

SAMPLE POUROVER WILL

FOR THE USE OF LEGAL COUNSEL ONLY

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Edward Jones Trust Company does not provide tax or legal advice. Any tax-related discussion that may be contained in this presentation or these materials is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties under the Internal Revenue Code or for the purpose of promoting, or marketing, or recommending any tax-related matters addressed herein. Nothing contained herein is intended to constitute, nor should be relied upon as, a covered opinion as defined in regulations governing practice before the Internal Revenue Service (Circular 230). Tax advice should be sought from an independent tax advisor and should be based on the taxpayer's particular circumstances.

WILL OF [NAME OF TESTATOR]

I, {Name of Testator}, a {married} {single} {man} {woman} of {Name of City}, {State of Residence} make, publish and declare this to be my Will, hereby revoking all my prior Wills and Codicils.

Comment [A1]: Insert text.

Comment [A2]: Insert text.

Comment [A3]: Alternative language – choose one.

Comment [A4]: Insert text.

Comment [A5]: Insert text.

1. Introductory Provisions.

Optional Provision – Include if Spouse

(a) References to Spouse.

I am married to {Name of Spouse}. All references herein to “my spouse” shall be deemed to refer to {Name of Spouse}.

Comment [A6]: Insert text.

Comment [A7]: Insert text.

(b) Identification of Children.

As of the date of this Will, my children are {Name of Child}, {Name of Child} and {Name of Child}, and I have no deceased children who died having descendants.

Comment [A8]: Insert text.

Comment [A9]: Insert text.

Comment [A10]: Insert text.

(c) Statement Concerning Trust.

{My spouse and} I created the {Name of Trust} Revocable Trust, executed {earlier on this date} {on {Date of Trust} as amended by {Number of Amendment} Amendment thereto executed} and now in existence, to be held, administered and distributed as a part thereof. All references to the {Name of Trust} Revocable Trust are to the {Name of Trust} Revocable Trust, as it may be amended from time to time hereafter.

Comment [A11]: Optional language.

Comment [A12]: Insert text.

Comment [A13]: Insert text.

Comment [A14]: Insert text.

Comment [A15]: Alternative language – choose one.

Comment [A16]: Insert text.

Comment [A17]: Insert text.

Optional Provision – For Married Testator in Community Property State Only

(d) Property Disposed of by Will.

I confirm to my spouse my spouse’s interest in our community property. I intend by this Will to dispose of all property that I am entitled to dispose of by this Will, including all of my separate property and my one-half interest in our community property.

2. Payment of Debts, Expenses and Taxes.

The Trustees of the {Name of Trust} Revocable Trust have been {authorized} {directed} to pay all my debts, presented to and approved by my Personal Representatives or the Trustees within the period of time specified by law for filing claims against my estate or otherwise allowed by a court of competent jurisdiction as a

Comment [A18]: Insert text.

Comment [A19]: Alternative language – choose one.

claim against my estate, all expenses and fees incurred in connection with the administration of my estate, including attorneys' and accountants' fees, and **[all]** **[certain]** death taxes assessed by governmental authority by reason of my death. To the extent said items are not so paid, I direct my Personal Representatives to pay them out of the residue of my estate, without contribution or reimbursement.

Comment [A20]: Alternative language – choose one.

3. Disposition of Tangible Personal Property.

I give all tangible personal property that I own at the time of my death, including but not limited to furniture and furnishings, books, pictures, silverware, automobiles, jewelry, wearing apparel and items of household or personal use, excluding, however, any tangible personal property held primarily for investment, or used or held for sale in a business, **[as follows:**

(1) to my spouse, if my spouse survives me;

(2) if my spouse does not survive me, such property shall be distributed **[as equally as practicable (based on value) to those of my children who survive me.] [as equally as practicable (based on value) to those of my descendants who survive me, per stirpes.]** My Personal Representatives shall permit such distributees (or the person having custody of any distributee who is under age 18 on behalf of such distributee) to divide such property among themselves, but if they do not agree within six months following my death, such property shall be divided through a selection process in which the distributees choose one item at a time, with the distributees choosing in the order of their ages starting with the oldest distributee first, until all items of such property have been selected.

Comment [A21]: Optional language.

Comment [A22]: Alternative language – choose one.

