

LEGACY AI CONSULTING

GEORGIA ESTATE PLANNING ATTORNEY-PROOFING PACKAGE

Married-Couple

GA-MR-2026.08-M1.2

**ATTORNEY REVIEW DRAFT - NOT FOR EXECUTION - GEORGIA COUNSEL VERIFICATION
REQUIRED**

“Complete Estate Planning document packages, prepared for thorough attorney review.”

SCOPE AND RELEASE CONTROL

This package is a coordinated preparation draft. It is not attorney accepted, authorized for execution, published, or production authorized. Georgia counsel must approve the exact profile, language, versions, execution ceremony, funding, title, recording, tax treatment, delivery, retention, and release conditions in writing.

Document Inventory and Control Record

- Georgia Revocable Living Trust - complete 11-Article draft
- Schedule A - Property Inventory and Funding Review
- Pour-Over Last Will and Testament for each spouse
- Georgia Financial Power of Attorney for each spouse
- Georgia Advance Directive for Health Care for each spouse
- HIPAA and Medical Information Authorization for each spouse
- Assignment of Tangible Personal Property
- Certification of Trust
- Digital Assets and Electronic Records Direction
- Remains, Funeral, Burial, and Cremation Direction
- Funding, Title, Deed, Beneficiary-Designation, Execution, Delivery, Retention, and Post-Funding Audit Checklists
- Professional Review Flags, Attorney Disposition, and Version-Specific Release Record

Profile Assumptions

This proofing package is limited to a straightforward Georgia resident profile using placeholders. It does not select legal strategy. Complex or inconsistent facts trigger a stop and attorney review.

Mandatory Stop Conditions

- Capacity, coercion, exploitation, or contested instructions
- Multistate or foreign property, residence, fiduciary, beneficiary, or execution
- Blended family, divorce, premarital agreement, disinheritance, omitted heirs, or beneficiary conflict
- Minor, special-needs, public-benefits, Medicaid, long-term-care, guardianship, or conservatorship issues
- Business, farm, mineral, professional entity, creditor, bankruptcy, litigation, or environmental property
- Estate, gift, generation-skipping, retirement, portability, QTIP, tax-apportionment, or unusual valuation issues
- Remote or electronic execution without written version-specific authorization
- Any conflict with an existing Trust, Will, POA, directive, deed, beneficiary designation, or court order

CLIENT READINESS INTAKE AND ARTICLE MAP

This intake collects minimum-necessary preparation information. It does not select legal language or provide advice. Each answer remains visible to the client and reviewing attorney beside the Trust Article or companion document it may affect.

INTAKE SECTION	DOCUMENT / ARTICLE CONNECTION	CLIENT INPUT / REVIEW
Identity, Georgia connection, and capacity	Articles 1 and 11; Will execution	Legal name and aliases; residence and domicile facts; citizenship; preferred contact; language/accessibility; capacity or coercion concern. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Household and family	Articles 1, 5, 6, 7, and 8; Pour-Over Will	Marital status; current and former spouse; children and descendants; adoption; deceased family; minors; dependents; special-needs or benefits concerns. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Existing estate documents	All instruments; version control	Existing Trust, Will, Codicil, POA, Advance Directive, deed, beneficiary designation, marital agreement, court order, or business agreement. If Yes, open the secure upload control. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Property and ownership	Articles 1, 4, 5, and 9; Schedule A	Georgia and out-of-state real property; accounts; vehicles; tangible property; insurance; retirement; business; digital assets; debts; title; marital classification; approximate values. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Fiduciaries and agents	Articles 2 and 3; Will, POA, Directive	Trustee, successor Trustee, Personal Representative, financial agent, health agent, guardian nominees, alternates, relationships, addresses,

		conflicts, and willingness. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Beneficiaries and distribution	Articles 5 through 8	Primary, contingent, charitable, excluded, minor, incapacitated, or special-needs beneficiaries; survival; ages; shares; staged distribution; tangible-property directions. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Incapacity and health care	Articles 3 and 4; POA, Directive, HIPAA	Incapacity determination preferences; treatment choices; agent limitations; guardianship nomination; records access; facilities; anatomical gift and after-death directions. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Administration, tax, and complexity	Articles 5, 9, and 11	Multistate facts; estate/gift/GST concerns; retirement; litigation; creditors; public benefits; business succession; unusual assets; requested professional coordination. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]
Execution, custody, and release	All instruments	Signing location; in-person/remote request; witness/notary conflicts; original custodian; permitted recipients; attorney; release and retention instructions. [CLIENT ENTRY / ATTACHMENT / ATTORNEY NOTE]

Conditional Existing-Document Upload

Question: “Do you currently have a Trust, Will, Codicil, Power of Attorney, health directive, or related estate document?” If No, continue. If Yes, display a secure upload control and require document type, date, state, signer, page count, filename, and client description. Accept only approved file types and sizes; scan; encrypt; preserve the original; record hash, uploader, time, matter, access, download, replacement, and deletion/retention events. Never overwrite an uploaded original.

UPLOAD STOP RULE

A conflicting, incomplete, unreadable, unsigned, out-of-state, court-filed, or attorney-drafted document creates a professional-review flag. Uploading does not authorize amendment, reliance, or release.

Fictional Completed Demonstration Scenario

SAMPLE ONLY — Marcus and Evelyn Carter are fictional married Georgia residents. Their sample matter shows separate spouse identities, jointly titled residence, separate retirement accounts, two adult children, one minor grandchild, named successor Trustees, separate POAs and Advance Directives, a prior Will upload, Article-level status indicators, attorney flags, correction history, controlled download, and print proof. No sample is executable.

PART I - GEORGIA REVOCABLE LIVING TRUST

TEMPLATE IDENTIFIER

GA-MR-2026.08-M1.0 | Effective only after written Georgia-counsel release.

