

**LAST WILL AND TESTAMENT  
OF**

[REDACTED]

I, [REDACTED] a citizen of the United States and a domiciliary of State of Georgia, born on [REDACTED] revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

**ARTICLE I**

**Family Information**

I am married to [REDACTED] born on [REDACTED] and any reference to my Husband shall be to him. My children born before the date of this Will are [REDACTED] [REDACTED] born on [REDACTED] and [REDACTED] born on [REDACTED] My grandchild born before the date of this Will is [REDACTED] born on [REDACTED] [REDACTED]

**ARTICLE II**

**Tangible Personal Property**

A. **Gift to Husband.** I give my 2014 Honda Accord. If my Husband does not survive me, my 2014 Honda Accord is to be sold for at least its fair market value and added to the estate.

B. **General Gift of Tangible Personal Property.** I give all my tangible personal property (other than items effectively disposed of above) to my Husband. If my Husband does not survive me, my Executor is authorized to sell any such property that my Executor may determine I would not wish to have preserved for my children and to add the proceeds of sale to my estate. I give the balance of such property to such of my children as survive me, in equal shares.

1. **If My Son Does Not Survive.** If my son, [REDACTED] does not survive me, then his share shall go to his child or children in equal shares if such child or children exists at the time of my death. If my son, [REDACTED] does not survive me and dies without any children, then his share shall be distributed in the following proportions:

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\_\_\_\_\_ [REDACTED]

a. FIFTY PERCENT (50%) of his share shall go to my daughter,

b. FIFTY PERCENT (50%) of his share shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

2. **If My Daughter Does Not Survive.** If my daughter, [REDACTED] does not survive me, then her share shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

3. **If My Son and Daughter Do Not Survive.** If neither my son nor my daughter survive me, then their share shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

C. **Tangible Personal Property.** The term "tangible personal property" means personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like, but does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency, and cash or bullion. The term "tangible personal property" does not include personally held art, antiques, stamp and coin collections and other collectibles.

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

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

### ARTICLE III

#### Real Property

A. **Unconditional Gift.** I give the following items to the recipients set forth below:

1. **If My Son Survives.** FIFTY PERCENT (50%) of my interest in my real property in [REDACTED] to my son, [REDACTED]

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2. **If My Son Does Not Survive.** If my son, [REDACTED] does not survive me, then his portion of my real property in [REDACTED] shall go to his child or children in equal shares if such child or children exist at the time of my death. If my son, [REDACTED] does not survive me and dies without any children, then his portion of my real property shall be disposed of in the following proportions:

a. FIFTY PERCENT (50%) of his interest in my real property in [REDACTED] shall go to my daughter, [REDACTED]

b. FIFTY PERCENT (50%) of his interest in my real property in [REDACTED] shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

3. **If My Daughter Survives.** FIFTY PERCENT (50%) of my interest in my real property in [REDACTED] to my daughter, [REDACTED]

4. **If My Daughter Does Not Survive.** If my daughter, [REDACTED] does not survive me, then her portion of my real property in [REDACTED] shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

5. **If My Son and Daughter Do Not Survive.** If neither my son nor my daughter survive me, then my interest in my real property in [REDACTED] shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

B. **General Gift of Real Property.** I give all my real property (other than items effectively disposed of above) to my Husband, if he survives me. If my Husband does not survive me, my Executor is authorized to sell any such property that my Executor may determine I would not wish to have preserved for my children and to add the proceeds of sale to my estate. I give the balance of such property to such of my children as survive me, in equal shares.

1. **If My Son Does Not Survive.** If my son, [REDACTED] does not survive me, then his share of the proceeds shall go to his child or children if such child or children exist at the time of my death. If my son, [REDACTED] does not survive me and dies without any children, then his portion of the proceeds shall be disposed of in the following proportions:

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\_\_\_\_\_ [REDACTED]

a. FIFTY PERCENT (50%) of his share in the proceeds shall go to my daughter, [REDACTED]

b. FIFTY PERCENT (50%) of his share of the proceeds shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

2. **If My Daughter Does Not Survive.** If my daughter, [REDACTED] does not survive me, then her share of the proceeds shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

3. **If My Son and Daughter Do Not Survive.** If neither my son nor my daughter survive me, then their share of the proceeds shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

C. **Real Property Definition.** A gift of "real property" or of a "residence" includes all my right, title and interest in any such property and in all adjoining lands and my rights under any related insurance policies or the proceeds of such policies.

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

#### ARTICLE IV Pecuniary Gift

A. **Conditional Pecuniary Gift.** If my Husband does not survive me, I give to the Trustee of the Testamentary Trust for [REDACTED] under this instrument, the sum of [REDACTED], to be held pursuant to the terms of that trust.

B. **General Provisions Regarding Conditional Pecuniary Gift.** If my Husband survives me so that this pecuniary gift does not take effect, I request that he consider making gifts to each beneficiary who survives me equal to the pecuniary gift and to consider making such gifts in trust if I have so provided for a trust for such beneficiary in this Article.

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\_\_\_\_\_ [REDACTED]

C. **Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article, including a gift in trust for the benefit of an individual, shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

## ARTICLE V

### Residue

I dispose of my Residuary Estate, including any property mentioned above but not effectively disposed of, as follows:

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

B. **If My Husband Does Not Survive.** If my Husband does not survive me, I give my Residuary Estate to my children in the following proportions: FIFTY PERCENT (50%) to my son, [REDACTED] and FIFTY PERCENT (50%) to my daughter, [REDACTED]

C. **If My Son Does Not Survive.** If my son, [REDACTED] does not survive me, then his share shall go to his child or children if such child or children exist at the time of my death. If my son, [REDACTED] does not survive me and dies without any children, then his share of my Residuary Estate shall be disposed of in the following proportions:

1. FIFTY PERCENT (50%) of his share of my Residuary Estate shall go to my daughter, [REDACTED]

2. FIFTY PERCENT (50%) of his share of my Residuary Estate shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

D. **If My Daughter Does Not Survive.** If my daughter, [REDACTED] does not survive me, then her share of my Residuary Estate shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

E. **If My Son and Daughter Do Not Survive.** If neither my son nor my daughter survive me, then their share of my Residuary Estate shall go to the Trustee of the Testamentary Trust for [REDACTED] under this instrument to be held pursuant to the terms of that trust.

