

Instructions for completing your Durable Financial Power of Attorney (DFPA)

Read everything carefully

Read through these instructions and your document entirely and make sure you understand everything. If there's anything you feel like you don't understand, be sure to speak to a professional.

Complete your document

Locate the section(s) in the document titled "GRANT OF AUTHORITY". Here, you will find the power(s) that may be granted to your agent. Using a pen with **blue** ink, write your initials on each line marked with an "X" — these will correspond to the power(s) you have elected to grant via the questionnaire. It's important to use a pen with blue ink so that it will be easy to distinguish the original from copies.

Your document may use different terms than what you saw when completing the questionnaire due to differences in the language used under the laws of your State. It may also mention powers that you were not asked about — these were omitted because they grant agents especially broad control over your assets and may be difficult to properly evaluate without legal counsel. If you are interested in granting your agent any such powers, it's recommended that you speak with an attorney first.

Your agent will only be granted the power(s) by which you have written your initials. If you do not write your initials before any of the listed powers, your agent will not be granted that/those power(s).

Discuss with your agent

If you haven't already spoken with your agent about (i) your decision to select them as an agent, (ii) your expectations for how they will exercise their powers, and (iii) any compensation you have provided for them in your DFPA, you may wish to do so now.

Depending on the powers you have granted, some additional topics you may want to discuss with your agent include:

- The standard of living to which you and your family are accustomed;
- How you would like your pets cared for;
- Your wishes regarding any particularly sentimental property;

- Your future plans for any businesses you own, such as whether you'd like the business to continue in the event you become incapacitated;
- How you would like your digital assets to be managed; and
- How you want your agent to exercise any gift-making power you've granted.

It's also a good idea to provide your agent with a list of your property and assets.

Sign & notarize

Find a notary.

Sign and date the document yourself where indicated; and ask the notary to complete the notarial acknowledgment.

Record at your County Clerk's Office (if applicable)

If you have granted your agent the power to manage your real estate, they won't be able to exercise that particular power until your DFPA has been put on file with that county's Land Records Office.

Depending on where you live, this office may be known as the County Clerk's Office, County Recorder's Officer, or Land Registry Office.

The process of putting a DFPA on file is known as "recording," and the requirements for recording a DFPA may vary by state and county.

In general, the original fully executed document must be brought to the appropriate office, where a records clerk will make a copy that will be kept in the public record. The clerk will then return the original.

In some jurisdictions, however, the records office will keep the original document on file. If your real estate is located in such a jurisdiction, you will need to print out and fully execute two originals of your DFPA. Be sure to check with your land records office before you execute your DFPA, just in case you need to execute two originals.

If your agent will have power over real estate that happens to be located in more than one county, a copy of your DFPA may need to be recorded with the records office for each county. However, one extra original should be sufficient, because the first county your DFPA is filed with should be able to provide a "certified copy" of the original they have on record, which can be used for filing in the other county.

Note: your DFPA does not need to be recorded immediately — it only needs to be recorded before your agent will be able to manage your real estate. If you do not need your agent to manage your real estate

immediately, you can wait to record the document or have your agent record it themselves in the future. Your agent will still be able to exercise all the other powers granted to them in the DFPA.

Makes copies & give the original document to your agent

Your agent will need to have the original, signed and notarized copy of your DFPA in order to act on your behalf.

If you want your agent to begin acting right away, give them the signed original after it's executed. Make and keep a copy of it for your own records.

If you've asked your agent not to act on your behalf unless you become incapable of managing your own affairs, you can keep the original document yourself until your agent needs it. If you choose to keep it, make sure your agent knows where it will be kept, and that they can access it freely without the powers that would be granted to them by the DFPA itself.

Distribute to third parties

If your agent ever needs to act on your behalf, they may need to prove to third parties that the DFPA is genuine. An optional step that could make this easier is for you to pre-emptively distribute copies of the executed document to the people and institutions you expect your agent may need to work with.