ARTICLE 1 - LIVING TRUST AGREEMENT AND MARITAL PROPERTY CONTROL

1.01 Parties, Name, and Joint Trust Identification

[SPOUSE ONE] and [SPOUSE TWO], Georgia residents, are the Grantors and initial Co-Trustees of “[JOINT TRUST NAME] dated [DATE].” Each contributes only property lawfully transferable and identified by source and ownership classification on Schedule A.

1.02 Definitions and Family Record

“Grantors” means both spouses. “Deceased Grantor” and “Surviving Grantor” apply after the first death. Descendant, spouse, adoption, separate property, jointly owned property, beneficial shares, and representation terms require reconciliation with the marriage, family, title, and agreement records.

1.03 Property Classification and Contributions

The schedule shall classify each asset as Spouse One separate property, Spouse Two separate property, joint property, or unresolved pending attorney/title review. Trust contribution does not itself change marital character, waive rights, convey Georgia real property, or override an agreement.

1.04 Amendment, Revocation, Withdrawal, and Concurrence

During joint capacity, jointly contributed property may be amended, revoked, or withdrawn only under the concurrence rule approved by counsel. Each spouse retains only those powers over separate contributions expressly stated. An agent may not exercise personal powers without express authority.

1.05 Governing Law and Situs

Georgia law governs the approved administration, subject to property-specific law. Any change of domicile, situs, Trustee, or property state triggers attorney review.

ARTICLE 2 - CO-TRUSTEE AND SUCCESSOR ADMINISTRATION

2.01 Co-Trustee Administration

While both spouses serve and have capacity, actions require [JOINT ACTION/INDEPENDENT ACTION AS APPROVED]. High-risk actions, gifts, beneficiary changes, amendment, revocation, withdrawal, and disposition of real property require the approved concurrence.

2.02 Successors for Either Spouse

Successors for Spouse One: [NAMES]. Successors for Spouse Two: [NAMES]. A successor's authority depends on whether one spouse remains capable, which property or subtrust is involved, and written acceptance.

2.03 Incapacity, Removal, Vacancy, and Restoration

Each spouse's capacity is determined separately. One spouse's incapacity does not automatically establish the other's authority over all property. Appointment, removal, resignation, incapacity, and restoration require written documentation and notice.

2.04 Bond, Compensation, and Conflicts

Bond and compensation follow the final Georgia-approved terms. A spouse or successor acting across differently owned shares must identify and manage conflicts.

ARTICLE 3 - INCAPACITY OF EITHER OR BOTH GRANTORS

3.01 Incapacity of One Grantor

If one spouse is incapacitated under the approved standard, the capable spouse and any successor administer only the interests and powers assigned by the final instrument. Separate property, joint property, fiduciary authority, POA authority, and support obligations must remain distinct.

3.02 Incapacity of Both Grantors

If both spouses are incapacitated, the designated successor Trustee shall administer for both spouses and their lawful dependents, maintain separate accounting where required, and preserve each spouse's estate plan and property character.

3.03 Support, Residence, and Care

Distributions may address each spouse's health, support, residence, care, insurance, taxes, and existing dependents, considering resources and conflicts. Medicaid, long-term care, special needs, and guardianship stop automation.

3.04 Restoration and Accounting

Restoration is determined separately for each spouse. The Trustee must report, reconcile, and transfer control as approved.

ARTICLE 4 - LIFETIME ADMINISTRATION

4.01 Lifetime Beneficial Interests

During joint capacity, income and principal may be distributed to or for either spouse under the approved ownership, tax, and support rules.

4.02 Separate and Joint Property Administration

Receipts, gains, liabilities, and distributions shall be tracked to the applicable ownership share when required. No clause conclusively changes legal character without valid agreement and counsel approval.

4.03 Gifts and Other Beneficiaries

Lifetime gifts or support for descendants or others require the authority, concurrence, tax review, and fiduciary safeguards stated in the final version.

ARTICLE 5 - FIRST-DEATH ADMINISTRATION

5.01 First-Death Administration

At the first death, the Trustee shall identify the deceased and surviving spouse's property, governing versions, title, beneficiary designations, agreements, debts, claims, expenses, taxes, and family protections before allocating any share.

5.02 Survivor and Deceased-Share Allocation

Property shall be allocated to the Survivor's share, deceased spouse's share, marital/family share, or other approved subtrust only under the final attorney-approved design. This draft does not choose a tax or asset-protection strategy.

5.03 Surviving Spouse Rights and Year's Support

Georgia spousal protections, year's support, omitted-spouse issues, waivers, agreements, and elective decisions require specific attorney advice. Trust terms do not presume waiver.

5.04 Administration After First Death

The surviving spouse and Trustee shall maintain records, values, reserves, notices, and separate accounting; exercise powers only for the applicable share; and obtain approval for disclaimers, elections, portability, QTIP, or tax allocation.

ARTICLE 6 - SURVIVING-SPOUSE AND FINAL DISTRIBUTION

6.01 Surviving-Spouse Administration

During the surviving spouse's life, the survivor receives the beneficial interests and powers stated in the approved plan. Withdrawal, appointment, amendment, and beneficiary-change powers differ by share and may not be implied.

6.02 Death of Surviving Spouse

At the survivor's death, the Trustee shall repeat death-administration steps, reconcile both estates and subtrusts, and apply the final beneficiary schedule.

6.03 Descendant and Other Beneficiary Shares

The residue passes to [BENEFICIARIES/SHARES] with survival, representation, specific-gift, continuing-trust, and alternate provisions individually approved.

6.04 Minors and Protected Beneficiaries

Continuing shares must specify standards, Trustee, public-benefits safeguards, age/stage distributions, and termination terms.

ARTICLE 7 - REMOTE CONTINGENT DISTRIBUTION

7.01 Remote Contingent Distribution After Both Deaths

If no named beneficiary qualifies, each property share shall pass under the Georgia intestacy class and determination date approved for the applicable Grantor or consolidated plan.