F. **Simultaneous Death.** If my Husband and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, he shall be deemed to have survived me for purposes of this Article. Further, my Husband shall be deemed to have survived me if he actually survives me for any period of time, however short.

## ARTICLE VI

### Testamentary Trust For [REDACTED]

Property that is to be held in the Testamentary Trust For [REDACTED] shall be held under this Article, and all references to the "Testamentary Trust For [REDACTED]" shall be to the trust held under this Article.

A. **Intent of the Trust.** The intent of this Trust is to provide funds for [REDACTED] higher education (including, but not limited to: college courses, vocational school, and/or trade school) and related expenses. Higher education and expenses include, but are not limited to: tuition, enrollment fees, room and board, textbooks, school supplies, equipment (such as a laptop and printer), and transportation.

B. **During the Beneficiary's Life.** The following provisions shall apply during the life of my grandson, [REDACTED] (the "Beneficiary"):

1. The Trustee may, but shall not be required to, distribute to the Beneficiary as much of the net income and principal of the trust as the Trustee may from time to time select for the recipient's health education, maintenance, or support in his accustomed manner of living.
2. Any net income not so distributed shall be accumulated and annually added to principal.
3. The Trustee shall distribute to the Beneficiary the principal of the trust as soon as practicable after the Beneficiary has attained the age of twenty-eight (28).
4. The Trustee shall distribute, upon the Beneficiary's death, to the estate of the Beneficiary (and not pursuant to the paragraph below entitled "Upon Beneficiary's Death")

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below) any principal, and any income attributable thereto, that was subject to distribution to the Beneficiary at the time of the Beneficiary's death and not yet distributed to the Beneficiary.

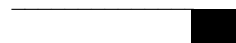
5. Without limiting the Trustee's discretion, the Trustee may consider the needs of the Beneficiary as more important than the needs of the Beneficiary's descendants or of any other beneficiary.

6. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made from any trust for a Beneficiary that is exempt from Federal generation-skipping transfer tax (a "GST Exempt Trust") until the principal of any trust that is not exempt from Federal generation-skipping transfer tax (a "GST Non-Exempt Trust") for that Beneficiary is exhausted, unless there is a compelling reason to do so.

C. **Upon the Beneficiary's Death.** Upon the Beneficiary's death, the property then held in his or her trust shall be set aside and divided into shares by right of representation for the Beneficiary's descendants then living, and each share so set aside shall be held as a separate trust by the Trustee of this trust, to be disposed of under the terms of this Article, the individual for whom the share is set aside to be the Beneficiary of the trust. If there is no descendant of the Beneficiary living upon the Beneficiary's death, the property then held in his or her trust shall be distributed in accordance with the provisions of this Will regarding the disposition of my Residuary Estate as though my death occurred immediately after the death of the Beneficiary and my Husband did not survive me.

D. **Termination of the Trust.** Upon the Beneficiary reaching the age of twenty-eight (28) years, this trust shall terminate and the remaining trust property shall be distributed to the Beneficiary of this trust.

E. **Maximum Duration for Trusts.** Any trust under this Article still in existence upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Will shall thereupon terminate and the remaining trust property shall be distributed to the Beneficiary of this trust.



**ARTICLE VII**  
**Takers of Last Resort**

My Executor or the Trustee shall distribute any property that is not otherwise disposed of under this Will to the Testamentary Trust for [REDACTED]

**ARTICLE VIII**  
**Maximum Duration for Trusts**

The Maximum Duration for Trusts shall be the earlier of (i) the date of death of the last to die of the individual beneficiaries of any trust hereunder living at any time; (ii) when the Beneficiary reaches the age of twenty-eight (28) years; and (ii) three hundred sixty (360) years from my death.

**ARTICLE IX**  
**Spendthrift Provision**

A. **No Assignment.** Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities or creditor claims, assignment or anticipation.

B. **Protection from Creditors.** If the Trustee shall determine that a beneficiary would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. **Protection from Marital Claims.** All benefits granted to a beneficiary under this instrument shall be the separate and individual property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control or marital power of,

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his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder.

D. **Limitation of Court's Authority.** No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income beneficiary hereunder notwithstanding any applicable state statute.

## ARTICLE X Payment of Death Taxes

A. **All Apportioned Except Preresiduary Gifts.** All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Secs. 2031(c)(5)(C) or 2032A(c), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority with respect to property passing under this Will, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of the residue of my estate as an administration expense. Such taxes on property not passing under this Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

B. **Specific Reference to Code Sections.** I hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

C. **Apportionment Prevails Over Abatement.** If payment of taxes from my Residuary Estate in accordance with the foregoing exhausts the share or shares of my Residuary

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Estate that generate the tax, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

**ARTICLE XI**  
**Executor Appointments**

A. **Appointment of Initial Executor.** I appoint my Husband, [REDACTED] of [REDACTED], to serve as Executor hereunder.

B. **Appointment of First Level Successor Executor.** I appoint my son, [REDACTED] of [REDACTED], to serve as Executor hereunder when all other Executors previously appointed have failed to qualify or ceased to serve as an Executor.

C. **Appointment of Second Level Successor Executor.** I appoint my daughter, [REDACTED] of [REDACTED], to serve as Executor hereunder when all other Executors previously appointed have failed to qualify or ceased to serve as an Executor.

