as proxy, with full power of substitution, at any corporate meeting and to initiate corporate meetings for my benefit as stockholder, in respect to any stocks, stock rights, shares, bonds, debentures or other investments, rights or interests;
8. To invest, re-invest, sell or exchange any assets owned by me and to pay the assessments and charges therefor; to obtain and maintain life insurance upon my life or upon the life of anyone else; to obtain and maintain any other types of insurance policies; to continue any existing plan of insurance or investment;
9. To defend, initiate, prosecute, settle, arbitrate, dismiss or dispose of any lawsuits, administrative hearings, claims, actions, attachments, injunctions, arrests or other proceedings, or otherwise participate in litigation which might affect me;
10. To carry on my business or businesses; to begin new businesses; to retain, utilize or increase the capital of any business; to incorporate or operate as a general partnership, limited partnership or sole proprietorship any of my businesses;
11. To employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, realtors, appraisers, salesmen and agents;
12. To apply for benefits and participate in programs offered by any governmental body, administrative agency, person or entity;
13. To transfer to the Trustee of any revocable trust created by me, if such trust is in existence at the time, any and all property of mine (excepting property held by me and any other person as joint tenants with full rights of survivorship), which property shall be held in accordance with the terms and provisions of the agreement creating such trust;

14. To disclaim any interest in property passing to me from any person or entity;

15. To make gifts of any of my property or assets to members of my family; and to make gifts to such other persons or religious, educational, scientific, charitable or other nonprofit organizations to whom or to which I have an established pattern of giving.

This Power of Attorney is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers shall not limit or restrict the general and all inclusive powers that I have granted to my Financial Agent. All references to property or property rights herein shall include all real, personal, tangible, intangible or mixed property. Words and phrases set forth in this Power of Attorney shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

My Financial Agent shall not be liable for any loss sustained through an error of judgment made in good faith, but shall be liable for willful misconduct or breach of good faith in the performance of any of the provisions of this Power of Attorney.

Any authority granted to my Financial Agent, however, shall be limited so as to prevent this Power of Attorney (a) from causing my Financial Agent to be taxed on my income; (b) from causing my estate to be subject to a general power of appointment (as that term is defined by Section 2041 of the Internal Revenue Code of 1986, as amended) by my Financial Agent; and (c) from causing my Financial Agent to have any incidents of ownership (within the meaning of Section 2042 of the Internal Revenue Code of 1986, as amended) with regard to any life insurance policies on the life of my Financial Agent.

My Financial Agent understands that this Power of Attorney is given without any express or implied promise of compensation to said Financial Agent. Any services performed as my Financial Agent will be done without compensation, either during my lifetime or upon my death, but my Financial Agent shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this Power of Attorney.

Upon my request or the request of any conservator appointed on my behalf or the personal representative of my estate, my Financial Agent shall provide a complete accounting as to all acts performed pursuant to this Power of Attorney.

This Power of Attorney shall become effective only in the event of my disability or incapacity, unless I have, while not disabled, revoked this power of attorney in writing. I shall be considered to be disabled or incapacitated when in the opinion of my attending physician I am unable to adequately manage my business and financial affairs. This power of attorney shall remain in effect until my physician certifies that my disability or incapacity has terminated. If I shall become disabled or incapacitated and am later certified to have regained the ability to adequately manage my business and financial affairs, this power of attorney shall remain valid as to any subsequent determination of disability or incapacity and may again become effective as described above.

Executed on January _____, 2002, at Des Moines, Iowa.

John Doe

Witness

Witness

IOWA DECLARATION

If I should have an incurable or irreversible condition that will cause my death within a relatively short time or a state of permanent unconsciousness from which, to a reasonable degree of medical certainty, there can be no recovery, it is my desire that my life not be prolonged by administration of life-sustaining procedures. If my condition is terminal and I am unable to participate in my health care decisions regarding my medical treatment, I direct my attending physician to withhold or withdraw life-sustaining procedures that merely prolong the dying process and are not necessary to my comfort or freedom from pain.

Additional, specific directions (if any):

Signed this January _____, 2002.

John Doe

Residence: 558 Main Street, Des Moines, Iowa

The declarant is known to me and voluntarily signed this document in my presence. I further declare that I am not a relative of the declarant by blood, marriage or adoption (within the third degree of consanguinity).

Witness

Address

Witness

Address

IOWA DURABLE POWER OF ATTORNEY FOR HEALTH CARE

I, John Doe, of 558 Main Street, Des Moines, Iowa hereby appoint my friend, Henry Smith, Denver Colorado, telephone number 303-111-1111, as my attorney in fact (my "agent") to make health care decisions for me. This power exists only when I am unable, in the judgment of my attending physician, to make those health care decisions. The attorney in fact must act consistently with my desires as stated in this document or otherwise made known.

In the event the person I designate above is unable, unwilling or unavailable to act as my health care agent, I hereby designate _____,
_____, telephone number _____.

Except as otherwise specified in this document, this document gives my agent the power, where otherwise consistent with the law of this state, to consent to my physician not giving health care or stopping health care which is necessary to keep me alive.

This document gives my agent power to make health care decisions on my behalf, including to consent, to refuse to consent, or to withdraw consent to the provision of any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition. This power is subject to any statement of my desires and any limitations included in this document.

My agent has the right to examine my medical records and to consent to disclosure of such records.

Optional instructions:

I, John Doe, the principal, sign my name to this instrument this January _____, 2002, and being first duly sworn, do hereby declare to the undersigned that I am eighteen years of age or older, of sound mind, and under no undue constraint or influence.