7.02 Family-Status Verification

The Trustee must stop for adoption, paternity, half-blood, posthumous heir, slayer, disclaimer, foreign heir, or disputed relationship.

ARTICLE 8 - UNDERAGE AND INCAPACITATED BENEFICIARIES

8.01 Distribution Methods

The Trustee may use guardian, conservator, custodian, provider, separate trust, or direct distribution methods approved for an underage or incapacitated beneficiary.

8.02 Conflicts and Public Benefits

The Trustee must document selection and obtain advice for public benefits, guardianship, support duties, or conflicting family interests.

8.03 Digital and Restricted Information

No credentials, private keys, recovery codes, or full account numbers belong in intake or estate documents.

ARTICLE 9 - TRUST ADMINISTRATION AND TRUSTEE POWERS

9.01 Fiduciary Duties Across Shares

The Trustee owes the duties required by Georgia law and must administer each marital, survivor, deceased-spouse, and beneficiary share consistently with its distinct purposes.

9.02 Accounting and Information

Maintain separate or consolidated records as required; provide notices, reports, and accountings; identify allocations between spouses and shares.

9.03 Administrative Powers

Exercise investment, sale, lease, business, insurance, borrowing, claim, professional, distribution, and digital-asset powers only for the proper share and subject to fiduciary duties.

9.04 High-Risk Powers and Tax Matters

Gifts, guarantees, related-party actions, beneficiary changes, retirement benefits, tax elections, portability, QTIP, GST, basis, and apportionment require express attorney disposition.

ARTICLE 10 - IN-KIND TANGIBLE PERSONAL PROPERTY

10.01 Separate or Joint Memoranda

Each Grantor may prepare, sign, date, amend, replace, or revoke a separate or joint written memorandum or list directing the distribution of qualifying tangible personal property. A direction is effective only to the extent the directing Grantor owned the identified item, held authority under title or a valid agreement to direct it, described the item and recipient with sufficient certainty, and completed the memorandum in the manner recognized by the final Georgia-counsel-approved plan. A joint memorandum does not change ownership or create authority in one spouse over the other spouse's property. A memorandum shall not dispose of money, evidence of indebtedness, securities, business interests, real property, titled property requiring a separate transfer, digital assets, intangible property, or property governed by contract or beneficiary designation unless the final instrument expressly and lawfully provides otherwise. The Trustee may require evidence of authenticity, ownership, date, concurrence, and revocation before relying on a direction.

10.02 Conflicting Directions

The Trustee shall compare each spouse's memorandum and any joint memorandum with this Trust, Schedule A, both Wills and Codicils, title records, marital or property agreements, assignments, contracts, beneficiary designations, and other controlling instruments. If spouses give inconsistent directions, both purport to direct the same item, ownership is disputed, title is joint, concurrence is required, or a later instrument appears inconsistent, the Trustee shall withhold distribution until Georgia counsel determines the controlling ownership and priority rule. No direction authorizes the Trustee to disregard a valid title interest, contractual right, spousal or family right, lien, court order, or later legally effective direction.

10.03 Delivery, Costs, Valuation, Lapse, and Equalization

The final plan shall state which share bears packing, storage, insurance, transportation, appraisal, and other delivery expenses; how liens and encumbrances are charged; and whether an item may be delivered from joint, separate, survivor, or deceased-spouse property. If an item is unavailable, sold, not owned by the applicable Trust share, cannot

lawfully be delivered, or the recipient fails to survive for the required period or disclaims, the item or proceeds shall pass under the approved lapse and residue provisions. The Trustee may use qualified appraisals and make non-pro-rata in-kind allocations only under a stated, counsel-approved valuation and equalization method. No beneficiary has an automatic right to select an item or compel an in-kind distribution.

ARTICLE 11 - GENERAL PROVISIONS

11.01 Maximum Duration

Every continuing trust or share created under this instrument shall terminate no later than the maximum period permitted by the Georgia law applicable to that interest. Before that period ends, the Trustee shall distribute the remaining property to the persons then entitled under the final termination provision, after retaining reasonable reserves and completing administration. No general reference to perpetuities, lives in being, a fixed number of years, dynasty duration, migration, decanting, or division selects a duration. Georgia counsel must approve the measuring period, savings language, class-closing rule, and termination beneficiaries for every survivor, deceased-spouse, marital, family, descendant, and protected-beneficiary share.

11.02 Spendthrift and Claims

To the extent permitted by Georgia law, no beneficiary may anticipate, assign, pledge, encumber, sell, transfer, or alienate an undistributed beneficial interest, and no creditor or claimant may attach, garnish, levy upon, or compel an undistributed interest or discretionary distribution before receipt. This restraint does not enlarge Trustee discretion, defeat a mandatory distribution, protect settlor-accessible property beyond Georgia law, or override a valid exception involving a spouse, former spouse, child, support claimant, governmental claim, tax lien, bankruptcy interest, judgment, or other protected claimant. Because each Grantor may be a settlor and beneficiary and property may be joint or separate, the Trustee must identify the source and share before applying this provision and must not promise asset protection.

11.03 Contest, Severability, and Reformation

A person who directly or indirectly contests this Trust, either coordinated Will, or a material provision shall be affected only to the extent a Georgia-counsel-approved contest clause is enforceable under the facts and controlling law. No forfeiture may be imposed without legal review of probable cause, standing, public policy, beneficiary status, and the alleged conduct. If a provision is invalid, unlawful, impracticable, or inconsistent with a controlling tax objective, the remaining provisions continue to the fullest lawful extent. Construction,

modification, division, merger, termination, or reformation must follow required consent, notice, court, tax, and fiduciary procedures and approximate the Grantors' lawful intent without unilateral system or Trustee rewriting.