D. **Compensation of Executors.** An individual Executor may receive reasonable compensation in accordance with the law of the State of Georgia in effect at the time of payment, unless the Executor waives compensation; provided that neither my Husband nor any descendant of mine, who is named herein or otherwise appointed to serve as an Executor hereunder shall so serve unless such person executes an acknowledged instrument filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate waiving all compensation for serving as an Executor hereunder. A corporate Executor shall be compensated by agreement with the individual Executor or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Executor to charge additional fees for services it provides hereunder that are not comprised within its duties as an Executor; for example, a fee charged by a mutual fund it administers in which my estate invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Executor may charge separately for some services comprised within its duties as an Executor; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive

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merely because they are added on to a basic fee in calculating total compensation for service as an Executor. The collection by my Executor of insurance proceeds and retirement benefits payable to my estate shall not be subject to Executor's compensation.

## ARTICLE XII

### Trustees

A. **Appointment of Initial Trustee.** I appoint [REDACTED] of 1492 Scarlet Court, Kennesaw, Georgia to serve as Trustee hereunder.

B. **Appointment of First Level Successor Trustee.** I appoint my daughter, [REDACTED] of [REDACTED] to serve as Trustee hereunder when all other Trustees previously appointed have failed to qualify or ceased to serve as Trustee.

C. **Compensation of Trustees.** Individual Trustees shall receive reasonable compensation in accordance with the law of the State of Georgia in effect at the time of payment, unless the Trustee waives compensation; provided, however, that neither my Husband nor any descendant of mine who is named herein or otherwise appointed to serve as Trustee hereunder shall receive compensation for serving as Trustee hereunder. A corporate Trustee shall be compensated by agreement with the individual Trustee or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Trustee to charge additional fees for services it provides to a trust hereunder that are not comprised within its duties as Trustee; for example, a fee charged by a mutual fund it administers in which a trust hereunder invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Trustee may charge separately for some services comprised within its duties as Trustee; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

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[REDACTED]

\_\_\_\_\_ [REDACTED]

**ARTICLE XIII**  
**Fiduciary Provisions**

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

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. To the extent not prohibited by applicable law, any Executor or Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Executor or Trustee complies with any applicable state law governing the resignation of the Executor or Trustee that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Executor or Trustee and delivered to any other fiduciary acting hereunder. If no other fiduciary is then acting hereunder, any such instrument by which an Executor is resigning shall be delivered to my Husband, if then living, or, if my Husband is not then living, to the then living eldest adult and competent individual who is a beneficiary of my Residuary Estate, and any instrument by which a Trustee is resigning shall be delivered to the then living eldest adult and competent beneficiary of the trust from which such Trustee is resigning, or, if no such beneficiary is adult and competent, to the guardian of the eldest living beneficiary of such trust, or, if such beneficiary is a minor and no guardian for such minor has been appointed and is acting, then to the parent of such beneficiary with whom such beneficiary resides.

3. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall immediately surrender all records maintained by the Trustee with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee.

**B. Accountings and Other Proceedings.**

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

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

**C. Continuation of Trustee's Powers.** Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustee may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

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

1. My Executor may make distributions directly from my estate to beneficiaries of a trust hereunder, but only at the direction of the Trustee authorized to make such distributions.

2. Under this Will, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may, but need not, have the same investments and may, but need not, follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

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3. Except to the extent, if any, specifically provided otherwise in this Will, references to my Executor or the Trustee shall, in their application to my estate or a trust hereunder, refer to all those from time to time acting as Executor or Trustee and, if two Executors or Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Executors or Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments). In the exercise of discretion over distributions, if this Will provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, then the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

4. My Executor and Trustee shall be entitled to reimbursement for any out-of-pocket expenditures made or incurred in the proper administration of my estate or a trust hereunder or in furtherance of his or her fiduciary duties and obligations.

5. No Executor or Trustee shall be liable to anyone for anything done or not done by any other Executor or Trustee or any beneficiary.

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

7. The fact that an Executor or Trustee (or a firm of which an Executor or Trustee is a member or with which an Executor or Trustee is otherwise affiliated) renders legal or other professional services to my estate or a trust hereunder shall not be deemed a conflict of interest, and my Executor or the Trustee may pay fees for such services to such Executor or Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Co-Executor or Co-Trustee to approve

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such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Executor or Trustee who also renders professional services shall receive full compensation for both services as an Executor or Trustee and the professional services rendered, except as specifically limited by law.

8. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, or in violation of specific provisions of this Will. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

9. Notwithstanding any other provision of this Will, each Trustee is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Will, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that, in exercising

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discretion over distributions, the Trustee may consider or disregard other resources available to any beneficiary.

E. **Waiver of Bond.** No Executor or Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required. This waiver of any bond or other security specifically includes, without limitation, the waiver of any bond or security in connection with the advance payment of any Executor's compensation.

#### **ARTICLE XIV**

#### **Fiduciary Powers**

My Executor and the Trustee may, without prior authority from any court, exercise all powers conferred by this Will or by common law or by any fiduciary powers act or other statute of the State of Georgia or any other jurisdiction whose law applies to this Will or to any trust hereby created, including, without limitation, all powers contained in section 53-12-261 of The Revised Georgia Trust Code of 2010, which are hereby incorporated into this Will. My Executor and the Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Executor and the Trustee until the actual distribution of the property. In order to fully effectuate the powers of my Executor and the Trustee, specific reference is now made to all powers contained in section 53-12-261 of The Revised Georgia Trust Code of 2010.

A. **Special Trustee Liability Provision.** I recognize that some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee and shall not be liable to any party for the failure to seek to remedy a breach

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of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph.

**B. Distributions to Minor Beneficiaries.** My Executor or the Trustee may distribute any of my estate to a beneficiary under twenty-eight (28) years of age by distribution to any appropriate person (who may be an Executor) chosen by my Executor or the Trustee as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. My Executor or the Trustee may also sell any asset that cannot be held under this custodianship and invest the sales proceeds in assets that can be so held.

**C. Power to Sell.** I grant to my Executor and the Trustee the power to sell, convey, or lease any real estate and to transfer or assign all personal property on such terms and conditions as my Executor or the Trustee shall deem advisable without the necessity of any appraisal, additional bond, or order or approval of Court.