Depending on the powers you have granted your agent, this could include your bank, your stock broker, or your business partners.

Keep a list of all people and institutions to whom you have given a copy of the DFPA. This is so that if you decide to create a new DFPA or revoke your DFPA, you know whom you will have to notify.

Update routinely

It's a good idea to update your DFPA at least every 5 years. Although the document does not lose validity over time, it may become harder with the passage of time for your agent to prove to third parties that it remains in effect. Having a more recently executed instrument may make things easier, even if the only thing you change when updating it is the date of execution.

In addition, if you marry, divorce, have children or go through other major life changes, you may wish to review your DFPA to make sure it still reflects your wishes. Note that in many states, a DFPA in which the spouse is named as an agent will become invalid upon the couple's divorce.

If you decide to make a new DFPA, destroy the original(s) and all copies thereof, and notify all impacted parties. Do not attempt to amend your existing documents by adding, crossing out, or modifying text.

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POWER OF ATTORNEY FORM

IMPORTANT INFORMATION FOR THE PERSON EXECUTING THIS DURABLE POWER OF ATTORNEY

This power of attorney authorizes one or more other individuals (your “Agent” or “Agents”) to make decisions concerning your property for you (the “Principal”). Your Agents will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. Before you sign this durable power of attorney, you should know these important facts:

This power of attorney does not authorize your Agents to make health care decisions for you.

You should select someone you trust to serve as your Agent. Unless you specify otherwise, the Agent’s authority will continue until you die or revoke the power of attorney or the Agent resigns or is unable to act for you.

You can amend or change this durable power of attorney by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

You should read this durable power of attorney carefully. If you have questions about the power of attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, RICKY LEWIS MURPHY, of Memphis, Tennessee, name the following person as my agent (or “attorney-in-fact”):

Name of agent: CYDNIE MURPHY

Agent’s address: 723 ROANOKE AVENUE, MEMPHIS, TN 38106

Agent’s telephone number: (502) 509-4459

I name the following person as my co-agent:

Name of co-agent: SHARONDA MARTIN

Co-agent's address: 123 MAIN ST, LOUISVILLE, KY 40219

Co-agent's telephone number: (502) 555-1234

Except as otherwise provided herein, my co-agent shall be fully authorized to serve hereunder and shall have all of the powers granted to my first-named agent above.

My co-agents may each exercise their authority independently from one another.

Unless the context otherwise clearly indicates, the use of the term "agent" in this instrument includes co-agents, and the singular term "agent" shall be deemed to include the plural term "agents."

DESIGNATION OF SUCCESSOR AGENT(S)

If either agent designated above is unable or unwilling to act for me, then I authorize the other of them to act as my sole agent. If both agents designated above are unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: SHARONDA MARTIN

Successor agent's address: 123 MAIN ST, LOUISVILLE, KY 40219

Successor agent's telephone number: (502) 555-1234

Unless the context otherwise clearly indicates, the use of the term "agent" in this instrument includes successor agents.

EFFECTIVE DATE & DURABILITY

The authority granted to any agent under this power of attorney shall only become effective upon my incapacity, which shall be determined by two independent physicians.

RELEASE OF INFORMATION

I agree to, authorize, and allow the full release of information, by any governmental agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

GRANT OF AUTHORITY

As indicated by my initials next to each granted power, I hereby grant my agent and any successor agents the general power to act for me in any lawful way with respect to the following subjects:

- Real Property
- Tangible Personal Property
- Securities
- Banking and Other Financial Institutions
- Business Operations
- Insurance and Annuities
- Estates, Trusts, and Other Beneficiary Interests
- Claims and Litigation
- Personal and Family Maintenance
- Pet Care
- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Tax Matters
- Fiduciary Powers
- Gift Transactions
- Transfers to Inter Vivos Trusts
- Digital Assets

The foregoing subjects are defined below in the section titled “Definition of Powers Granted to Agent.”

