

The _____ and _____ Revocable Living Trust

We, _____, presently of _____, Georgia, and _____, presently of _____, Georgia, (individually the "Grantor" and collectively the "Grantors") declare and make this revocable living trust (the "Living Trust"). This Living Trust will be known as The _____ and _____ Revocable Living Trust.

BACKGROUND:

- A. The Grantors presently own property (the "Property") as described in Schedule A.
- B. The Grantors wish to ensure that this Property and any income derived from this Property is managed and eventually distributed according to the following terms.

Trust Purpose

- 1. This Living Trust is created for the benefit of the Beneficiaries to ensure they are well provided for after the death of both of the Grantors, however during the lifetime of the Grantors, the interests of the Grantors will be considered primary and superior to the interests of the Beneficiaries. With this purpose, the primary asset management goal for this Living Trust will be the protection of the value of the Property. The secondary asset management goal for this Living Trust is to generate income and growth at a reasonable risk.

Trustee

- 2. During the lifetime of a Grantor, and while a Grantor is not Incapacitated, each of the Grantors will act jointly and severally as the primary trustee (the "Primary Trustee") of this Living Trust. If one of the Grantors dies or becomes Incapacitated, the other Grantor will continue as the sole Primary Trustee of this Living Trust.
- 3. Upon the death of or during the Incapacity of both of the Grantors, then _____ of _____, Georgia (the "Successor Trustee") will serve as the Acting Trustee of this Living Trust. If either or both Grantors should recover such that they are no longer considered

Incapacitated then that or both Grantors will resume their control of the management of this Living Trust.

Beneficiaries

4. Upon the death of both of the Grantors, the following individual(s) will comprise the beneficiaries (the "Beneficiaries") of this Living Trust:
 - a. The gift beneficiary, _____ of _____, Georgia;
 - b. The residuary beneficiary, _____ of _____, Georgia;
 - c. Any heir or issue of those beneficiaries that is entitled to a benefit under this Living Trust in the place of any then deceased beneficiary.

Assign and Convey Property to Living Trust

5. _____ and _____, as Grantors, have or will assign, convey and deliver all of the rights, title and interest in the Property as described in Schedule A of this document as a gift and without consideration, to be held by this Living Trust.

Amendment During Grantor's Lifetime

6. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Grantors may, subject to the other provisions of this section, alter or amend this Living Trust on delivery to the Successor Trustee of a written instrument signed by the Grantors. Amendments may include, but are not limited to, the following:
 - a. The Grantors may change the number and identity of the Grantors, the Trustees, the Successor Trustees or the Beneficiaries.
 - b. The Grantors may add or withdraw property from this Living Trust.
7. This Living Trust may not be amended after the death of both Grantors.
8. Where more than one Grantor has contributed property to this Living Trust:
 - a. To the extent this Living Trust consists of community property, this Living Trust may be amended only with the approval of both Grantors, or the survivor of them.

- b. To the extent this Living Trust consists of property attributable to one Grantor's specific contributions, this Living Trust may be amended by that Grantor acting alone.
9. A Grantor may not amend the Living Trust to enlarge the duties or liabilities of the Trustee without the Trustee's express consent.

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Revocation During Grantor's Lifetime

10. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Grantors may, subject to the other provisions of this section, revoke this Living Trust in its entirety on delivery to the Successor Trustee of a written instrument signed by the Grantors. In the event of such revocation, the remaining Property will revert to the Grantors after all the debts and expenses attributable to the Living Trust have been paid.
11. This Living Trust may not be revoked after the death of both Grantors.
12. Where more than one Grantor has contributed property to this Living Trust:
- a. To the extent this Living Trust consists of community property, this Living Trust may be revoked by either Grantor acting alone.
 - b. To the extent this Living Trust consists of property attributable to one Grantor's specific contributions, this Living Trust may be revoked by that Grantor acting alone.

Death of a Grantor

13. Notwithstanding any other provision of this Living Trust, on the death of one Grantor, all rights, interests, duties and obligations of the deceased Grantor will transfer to the surviving Grantor and while the surviving Grantor is alive and not Incapacitated, the surviving Grantor can alter, amend, revoke or make any decision alone that would have required both Grantors to make prior to the death of the deceased Grantor.