**D. Hold Trusts as Combined Fund.** The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

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

**F. Trustee as Agent.** Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that

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may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

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

H. **Custodian Employed.** My Executor or the Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to my Executor or the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

## ARTICLE XV

### Definitions and Miscellaneous Provisions

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

A. **Residuary Estate.** The term "Residuary Estate" shall mean the rest, residue and remainder of my estate not otherwise disposed of by a specific gift in this Will, and shall include both real property and personal property.

B. **Spouse.** An individual's "spouse" (other than with respect to me) is the person (if any) to whom that individual is married at any given time.

C. **Surviving Spouse.** The "surviving spouse" of an individual, other than with respect to me, is the person (if any) who survives that individual and who is married to and living with that individual as a married couple at the time of his or her death.

D. **Descendants.** References in this Will to a person's "children," "grandchildren," and other "descendants" shall refer respectively to that person's children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

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E. **Year's Support Rights.** The provisions made in this Will for my Husband are in lieu of Year's Support rights.

F. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question.

G. **Code and Regulations.** References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Will. A similar rule shall apply to references to the Regulations.

H. **Interested Trustee.** With respect to any trust, an "Interested Trustee" is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

I. **Tangible Personal Property.** The term "tangible personal property" means personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like, but does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency, and cash or bullion. The term "tangible personal property" does not include personally held art, antiques, stamp and coin collections and other collectibles.

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J. **By Right of Representation.** Property that is to be divided among an individual's surviving or then-living descendants "by right of representation" or in "shares by right of representation" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

K. **Incapacitated Trustee.** No Trustee shall serve during any period in which such Trustee is determined to be incapacitated in accordance with the provisions of this paragraph. A Trustee shall be deemed to be "incapacitated" if such individual has been adjudged incapacitated or incompetent by a court of competent jurisdiction. A Trustee shall also be deemed to be "incapacitated", whether or not there is an adjudication of incapacity or incompetence, if another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined Trustee is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the Trustee's ability to make or communicate responsible decisions concerning the Trustee's personal welfare or the management of the Trustee's or the Trust's financial affairs and that such impairments are not anticipated to be of short duration. For purposes of this paragraph, an impairment that is anticipated to last less than one (1) month shall be of short duration. The following shall apply to any certification required by this paragraph:

1. The certification shall be valid only if it is signed by a licensed medical provider, who is the primary health care provider of, and has personally examined, the Trustee. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual and the other of whom has also personally examined the individual.

2. This certification need not indicate any cause for the Trustee's incapacity.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that the former Trustee is no longer having significant difficulties or impairments in managing the Trustee's personal financial affairs. This certification, too, shall be valid only if it is signed by a licensed medical provider who is the primary health care provider of,

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and has personally examined, the Trustee. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual, and the other of whom has also personally examined the individual.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

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

M. **Fair Market Value.** "Fair Market Value" means the price an asset would sell for on the open market when certain conditions are met. The conditions are: the parties involved are aware of all the facts, are acting in their own interest, are free of any pressure to buy or sell, and have ample time to make the decision.

N. **Higher Education.** The term "Higher Education" includes, but is not limited to: vocational schools, trade schools, colleges, universities, and any other various types of education given in postsecondary institutions of learning and includes a named degree, diploma, or certificate of higher studies

## ARTICLE XVI

### No Contest

A. **Effect of Attempted Contest.** In the event that any person, other than my Husband, (1) directly or indirectly contests or attacks this Will or any trust or beneficial interest created hereunder, or (2) conspires with or voluntarily assists anyone associated with any such contest or attack, singly or in conjunction with any other person(s), then I specifically disinherit such person; all interests and properties given to or created for the benefit of such person, directly or in trust, under this Will, shall be forfeited and such property shall be disposed as if such person had predeceased me.

B. **Acts Constituting a Contest.** The acts described below shall constitute a contest for purposes of this Article:

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1. **Direct or Indirect Contest.** Such person unsuccessfully contests or, in any manner, attacks or seeks to impair or invalidate any provision of this Will on any grounds whatsoever;

2. **Unsuccessful Claim of Entitlement.** Such person unsuccessfully claims entitlement to any asset of my estate or any asset passing under this Will based on any written, oral or implied contract, or any quantum meruit theory or alleged common law marriage, or nonmarital relationship (including a domestic partnership);

3. **Claim of Common Law or Non-Marital Relationship.** Such person claims entitlement to any asset of my estate or any asset passing under this Will based on any alleged common law marriage or nonmarital relationship (including a domestic partnership) which is hereby expressly disavowed by my Executor;

4. **Challenge of Fiduciary Appointment.** Such person unsuccessfully challenges the appointment of any person or entity named to serve as Executor hereunder;

5. **Objection to Construction or Interpretation.** Such person uses equitable action or legal process to object to any reasonable construction or interpretation of this Will or any provision thereof that is adopted or proposed in good faith by the Executor or Trustee;

6. **Claim of Creditor Relationship.** Such person files any creditor's claim against my estate or any trust created hereunder that is reasonably and in good faith rejected by my Executor, and thereafter files suit on the rejected claim (whether or not the claim is thereafter found to be valid); and

7. **Assistance and Conspiracy.** Such person conspires with or voluntarily assists anyone attempting to do any of these things, undertakes any of these things as an agent or fiduciary, undertakes to do any of these things through an agent or fiduciary, or would benefit from any action so undertaken by an agent or fiduciary and does not openly demand that such agent or fiduciary cease and desist from undertaking such action.

C. **Expenses of Contest.** Expenses to resist any contest or attack of any nature (including the acts described in the section above entitled "Acts Constituting a Contest.") upon any provision of this Will shall be paid from my estate as an expense of administration or, if the contest or attack relates to a particular trust created hereunder, then from the property thereof as an expense of administration. Such expenses shall include, but not be limited to, reasonable attorneys' fees

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and costs. My Executor and the Trustee, as the case may be, are specifically authorized and encouraged vigorously to defend against any of the acts described in the section above entitled "Acts Constituting a Contest."