4. Transfer of Residue of Estate to Revocable Trust.

All the rest of my property, excluding any property over which I may have a power of appointment, I give to the Trustees of the **{Name of Trust}** Revocable Trust. If the **{Name of the Trust}** Revocable Trust is hereafter revoked or for any other reason is not in existence at the time of final distribution of my estate, I give said rest of my property to **[my spouse and]** EDWARD JONES TRUST COMPANY, IN TRUST, to be held, administered and distributed in accordance with the terms and conditions set forth in the **[instrument] [instruments]** which established **[and amended]** said **{Name of Trust}** Revocable Trust (including all provisions therein relating to successor Trustees), which **[instrument is] [instruments are]** incorporated herein by reference.

Comment [A23]: Insert text.

Comment [A24]: Insert text.

Comment [A25]: Optional language.

Comment [A26]: Alternative language – choose one.

Comment [A27]: Optional language.

Comment [A28]: Insert text.

Comment [A29]: Alternative language – choose one.

Comment [A30]: Insert text.

Comment [A31]: Alternative language – choose one.

Comment [A32]: Insert text.

Comment [A33]: Alternative language – choose one.

Comment [A34]: Alternative language – choose one.

Comment [A35]: Insert text.

Comment [A36]: Insert text.

5. General Administrative Provisions.

(a) Personal Representatives.

I appoint **[my spouse, {Name of Spouse}] {Name of Personal Representative}** Personal Representative of my estate. In the event of the death or resignation of **[my spouse] {Name of Personal Representative}**, or the failure or incapacity of **[my spouse] {Name of Personal Representative}** to act as Personal Representative, then **{Successor Personal Representative}** and then **{Successor Personal Representative}**, in the order named, shall serve as successor Personal

Representative.

(b) Independent Administration.

I authorize my Personal Representatives to elect to administer my estate without adjudication, order or direction of the court, to the full extent permitted by applicable law.

(c) Power to Act as Ancillary Personal Representative.

If ancillary administration of my estate outside the State of **{State of Residence}** should be considered advisable in the opinion of my Personal Representatives, they shall act as ancillary administrators, but if they are unable to act as such, then they are authorized to appoint such person or corporation as they may select as such ancillary administrator. The expenses of such ancillary administration shall be paid out of my domiciliary residuary estate.

Comment [A37]: Insert text.

(d) Waiver of Bond.

No Personal Representative hereunder shall be required to post bond or other security for the performance of his, her or its services as such.

(e) Compensation.

Each individual Personal Representative **[, other than my spouse,]** shall receive reasonable compensation for his or her services. Any corporate Personal Representative shall be entitled to be compensated as provided in its published schedule of fees in effect when its services as Personal Representative are rendered.

Comment [A38]: Optional language.

6. Powers of Personal Representative.

I direct that my Personal Representatives shall have all powers granted by common law or statute, and in addition shall have the following powers.

(a) Sale of Assets.

My Personal Representatives shall have the power to sell, with or without notice, at either public or private sale, all property not specifically bequeathed herein, including real property, which I may own at the time of my death, during the period of administration of my estate, adding the proceeds to my estate. In so doing, my Personal Representatives may employ the services of an agent or broker. My Personal Representatives may also employ the services of such appraisers for my real and personal property as my Personal Representatives, in their discretion, may deem to be necessary or appropriate.

(b) Payment of Shipping Costs.

My Personal Representatives **[, in their discretion, may] [shall]** pay the costs (including insurance during transit) of crating and transporting any tangible personal property bequeathed under Section 3.

Comment [A39]: Alternative language – choose one.

(c) Distribution to Incapacitated Beneficiaries.

Whenever my Personal Representatives are required or permitted hereunder to make any distribution of principal or Income to a beneficiary who is then incapacitated, they may, in their discretion, distribute the money or other property (1) directly to such beneficiary, (2) to the legal representative of such beneficiary, (2) to a revocable trust established by the beneficiary, (4) to any person then having custody of such beneficiary, or (5) to any person or qualified corporation the Trustees may select as custodian for such beneficiary under a Transfers to Minors Law, Gifts to Minors Law, Adult Personal Custodian Law or Custodial Trust Act or other similar statute of any jurisdiction, and the receipt of such beneficiary, other person or qualified corporation, as the case may be, shall constitute a full discharge and release of liability to the Personal Representatives.

