



# You're almost done! Follow these instructions to make your will legally valid.

## Read

- Read your will carefully, and make sure you understand everything.
- If there's anything you feel like you don't understand, please speak with a lawyer.

## Sign

- Find two witnesses. They must be at least 18 and mentally competent. Neither your witnesses, nor their spouses, should receive any gifts in your will.
- You and your witnesses must sign and date your will in the same session.
- While in the presence of your witnesses, verbally acknowledge that this is your Last Will and Testament. For example, you could say: "This is my Last Will and Testament that I am signing and it represents my wishes for the distribution of my property at the time of my death." Then:
  - Sign your name on **each page** of the Will using the signature boxes provided. On the last page, also fill in the date where indicated.
  - Then have your witnesses sign and date where indicated.
- You can use the optional Personal Property Memorandum alongside your Will to define beneficiaries for any personal property (e.g. jewelry, art, electronics, furniture, and clothing) that you haven't specifically gifted in your Will. Review this memorandum from time to time to make sure it is current. Be sure to sign the document if you've opted to use it.
- If you wish to make your will self proving, you will also need to find a notary.
  - Together with your two witnesses, ask your notary to complete the notarial acknowledgment. You will be required to provide the notary with identification.
  - This step can be completed at the same time as your execution of the Will (as described above) or on a later date.

## Keep Safe

- Keep your original, signed will in a safe and accessible place, such as a fireproof box in your home.
- Be careful not to remove any staples from your will, or allow pages to be ripped, as this may raise concerns in the probate court that your will had been altered.
- Notify your executor nominees of the location of your will, and make sure they have access.

- You can make and distribute copies of your signed will for reference to loved ones. However, if your original, signed will cannot be found upon your death, the probate court may raise questions as to whether you intentionally destroyed your original will, and may not accept a copy of your will as proof of your wishes.

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## Update

- It is a good idea to update your will when you marry, have children, divorce, move or go through other major life changes.
- If you would like to update your will, you can log into your FreeWill account at [www.freewill.com](http://www.freewill.com) and make any changes you'd like. Or, if your estate is particularly large or complicated, speak with a qualified attorney.
- Do **not** attempt to amend your will by adding, crossing out, or modifying text in your existing will.
- To avoid confusion, you may want to destroy any old wills you have created.

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## Important next steps

- Having a valid will in place is a great first step, but there are many important assets that your will does not handle.
- Assets that will pass on outside of your will are called non-probate assets, and typically include IRAs, 401(k)s, pensions, certain bank and brokerage accounts, and life insurance policies.
- FreeWill can help you organize and plan your beneficiaries for your non-probate assets. Visit [www.freewill.com/beneficiaries](http://www.freewill.com/beneficiaries) to get started.

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## Need help?

To learn more, please visit [www.freewill.com](http://www.freewill.com), email us at [help@freewill.com](mailto:help@freewill.com), or speak with a qualified attorney.

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## Disclaimer

FreeWill is not a law firm, and does not provide legal advice. While FreeWill strives to ensure that its automated services are complete, they are meant purely as self-help forms. The materials and services are not substitutes for the advice of an attorney.



# Last Will and Testament of CYDNIE LACOLE MURPHY

I, CYDNIE LACOLE MURPHY, of Memphis, TN, declare this to be my Will, and I revoke all Wills and Codicils previously made by me.

## ARTICLE I: DECLARATIONS

**A. Marital Status** — As of the date of this Will, I am married to RICKY LEWIS MURPHY. Although RICKY LEWIS MURPHY may be executing a Last Will and Testament this same day, it is not my, nor our, intention that such Wills should be deemed dependent upon one another, be construed as reciprocal, nor are such Wills executed pursuant to a contract.

**B. Children** — As of the date of this Will, I have no living children.

## ARTICLE II: EXECUTOR PROVISIONS

**A. Executor** — I nominate my Spouse RICKY LEWIS MURPHY to serve as Executor of my estate and to carry out the instructions in this Will.