D. **Miscellaneous.** If any provision of this Article is void or ineffective, all other provisions shall remain in full force and effect. A determination by my Executor and the Trustee, as the case may be, regarding the applicability of this Article shall be determinative, absent clear and convincing evidence that such determination was made in bad faith or was grossly negligent. This Article may apply to a claim of incapacity, undue influence or improper execution if such claim is not ultimately sustained, or a creditor's claim, contract claim, tort claim, or other claim filed with my Executor or Trustee.

E. **Withdrawal of Contest.** Notwithstanding the foregoing, the provisions of this Article shall not apply unless and until my Executor and the Trustee, as applicable, have given written notice of such fiduciary's intent to enforce the foregoing provisions against a particular person to such person or such person's authorized representative, and given such person the opportunity to voluntarily dismiss or withdraw any petition or action that such fiduciary deems to constitute a contest or to otherwise cooperate in defending or terminating a contest. If such person dismisses or withdraws such petition, contest or other claim or takes other actions requested by such fiduciary within thirty (30) business days after receipt of such notice, then this Article shall not apply with respect to such petition or contest or other claim; provided that such fiduciary shall have the broadest permissible discretion in terms of insisting on a particular form or scope of dismissal or withdrawal in order to ensure that the petition, contest or other claim will not reoccur.

F. **Determination to Allow Action.** My Executor and the Trustee, in the exercise of sole and absolute discretion, may determine that a particular action should be allowed because I would have wanted such action to be taken, even though such action otherwise would constitute a violation of this Article and otherwise would result in a forfeiture. If my Executor and the Trustee shall make such a determination, and shall execute and acknowledge a document declaring a particular action is not subject to this Article, then this Article shall not apply to such action, but only to the extent expressly provided in such document.

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**ARTICLE XVII**

**Savings Clause**

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

**ARTICLE XVIII**

**Captions**

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

IN WITNESS WHEREOF, I have hereunto subscribed my name on [redacted].

\_\_\_\_\_

Signed, sealed, published and declared by [redacted] the Testatrix above named, as and for her Last Will and Testament, in our presence, and we, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses on [redacted].

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

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[redacted]

\_\_\_\_\_ [redacted]



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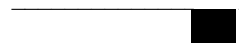
Signature of Witness

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Name of Witness

SAMPLE

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of



**SELF-PROVING AFFIDAVIT**

STATE OF GEORGIA )

)

██████████ COUNTY )

Before me, the undersigned authority, on this day personally appeared ██████████  
\_\_\_\_\_, and  
\_\_\_\_\_, known to me to be the Testatrix and the witnesses, respectively,  
whose names are subscribed to the annexed or foregoing instrument in their respective capacities,  
and all of said individuals being by me duly sworn, ██████████ Testatrix, declared to me  
and to the witnesses in my presence that said instrument is the last will and testament or a codicil  
to the last will and testament of the Testatrix and that the Testatrix had willingly made and executed  
it as a free act and deed for the purposes expressed therein. The witnesses, each on oath, stated to  
me, in the presence and hearing of the Testatrix that the Testatrix had declared to them that the  
instrument is the Testatrix's last will and testament or a codicil to the testator's last will and  
testament and the Testatrix executed the instrument as such and wished each of them to sign it as  
a witness; and under oath each witness stated further that the witness had signed the same as  
witness in the presence of the testator and at the Testatrix's request; that the Testatrix was fourteen  
(14) years of age or over and of sound mind; and that each of the witnesses was then at least  
fourteen (14) years of age.

██████████ Testatrix

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

Sworn to and subscribed and sworn before me by [REDACTED] Testatrix, and sworn  
to and subscribed before me by \_\_\_\_\_,  
and \_\_\_\_\_, witnesses, this [REDACTED].

(SEAL)

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

\_\_\_\_\_  
Print Name of Notary

My Commission Expires: \_\_\_\_\_

(Signed) \_\_\_\_\_

(Official Capacity of Officer)

SAMPLE

**SAMPLE**

## GEORGIA ADVANCE DIRECTIVE FOR HEALTH CARE

By: [REDACTED]

Address: [REDACTED]

Date of Birth: [REDACTED]

*This advance directive for health care has four parts:*

**PART ONE - HEALTH CARE AGENT.** *This part allows you to choose someone to make health care decisions for you when you cannot (or do not want to) make health care decisions for yourself. The person you choose is called a health care agent. You may also have your health care agent make decisions for you after your death with respect to an autopsy, organ donation, body donation, and final disposition of your body. You should talk to your health care agent about this important role.*

**PART TWO - TREATMENT PREFERENCES.** *This part allows you to state your treatment preferences if you have a terminal condition or if you are in a state of permanent unconsciousness. PART TWO will become effective only if you are unable to communicate your treatment preferences. Reasonable and appropriate efforts will be made to communicate with you about your treatment preferences before PART TWO becomes effective. You should talk to your family and others close to you about your treatment preferences.*

**PART THREE - GUARDIANSHIP.** *This part allows you to nominate a person to be your guardian should one ever be needed.*

**PART FOUR - EFFECTIVENESS AND SIGNATURES.** *This part requires your signature and the signatures of two witnesses. You must complete PART FOUR if you have filled out any other part of this form.*

*You may fill out any or all of the first three parts listed above. You must fill out PART FOUR of this form in order for this form to be effective.*

*You should give a copy of this completed form to people who might need it, such as your health care agent, your family, and your physician. Keep a copy of this completed form at home in a place where it can easily be found if it is needed. Review this completed form periodically to make sure it still reflects your preferences. If your preferences change, complete a new advance directive for health care.*

*Using this form of advance directive for health care is completely optional. Other forms of advance directives for health care or health care proxies may be used in Georgia.*

*You may revoke this completed form at any time. This completed form will replace any advance directive for health care, durable power of attorney for health care, health care proxy, or living will that you have completed before completing this form.*

## **PART ONE - HEALTH CARE AGENT**

*PART ONE will be effective even if PART TWO is not completed. A physician or health care provider who is directly involved in your health care may not serve as your health care agent. If you are married, a future divorce or annulment of your marriage will revoke the selection of your current spouse as your health care agent. If you are not married, a future marriage will revoke the selection of your health care agent unless the person you selected as your health care agent is your new spouse.*