(d) Investment of Surplus Funds.

My Personal Representatives shall have the power to invest and reinvest any surplus moneys of my estate in any kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, interest-bearing accounts, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds, index funds or common trust funds, including funds administered by any corporate Personal Representative, and mortgage participations, which persons of prudence, discretion, and intelligence acquire for their own account.

7. Tax Directions.

(a) Tax Treatment of Administrative Expenses.

My Personal Representatives may elect to use administrative expenses as a deduction for Federal estate or income tax purposes, regardless of the effect thereof on any of the interests under this Will or otherwise, and no compensating adjustment shall be made either as between income and principal or in the amount of any gift hereunder.

(b) Authorization to Make Marital Deduction Election.

My Personal Representatives shall follow the directions of the Trustees of the {Name of Trust} Revocable Trust concerning the election to qualify all or any portion of the trust estate created under the {Name of Trust} Revocable Trust for the Federal estate tax marital deduction allowed to my estate with respect to any qualified terminable interest property, regardless of the effect it may have on my Residuary Estate or the interests passing under the {Name of Trust} Revocable Trust and may be made in the form of a protective election to the extent allowed in the Code or Treasury Regulations. In determining whether, and to what extent, such an election is to be made, the decision of the Trustees of the {Name of Trust} Revocable Trust shall be binding and conclusive upon all persons whomsoever.

Comment [A40]: Insert text.

Comment [A41]: Insert text.

Comment [A42]: Insert text.

Comment [A43]: Insert text.

(c) Generation-Skipping Transfer Tax Provisions.

My Personal Representatives shall follow the directions of the Trustees

of the **{Name of Trust}** Revocable Trust concerning any allocation of all or any part of the generation-skipping transfer tax exemption provided by Chapter 13 of the Code, and available to me or my estate among any generation-skipping transfers made by me and subject to tax under Chapter 13.

Comment [A44]: Insert text.

Optional Provision to Designate Guardians

8. Guardians for Minor Children.

In the event my spouse should not survive me, I recommend the appointment of **{Name(s) of Guardian(s)}** **[or the survivor of them,]** as **[guardian]** **[guardians]** of the estates and persons of those of my children who are then under the age of majority, to serve without bond. Should **{Name of Guardian}** **[both]** be or become unable or unwilling to serve as guardian, then I recommend the appointment of **{Name of Guardian}** as successor guardian, without bond.

Comment [A45]: Insert text.

Comment [A46]: Optional language.

Comment [A47]: Alternative language – choose one.

Comment [A48]: Alternative language – choose one.

Comment [A49]: Insert text.

9. Special Provisions Relating to Edward Jones Trust Company.

I recognize that EDWARD JONES TRUST COMPANY is a subsidiary of the Jones Financial Companies, L.L.L.P., a Missouri limited liability limited partnership, domiciled in the state of Missouri. While EDWARD JONES TRUST COMPANY is serving as a Personal Representative hereunder, the following additional provisions shall apply, and to the extent of any inconsistency between the following provisions and the other provisions of this document, these provisions shall control.

(a) Permitted Activities.

EDWARD JONES TRUST COMPANY and any subsidiary or affiliate of the Jones Financial Companies, L.L.L.P. (hereinafter referred to collectively as an “Affiliate”) may deal between my estate and themselves or any other Affiliate in any principal or agency transaction, either party acting in any capacity, in buying, selling, pledging, leasing, and exchanging assets, in furnishing or receiving goods, services, or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their discretion, such transaction shall be in the best interests of the beneficiaries of my estate. The foregoing shall apply regardless of any compensation, gain, or profit derived by any Affiliate acting in any capacity in connection with any such transaction. Any Affiliate may furnish services to my estate in any capacity as may be necessary or desirable in my Personal Representatives’ sole discretion for the proper management, protection and sale or other disposition of any part of my estate, and may receive customary and reasonable compensation for services in any such capacity without reduction for any compensation paid to EDWARD JONES TRUST COMPANY for its services as Personal Representative. Edward Jones Trust Company may, from time to time, hold or invest assets in mutual funds, money market funds, annuities or other investments. The fund management companies and their affiliates engaged in operating and distributing such funds or investments receive various commissions or fees for their services as described in the respective funds’ prospectus, and such