**B. Bond & Court Supervision** — No bond or other security shall be required of my Executor or Digital Executor in any jurisdiction. To the extent permitted by the laws of the state in which my Will is probated, my Executor shall have the authority to administer my estate without court supervision, and no action shall be required in any court in relation to the settlement of my estate other than the probating and recording of my Will.

**C. Executor Powers** — I grant to my Executor the following powers:

1. The power to exercise all powers of an absolute owner of property;
2. The power to retain, sell at public or private sale, exchange, grant options on, invest and reinvest, and otherwise deal with real property or personal property;
3. The power to borrow money and pledge any property to secure loans;
4. The power to divide and distribute property in cash or in kind;
5. The power to compromise and release claims with or without consideration;
6. The power to pay my legally enforceable debts, funeral expenses, expenses of last illness, and all expenses in connection with the administration of my estate and the trusts created by my Will;
7. The power to employ attorneys, accountants and other persons for services or advice;

Signature:

8. Except as otherwise provided herein, the power to make, in my Executor's discretion, any distribution required or permitted to be made to any beneficiary under this Will in any of the following ways when such beneficiary is a minor: (i) to the guardian of such beneficiary's person or property; (ii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance or education of such beneficiary; (iii) to a person or financial institution serving as custodian for such beneficiary under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act of any state; or (iv) by reimbursing the person who is actually taking care of such beneficiary, even though such person is not the legal guardian, for expenditures made by such person for the benefit of such beneficiary;
9. The power to perform other acts necessary or appropriate for the proper administration of my estate, execute and deliver necessary instruments, and give full receipts and discharges; and
10. Any additional powers conferred upon executors wherever my Executor may act.

**D. Expenses** — My Executor shall be reimbursed for the reasonable costs and expenses incurred in connection with such Executor's duties.

**E. Reliance** — In acting or declining to act, my Executor may rely upon the written opinion of a competent attorney licensed and in good standing in the jurisdiction where the subject matter of any opinion is sought, any facts stated in any instrument, furnished in writing and believed to be true, or any other evidence such Executor deems sufficient. My Executor shall be indemnified and held harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

**F. Ancillary Executors** — If my estate contains property located in another state or a foreign jurisdiction and my Executor cannot, or chooses not to, serve under the laws thereof, my Executor shall have the power to nominate an ancillary individual or corporate Executor of such property.

**G. Digital Executor** —

1. My Executor shall be my Digital Executor.
2. My Digital Executor shall be the "designated recipient" of my "digital accounts" and "digital assets" (as those terms are defined in the Revised Uniform Fiduciary Access to Digital Assets Act (2015)) and shall have the sole and exclusive authority to access my digital accounts and digital assets, including my electronic communications. My Digital Executor shall have the right to access, use, manage, close and control my digital assets and digital accounts. I direct that any custodian of my digital accounts or digital assets disclose to my Digital Executor all of my digital assets, including the content of electronic communications. To the extent any of my digital assets are distributable and I have not otherwise directed the distribution of such assets in this will, my Executor shall distribute such assets as part of my residuary estate. I expressly authorize my Digital Executor to bypass, reset, or recover passwords, to obtain access credentials from custodians, and to request disclosure or termination of Digital Accounts,

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whether hosted by third parties or stored locally, and I direct all custodians and service providers to release such information and cooperate fully in accordance with the Revised Uniform Fiduciary Access to Digital Assets Act and any other applicable federal or state law. My Digital Executor shall exercise these powers independently, without court order, and may engage technology professionals, legal counsel, or other agents as necessary to carry out these duties. The Digital Executor's decisions and actions regarding my Digital Assets shall be binding upon my Executor and all beneficiaries of my estate.