COMPENSATION AND REIMBURSEMENT

My agent shall be entitled to reimbursement for reasonable expenses and reasonable compensation from my assets for services rendered on my behalf pursuant to this instrument. What constitutes reasonable compensation shall be determined by my agent. If more than one agent is named in this instrument, each shall have the right to determine what constitutes reasonable compensation for their services.

PERSONAL BENEFIT TO AGENT

An agent may not use my property, or otherwise exercise a power granted herein, to benefit the agent or a person to whom the agent owes an obligation of support, except (i) as otherwise provided herein, (ii) as authorized by the Power of Personal and Family Maintenance, and (iii) as follows:

My agent, CYDNIE MURPHY, may use property of mine, buy any assets of mine or engage in any transaction they deem in good faith to be in my interest, no matter what the interest or benefit to CYDNIE MURPHY.

My agent, SHARONDA MARTIN, may use property of mine, buy any assets of mine or engage in any transaction they deem in good faith to be in my interest, no matter what the interest or benefit to SHARONDA MARTIN.

My successor agent, SHARONDA MARTIN, may use property of mine, buy any assets of mine or engage in any transaction they deem in good faith to be in my interest, no matter what the interest or benefit to SHARONDA MARTIN.

DUTIES OF AGENT

In addition to, and further clarification of, any duties (fiduciary or otherwise) and obligations imposed upon my agent pursuant to the laws of the State of Tennessee, an agent that has accepted this appointment shall, as a fiduciary:

1. Act in accordance with my reasonable expectations to the extent actually known by the agent and, otherwise, in my best interest;
2. Act in good faith;

3. Act only within the scope of authority granted in this durable power of attorney.

Furthermore, except as otherwise provided in this durable power of attorney, an agent that has accepted this appointment shall:

1. Act loyally for my benefit;
2. Act so as not to create a conflict of interest that impairs their ability to act impartially in my best interest;
3. Act with the care, competence and diligence ordinarily exercised by agents in similar circumstances;
4. Keep me reasonably informed of their actions, including by providing an accounting to me upon request;
5. Maintain records of all receipts, disbursements, and transactions made on my behalf; and
6. Attempt to preserve my estate plan, to the extent actually known by the agent, if preserving the plan is consistent with my best interest, based on all relevant factors.

LIABILITY OF AGENT

My agent shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful or knowing misconduct, gross negligence, and breaches of fiduciary duties owed to me. My agent is not required to make my assets produce income, increase the value of my estate, or enter into transactions authorized by this document, so long as my agent believes in good faith that their actions are in my best interests, or the best interests of my estate and of those interested in my estate.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or a guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my estate: CYDNIE MURPHY

Nominee's Address: 723 ROANOKE AVENUE, MEMPHIS, TN 38106

Nominee's Telephone Number: (502) 509-4459

Furthermore, I waive any requirement that CYDNIE MURPHY furnish surety or post a bond.

Name of Nominee for guardian of my person: CYDNIE MURPHY

Nominee's Address: 723 ROANOKE AVENUE, MEMPHIS, TN 38106

Nominee's Telephone Number: (502) 509-4459

Furthermore, I waive any requirement that CYDNIE MURPHY furnish surety or post a bond.

SEVERABILITY

If any part of any provision of this durable power of attorney shall be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of that provision or the remaining provisions of this instrument, unless retaining the remaining provisions would be contrary to the purposes of this instrument.

GOVERNING LAW

This instrument is to be construed as a durable power of attorney. It shall be governed by the laws of the State of Tennessee in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real or personal, tangible, intangible or mixed, wherever and in whatever State of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my agent.

RELIANCE ON THIS DURABLE POWER OF ATTORNEY

Any third party who receives a copy of this document may rely upon its validity and act under it, unless that third party knows it has terminated or is invalid. Provided such third party acts in good faith and without knowledge of this durable power of attorney's revocation or termination, I agree to indemnify the third party for any claims that arise against the third party because of reliance on it. I furthermore agree to indemnify my agent for any claims arising hereunder for actions taken in good faith.