11.04 Divorce, Death Order, and Survivorship

Divorce, annulment, legal separation, a pending domestic proceeding, remarriage, a premarital or postmarital agreement, or another family-status change requires immediate review of every beneficial interest, fiduciary appointment, reserved power, designation, and companion instrument. The legal effect of the event is governed by controlling law and the final coordinated documents; no automatic revocation, waiver, or survival result is inferred from this clause. If the spouses or another beneficiary die in circumstances in which death order is uncertain, each person is treated as surviving or predeceasing only as the approved plan and simultaneous-death law direct. Every survival period must be coordinated across this Trust, both Wills, beneficiary designations, and each subtrust or share.

11.05 Notices, Counterparts, Electronic Records, and Construction

A notice, demand, consent, concurrence, direction, acceptance, resignation, certification, amendment, or other record must be written, signed when required, and delivered to the persons, addresses, and by the method stated in the final version or required by law. Permitted personal delivery, mail, commercial delivery, and electronic transmission are effective only upon the approved event, and proof shall be retained. Each Grantor may sign a separate counterpart only if Georgia counsel authorizes the method; together the authorized counterparts constitute one instrument. Copies and electronic records have only the effect allowed by the final version and law. Headings aid reference but do not limit text. Singular and plural, defined terms, pronouns, descendants, representation, survival, property ownership, and share references must be construed consistently with the approved definitions and facts.

11.06 Separate Signatures and Acknowledgment

Each Grantor shall separately sign or acknowledge the final Trust through the exact Georgia-counsel-approved ceremony, using the approved witnesses, notarial act, acknowledgment certificate, concurrence, counterpart procedure, and electronic or in-person method. Trustee acceptance, if required, must identify the office, affected share, and exact Trust version. A signature authenticates only the instrument signed: it does not transfer or reclassify property, fund the Trust, validate a deed, change title or a beneficiary designation, make a tax election, waive a spousal or family right, approve a remote ceremony, authorize client release, or cure an inconsistent companion instrument. Signature and acknowledgment pages must remain attached to and stored with the approved version and audit record.

SIGNATURE AND ACKNOWLEDGMENT CONTROL

Grantor(s): [SIGNATURE BLOCKS RESERVED]. Trustee acceptance: [IF REQUIRED]. Georgia acknowledgment/notarial certificate: [VERSION-SPECIFIC FORM TO BE APPROVED BY GEORGIA COUNSEL].

DO NOT SIGN

The signature pages are intentionally controlled. Georgia counsel must supply or approve the execution ceremony and exact acknowledgment before release.

PART II - SCHEDULE A: PROPERTY INVENTORY AND FUNDING REVIEW

Asset / description	Current owner / title	Proposed treatment	Attorney/title disposition
Georgia residence / real property	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Other real property	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Bank and cash accounts	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Investment accounts	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Retirement accounts	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Life insurance and annuities	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Business interests	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Vehicles and titled property	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Tangible personal property	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Digital assets and intellectual property	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]
Debts, liens, and contingent claims	[ENTER]	[REVIEW - NO TRANSFER BY SCHEDULE]	[ATTORNEY/TITLE REVIEW]

FUNDING WARNING

This schedule is not a deed, assignment of restricted property, beneficiary designation, account instruction, or evidence of completed funding. Georgia real property requires a separate attorney/title-reviewed deed and county recording process.

PART III - GEORGIA POUR-OVER LAST WILL AND TESTAMENT

Last Will and Testament of [SPOUSE ONE]

I, [SPOUSE ONE], a Georgia resident, declare this instrument to be my Last Will and Testament and revoke prior Wills and Codicils to the extent permitted by law. I execute it voluntarily while possessing the testamentary capacity required by Georgia law.

Article I - Family and Existing Documents

My spouse, descendants, prior relationships, agreements, and existing estate documents are identified in the approved client record. Any inconsistency, omitted person, adoption, divorce, or after-born/after-adopted child requires attorney resolution before execution.

Article II - Expenses, Claims, and Taxes

My Personal Representative may pay properly chargeable expenses, claims, administration costs, and taxes under the attorney-approved apportionment and contribution provisions. This draft makes no tax election and does not automatically charge nonprobate obligations to the probate residue or Trust.

Article III - Tangible Personal Property

I give qualifying tangible personal property as provided in any valid memorandum and the coordinated Trust provisions. Ownership, lapse, encumbrance, delivery cost, and conflicting directions are subject to the final attorney-approved rules.

Article IV - Pour-Over Residue

I give the residue of my probate estate to the then-acting Trustee of [TRUST NAME] dated [DATE], as amended before my death, to be added to and administered under that Trust. If that disposition cannot operate, the residue shall pass under the alternate trust-incorporation or beneficiary provision approved by Georgia counsel; this draft does not itself select that legal treatment.

Article V - Personal Representative

I nominate [PRIMARY PERSONAL REPRESENTATIVE], then [ALTERNATE]. Bond, reports, court authority, sale powers, tax powers, business administration, digital assets, and foreign property shall be governed by the final Georgia-approved provisions. Unsupported “non-intervention” terminology is excluded.

Article VI - Guardians

I nominate [PRIMARY GUARDIAN], then [ALTERNATE], for each minor child for whom nomination is permitted. The court retains controlling authority. Disputes, special needs, nonresident nominees, and unavailable parents require individual review.

Article VII - Survivorship and Common Disaster

A beneficiary must survive for the period coordinated with the Trust. Simultaneous or uncertain death, spouse survival, and alternate disposition shall follow the final Georgia-approved rule; no presumption is adopted automatically.

Article VIII - Contest, Severability, and Construction

Any contest provision applies only to the extent enforceable under Georgia law. Invalid language shall be severed or reformed only through the approved legal process. Headings do not control meaning.

Article IX - Digital Assets and Records

My fiduciaries may access, manage, disclose, transfer, archive, or delete digital assets only to the extent authorized by Georgia law, federal law, applicable terms of service, and my express directions. No passwords or private keys appear in this Will.

Georgia Execution and Self-Proving Control

[TESTATOR SIGNATURE], [TWO GEORGIA-QUALIFIED WITNESS SIGNATURES], and [GEORGIA SELF-PROVING AFFIDAVIT / NOTARIAL CERTIFICATE] are reserved for the exact version and ceremony approved by Georgia counsel under current O.C.G.A. §§ 53-4-20 and 53-4-24.