### **ARTICLE III: GIFTS AT DEATH**

- A.** As used in this Article, the term "Tangible Personal Property" shall mean all household goods, appliances, furniture and furnishings, pictures, silverware, china, glass, books, clothing, jewelry, or other articles of personal use or ornament, and other tangible personal property of a nature, use, or classification similar to the foregoing. Except as may be provided elsewhere in this Will or in a memorandum regarding tangible personal property incorporated by reference into this Will (including gifts of Tangible Personal Property items associated with a gift of real property, if applicable), upon the Testator's death, the Executor shall distribute the balance of the Tangible Personal Property to the beneficiaries listed in Article IV, with particular items to be allocated as they may agree, or if they cannot agree, as the Executor shall determine in the Executor's discretion. If any Beneficiary hereunder is a minor, the Executor may distribute such minor's share to such minor or for such minor's use to such minor's parents, guardians, or any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom such minor's share is distributed shall be a complete discharge of the Executor. The cost of packing and shipping such property to any such beneficiary shall be charged against this Will as an administration expense.

### **ARTICLE IV: GIFT OF RESIDUE**

All of the residue of my estate shall be distributed to the following beneficiaries in the noted percentages:

- A.** 5% shall be distributed outright to Assistance Fund Inc, a nonprofit organization, EIN 27-0270731, with an address at 8427 Southpark Circle, Suite 100, Orlando, FL 32819, or its lawful successor, to be used in support of Assistance Fund Inc.; provided, however, that if the preceding instruction should become impossible or impractical to fulfill as determined by the Board of Directors (or equivalent governing body) of the beneficiary, the beneficiary may use this gift as determined by its Board of Directors (or equivalent governing body). If upon my death such organization is not in existence, then the gift shall not be made, and instead, the Executor shall make such gift to a similar organization or organizations of the Executor's choosing.
- B.** 95% shall be distributed to my spouse, RICKY LEWIS MURPHY, outright and free of trust. If my spouse, RICKY LEWIS MURPHY does not survive me, this share of the residue of my estate shall instead be

Signature:

distributed to my descendants, *per stirpes*, outright and free of trust. If none of my descendants survive me, this share of the residue of my estate shall instead be divided into separate shares and distributed to the following alternate beneficiaries in the noted percentages:

1. 50% shall be distributed outright to American Heart Association, Inc., a nonprofit organization, EIN 13-5613797, with an address at 7272 Greenville Avenue, Dallas, TX 75231, or its lawful successor, to be used as determined by its Board of Directors (or equivalent governing body). If upon my death such organization is not in existence, then the gift shall not be made, and instead, the Executor shall make such gift to a similar organization or organizations of the Executor's choosing.
2. 50% shall be distributed outright to Covenant House, a nonprofit organization, EIN 13-2725416, with an address at 461 8th Avenue, New York, NY 10001, or its lawful successor, to be used as determined by its Board of Directors (or equivalent governing body). If upon my death such organization is not in existence, then the gift shall not be made, and instead, the Executor shall make such gift to a similar organization or organizations of the Executor's choosing.

If any of the dispositions called for in this Article IV fail, the share of the residue of my estate to which it relates shall be added on a pro rata basis to each of the other Subdivisions as shall be effectively disposed of.

#### ARTICLE V: TAKERS OF LAST RESORT

If all of the other previous dispositions in this Will fail, the residue of my estate shall be distributed as follows:

100% shall be distributed outright to United Way, a nonprofit organization, EIN 13-1635294, with an address at 701 N Fairfax St, Alexandria, VA 22314, or its lawful successor, to be used in support of United Way Worldwide; provided, however, that if the preceding instruction should become impossible or impractical to fulfill as determined by the Board of Directors (or equivalent governing body) of the beneficiary, the beneficiary may use this gift as determined by its Board of Directors (or equivalent governing body).

If an organization is not in existence, then that organization's share instead shall be distributed *pro rata* to the other organizations named in this Article. If there are no other named organizations, instead the Executor shall distribute the organization's share, in the Executor's discretion, to a similar organization or organizations of the Executor's choosing.