Distributions During the Lifetime of the Grantors

14. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Grantors as the Grantors together may request. Provided however, if at least one Grantor is alive and only

one Grantor is not Incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Grantors as the Grantor that isn't Incapacitated may request. During the lifetime of any of the Grantors but while each of the Grantors is Incapacitated, then the Acting Trustee may withhold or make payments out of the resources of this Living Trust of any amount that the Acting Trustee in their sole judgment deem appropriate for the maintenance, comfort and welfare of the Grantors.

Distributions Upon Death of the Grantors

- 15. Upon the death of both of the Grantors, and after resolving all applicable legal debts and obligations of the Grantors, the Acting Trustee will expeditiously act to distribute the remaining Property as directed in this section.

- 16. The Grantors have designated one or more specific gifts (the "Specific Gifts") to be distributed prior to the distribution of the rest and residue of this Living Trust. Any Specific Gift that no longer exists as part of this Living Trust will be void. No Specific Gifts will be distributed until all applicable legal debts and obligations of the Grantors are resolved. The Specific Gifts to be distributed are as follows:

a. To _____ of _____, Georgia for their own use absolutely, the following:

- 17. After resolving all applicable legal debts and obligations of the Grantors and distributing all Specific Gifts, the Acting Trustee will distribute the remaining property in this Living Trust in EQUAL shares (individually the "Share" and collectively the "Shares") to the following

Beneficiaries (the "Final Distribution"):

a. _____ of _____, Georgia.

18. Where a Beneficiary is a Minor Beneficiary at the time of the Final Distribution then the Acting Trustee may, at their sole discretion:

- a. Continue to act as Trustee by holding the Share of any Minor Beneficiary in a separate trust for that Minor Beneficiary under the same terms and conditions as outlined in this Living Trust, and to keep that Share invested, and pay the income or capital or as much of either or both as the then Acting Trustee consider advisable for the maintenance, education, advancement or benefit of that Minor Beneficiary until that Minor Beneficiary reaches the Age of Majority whereupon the then Acting Trustee will pay or transfer the rest and residue of that Share to that Beneficiary; or
- b. Pay or transfer all capital, assets and property of that Share or the amount remaining of that Share to any parent, custodian or guardian of that Minor Beneficiary subject to the same terms and conditions contained in this Living Trust and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.

19. Where a Beneficiary is an Adult Dependent Beneficiary at the time of the Final Distribution, the Acting Trustee may, at their sole discretion:

- a. Continue to act as Trustee by holding the Share of any Adult Dependent Beneficiary in a separate trust, subject to the same terms and conditions contained in this Living Trust, and to keep that Share invested, and pay the income or capital or as much of either or both as the then Acting Trustee consider advisable for the maintenance, education, advancement or benefit of that Adult Dependent Beneficiary; or
- b. Pay or transfer all capital, assets and property of that Share or the amount remaining of that Share of that Adult Dependent Beneficiary to any parent, custodian or guardian of that Adult Dependent Beneficiary subject to the same terms and conditions contained in this Living Trust and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.

20. If any of the named Beneficiaries do not survive the Grantors by at least thirty (30) days but do leave an heir or issue who survives the Grantors by at least thirty (30) days, then the Specific Gift or the Share designated for that Beneficiary, of whatever kind and character, and wherever located, will be distributed per stirpes among those surviving heirs or issue. Where those surviving heirs or issue are not of the Age of Majority, the Acting Trustee may pay or transfer all capital, assets and property attributable to those minor heirs or issue of that Beneficiary to any parent, custodian or guardian of those minor heirs or issue, subject to the same terms and conditions contained in this Living Trust, and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.
21. If any of the Specific Gift Beneficiaries do not survive the Grantors by at least thirty (30) days and do not leave an heir or issue who survives the Grantors, then the Specific Gift, of whatever kind and character, and wherever located, will revert to the residue of this Living Trust.
22. If any of the residual Beneficiaries do not survive the Grantors by at least thirty (30) days and do not leave an heir or issue who survives the Grantors, then the Share designated for that Beneficiary, will revert to the residue of this Living Trust.
23. If all of the successor Beneficiaries do not survive the Grantors by at least thirty (30) days and do not leave an heir or issue who survives the Grantors by at least thirty (30) days, then all of the remaining property in this Living Trust, of whatever kind and character, and wherever located, will revert to the estate of the last surviving Grantor.
24. If any of the real property to be distributed in this Living Trust remains subject to a mortgage at the time of the Final Distribution, then the Beneficiary taking that mortgaged property will take that property subject to that mortgage and the Beneficiary will not be entitled to have the mortgage paid out or resolved from the remaining assets or residue of this Living Trust.
25. If any of the personal property to be distributed in this Living Trust is subject to any encumbrances or liens at the time of the Final Distribution, then the Beneficiary taking that property will take that property subject to those encumbrances or liens and the Beneficiary will not be entitled to have any encumbrance or lien paid out or resolved from the remaining assets or residue of this Living Trust.