John Doe

WITNESS STATEMENT

I declare that the person who signed or acknowledged this document is personally known to me, that he/she signed or acknowledged this durable power of attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud or undue influence. I am not the person designated as attorney in fact by this document, nor am I the principal's health care provider or an employee of the principal's health care provider. I am at least eighteen years of age. I further declare that I am not a relative of the principal by blood, marriage or adoption (within the third degree of consanguinity).

Witness

Address

Witness

Address

MEDICAL DIRECTIVE

This Medical Directive expresses, and shall stand for, my wishes regarding medical treatments in the event that illness should make me unable to communicate them directly. I make this Directive, being 18 years or more of age, of sound mind, and appreciating the consequences of my decisions.

	I want	I want treatment tried. If no clear improvement stop	I am not decided	I do not want
Cardiopulmonary Resuscitation: if at the point of death, using drugs and electric shock to keep the heart beating	—	—	—	—
Mechanical Breathing: breathing by machine	—	—	—	—
Artificial Nutrition and Hydration: giving nutrition and fluid through a tube in the veins, nose or stomach	—	—	—	—

	I want	I want treatment tried. If no clear improvement stop	I am not decided	I do not want
Major Surgery: such as removing the gall bladder or part of the intestines	—	—	—	—
Kidney Dialysis: cleaning the blood by machine or by fluid passed through the belly	—	—	—	—
Chemotherapy: using drugs to fight cancer	—	—	—	—
Minor Surgery: such as removing some tissue from an infected toe	—	—	—	—

	I want	I want treatment tried. If no clear improvement stop	I am not decided	I do not want
Invasive Diagnostic Tests: such as using a flexible tube to look into the stomach	—	—	—	—
Blood or Blood Products: such as giving transfusions	—	—	—	—
Antibiotics: using drugs to fight infection	—	—	—	—
Simple Diagnostic Tests: such as performing blood tests or x-rays	—	—	—	—
Pain Medications: even if they dull consciousness and indirectly shorten my life	—	—	—	—

INSTRUCTIONS FOR SIGNING YOUR DOCUMENTS

1. Your Last Will And Testament

a. Gather your three witnesses together. All witnesses must be 16 years of age or older. **NO BENEFICIARY SHOULD EVER BE A WITNESS.** A notary public should serve as the third witness.

b. You should tell the witnesses that you are about to sign your Last Will And Testament and request the witnesses to witness your signature. It is not necessary, or even desirable, that they should read it. With all the witnesses looking on, sign and date your Last Will And Testament. **NOTE: THERE ARE TWO PLACES FOR YOU TO SIGN.** Sign exactly as your name is typed. Do not leave the room or permit any of your witnesses to leave the room, until all the signing is over.

c. Have the witnesses read the attestation clause (which is immediately below your first signature). Write the date in the attestation clause. Have each witness sign on one of the lines immediately below the attestation clause and write in his/her address.

d. Two of the witnesses will need to date and sign the separate affidavit which is at the end of the Last Will And Testament. The Notary Public should then fill in the affidavit, date and sign at the end of the affidavit as Notary Public.

e. Only the original of the Last Will And Testament should be signed. The signed original of your Last Will And Testament should be kept in a safe place, such as a safe deposit box. Unsigned copies may be kept in your home or office for easy reference.

2. Your Financial Power Of Attorney

a. You should tell the witnesses that you are about to sign your Financial Power Of Attorney and request the witnesses to witness your signature. It is not necessary, or even desirable, that they should read it. With all the witnesses looking on, sign and date your Financial Power Of Attorney. Sign exactly as your name is typed. Have each witness sign on one of the lines immediately below your signature. Do not leave the room or permit any of your witnesses to leave the room, until all the signing is over.

3. Your Declaration

a. You should tell the witnesses that you are about to sign your Declaration and request the witnesses to witness your signature. It is not necessary, or even desirable, that they should read it. With all the witnesses looking on, sign and date your Declaration. Sign exactly as your name is typed. Do not leave the room or permit any of your witnesses to leave the room, until all the signing is over.

b. Have the witnesses read the witness statement (which is immediately below your signature). Have each witness sign on one of the lines immediately below the witness statement and write in his/her address.

4. Your Durable Power Of Attorney For Health Care

a. You should tell the witnesses that you are about to sign your Durable Power Of Attorney For Health Care and request the witnesses to witness your signature. It is not necessary, or even desirable, that they should read it. With all the witnesses looking on, sign and date your Durable Power Of Attorney For Health Care. Sign exactly as your name is typed. Do not leave the room or permit any of your witnesses to leave the room, until all the signing is over.

b. Have the witnesses read the witness statement (which is immediately below your signature). Have each witness sign on one of the lines immediately below the witness statement and write in his/her address.

PRIVACY STATEMENT

Your privacy is important to us and maintaining your trust and confidence is one of our highest priorities. We respect your right to keep your personal information confidential and understand your desire to avoid unwanted solicitations. In that regard those who advise on personal financial matters are required by a new federal law (Gramm-Leach-Bliley Privacy Act) to inform their clients of their policies regarding privacy of client information. We are more than happy to do so.

In the course of providing our clients with estate planning documents, we receive significant personal information. Please note that all information received from our clients is held in confidence and is not released to any other people, except as agreed to by you, or as required under applicable law.

We retain the information you furnish us so that we can better assist you in the future. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our standards to guard your personal information from unauthorized access.