#### ARTICLE VI: GENERAL PROVISIONS

**A. Severability** — If any provision of this Will is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect to the fullest extent permissible under governing law.

Signature:

**B. Survivorship** — No beneficiary shall be deemed to have survived me unless such beneficiary remains alive or remains in existence, as the case may be, on the thirtieth (30th) day after my death. Any person who is prohibited by law from inheriting property from me shall be treated as having failed to survive me.

**C. Payment of Taxes** — All estate, inheritance, or similar taxes (including interest and penalties thereon) arising in connection with my death with respect to any property included in my gross estate for the purpose of calculating such taxes, whether or not such property passes under my Will, shall be paid out of the residue of my estate without apportionment. To the extent the residue of my estate is insufficient to pay such taxes, then any excess taxes shall be paid on a pro rata basis from all of the assets passing by reason of my death. Notwithstanding the foregoing, no portion of any estate, inheritance or similar taxes arising in connection with my death shall be apportioned or charged to property qualifying fully for the marital or charitable deduction for federal estate tax purposes; provided, however, to the extent that the assets passing by reason of my death that do not qualify for the marital or charitable deduction are insufficient for the payment of such taxes, then any excess taxes shall be paid on a pro rata basis from the assets that qualify for the marital or charitable deduction. The provisions of this Subarticle C shall not apply to any generation-skipping transfer taxes.

**D. HIPAA Release** — The Executor and each additional or successor Executor shall be deemed to be my “personal representative” for the purpose of accessing my “protected health information” pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (42 U.S.C. Section 1320d) and its regulations, more particularly, 45 C.F.R. Section 160.103, et seq. (or any successor statute or regulations thereto). I hereby grant to each such Executor the right to receive and to disclose my protected health information, pursuant to HIPAA and its attendant regulations. In the event that any Executor, additional Executor, or successor Executor is not treated as my “personal representative” for the purposes of accessing my “protected health information” pursuant to HIPAA, I authorize my duly appointed attorney-in-fact and my duly appointed healthcare agent to disclose my “protected health information” to the Executor, additional Executor, or successor trustee of any trust established hereunder.

**E. Payment of Expenses** — All funeral expenses, and all expenses incurred in connection with the administration of my estate shall be paid out of the residue of my estate without apportionment. To the extent the residue of my estate is insufficient for the payment of such expenses, then any excess expenses shall be paid on a pro rata basis from all of the assets passing by reason of my death.

**F. Savings Clause** — For the purposes of this Will, either gender shall be interpreted as encompassing the other gender, and the singular shall encompass the plural and vice versa, and the meaning shall dictate.

**G. Terminology** —

1. Except as otherwise provided in this Will, references to a “descendant” or “descendants” shall mean the lineal blood descendants of any degree of the ancestor designated; provided, however, that such references shall include as then living descendants, with respect to any provision of this Will,

Signature:



descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth. Except as provided below, an adopted child and such adopted child's descendants by blood or adoption shall be considered under this Will to be descendants of the adopting parent or of either of the adopting parents. Notwithstanding anything in this Will to the contrary, the following persons shall not be included in the definition of "descendants" for any purposes: (i) any person who is adopted (by anyone other than me) after reaching age eighteen (18), and (ii) any person who is the descendant (whether by blood or adoption) of such person.

2. References to "Heirs" shall refer to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Tennessee, if such person had died intestate and unmarried at such time. A distribution to "Heirs" is a distribution in the shares and manner prescribed under such statutes.
3. When a distribution is to be made to a person's descendants *per stirpes*, property shall be divided into as many equal shares as there are: (a) members of the nearest generation of descendants who survive such person, and (b) deceased members of that generation who left descendants who survive such person. This division into shares shall begin at the generation nearest to such person that has a surviving member. Each surviving member of the nearest generation of descendants with a member who survives such person shall receive one share, and the share that would have passed to each deceased member of that generation who left descendants who survive such person shall be divided in a similar manner (by reapplying the preceding rule) among their descendants who survive such person.
4. The term "executor" in this Will is synonymous with and includes the terms "personal representative", "executrix", "trustee", and "independent executor", and the context shall dictate.