Trustee Bond

26. Subject to the laws of the State of Georgia and any other applicable jurisdiction, no bond or security of any kind will be required of any Trustee appointed in this Living Trust agreement.

Trustee Liability

27. The Trustee will not be liable to this Living Trust, the Grantors or to the Beneficiaries for any action or failure to act resulting in loss or harm to this Living Trust, the Grantors or to the Beneficiaries except in the case of gross negligence, willful misconduct, or reckless indifference to the purposes of the trust or the interests of the Beneficiaries. A Trustee will only be responsible for his or her own acts and no Trustee will be liable for any act or actions occurring in the periods before or after the tenure of that Trustee. Any outstanding liabilities of a dead, resigning or removed Trustee are not discharged or affected by the Trustee's death, resignation or removal.

Trustee Death or Resignation

28. A Trustee may resign at any time for any reason upon at least 30 days' notice to the Grantors, if any of the Grantors are still alive and not Incapacitated, to any remaining Trustee, if there are any, and to the Qualified Beneficiaries. If a Trustee dies, that Trustee will cease to be a Trustee as of the date of their death.

Trustee Removal

29. After the death of both of the Grantors, the Qualified Beneficiaries may, by unanimous vote of all of the Qualified Beneficiaries, remove a Trustee for any reason or for no reason at the sole discretion of the Qualified Beneficiaries.
30. At any time after the death of or during the Incapacity of both of the Grantors, a Trustee or a Beneficiary may apply to a court of competent jurisdiction to remove a Trustee. A Trustee may also be removed by the court on the court's own initiative.

Trustee Replacement

31. At any time where a Grantor is alive and not Incapacitated and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, a replacement Trustee may be appointed by those Grantors who are alive and not Incapacitated.

32. Where the Grantors are dead or Incapacitated, and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, and where a replacement Trustee is deemed necessary by the remaining Acting Trustee, a replacement Trustee may be appointed by a majority vote of all Acting Trustees still able and authorized to act.
33. Where the Grantors are dead or Incapacitated, and where the Living Trust is left with no Trustee, a replacement Trustee may be appointed by a unanimous vote of the Qualified Beneficiaries.

Trustee Reports and Notices

34. Within sixty (60) days after the the Living Trust becomes irrevocable, the Trustee must notify the Qualified Beneficiaries of the Living Trust of the existence of the trust and the name and mailing address of the Trustee.
35. On reasonable request by any Qualified Beneficiary, the Trustee will provide the Qualified Beneficiary with a report of information, to the extent relevant to that Beneficiary's interest, about the assets, liabilities, receipts, and disbursements of the Living Trust, the acts of the Trustee, and the particulars relating to the administration of the trust, including the trust provisions that describe or affect such Beneficiary's interest.
36. A Trustee must provide a statement of accounts annually, on the termination of the Living Trust, and upon a change of Trustees to each Qualified Beneficiary of the Living Trust after it becomes irrevocable. Upon a change of Trustees, the Trustee must also provide a statement of accounts to any replacement or additional Trustee appointed for the Living Trust.

Trustee Powers

37. Powers granted to an Acting Trustee of this Living Trust include, but are not limited to, the following:
 - a. The Trustee will have the same rights and obligations to manage the Property as if the Trustee were the owner of the Property.
 - b. After the death of the Grantors, the Trustee will have the power to appoint one or more individuals or institutions to act as co-Trustee where it is deemed reasonable and in the best overall interest of this Living Trust.