DO NOT SIGN

The baseline age-21 recital and generic out-of-state attestation/notary block were removed. Counsel must approve the current Georgia capacity recital, witness ceremony, affidavit, notary certificate, electronic/remote eligibility, and duplicate-original treatment.

Last Will and Testament of [SPOUSE TWO]

I, [SPOUSE TWO], a Georgia resident, declare this instrument to be my Last Will and Testament and revoke prior Wills and Codicils to the extent permitted by law. I execute it voluntarily while possessing the testamentary capacity required by Georgia law.

Article I - Family and Existing Documents

My spouse, descendants, prior relationships, agreements, and existing estate documents are identified in the approved client record. Any inconsistency, omitted person, adoption, divorce, or after-born/after-adopted child requires attorney resolution before execution.

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DO NOT SIGN

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PART IV - GEORGIA FINANCIAL POWER OF ATTORNEY

Statutory-Form Preparation Draft for [SPOUSE ONE]

This preparation draft follows the subject structure of O.C.G.A. Chapter 6B of Title 10 and the official Georgia statutory form. It does not grant authority until completed and validly executed.

Agent and Successors

Principal: [SPOUSE ONE]. Agent: [PRIMARY AGENT]. Successor agents: [FIRST SUCCESSOR], [SECOND SUCCESSOR]. Coagent operation: [INDEPENDENT/JOINT AS APPROVED].

General Authority Subjects

- Real property - [GRANT / WITHHOLD / LIMIT]
- Tangible personal property - [GRANT / WITHHOLD / LIMIT]
- Stocks and bonds - [GRANT / WITHHOLD / LIMIT]
- Commodities and options - [GRANT / WITHHOLD / LIMIT]
- Banks and other financial institutions - [GRANT / WITHHOLD / LIMIT]
- Operation of entity or business - [GRANT / WITHHOLD / LIMIT]
- Insurance and annuities - [GRANT / WITHHOLD / LIMIT]
- Estates, trusts, and other beneficial interests - [GRANT / WITHHOLD / LIMIT]
- Claims and litigation - [GRANT / WITHHOLD / LIMIT]
- Personal and family maintenance - [GRANT / WITHHOLD / LIMIT]
- Benefits from governmental programs or civil or military service - [GRANT / WITHHOLD / LIMIT]
- Retirement plans - [GRANT / WITHHOLD / LIMIT]
- Taxes - [GRANT / WITHHOLD / LIMIT]

Specific Authority Requiring Express Grant

Gifts, rights of survivorship, beneficiary designations, delegation, waiver of survivor annuity, fiduciary powers, disclaimers, trust amendment/revocation/withdrawal, and other “hot powers” remain withheld unless expressly described and approved by Georgia counsel.

Effectiveness, Durability, Conservator Nomination, and Revocation

Default immediate effectiveness and durability, any springing condition, incapacity certifier, conservator nomination, prior-POA revocation, and agent compensation must be affirmatively selected and reconciled with the Trust and client instructions.

Georgia Execution Control

Execution requires the principal or directed signer, qualified witness attestation, and notarization before a notary or authorized oath officer who is not the witness, under the exact current Georgia requirements. An original is required when recording the POA with a real-property conveyance.

ATTORNEY REVIEW REQUIRED

Do not initial, sign, notarize, record, or rely on this preparation draft. Georgia counsel must approve the statutory language, special instructions, gifting limits, trust powers, agent duties, certification, and ceremony.

Statutory-Form Preparation Draft for [SPOUSE TWO]

This preparation draft follows the subject structure of O.C.G.A. Chapter 6B of Title 10 and the official Georgia statutory form. It does not grant authority until completed and validly executed.

Agent and Successors

Principal: [SPOUSE TWO]. Agent: [PRIMARY AGENT]. Successor agents: [FIRST SUCCESSOR], [SECOND SUCCESSOR]. Coagent operation: [INDEPENDENT/JOINT AS APPROVED].

General Authority Subjects

- Real property - [GRANT / WITHHOLD / LIMIT]
- Tangible personal property - [GRANT / WITHHOLD / LIMIT]
- Stocks and bonds - [GRANT / WITHHOLD / LIMIT]
- Commodities and options - [GRANT / WITHHOLD / LIMIT]
- Banks and other financial institutions - [GRANT / WITHHOLD / LIMIT]
- Operation of entity or business - [GRANT / WITHHOLD / LIMIT]
- Insurance and annuities - [GRANT / WITHHOLD / LIMIT]
- Estates, trusts, and other beneficial interests - [GRANT / WITHHOLD / LIMIT]
- Claims and litigation - [GRANT / WITHHOLD / LIMIT]
- Personal and family maintenance - [GRANT / WITHHOLD / LIMIT]
- Benefits from governmental programs or civil or military service - [GRANT / WITHHOLD / LIMIT]
- Retirement plans - [GRANT / WITHHOLD / LIMIT]
- Taxes - [GRANT / WITHHOLD / LIMIT]

Specific Authority Requiring Express Grant

Gifts, rights of survivorship, beneficiary designations, delegation, waiver of survivor annuity, fiduciary powers, disclaimers, trust amendment/revocation/withdrawal, and other “hot powers” remain withheld unless expressly described and approved by Georgia counsel.

Effectiveness, Durability, Conservator Nomination, and Revocation

Default immediate effectiveness and durability, any springing condition, incapacity certifier, conservator nomination, prior-POA revocation, and agent compensation must be affirmatively selected and reconciled with the Trust and client instructions.

Georgia Execution Control

Execution requires the principal or directed signer, qualified witness attestation, and notarization before a notary or authorized oath officer who is not the witness, under the

exact current Georgia requirements. An original is required when recording the POA with a real-property conveyance.