commissions or fees are separate from and will not affect the fees due Edward Jones Trust Company. A portion of such fees received by the fund management companies and their affiliates may, in turn, be paid to Edward Jones Trust Company or its affiliates, including but not limited to the Edward Jones brokerage firm, for administrative, recordkeeping or shareholder services as and to the extent authorized by Rule 12b-1 under the Investment Company Act of 1940, as amended, or otherwise approved by the fund and its directors. Additionally, Edward Jones Trust Company, or its affiliates, including but not limited to the Edward Jones brokerage firm, may receive certain payments known as "revenue sharing" from certain mutual fund management companies. Such payments may be based on the average asset values or the sales of fund shares during an applicable period. To the extent the above described fees or payments arise from assets held by Edward Jones Trust Company, they may be retained by or credited to the firm without reducing the amount of fees payable to Edward Jones Trust Company by the accounts holding such investments. In the event that any person employed by EDWARD JONES TRUST COMPANY or any Affiliate shall also be acting as an officer or director of any corporation in which my estate may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he or she were not employed by EDWARD JONES TRUST COMPANY or Affiliate, and shall not be disqualified from voting for his or her election to such officer or for membership on the board of directors by reason of such employment or by reason of receiving compensation for such employment.

(b) Powers Regarding Affiliates.

EDWARD JONES TRUST COMPANY shall have the following specific powers as to my estate and may exercise the same in its sole discretion without court order or approval: (1) to engage the services of any Affiliate, and, without limiting the generality of this authorization, the services of Edward Jones, its main operating subsidiary, with respect to the following matters: (i) To manage or advise on the investments of my estate; (ii) to invest the assets of my estate in any financial instrument or investment vehicle sold, managed, advised, or currently distributed, underwritten or issued by any Affiliate, including but not limited to money market funds, mutual funds, and certificates of deposit; provided, however that such investment is a qualified investment for a corporate fiduciary under Missouri law; (iii) to act as a broker or dealer to execute transactions and to provide other services with respect to my estate, including the purchase of any stocks, bonds or other securities, insurance, annuities and any other financial instruments or investment vehicles currently distributed, underwritten or issued by any Affiliate; (iv) to perform custody and recordkeeping functions on behalf of EDWARD JONES TRUST COMPANY; and (v) to pay for services rendered by any Affiliate from the assets of my estate as an expense of my estate, without diminution of any payment that EDWARD JONES TRUST COMPANY may receive as Personal Representative, and recognizing that EDWARD JONES TRUST COMPANY may also receive credit or other compensation from any Affiliate for services EDWARD JONES TRUST COMPANY may perform, and may exchange services with any Affiliate; (2) to cause or permit all or any part of my estate to be held, maintained or managed in

accounts or deposits administered in any jurisdiction inside or outside the United States of America, and to hold any trust property in the name of its nominee or nominee of any Affiliate; and (3) to submit to binding arbitration, at its discretion, any claim or dispute that may arise with respect to administration of my estate by EDWARD JONES TRUST COMPANY or any related actions of any Affiliate.

(c) Nonpublic Information; No Duty to Act.

EDWARD JONES TRUST COMPANY shall be under no duty and shall not be liable to any beneficiary for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which EDWARD JONES TRUST COMPANY, in its corporate capacity or otherwise, may have acquired any information which has not been disclosed to the public. In this regard, information required by any Affiliate shall not be imputed to EDWARD JONES TRUST COMPANY.

10. Definitions and Miscellaneous Provisions.

(a) Headings.

The section headings and table of contents contained herein are provided for convenience and reference use only and shall not affect in any way the meaning or interpretation of any provision of this my Will.

(b) Incapacity.

A person shall be deemed to have an Incapacity or to be Incapacitated when (1) such person is unable to conduct business affairs, which inability shall be deemed to exist or to terminate when so certified in writing by a physician then attending the person to whom such certification applies, (2) such person is under age 21, or (3) such person has been missing for longer than 60 days and cannot be located with reasonable effort.

(c) Treasury Regulations.

"Treasury Regulations" or "Treas. Regs." shall mean the regulations pertaining to the Code published under 26 CFR as in effect on the date of execution of this Will, or, in the event that any such regulation is amended or superseded thereafter, to the regulation (or any successor regulation) as so amended.