- c. The Trustee may employ and rely on the advice of experts including, but not limited to, legal counsel, accountants and investment advisors to help in the management of the Property where that hiring is deemed reasonable and in the best overall interest of this Living Trust.
- d. The Trustee may retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- e. The Trustee may invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- f. The Trustee may maintain, continue, dissolve, change or sell any business which is part of this Living Trust, or purchase any business on behalf of this Living Trust, as the Trustee deems reasonable and in the best interest of this Living Trust.
- g. The Trustee may purchase, maintain, convert and liquidate investments or securities, at reasonable risk, and for the purpose of generating income and growth, and vote stock in person or by proxy, or exercise any option concerning any investments or securities, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- h. The Trustee may open or close bank accounts wherever reasonable and in the best interest of this Living Trust.
- i. The Trustee may invest and reinvest the assets of this Living Trust, at reasonable risk, for the purpose of generating income and growth, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- j. The Trustee may hold un-invested cash and unproductive property where it is reasonable and in the best interest of this Living Trust to do so including, but not limited to, for the

purpose of protecting the capital and principal of this Living Trust.

- k. The Trustee may lend funds to any borrower where the loan is adequately secured by sufficient collateral and where the loan is reasonable and in the best overall interest of this Living Trust.
 - l. The Trustee may borrow funds from any lender and mortgage or otherwise encumber any asset belonging to this Living Trust where the loan is reasonable and in the best overall interest of this Living Trust.
 - m. The Trustee may maintain, settle, abandon, sue or defend, or otherwise deal with any claim where it is reasonable and in the best interest of the Living Trust to do so.
 - n. The Trustee may make the Final Distribution in any combination of cash and property. Property selection and valuation in the course of the Final Distribution will be made in the good faith discretion of the Trustee and will be binding on all Beneficiaries.
38. It is incumbent on the Trustee to act as fiduciaries, in good faith and in the best interest of the Living Trust.
39. All decisions of the Acting Trustee, made in good faith, regarding the management of this Living Trust will be final and binding on all parties.
40. The above authority and powers granted to the Trustee are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Living Trust and may be exercised as often as required, and without application to or approval by any court.

Trustee Compensation

41. Any Trustee who is not a Beneficiary of this Living Trust will receive reasonable compensation out of the resources of this Living Trust for services rendered. A Trustee who is also a Beneficiary under this Living Trust will serve without compensation.

Trustee Expenses

42. A Trustee is entitled to be reimbursed out of the income and property of this Living Trust for any and all expenses, including interest where appropriate, where the expense is reasonably and properly incurred in the management of this Living Trust.

Spendthrift Clause

43. No Beneficiary of this Living Trust will have the power to transfer, sell, assign, or otherwise encumber any assets or property held by this Living Trust prior to the Final Distribution by the Acting Trustee. Similarly, the right of distribution held by any Beneficiary under this Living Trust agreement will not be subject to judicial encumbrance prior to the Final Distribution by the Acting Trustee.

Outstanding Debts, Taxes or Funeral Expenses

44. After the death of the Grantors, and prior to the Final Distribution, the Acting Trustee will pay all legally enforceable debts and taxes attributable to the Grantors out of the assets of this Living Trust.

Tax Identification

45. For tax purposes, this Living Trust will be identified by the Grantors' Social Security Numbers during the lifetime of the Grantors. After the death of the Grantors, the Acting Trustee will apply to the IRS for any necessary tax identification numbers.

Homestead Tax Exemption

46. If the principal residence of the Grantors is held within this Living Trust, the Grantors maintain the right to possess and inhabit the residence without rent and charge-free, for the duration of their lifetime. This is intended for the purpose of giving the Grantors a beneficial interest and possessor rights in the residence and to ensure that the Grantors do not lose any eligibility for a state homestead tax exemption that they would otherwise qualify for.

Vote of Minor or Adult Dependent Beneficiaries

47. Where a Beneficiary is a Minor or Adult Dependent Beneficiary and a vote, consent, or decision of the Qualified Beneficiaries is required, then the parent, custodian or guardian for that Minor or Adult Dependent Beneficiary, acting in the best interest of that Minor or Adult Dependent Beneficiary, will be allowed to take the place of that Minor or Adult Dependent Beneficiary for

the purpose of that vote, consent, or decision.