**H. Discretion** — Whenever in this Will an action is authorized in the discretion of my Executor or Digital Executor, the term "discretion" shall mean the sole, absolute, and unfettered discretion of such Executor or Digital Executor.

**I. Spendthrift Provisions** — Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under this Will shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to the attachment by or to the interference or control of any creditor or assignee of any beneficiary, or taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

**J. Beneficiary Receiving Public Benefits** — If any beneficiary (the "Beneficiary") under my Will is receiving or, in the sole determination of my Executor, is likely eligible to receive need based benefits from any local, state, federal, or private assistance program or agency, including Medicaid benefits, medical assistance, Title XIX of the Social Security Act, or any similar or successor programs ("government benefits"), my Executor is

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authorized to withhold outright distribution to the Beneficiary. Instead, the Beneficiary's share shall pass in a separate trust for the benefit of such beneficiary (who shall be the sole beneficiary of such trust during such individual's life), and the Executor shall only exercise discretion granted under the provisions of my Will, including the provisions of this Article regarding distribution of income or principal in a manner so that the income and principal will be used only to supplement and will never be used to supplant any benefits to which that beneficiary may be entitled. Each trust created by this Article shall be known as the "the Beneficiary Separate Trust" and each such trust shall be hereinafter referred to individually as the "SNT" to be held and administered, as follows:

1. **Intent** — I intend that the assets of each SNT created by this Article be used to supplement, not supplant, impair, or diminish, any government benefits or other assistance programs for which the Beneficiary for whom such trust was created may otherwise be eligible or which the Beneficiary may be receiving. Consistent with that intent, before expending any amounts from the net income or principal of the SNT, the Trustee must consider the availability of all government benefits or other assistance programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee maximize the collection of such benefits and facilitate the distribution of such benefits for the benefit of the Beneficiary. The Trustee must consider any other known income or resources of the Beneficiary that are reasonably available.
2. **Distribution Guidelines** — The Trustee shall collect the income of the SNT and, after deducting all charges and expenses properly attributable thereto, shall, at any time and from time to time, apply for the benefit of the Beneficiary as much of the net income and principal of the SNT as the Trustee shall deem advisable, in the Trustee's sole and absolute discretion, subject to the limitations set forth below. At the end of each accounting year of the SNT, the Trustee shall add to the principal of this SNT the balance of the net income not so paid or applied. Except as otherwise stated in this Subsection, none of the income or principal of this SNT shall be applied in such a manner as to supplant, impair, or diminish government benefits or other assistance programs for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving.
  - a. Notwithstanding the foregoing provisions of this Subsection, the Trustee may, in the Trustee's discretion, make distributions to meet the Beneficiary's need for food, shelter, or health care even if such distributions may result in a disqualification, impairment, or diminution of the Beneficiary's receipt of or eligibility for government benefits or other assistance programs, if the Trustee determines that:
    - i. the Beneficiary's needs will be better met if such distributions are made, and
    - ii. it is in the Beneficiary's best interests to suffer the consequent effect, if any, on the Beneficiary's receipt of or eligibility for government benefits or other assistance programs;

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provided, further, if the mere existence of the authority to make distributions pursuant to this Subsection results in the Beneficiary's loss of government benefits or other assistance programs, regardless of whether such authority is actually exercised, this Subsection shall be null and void, and the Trustee's authority to make such distributions shall cease and shall be limited as otherwise provided in this Subsection without exception.