### **(1) Designation of Health Care Agent.**

I, [REDACTED] select the following person as my health care agent to make health care decisions for me:

Name: [REDACTED]

Address: [REDACTED]

Home Telephone: [REDACTED]

### **(2) Designation of Back-Up Health Care Agent.**

*This section is optional. PART ONE will be effective even if this section is left blank.*

If my health care agent cannot be contacted in a reasonable time period and cannot be located with reasonable efforts or for any reason my health care agent is unavailable or unable or unwilling to act as my health care agent, then I select the following, each to act successively in the order named, as my back-up health care agent:

Name: [REDACTED]

Address: [REDACTED]

Home Telephone: [REDACTED]

### **(3) General Powers of Health Care Agent.**

My health care agent will make health care decisions for me when I am unable to communicate my health care decisions or I choose to have my health care agent communicate my health care decisions.

My health care agent will have the same authority to make any health care decision that I could make. My health care agent's authority includes, for example, the power to:

- Admit me to or discharge me from any hospital, skilled nursing facility, hospice, or other health care facility or service;
- Request, consent to, withhold, or withdraw any type of health care; and
- Contract for any health care facility or service for me, and to obligate me to pay for these services (and my health care agent will not be financially liable for any services or care contracted for me or on my behalf).

My health care agent will be my personal representative for all purposes of federal or state law related to privacy of medical records (including the Health Insurance Portability and Accountability Act of 1996) and will have the same access to my medical records that I have and can disclose the contents of my medical records to others for my ongoing health care.

My health care agent may accompany me in an ambulance or air ambulance if in the opinion of the ambulance personnel protocol permits a passenger and my health care agent may visit or consult with me in person while I am in a hospital, skilled nursing facility, hospice, or other health care facility or service if its protocol permits visitation.

My health care agent may present a copy of this advance directive for health care in lieu of the original and the copy will have the same meaning and effect as the original.

I understand that under Georgia law:

- My health care agent may refuse to act as my health care agent;
- A court can take away the powers of my health care agent if it finds that my health care agent is not acting properly; and
- My health care agent does not have the power to make health care decisions for me regarding psychosurgery, sterilization, or treatment or involuntary hospitalization for mental or emotional illness, developmental disability, or addictive disease.

**(4) Guidance for Health Care Agent.**

When making health care decisions for me, my health care agent should think about what action would be consistent with past conversations we have had, my treatment preferences as expressed in PART TWO (if I have filled out PART TWO), my religious and other beliefs and values, and how I have handled medical and other important issues in the past. If what I would

decide is still unclear, then my health care agent should make decisions for me that my health care agent believes are in my best interest, considering the benefits, burdens, and risks of my current circumstances and treatment options.

**(5) Powers of Health Care Agent after Death.**

A. Autopsy. My health care agent will have the power to authorize an autopsy of my body unless I have limited my health care agent's power by initialing below.

(Initials) My health care agent will not have the power to authorize an autopsy of my body (unless an autopsy is required by law).

B. Organ Donation and Donation of Body.

My health care agent will have the power to make a disposition of any part or all of my body for medical purposes pursuant to the Georgia Anatomical Gift Act, unless I have limited my health care agent's power by initialing below.

*Initial each statement that you want to apply.*

(Initials) My health care agent will NOT have the power to make a disposition of my body for use in a medical study program.

(Initials) My health care agent will NOT have the power to donate any of my organs.

C. Final Disposition of Body.

My health care agent will have the power to make decisions about the final disposition of my body unless I have initialed below.

(Initials) I want the following person to make decisions about the final disposition of my body:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Numbers: (Work, Home, Cellular) \_\_\_\_\_

Additional wishes for disposition of body.

I wish for my body to be:

(Initials) Buried

(Initials) Cremated

Any additional wishes: \_\_\_\_\_



## PART TWO - TREATMENT PREFERENCES

*PART TWO will be effective only if you are unable to communicate your treatment preferences after reasonable and appropriate efforts have been made to communicate with you about your treatment preferences. PART TWO will be effective even if PART ONE is not completed. If you have not selected a health care agent in PART ONE, or if your health care agent is not available, then PART TWO will provide your physician and other health care providers with your treatment preferences. If you have selected a health care agent in PART ONE, then your health care agent will have the authority to make all health care decisions for you regarding matters covered by PART TWO. Your health care agent will be guided by your treatment preferences and other factors described in Section (4) of PART ONE.*

### **(6) Conditions.**

PART TWO will be effective if I am in any of the following conditions:

*Initial each condition in which you want PART TWO to be effective.*

(Initials) A terminal condition, which means I have an incurable or irreversible condition that will result in my death in a relatively short period of time.

(Initials) A state of permanent unconsciousness, which means I am in an incurable or irreversible condition in which I am not aware of myself or my environment and I show no behavioral response to my environment.

My condition will be determined in writing after personal examination by my attending physician and a second physician in accordance with currently accepted medical standards.

### **(7) Treatment Preferences.**

*State your treatment preference by initialing (A), (B), or (C). If you choose (C), state your additional treatment preferences by initialing one or more of the statements following (C). You may provide additional instructions about your treatment preferences in the next section. You will be provided with comfort care, including pain relief, but you may also want to state your specific preferences regarding pain relief in the next section.*

If I am in any condition that I initialed in Section (6) above and I can no longer communicate my treatment preferences after reasonable and appropriate efforts have been made to communicate with me about my treatment preferences, then:

(A)  (Initials) try to extend my life for as long as possible, using all medications, machines, or other medical procedures that in reasonable medical judgment could

keep me alive. If I am unable to take nutrition or fluids by mouth, then I want to receive nutrition or fluids by tube or other medical means.

OR

(B) [ ] (Initials) Allow my natural death to occur. I do not want any medications, machines, or other medical procedures that in reasonable medical judgment could keep me alive but cannot cure me. I do not want to receive nutrition or fluids by tube or other medical means except as needed to provide pain medication.