ATTORNEY REVIEW REQUIRED

Do not initial, sign, notarize, record, or rely on this preparation draft. Georgia counsel must approve the statutory language, special instructions, gifting limits, trust powers, agent duties, certification, and ceremony.

PART V - GEORGIA ADVANCE DIRECTIVE FOR HEALTH CARE

Advance Directive Preparation Draft for [SPOUSE ONE]

This preparation draft uses the four-part Georgia structure. It replaces the concept of separate current-form Georgia Living Will and durable healthcare POA documents unless counsel directs otherwise.

Part One - Health Care Agent

Declarant: [SPOUSE ONE]. Primary agent: [NAME/CONTACT]. Back-up agents: [NAMES/CONTACTS]. Authority, limitations, access to records, facility admission/discharge, after-death decisions, anatomical gifts, autopsy, and disposition must reflect the declarant's selections.

Part Two - Treatment Preferences

The declarant's choices concerning terminal condition, permanent unconsciousness, life-sustaining procedures, nourishment, hydration, pain relief, and other preferences shall be recorded without the system recommending a choice.

Part Three - Guardianship Nomination

Nominee: [NAME]. Alternate: [NAME]. The court retains authority, and conflict with another nomination must be resolved.

Part Four - Effectiveness and Signatures

The directive becomes effective and remains effective according to the declarant's selected dates/events and Georgia law. The declarant must sign or acknowledge before two qualified witnesses. Witness exclusions apply. The official Georgia form states notarization is not required and a valid copy has the same effect as the original.

STATE-FORM CONTROL

Counsel must compare the final generated version with current O.C.G.A. Chapter 32 of Title 31 and the current official Georgia form before release.

Advance Directive Preparation Draft for [SPOUSE TWO]

This preparation draft uses the four-part Georgia structure. It replaces the concept of separate current-form Georgia Living Will and durable healthcare POA documents unless counsel directs otherwise.

Part One - Health Care Agent

Declarant: [SPOUSE TWO]. Primary agent: [NAME/CONTACT]. Back-up agents: [NAMES/CONTACTS]. Authority, limitations, access to records, facility admission/discharge, after-death decisions, anatomical gifts, autopsy, and disposition must reflect the declarant's selections.

Part Two - Treatment Preferences

The declarant's choices concerning terminal condition, permanent unconsciousness, life-sustaining procedures, nourishment, hydration, pain relief, and other preferences shall be recorded without the system recommending a choice.

Part Three - Guardianship Nomination

Nominee: [NAME]. Alternate: [NAME]. The court retains authority, and conflict with another nomination must be resolved.

Part Four - Effectiveness and Signatures

The directive becomes effective and remains effective according to the declarant's selected dates/events and Georgia law. The declarant must sign or acknowledge before two qualified witnesses. Witness exclusions apply. The official Georgia form states notarization is not required and a valid copy has the same effect as the original.

STATE-FORM CONTROL

Counsel must compare the final generated version with current O.C.G.A. Chapter 32 of Title 31 and the current official Georgia form before release.

PART VI - HIPAA AND MEDICAL INFORMATION AUTHORIZATION

[SPOUSE ONE] authorizes covered entities and business associates to disclose minimum-necessary protected health information to [AUTHORIZED PERSONS] for healthcare decisions, incapacity determinations, benefits coordination, and fiduciary administration, subject to approved scope, expiration, revocation, redisclosure, and signature terms. This authorization does not request medical records in preliminary intake.

[SPOUSE TWO] authorizes covered entities and business associates to disclose minimum-necessary protected health information to [AUTHORIZED PERSONS] for healthcare decisions, incapacity determinations, benefits coordination, and fiduciary administration, subject to approved scope, expiration, revocation, redisclosure, and signature terms. This authorization does not request medical records in preliminary intake.

PRIVACY REVIEW

Georgia counsel/privacy review must approve the final HIPAA form and any Georgia confidentiality overlays.

PART VII - ASSIGNMENT OF TANGIBLE PERSONAL PROPERTY

[ASSIGNOR(S)] assign to the Trustee of [TRUST NAME] all transferable interests in household goods and other non-titled tangible personal property described or generally included, excluding real property, titled vehicles, accounts, retirement benefits, insurance, restricted assets, and any property requiring separate transfer. Ownership and marital classification remain subject to review.

PART VIII - CERTIFICATION OF TRUST

GEORGIA CERTIFICATION OF TRUST

Prepared under O.C.G.A. § 53-12-280

ATTORNEY-REVIEW AND EXECUTION CONTROL

This is a complete preparation draft for the exact Trust version identified below. It is not effective, recordable, or authorized for third-party reliance until every blank is completed, every current Trustee signs, and Georgia counsel approves the transaction-specific powers, limitations, title format, oath, acknowledgment, attachments, and release.

Certification by the Currently Acting Trustees

We, [TRUSTEE ONE FULL LEGAL NAME] and [TRUSTEE TWO FULL LEGAL NAME], being all of the currently acting Trustees of the Trust identified below, certify under oath, based upon our personal knowledge and review of the governing instrument and every effective amendment, that the following statements are true and correct as of the date signed. If the final Trust has only one currently acting Trustee, Georgia counsel must revise this opening, the authority provision, and the signature blocks before use.

1. Existence, Name, Date, and Governing Instrument

The trust exists and is known as the “[FULL LEGAL NAME OF TRUST]” (the “Trust”). The original Trust Agreement was executed on [MONTH DAY, YEAR]. The Trust is presently in existence and has not been terminated. Effective amendments, restatements, or other modifications are dated: [LIST EACH DATE OR STATE “NONE”]. The exact governing version reviewed for this Certification is [DOCUMENT TITLE / VERSION / DATE].

2. Settlers

The Settlers are [SETTLOR ONE FULL LEGAL NAME] and [SETTLOR TWO FULL LEGAL NAME]. Each Settlor’s capacity, death, resignation, or other status relevant to the pending transaction is: [STATE STATUS AND SUPPORTING RECORD].