- b. Subject to the foregoing restrictions and limitations, the Trustee, in the Trustee's discretion, may utilize the income and principal of the SNT for the following purposes:
- i. To make the Beneficiary's life enriched and made more enjoyable, including providing recreational and vacation opportunities for the Beneficiary;
  - ii. To procure more sophisticated medical and dental treatment than may otherwise be available to the Beneficiary and to seek private rehabilitative and educational training; and
  - iii. For transportation costs of either the Beneficiary or family members to facilitate such contact, as it is my desire that the Beneficiary be able to maintain contact with other family members.

The Trustee's discretion in making supplemental distributions as provided for in this Subsection is final as to all interested parties, including the State of Tennessee or any governmental agency or agencies, even if the Trustee elects to make no distributions at all. No judgment of any court or any other person shall be substituted for the discretionary decisions made by the Trustee.

- c. The Trustee shall use the Trustee's best efforts, and, if necessary, seek appropriate assistance from other individuals or organizations, to identify all government benefits or other assistance programs that are available to the Beneficiary, and shall consider all resource and income limitations that affect the Beneficiary's right to government benefits or other assistance programs. However, the Trustee shall not be liable to any remainder beneficiary or any other interested party for failure to identify or utilize any Government Benefit for which the Beneficiary may be eligible. The interests of the Beneficiary shall prevail over the interests of any remainder beneficiary.
- d. The Trustee shall refuse any request for payments from the SNT for services that any government agency has the obligation to provide to the Beneficiary. In the event the Trustee is requested by any department or agency to release the principal or income of the SNT to pay for any benefits or services which other organizations are obligated to provide, or in the event the Trustee is requested by any department or agency administering such benefits or services to petition a court or any other administrative agency for the release of the SNT income or principal for such purposes, the Trustee shall deny such request and shall defend at the expense of the SNT any such contest or attack. The Trustee may take any necessary legal steps to initiate or continue any government

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benefits or other assistance programs for which the Beneficiary is or may become eligible. The Trustee may also initiate a judicial or administrative proceeding to secure a ruling or order that the existence of the SNT does not have the effect of rendering the Beneficiary ineligible for any government benefits or other assistance programs. Any expense of the Trustee, including reasonable attorney fees, specifically incurred in connection with matters relating to a determination of the Beneficiary's eligibility for government benefits or other assistance programs shall be charged to the SNT. If the Trustee determines, in the Trustee's discretion, that the existence of the SNT will have the effect of rendering the Beneficiary ineligible for any government benefits or other assistance programs, then the Trustee is authorized, but not required, to terminate the SNT, and if the SNT is so terminated, the remaining principal and accumulated income shall be distributed as provided in the provisions that follow. If the Trustee does voluntarily terminate the SNT, it is my request, but not my direction, that the remainder beneficiaries continue to provide for the supplemental needs of the Beneficiary.

**3. Distributions Cannot Be Compelled** — To the fullest extent permitted by applicable law, no statute of the State of Tennessee or any other jurisdiction shall be applied by any court having jurisdiction of the SNT to compel, against the Trustee's discretion, the payment or application of the SNT property to or for the benefit of the Beneficiary, for any reason whatsoever.

**4. Restrictions** — Notwithstanding any provision in my Will to the contrary, the following restrictions shall apply to the SNT:

- a. the Beneficiary does not have the power to assign, encumber, direct, distribute, or authorize distributions from the Beneficiary's SNT;
- b. the Beneficiary shall have no power of appointment, whether special or general, over the property of their SNT;
- c. the Beneficiary shall have no right to withdraw cash or other property from their SNT; and
- d. neither the Beneficiary nor the Beneficiary's spouse (if any) may at any time grant, transfer, or convey, either by inter vivos transfer or by Will, to the Trustee any additional property to become a part of the Beneficiary's SNT. No government benefits or other assistance programs for the Beneficiary shall be added to the Beneficiary's SNT. No part of the Beneficiary's SNT shall be construed as being part of the Beneficiary's estate or be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any governmental entity, office, department or agency of the State of Tennessee, or any other state or governmental entity, or the United States, or any other governmental agency. Except as otherwise provided in Subsection (2)(a) of Subarticle J of this Article, any provision herein that is found or construed to lead to the Beneficiary's disqualification for government benefits or other assistance

Signature:

programs shall be deemed void or shall be construed in such a manner as to allow such qualification.