OR

(C) [ ] (Initials) I do not want any medications, machines, or other medical procedures that in reasonable medical judgment could keep me alive but cannot cure me, except as follows:

*Initial each statement that you want to apply to option (C).*

[ ] (Initials) If I am unable to take nutrition by mouth, I want to receive nutrition by tube or other medical means.

[ ] (Initials) If I am unable to take fluids by mouth, I want to receive fluids by tube or other medical means.

[ ] (Initials) If I need assistance to breathe, I want to have a ventilator used.

[ ] (Initials) If my heart or pulse has stopped, I want to have cardiopulmonary resuscitation (CPR) used.

**(8) Additional Statements.**

*This section is optional. PART TWO will be effective even if this section is left blank. This section allows you to state additional treatment preferences, to provide additional guidance to your health care agent (if you have selected a health care agent in PART ONE), or to provide information about your personal and religious values about your medical treatment. For example, you may want to state your treatment preferences regarding medications to fight infection, surgery, amputation, blood transfusion, or kidney dialysis. Understanding that you cannot foresee everything that could happen to you after you can no longer communicate your treatment preferences, you may want to provide guidance to your health care agent (if you have selected a health care agent in PART ONE) about following your treatment preferences. You may want to state your specific preferences regarding pain relief.*

### **PART THREE - GUARDIANSHIP**

*PART THREE is optional. This advance directive for health care will be effective even if PART THREE is left blank. If you wish to nominate a person to be your guardian in the event a court decides that a guardian should be appointed, complete PART THREE. A court will appoint a guardian for you if the court finds that you are not able to make significant responsible decisions for yourself regarding your personal support, safety, or welfare. A court will appoint the person nominated by you if the court finds that the appointment will serve your best interest and welfare. If you have selected a health care agent in PART ONE, you may (but are not required to) nominate the same person to be your guardian. If your health care agent and guardian are not the same person, your health care agent will have priority over your guardian in making your health care decisions, unless a court determines otherwise.*

*State your preference by initialing (A) or (B). Choose (A) only if you have also completed PART ONE.*

**(9) Guardianship.**

(A)  (Initials) I nominate the person serving as my health care agent under PART ONE to serve as my guardian.

**OR**

(B)  (Initials) I nominate the following person to serve as my guardian:

Name:

Address:

### **PART FOUR - EFFECTIVENESS AND SIGNATURES**

This advance directive for health care will become effective only if I am unable or choose not to make or communicate my own health care decisions.

This form revokes any advance directive for health care, durable power of attorney for health care, health care proxy, or living will that I have completed before this date.

Unless I have initialed below and have provided alternative future dates or events, this advance directive for health care will become effective at the time I sign it and will remain effective until my death (and after my death to the extent authorized in Section (5) of PART ONE).

[ ] (Initials) This advance directive for health care will become effective on or upon the determination of my incapacity and will terminate on or upon my death.

*You must sign and date or acknowledge signing and dating this form in the presence of two witnesses. Both witnesses must be of sound mind and must be at least eighteen (18) years of age, but the witnesses do not have to be together or present with you when you sign this form. A witness cannot be a person who (i) was selected to be your health care agent or back-up health care agent in PART ONE; (ii) will knowingly inherit anything from you or otherwise knowingly gain a financial benefit from your death or (iii) is directly involved in your health care. Only one of the witnesses may be an employee, agent, or medical staff member of the hospital, skilled nursing facility, hospice, or other health care facility in which you are receiving health care (but this witness cannot be directly involved in your health care).*

By signing below, I state that I am emotionally and mentally capable of making this advance directive for health care and that I understand its purpose and effect.

Executed on [REDACTED].

[REDACTED]

The declarant signed this form in my presence or acknowledged signing this form to me. Based upon my personal observation, the declarant appeared to be emotionally and mentally capable of making this advance directive for health care and signed this form willingly and voluntarily.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

*This form does not need to be notarized.*

SAMPLE

State of Georgia

County of \_\_\_\_\_

## **STATUTORY FORM POWER OF ATTORNEY**

### **IMPORTANT INFORMATION**

This Power of Attorney authorizes another person (your Agent) to make decisions concerning your property for you (the principal). Your Agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This Power of Attorney does not authorize the Agent to make health care decisions for you.

You should select someone you trust to serve as your Agent. Unless you specify otherwise in the Special Instructions, generally the Agent's authority will continue until you die or revoke the Power of Attorney or the Agent resigns or is unable to act for you.

Your Agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your Agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your Power of Attorney.

This form provides for designation of one Agent. If you wish to name more than one Agent, you may name a successor Agent or name a Co-Agent in the Special Instructions. Co-Agents will not be required to act together unless you include that requirement in the Special Instructions.

If your Agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor Agent. You may also name a second successor Agent.

This Power of Attorney shall be durable unless you state otherwise in the Special Instructions.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**If you have questions about the Power of Attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.**

**DESIGNATION OF AGENT**

I, [REDACTED] name the following person as my Agent:

Name of Agent: [REDACTED]

Agent's address: [REDACTED]

Agent's telephone number: [REDACTED]

Agent's e-mail address: [REDACTED]

**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

If my Agent is unable or unwilling to act for me, I name as my successor Agent:

Name of successor Agent: [REDACTED]

Successor Agent's address: [REDACTED]

Successor Agent's telephone number: [REDACTED]

Successor Agent's e-mail address: [REDACTED]

**GRANT OF GENERAL AUTHORITY**

I grant my Agent and any successor Agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

(INITIAL each subject you want to include in the Agent's general authority. If you wish to grant general authority over all of the subjects, you may initial "All preceding subjects" instead of initialing each subject.)

Real property

Tangible personal property

Stocks and bonds

- Commodities and options
- Banks and other financial institutions
- Operation of entity or business
- Insurance and annuities
- Estates, trusts, and other beneficial interests
- Claims and litigation
- Personal and family maintenance
- Benefits from governmental programs or civil or military service
- Retirement plans
- Taxes
- All preceding subjects

**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My Agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Agent. You should give your Agent specific instructions in the Special Instructions when you authorize your Agent to make gifts.)