3. Current Trustees, Addresses, and Required Action

[TRUSTEE ONE FULL LEGAL NAME], whose address is [ADDRESS], and [TRUSTEE TWO FULL LEGAL NAME], whose address is [ADDRESS], are all currently acting Trustees. For the transaction described in Section 9, [BOTH TRUSTEES / EITHER TRUSTEE / OTHER EXACT COMBINATION] must act. The governing Trust provisions controlling that combination are [ARTICLE / SECTION]. No omitted person is presently serving as a co-Trustee.

4. Trustee Succession and Acceptance

The current Trustees acquired office as [INITIAL / SUCCESSOR TRUSTEES] under [ARTICLE / SECTION / EVENT]. Any required acceptance, resignation, removal, incapacity determination, death record, or appointment supporting the current Trusteeship is identified as [DOCUMENT / DATE] and shall be attached or provided only as approved for the pending transaction.

5. Revocability and Power to Amend or Revoke

The Trust is [REVOCABLE / IRREVOCABLE / PARTIALLY IRREVOCABLE AS TO IDENTIFIED SHARE]. The persons presently holding a power to amend or revoke, and the required manner of exercising that power, are: [IDENTITY / SCOPE / CONCURRENCE / LIMITATIONS]. No statement in this Certification expands a Settlor's or Trustee's reserved power.

6. Relevant Trustee Powers

Subject to the Trust's purposes, fiduciary duties, stated limitations, and the transaction-specific selection below, the Trustees possess the power to acquire, hold, safeguard, manage, invest, reinvest, lease, improve, insure, repair, exchange, partition, sell, convey, transfer, assign, encumber, mortgage, pledge, borrow, lend, settle claims, employ professionals, open and control financial accounts, execute contracts and instruments, receive proceeds, and distribute or retain Trust property. Only the powers relevant to the pending transaction are certified: [IDENTIFY EXACT POWER, PROPERTY, COUNTERPARTY, AND LIMITS]. No general description overrides a restriction in the Trust or Georgia law.

7. Restrictions and Limitations

The relevant restrictions or limitations upon the certified power are: [LIST ALL CONDITIONS, REQUIRED CONSENTS, PROPERTY/SHARE LIMITS, SELF-DEALING OR CONFLICT LIMITS, DISTRIBUTION LIMITS, BORROWING LIMITS, AND SPECIAL APPROVALS, OR STATE "NONE AFTER REVIEW"]. This Certification does not authorize a gift, beneficiary change, personal use of Trust property, guaranty for another person, related-party transaction, transfer of property not owned by the Trust, or action outside the Trustee's fiduciary authority unless expressly identified and approved.

8. Manner of Taking Title

Title to Trust property should be taken substantially as follows, subject to the requirements of the receiving institution, closing attorney, title examiner, recorder, and Georgia counsel: "[NAME(S) OF CURRENT TRUSTEE(S)], as Trustee(s) of the [FULL LEGAL NAME OF TRUST] dated [DATE], and any amendments thereto." For real property, the final vesting language,

legal description, deed, return address, transfer-tax treatment, PT-61 filing, county recording, and indexing instructions require separate attorney/title approval. This Certification does not convey or fund property.

9. Pending Transaction and Required Consent

This Certification is delivered solely for the following pending transaction: [DESCRIBE TRANSACTION, PROPERTY/ACCOUNT, COUNTERPARTY, DATE, AND PURPOSE]. Except as specifically disclosed here—[IDENTIFY REQUIRED CONSENT OR STATE “NONE”]—the pending transaction requires no consent or action by a person other than the certifying Trustees acting in the combination stated in Section 3.

10. Status and Continuing Accuracy

The Trust has not been revoked, modified, amended, restated, terminated, divided, merged, or otherwise changed in any manner that would cause a representation in this Certification to be incorrect. No event known to the certifying Trustees has suspended or terminated the certified authority. The Trustees shall notify the recipient before closing or reliance if a material representation becomes inaccurate.

11. Dispositive Terms and Permitted Excerpts

This Certification intentionally omits the Trust’s dispositive provisions. A recipient may request excerpts from the Trust and effective amendments that designate the Trustee and confer the power to act in the pending transaction. Any excerpt supplied shall be limited to the approved purpose, recorded in the custody/audit history, and shall not include beneficiary distributions or unrelated confidential terms unless Georgia counsel determines disclosure is required.

12. Third-Party Reliance

A person acting without knowledge that information in this Certification is incorrect may rely upon it and may assume without inquiry that the certified information is correct, to the extent provided by O.C.G.A. § 53-12-280. A transaction entered in good faith in reliance upon this Certification may be enforced as provided by that statute. This paragraph does not excuse actual knowledge, expand Trustee authority, waive beneficiary remedies, or replace transaction-specific due diligence required by law.

13. Demands, Judicial Proceedings, and Recording

Rights and liabilities concerning a demand for the complete Trust instrument are governed by O.C.G.A. § 53-12-280. Nothing in this Certification limits access to the Trust in a judicial

proceeding concerning the Trust. A Certification in recordable form may be recorded in the office of the clerk of superior court; however, recording, attachment of real-property information, and use in a title transaction require prior approval by Georgia counsel and the closing/title professional.

14. Tax Identification and Reporting

The Trust's taxpayer-identification treatment is [SETTLOR SSN / EIN / OTHER APPROVED TREATMENT]. To protect confidential information, no complete Social Security number or employer identification number appears in this proofing package. The number shall be delivered only through the approved secure method to a recipient legally requiring it. This Certification makes no tax election and does not determine grantor-trust status after a death, incapacity, division, or other change.

15. Accuracy, Purpose, and No Expansion of Authority

The undersigned certify that this document accurately states the matters addressed as of the execution date and is provided in lieu of the complete Trust instrument for the limited purpose stated above. This Certification summarizes existing authority; it does not amend the Trust, create a new power, change property ownership, approve a transaction, or disclose or alter any beneficial interest.