**5. Early Termination Prior to Death** — An SNT created under this Article may be terminated prior to the death of the Beneficiary, at the sole discretion of the Trustee, if:

- a. the Beneficiary is substantially and gainfully employed for a continuous period of two years; and
- b. the Beneficiary's attending physician certifies, in writing, that the disability no longer limits the Beneficiary from being substantially and gainfully employed.

When both of the above conditions have been met, the Trustee, in the Trustee's sole discretion, may determine that the facts warrant early termination. However, the Trustee is not obligated to terminate the SNT when the above conditions have been met. The Trustee's decision as to whether to terminate the SNT shall be binding upon the Beneficiary and all the remainder beneficiaries and any other party interested in the SNT.

If the Trustee decides to terminate the SNT under this Section, the Trustee shall convert the SNT to a general needs trust and shall distribute so much of the net income and principal of the Beneficiary's trust to or for the benefit of the Beneficiary as the Trustee, in the Trustee's discretion, deems necessary to provide for the Beneficiary's health, education, maintenance, and support, taking into consideration any other resources known by the Trustee to be reasonably available for such purposes, even if doing so exhausts the principal of the Beneficiary's trust.

Any net income not so distributed shall be accumulated and added to principal.

**6. Termination** — Unless otherwise terminated pursuant to another provision of my Will, each SNT shall continue for the Beneficiary's lifetime and shall terminate upon the Beneficiary's death, at which time the Trustee shall distribute the remaining income and principal of the SNT to the Beneficiary's descendants, *per stirpes*. If the Beneficiary has no living descendants, the remaining trust property shall be distributed to my descendants, *per stirpes*.

**K. No Contest** — If any beneficiary of my estate in any manner, directly or indirectly, contests the probate or validity of this Will or any of its provisions, or institutes or joins in, except as a party defendant, any proceeding to contest the probate or validity of this Will or to prevent any provision hereof from being carried out in accordance with the terms hereof, then all benefits provided for such beneficiary are revoked and shall pass as if that contesting beneficiary had failed to survive me. The provisions of this Subarticle K shall be enforceable unless in a court action determining whether this no contest clause should be enforced, the party bringing the contest establishes that the contest was brought and maintained in good faith and that probable cause existed for bringing the contest. Each benefit conferred herein is made on the condition precedent that the beneficiary

Signature:

receiving such benefit shall accept and agree to all of the provisions of this Will, and the provisions of this Subarticle K are an essential part of each and every benefit. My Executor shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest. Such reimbursement shall be made from my estate.

Signature:

## WILLMAKER

IN WITNESS WHEREOF, I sign my name to this Will at \_\_\_\_\_ (City) in the State of Tennessee.

I have told the persons listed below as “First Witness” and “Second Witness” that this is my Will, and asked them to be my witnesses.

\_\_\_\_\_  
Signature of Willmaker

\_\_\_\_\_  
Date

## WITNESSES

On the date written below, the maker of this Will, CYDNIE LACOLE MURPHY, declared to us, the undersigned, that this instrument, consisting of 13 pages, including this page, was the maker’s Will, and requested us to act as witnesses to it. We understand that this instrument is the maker’s Will. The maker signed this Will in our presence, all of us being present at the same time. At the maker’s request, and in the maker’s and each other’s presence, we now sign below as witnesses. We believe the maker is over age eighteen (18), is of sound mind and memory, and to the best of our knowledge, this Will was not procured by duress, menace, fraud or undue influence. Each of us is now age eighteen (18) or older, is a competent witness, and resides at the address set forth below. We declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Executed this \_\_\_\_\_ (date) of \_\_\_\_\_ (month), \_\_\_\_\_ (year), at  
\_\_\_\_\_ (city), Tennessee.