DEFINITION OF POWERS GRANTED TO AGENT

The powers granted to my agent in the section titled “Grant of Authority,” above, authorize my agent to do the following:

Real Property

My agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or subsequently acquire, under such terms, conditions and covenants as my agent shall deem proper. My agent’s powers to act in this respect include, but are not limited to, the power to:

- Sell, exchange, convey, quitclaim, release or surrender, mortgage, encumber, partition, lease, sublet or otherwise dispose of any interest in real property;
- Buy, lease, accept as a gift, receive or otherwise acquire ownership or possession of any estate or interest in real property, or reject the same;
- Maintain, repair, improve, rent, leave, or insure any estate or interest in real property I own or claim to own;
- Engage real estate professionals to assist with and effectuate the exercise of my agent’s authority with respect to real property;
- Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled because of, or as the proceeds of, any interest in real property;
- Pay or contest taxes or assessments on any estate or interest in real property I own or claim to own; and
- Prosecute, defend, submit to arbitration, settle or compromise (or propose to settle or compromise) any claim in favor of or against me based on or involving any real estate transaction.

Tangible Personal Property

My agent may act for me in any manner to deal with all or any part of any interest in tangible personal property that I own at the time of execution of this document or subsequently acquire, under such terms as my agent shall deem proper. My agent’s powers to act in this respect include, but are not limited to, the power to buy, acquire, sell, convey, exchange, lease, accept as a gift or as security for a loan, possess, maintain, improve, repair, mortgage, and pay or contest taxes and assessments on any tangible personal property, and to demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled because of, or as the proceeds of, any interest in tangible personal property.

Securities

My agent may perform any act that I can accomplish or effectuate through an agent with respect to any interest in stocks, bonds, commodities, options or other financial instruments of similar character (hereinafter, “Securities”). My agent’s powers to act in this respect shall include, but not be limited to, the power to:

- Buy or sell (including short sales) at public or private sale for cash or credit or partly for cash all types of Securities;
- Exchange transfer, hypothecate, pledge or otherwise dispose of any Securities;
- Collect dividends, interest and other distributions;
- Vote in person or by proxy, with or without power of substitution, at any meeting;
- Join in any merger, reorganization, consolidation, liquidation, or other concerted action of security holders, and make payments in connection therewith;
- Receive, hold or transfer securities in book-entry form;
- Call and put options on stocks and stock indices traded on a regulated options exchange, and collect and receipt for all proceeds of any such transactions; and
- Agree and contract in any manner with any broker or other person for the accomplishment of any purpose relating to Securities.

Banking and Other Financial Institutions

My agent may do any act that I can effectuate or accomplish through an agent in connection with any banking transactions that might affect my financial, personal, or other interests. These powers include, but are not limited to, the power to:

- Continue, modify and terminate any deposit account or other banking arrangement, or open (either in my name alone or in both our names jointly) a deposit account in any financial institution;
- Rent a safe deposit box or vault space, or access a safe deposit box or vault to which I would have access;
- Borrow money from a financial institution on terms my agent deems acceptable, provide security using my assets, and pay, renew, or extend the time of payment on any note given by or on my behalf;
- Deposit any funds received for me in my accounts;
- Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check or otherwise; and

- Prepare financial statements concerning my assets and liabilities or income and expenses, and deliver them to any financial institution.

Notwithstanding the foregoing, my agent shall not have the power to change an existing beneficiary designation I have made with respect to my accounts with a financial institution.