Termination of Trust

48. This Living Trust will terminate where the Property of this Living Trust is exhausted through distributions.
49. In the event that the Acting Trustee concludes that the value of the Property is insufficient to justify the cost of administration and that the aggregate value of the Property is less than \$50,000.00 (USD), the Acting Trustee may terminate this Living Trust after providing notice to the Qualified Beneficiaries. Where this Living Trust is terminated under this section, the Acting Trustee will distribute the Property in a manner consistent with and as described in the distributions sections of this Living Trust.

Abstract of Trust

50. The Acting Trustee may execute an abstract of this Living Trust (the "Abstract of Trust") and may present the Abstract of Trust to a financial institution as proof of the existence of this Living Trust. The Abstract of Trust should not contain full details of the property holdings of the Living Trust nor should it name all of the Beneficiaries of the Living Trust. Any person who is presented with an Abstract of Trust with regard to this Living Trust will be held harmless for relying on the Abstract of Trust.

Governing Law

51. This Living Trust will be governed in accordance with the laws of the State of Georgia.

Severability

52. If any provisions of this Living Trust are deemed unenforceable, the remaining provisions will remain in full force and effect.

Definitions

53. For the purpose of this Living Trust the following definitions will apply:
 - a. "Acting Trustee" means any Trustee who is currently serving as a Trustee of this Living Trust.

- b. "Adult Dependent Beneficiary" means an adult beneficiary who is unable to manage their own financial affairs by reason of mental or other disability.
- c. "Age of Majority" means the age of majority of the jurisdiction where a beneficiary ordinarily resides.
- d. "Incapacity" or "Incapacitated" means when a person is unable to manage their own financial affairs by reason of mental or other disability.
- e. "Minor Beneficiary" means a beneficiary who is under the legal Age of Majority.
- f. "Trustee" means any Primary Trustee or Successor Trustee as well as any replacement or additional Trustee appointed for this Living Trust.
- g. "Qualified Beneficiary" means any beneficiary that is then entitled to a benefit under this Living Trust.

IN WITNESS WHEREOF, the parties hereto have signed their names on this the _____ day of _____, _____ in _____, Georgia, declaring and publishing this instrument as the Grantors' Living Trust.

(Co-Grantor)

(Co-Grantor)

Witness #1 Signature

Witness #1 Name (Please Print)

Witness #1 Street Address

Witness #1 City/State

Witness #2 Signature

Witness #2 Name (Please Print)

Witness #2 Street Address

Witness #2 City/State

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF GEORGIA

COUNTY OF _____

This instrument was acknowledged before me, _____, this _____ day of _____, _____, by _____, and _____

Notary Public for the State of Georgia

Seal:

Schedule A

The Grantors assign, convey and deliver to this Living Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or personal:

1. Business assets of Creation investors.

LAST WILL AND TESTAMENT OF _____

I, _____, presently of _____, Georgia, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS

Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

EXECUTOR

Definition

2. The expression 'my Executor' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'executor' in this Will is synonymous with and includes the terms 'personal representative' and 'executrix'.

Appointment

3. I appoint _____ of _____, Georgia to be the sole Executor of this Will.
4. No bond or other security of any kind will be required of any Executor appointed in this Will.

Powers of My Executor

5. I give and appoint to my Executor the following duties and powers with respect to my estate:
 - a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by this Will as soon as convenient after my death. If any of the real property devised in this Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;

DISPOSITION OF ESTATE

Payment of Debts and Expenses

7. I direct that any debts owed, including but not limited to, expenses associated with the probate of this Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of this Will will be paid first from my estate.

Disposition of Property

8. Except as otherwise provided in this Will, all of the property that I own at my death, or which may become payable to my estate or my Executor, and any property that I have the power to dispose of under this Will shall be distributed to the trustee of the The _____ and _____ Revocable Living Trust dated _____, _____ to be administered and distributed as provided under that trust.

GENERAL PROVISIONS

Insufficient Estate

9. If the value of my estate is insufficient to fulfill all of the bequests described in this Will then I give my Executor full authority to decrease each bequest by a proportionate amount.

No Contest Provision

10. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

11. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

- b. To take all legal actions to have the probate of this Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of Georgia;
 - c. To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
 - d. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
 - e. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;
 - f. To open or close bank accounts;
 - g. To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;
 - h. To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate; and
 - i. To employ any lawyer, accountant or other professional.
6. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

IN WITNESS WHEREOF, I have signed my name on this the _____ day of _____, _____ in _____, Georgia, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

_____ (Testator) Signature

SIGNED AND DECLARED by _____ on the _____ day of _____, _____ to be the Testator's Last Will, in our presence, at _____, Georgia, who at the Testator's request and in the presence of the Testator and of each other, all being present at the same time, have signed our names as witnesses.