- Create, fund, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special Instructions in this Power of Attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this Power of Attorney



- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise authority over the content of electronic communications sent or received by the principal
- Exercise fiduciary powers that the principal has authority to delegate and that are expressly and clearly identified (including the persons for which the principal acts as a fiduciary) in the Special Instructions
- Renounce an interest in property, including a power of appointment

#### **LIMITATION ON AGENT'S AUTHORITY**

An Agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.

#### **SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the Power of Attorney):

**Effective Date.** Notwithstanding anything herein to the contrary, this Power of Attorney shall be effective only upon my incapacity and if, after being determined incapacitated, I should be determined to no longer be incapacitated, the powers granted to my Agent in this Power of Attorney shall cease.

**Incapacity.** For purposes of this Power of Attorney, I shall be determined to be incapacitated if and so long as a court of competent jurisdiction has made a finding to that effect or a guardian or conservator of my person or estate duly appointed by a court of competent jurisdiction is serving, or upon certification by a physician or psychologist (licensed to practice under the laws of the state where I am domiciled at the time of the certification) that I am unable to manage property or business affairs due to an inability to receive and evaluate information or make or communicate decisions even with the use of technological assistance, which certification shall be made by each physician in a written declaration under penalty of perjury. A certified copy

of the decree declaring incapacity or appointing a guardian or conservator, or the physicians' certificate, shall be attached to the original of this document (or each original, if this document is executed in counterpart) and recorded in the same county or counties as the original if the original is recorded.

**Determination That Incapacity Has Ended.** After a determination of incapacity, I shall be deemed to no longer be incapacitated by a finding of a court of competent jurisdiction to that effect, or when the guardianship or conservatorship for me has been judicially terminated, or upon certification by two physicians (licensed to practice under the laws of the state where I am domiciled at the time of the certification) that I am capable of managing property or business affairs, which certification shall be made by each physician in a written declaration under penalty of perjury. A certified copy of the decree declaring that I am no longer incapacitated or terminating the guardianship or conservatorship, or the physicians' certificate, shall be attached to the original of this document (or each original, if this document is executed in counterpart) and recorded in the same county or counties as the original if the original is recorded.

**Revocation and Amendment:** I retain the right to revoke or amend this document and to substitute another Agent in place of the Agent named herein. Amendments to this document shall be made in a writing signed by me personally and shall be attached to the original of this document (or an original counterpart or copy of the amendment shall be attached to each original of this document, if this document is executed in counterpart) and recorded in the same county or counties as the original if the original has been recorded. I retain the right in my discretion to file with the clerk of superior court in the county of my domicile any such revocation along with evidence of its receipt by my Agent.

**Health Care.** In the event that I am incapable of making informed decisions regarding my personal care, my Agent acting hereunder is authorized to coordinate with the agent then acting on my behalf under any instrument appointing a health care surrogate that I may have executed and is then in effect, or if no such agent is then acting or if I have not named a health care agent in any such instrument, my Agent acting hereunder is authorized to act on my behalf, to do the following: to provide care providers, upon such terms as my Agent deems appropriate, including hiring my Agent as my care provider; to assist me with my activities of daily living and health care, and to compensate such care provider even if such care provider is my Agent; to do all acts necessary to

provide me with living quarters by purchase, lease or other arrangement, or by paying operating costs of my existing residence; to make necessary arrangements for me at any hospital, nursing home, assisted living home or similar facility and to assure that my needs are provided for at such facility, excluding the authority to enter into any arbitration agreement with such hospital, nursing home, assisted living home or other facility that waives or limits my right to a trial by jury; to make decisions concerning my visitation subject to physician orders and to the policies of any institution to which I am admitted; and to do all other acts necessary for maintaining my customary standard of living.

**Restriction on Authority.** My Agent may not exercise any authority or power under this instrument to satisfy his obligation of support to any person (excluding those whom I am equally with my Agent legally obligated to support).

**Limitation on Powers.** Notwithstanding any other provision in this Power of Attorney, my Agent shall not hold any power or authority with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am acting as Trustee, unless such trust would otherwise be included in my Agent's taxable estate for Federal estate tax purposes if my Agent did not hold such power.

**References to "Code."** All references herein to the "Code" shall refer to the Internal Revenue Code of 1986, as amended.

**Governing Law.** The meaning and effect of this Power of Attorney shall be determined by the law of the State of Georgia, and it shall be construed and interpreted accordingly.

**Additional Instructions**

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**EFFECTIVE DATE**

This Power of Attorney is effective immediately unless I have stated otherwise in the Special Instructions.

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my Agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

Your signature: \_\_\_\_\_

Date: [REDACTED]

Your name printed: [REDACTED]

Your address: [REDACTED]

Your telephone number: [REDACTED]

Your e-mail address: [REDACTED]

This document was signed or acknowledged in my presence on [REDACTED] by [REDACTED]

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

STATE OF GEORGIA )

██████████ COUNTY )

This document was signed or acknowledged in my presence on September \_\_\_\_\_, 2020 by  
██████████

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

My commission expires: \_\_\_\_\_

This document prepared by: Sarah S. Ohms

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

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

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

**(Principal's Name) by (Your Signature) as Agent**

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of your authority or the power of attorney;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or
- (5) If you are married to the principal, a legal action filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### **Liability of Agent**

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10, or act outside the authority granted, you may be liable for any damages caused by your violation.

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

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF  
POWER OF ATTORNEY AND AGENT'S AUTHORITY**

State of Georgia

County of \_\_\_\_\_

I, [REDACTED] certify under penalty of perjury that [REDACTED] granted me authority as an agent or successor agent in a power of attorney dated [REDACTED].

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated;
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve; and
- (4) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert other relevant statements)

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

[REDACTED]  
Agent's address: [REDACTED]

Agent's telephone number: [REDACTED] 0

Agent's e-mail address: [REDACTED]



This document was signed or acknowledged in my presence on \_\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This document prepared by: Sarah S. Ohms

SAMPLE