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

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

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

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

\_\_\_\_\_  
Address of First Witness

\_\_\_\_\_  
Address of Second Witness

Signature:

## SELF-PROVING AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared CYDNIE LACOLE MURPHY, \_\_\_\_\_, and \_\_\_\_\_, known to me to be the testator and the witnesses, respectively, whose names are subscribed to the foregoing instrument in their respective capacities, and, all said persons being by me duly sworn, the said CYDNIE LACOLE MURPHY, testator, declared to me and to the said witnesses in my presence that said instrument is the last will and testament of the testator, and that the testator had willingly made and executed it as a free act and deed for the purposes expressed therein. The said witnesses, each on oath, stated to me in the presence and hearing of the said testator, that the testator had declared to them that the instrument is the testator's last will and testament and that the testator executed the instrument as such and wishes each of them to sign it as a witness; and upon their oaths each witness stated further that the witness had signed the same as witness in the presence of the testator and at the testator's request; that the testator was at that time eighteen (18) years of age or over, and was of sound mind; and that each of the said witnesses was then at least eighteen (18) years of age.

\_\_\_\_\_  
(Signature of Testator)

\_\_\_\_\_  
(Signature of First Witness)

\_\_\_\_\_  
(Signature of Second Witness)

Subscribed and sworn to before me by the said CYDNIE LACOLE MURPHY, testator, and by the said \_\_\_\_\_, and \_\_\_\_\_, witnesses, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ (year).

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

Notary Public, State of Tennessee

Signature:



PERSONAL PROPERTY MEMORANDUM FOR CYDNIE LACOLE MURPHY

I, CYDNIE LACOLE MURPHY, created my Last Will and Testament on \_\_\_\_\_, 20\_\_\_\_ (the “Will”). The Will references this memorandum to dispose of certain tangible personal property that is not otherwise distributed directly in the Will. This memorandum shall serve to dispose of certain tangible personal property items to specific beneficiaries as provided below.

If upon disposal of the below tangible personal property a beneficiary is deceased, then the described item shall instead be distributed with the remaining tangible personal property as provided in the Will.

Description of Tangible Personal Property	Beneficiary Full Name (required) <i>Address &amp; Phone (optional)</i>

\_\_\_\_\_  
Signature  
CYDNIE LACOLE MURPHY

\_\_\_\_\_  
Date



## Digital Assets & Accounts - Details & Wishes

This is a record of my Digital Assets & Accounts, to help my Digital Executor or Executor locate and administer these assets. This is a non-testamentary document, and as such, this document should be excluded from public availability.

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

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Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

**Description of Digital Asset / Account:** \_\_\_\_\_

Where to access: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

## Funeral Wishes & Instructions for CYDNIE LACOLE MURPHY

*The intention of this document is to assist your loved ones in preparing your funeral and final resting place. This is not a legal document. Store it in a safe place and make sure your executor and loved ones know where to find it. If you would like to amend it, create a new document on [freewill.com](https://freewill.com), and destroy your old document.*

*Date document created: 12/20/2025*

**Designation of agent(s):** I designate the agent(s) below to be responsible for carrying out my instructions regarding my funeral and final resting place.

My First Choice is RICKY LEWIS MURPHY.

**My wishes for my body and final resting place are:**

cremate me

## Messages to Beneficiaries

**Instructions:** The intention of this document is to assist your executor in delivering your final messages to beneficiaries of your will. This is not a legal document. Store it in a safe place and make sure your executor knows where to find it.

**Beneficiary:** Assistance Fund Inc

**Message:** Keep trying.

**Additional Beneficiary Message Instructions:** Please attach any additional messages you would like included. Be sure that you include the recipient's full name. You may also wish to include their contact information along with your message to make it easier for your executor to locate them.