Trustee Certification Under Oath

The undersigned, being all currently acting Trustees required by O.C.G.A. § 53-12-280 and the governing Trust for this Certification, declare under oath that they have read this Certification and that its representations are true and correct as of the date signed.

Trustee One: _____ **Date:** _____

Printed name: [TRUSTEE ONE FULL LEGAL NAME]

Capacity: Current Trustee

Trustee Two: _____ **Date:** _____

Printed name: [TRUSTEE TWO FULL LEGAL NAME]

Capacity: Current Trustee

Georgia Acknowledgment / Jurat - Controlled Form

STATE OF GEORGIA

COUNTY OF _____

Signed and sworn to (or affirmed) before me on _____, 20____, by [TRUSTEE ONE FULL LEGAL NAME] and [TRUSTEE TWO FULL LEGAL NAME], who are personally known to me or produced the identification approved for this notarial act.

Notary Public: _____

Printed name: _____

My commission expires: _____

[NOTARIAL SEAL]

DO NOT SIGN OR RECORD

Georgia counsel must approve the exact Trust version, all completed facts, every current Trustee, required signature combination, relevant powers and limitations, pending transaction, oath versus acknowledgment, notarial certificate, recordability, county, attachments, and release. Remove no unresolved field without a documented attorney disposition.

PART IX - DIGITAL ASSETS AND ELECTRONIC RECORDS DIRECTION

Fiduciaries are authorized only as permitted by Georgia's Revised Uniform Fiduciary Access to Digital Assets Act, federal law, online tools, and service agreements. Client selections must distinguish content from catalog information and preservation from deletion. No password, recovery code, private key, seed phrase, or authentication secret may be entered.

PART X - REMAINS AND DISPOSITION DIRECTION

Client selections: anatomical gift [CHOICE]; autopsy [CHOICE]; funeral/memorial [CHOICE]; burial/cremation/other [CHOICE]; agent [NAME]; alternates [NAMES]; prepaid arrangement [DETAILS]. Reconcile authority and payment provisions with the Georgia Advance Directive and applicable law.

PART XI - FUNDING, EXECUTION, DELIVERY, RETENTION, AND AUDIT CHECKLISTS

Attorney Review

- ☐ Confirm Georgia-licensed reviewing attorney and permitted profile
- ☐ Resolve every flagged legal/tax/property question
- ☐ Approve exact Trust, Will, POA, directive, authorization, schedules, and certification versions
- ☐ Approve witness, notary, self-proof, electronic/remote, and signing-order instructions
- ☐ Record exclusions, corrections, and mandatory re-review date

Funding and Title

- ☐ Obtain title evidence and legal descriptions
- ☐ Prepare attorney/title-reviewed deeds; do not use Schedule A as conveyance
- ☐ Review mortgages, due-on-sale, insurance, homestead/family issues, PT-61, transfer tax, exemptions, and recording county
- ☐ Use institution-specific account and ownership forms
- ☐ Review retirement, insurance, annuity, POD/TOD, and business agreements before changing designations

Execution Ceremony

- ☐ Verify capacity and absence of coercion
- ☐ Use separate ceremony checklist for each document
- ☐ Confirm witness qualifications and conflicts
- ☐ Confirm notary/authorized officer and certificate where required
- ☐ Do not remotely/electronically execute unless exact document and version are approved
- ☐ Retain signed originals and execution record

Delivery and Retention

- ☐ Provide copies only to authorized persons
- ☐ Record custody of originals and client-uploaded documents
- ☐ Preserve prior versions; never silently overwrite
- ☐ Record attorney acceptance separately from owner acceptance
- ☐ Lock client release until written authorization

Post-Funding Audit

- [] Reconcile every Schedule A item to evidence of transfer or approved exclusion
- [] Verify deeds recorded and indexed correctly
- [] Verify account/title/beneficiary changes accepted
- [] Identify rejected or incomplete transfers
- [] Schedule periodic review after marriage, divorce, birth/adoption, death, move, asset change, law change, or fiduciary change

PART XII - ATTORNEY COMMENTS, DISPOSITION, AND RELEASE RECORD

CONTROL FIELD	ATTORNEY DISPOSITION	STATUS / DATE
Reviewing attorney and Georgia jurisdiction	[ATTORNEY ENTRY]	[OPEN]
Bar/license verification	[ATTORNEY ENTRY]	[OPEN]
Permitted household profile and exclusions	[ATTORNEY ENTRY]	[OPEN]
Approved questionnaire version	[ATTORNEY ENTRY]	[OPEN]
Approved Trust template and version	[ATTORNEY ENTRY]	[OPEN]
Approved companion documents and versions	[ATTORNEY ENTRY]	[OPEN]
Required corrections	[ATTORNEY ENTRY]	[OPEN]
Exceptions and stop conditions	[ATTORNEY ENTRY]	[OPEN]
Execution/witness/notary/self-proof instructions	[ATTORNEY ENTRY]	[OPEN]
Electronic/remote execution authorization or prohibition	[ATTORNEY ENTRY]	[OPEN]
Funding/title/deed/recording instructions	[ATTORNEY ENTRY]	[OPEN]
Tax and beneficiary-designation instructions	[ATTORNEY ENTRY]	[OPEN]
Delivery, retention, and custody instructions	[ATTORNEY ENTRY]	[OPEN]
Effective date	[ATTORNEY ENTRY]	[OPEN]
Mandatory re-review date	[ATTORNEY ENTRY]	[OPEN]
Written release scope	[ATTORNEY ENTRY]	[OPEN]

Release Statement

Package GA-MR-2026.08-M1.2, profile Married-Couple, remains locked unless the reviewing Georgia attorney signs a written, version-specific authorization addressing every required field. Client permission, payment, intake completion, owner acceptance, or a license code is not attorney acceptance.

Attorney signature: _____ Date: _____

Project-owner acceptance (separate, nonlegal): _____ Date: _____