(d) Governing Law.

The validity, construction and interpretation of this Will shall be determined in accordance with the laws of **{State of Residence}**.

Comment [A50]: Insert text.

IN WITNESS WHEREOF, I have executed this Will this ____ day of _____, 200__.

{Name of Testator}

Comment [A51]: Insert text.

We, the undersigned, hereby certify that the above named **{Name of Testator}**, on the day and year last above written, signed the foregoing instrument in our presence, and published and declared the same to be the Testator's Will, and we, at the same time, at the Testator's request, in the Testator's presence and in the presence of each other, have hereunto set our hands as subscribing witnesses, and we further certify that at said time the Testator was of sound and disposing mind and memory.

Comment [A52]: Insert text.

_____ of _____

_____ of _____

_____ of _____

STATE OF _____)

ss.

COUNTY OF _____)

Before me, the undersigned authority, on this _____ day of _____, 200__ personally appeared **{Name of Testator}**, _____, _____, known to me to be the testator and witnesses, respectively, whose names are subscribed in the annexed or foregoing instrument in their respective capacities and, all of said persons being by me first duly sworn, said testator declared to me and to the said witnesses in my presence that said instrument is the Testator's Last Will and Testament and that the Testator had willingly made and executed it as the Testator's free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of said testator that the said testator had declared to them that said instrument is the Testator's Last Will and Testament, and that the Testator executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of each other and in the presence of the Testator and at the Testator's request, and that said testator at that time possessed the rights of majority, was of sound mind and under no restraint.

Comment [A53]: Insert text.

{Name of Testator}

Comment [A54]: Insert text.

Witness

Witness

Name of Witness

Subscribed, acknowledged and sworn to before me by **{Name of Testator}**, Testator, and _____, and _____, witnesses, this ____ day of _____, 200__.

Comment [A55]: Insert text.

Notary Public

My commission expires:

SPOUSE'S CONSENT

I, **{Name of Spouse}**, do hereby consent to each and all of the terms and provisions of the foregoing Last Will and Testament of my spouse, **{Name of Testator}**, and the Revocable Trust referred to therein, and, having been fully advised of my rights under the law and being fully acquainted therewith, do hereby accept the provision made in said Will for me, expressly waiving any and all rights that I have or might have as the Testator's spouse in or to the Testator's property under the law. In witness whereof, I have hereunto subscribed my name in the presence of three witnesses in the City of **{Name of City}**, County of **{Name of County}**, State of **{Name of State}**, this ____ day of _____, 200__.

Comment [A56]: Insert text.

Comment [A57]: Insert text.

Comment [A58]: Insert text.

Comment [A59]: Insert text.

Comment [A60]: Insert text.

{Name of Spouse}

Comment [A61]: Insert text.

Witness

Witness

Witness

STATE OF _____)
)
COUNTY OF _____) SS.

Before me, the undersigned authority, on this day personally appeared [Name of Spouse], and [Name of Spouse], known to me to be the spouse of the said testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me first duly sworn, said [Name of Spouse], spouse of the testator, declared to me and to the said witnesses in my presence that said instrument is his/her consent to his/her spouse's Will, and that he/she had willingly made and executed it as his/her free and voluntary act and deed for the purposes therein expressed, and the said witnesses, on their oath each stated to me, in the presence and hearing of the said spouse of said testator, that the said spouse of the testator had declared to them that said instrument is his/her consent to his/her spouse's Will, and that he/she executed same as such and wanted each of them to sign it as a witness; and upon their oath each witness stated further that they did sign the same as witnesses in the presence of each other and in the presence of the spouse of the testator and at his/her request, and that said spouse of said testator at that time possessed the rights of majority, was of sound mind and under no restraint.

Comment [A62]: Insert text.

Comment [A63]: Insert text.

{Name of Spouse}

Comment [A64]: Insert text.

Witness

Witness

Witness

Subscribed, acknowledged and sworn to before me by **{Name of Spouse}**, spouse of said testator, and _____, _____, and _____

Comment [A65]: Insert text.

_____, witnesses, this _____ day of _____, 200__.

Notary Public

My commission expires:

1/05 Version-Revised 10/05;7/06

SAMPLE