Witness #1 Signature

Witness #1 Name (Please Print)

Witness #1 Street Address

Witness #1 City/State

Witness #2 Signature

Witness #2 Name (Please Print)

Witness #2 Street Address

Witness #2 City/State

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, _____ and _____, known to me to be the Testator 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, _____, Testator, declared to me and to the witnesses in my presence that said instrument is the Last Will of the Testator and that the Testator had willingly made and executed it as their free and voluntary act and deed for the purposes therein expressed. The witnesses, each on oath, stated to me in the presence and hearing of the Testator, that the Testator had declared to them that the instrument is the Testator's Last Will and that the Testator 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 Last Will as witness in the presence of the Testator and at the Testator's request; that the Testator was 14 years of age or over and of sound mind; and that each of the witnesses was then at least 14 years of age.

Testator

Witness #1

Witness #2

Sworn to and subscribed before me by _____, the Testator, and sworn to and subscribed before me by _____ and _____, witnesses, this _____ day of _____, A.D. 20 _____.

(Seal)
(Signed) _____

(Official capacity of officer)

LAST WILL AND TESTAMENT OF _____

I, _____, presently of _____, Georgia, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS

Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

EXECUTOR

Definition

2. The expression 'my Executor' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'executor' in this Will is synonymous with and includes the terms 'personal representative' and 'executrix'.

Appointment

3. I appoint _____ of _____, Georgia to be the sole Executor of this Will.
4. No bond or other security of any kind will be required of any Executor appointed in this Will.

Powers of My Executor

5. I give and appoint to my Executor the following duties and powers with respect to my estate:
 - a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by this Will as soon as convenient after my death. If any of the real property devised in this Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;

- b. To take all legal actions to have the probate of this Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of Georgia;
 - c. To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
 - d. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
 - e. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;
 - f. To open or close bank accounts;
 - g. To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;
 - h. To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate; and
 - i. To employ any lawyer, accountant or other professional.
6. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE

Payment of Debts and Expenses

7. I direct that any debts owed, including but not limited to, expenses associated with the probate of this Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of this Will will be paid first from my estate.

Disposition of Property

8. Except as otherwise provided in this Will, all of the property that I own at my death, or which may become payable to my estate or my Executor, and any property that I have the power to dispose of under this Will shall be distributed to the trustee of the The _____ and _____ Revocable Living Trust dated _____, _____ to be administered and distributed as provided under that trust.

GENERAL PROVISIONS

Insufficient Estate

9. If the value of my estate is insufficient to fulfill all of the bequests described in this Will then I give my Executor full authority to decrease each bequest by a proportionate amount.

No Contest Provision

10. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

11. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name on this the _____ day of _____, _____ in _____, Georgia, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

_____ (Testator) Signature

SIGNED AND DECLARED by _____ on the _____ day of _____, _____ to be the Testator's Last Will, in our presence, at _____, Georgia, who at the Testator's request and in the presence of the Testator and of each other, all being present at the same time, have signed our names as witnesses.

Witness #1 Signature

Witness #2 Signature

Witness #1 Name (Please Print)

Witness #2 Name (Please Print)

Witness #1 Street Address

Witness #2 Street Address

Witness #1 City/State

Witness #2 City/State

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, _____ and _____, known to me to be the Testator 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, _____, Testator, declared to me and to the witnesses in my presence that said instrument is the Last Will of the Testator and that the Testator had willingly made and executed it as their free and voluntary act and deed for the purposes therein expressed. The witnesses, each on oath, stated to me in the presence and hearing of the Testator, that the Testator had declared to them that the instrument is the Testator's Last Will and that the Testator 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 Last Will as witness in the presence of the Testator and at the Testator's request; that the Testator was 14 years of age or over and of sound mind; and that each of the witnesses was then at least 14 years of age.

Testator

Witness #1

Witness #2

Sworn to and subscribed before me by _____, the Testator, and sworn to and subscribed before me by _____ and _____, witnesses, this _____ day of _____, A.D. 20 _____.

(Seal)
(Signed) _____

(Official capacity of officer)