Business Operations

My agent may exercise all powers with respect to operating a business or entity that I could if present. My agent's powers to act in this respect include, but are not limited to, the power to:

- Buy, sell, enlarge, reduce or terminate an ownership interest of mine in any business or other entity;
- Continue or participate in the operation of any business or other entity in which I hold an interest, whether alone or with others, by making and implementing decisions regarding its financing, operations, employees and other matters pertinent to the business or entity;
- Change the form of ownership of the business or entity to a corporation, partnership, limited liability company or other entity, and initiate or take part in a corporate reorganization, including a merger, consolidation, dissolution or other change in the organizational form; and
- Compensate an agent actively managing, supervising or engaging in the operation of a business or entity, as appropriate, from my assets or from the business or entity, provided that the compensation is reasonably based upon the actual responsibilities assumed and performed.

For the avoidance of doubt, my agent's power to operate an entity or business on my behalf includes the right to exercise any powers, rights, or authorities that I hold as a partner, member, or manager of a business partnership, limited liability company or other business entity, to the extent of my authority to delegate such powers, rights or authorities.

Insurance and Annuities

My agent may act for me in all manners concerning insurance policies and annuity contracts, and take all actions with respect to such policies and contracts that I could if present, including, but not limited, to:

- Purchasing, continuing, renewing, converting or terminating any type of insurance (including, without limitation, life, accident, health disability or liability insurance) or annuity;
- Paying premiums and demanding and collecting benefits and proceeds under insurance policies and annuity contracts; and
- Exercising nonforfeiture provisions under insurance policies and annuity contracts.

Notwithstanding the foregoing, my agent shall not have the power to change an existing beneficiary designation with respect to an insurance policy or annuity contract.

Estates, Trusts, and Other Beneficiary Interests

My agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment. My agent's powers to act in this respect shall include, but not be limited to, the power to:

- Demand, receive and collect a bequest, devise, gift or other transfer of real or personal property to me in my own right, or as a fiduciary for another;
- Disclaim, release or renounce an interest of mine in property, including a power of appointment, or a share in or payment from an estate, trust or other beneficial interest to which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment; and
- Approve accounts of any estate, trust, partnership or other transaction in which I may have an interest.

Claims and Litigation

My agent shall have authority to act for me in all matters that affect claims in favor of or against me, and any related proceedings before any court or administrative body. My agent's powers to act in this respect shall include, but are not limited to, the power to:

- Employ and discharge an attorney and other third-parties to assert and maintain any claim, defense, cause of action, or counterclaim on my behalf before any court, administrative board or other adjudicative panel;
- Settle by compromise or otherwise dispose of any claim in favor of or against me, or any litigation to which I am a party; and
- Satisfy any judgment or pay any settlement, and collect any money or other things of value paid to me in settlement or in satisfaction of a judgment.

Personal and Family Maintenance

My agent may perform all acts and do all things necessary to maintain the standard of living to which I -- as well as my spouse, my children and other persons customarily supported by (or legally entitled to be supported by) me-- am accustomed. My agent's powers to act in this respect shall include, but not be limited to, the power to:

- Pay for medical and dental care, living quarters, domestic help, customary vacations and travel expenses, clothing, utility bills, food, appropriate education, and other living costs;
- Continue any provisions I have made with respect to automobiles and other means of transportation, bank and credit accounts;

- Make periodic payments of child support and other family maintenance required by a court or governmental agency, or an agreement to which I am party; and
- Continue payments incidental to my membership or affiliation in a religious institution, club, society or other organization, or to continue contributions to those organizations.

My agent's authority with respect to personal and family maintenance is in addition to, and not limited by, any authority my agent may or may not have pursuant to this instrument to make gifts.

Pet Care

My agent may use my funds or other property as reasonably necessary to provide for the health, care, and welfare of any pets or animals that belong to me, including, without limitation, expenditures for food, grooming, toys, veterinary care, day care and temporary boarding. Furthermore, my agent is authorized to maintain my pets and other animals in the same standard of health, care and welfare as I have done, and to make decisions regarding the custody and adoption of my pets. For the purposes of this document, any actions taken by my agent for the benefit of my pets or animals shall be deemed to have been taken for my own benefit.

Benefits from Governmental Programs or Civil or Military Service

My agent may act for me in all matters that affect my right to any benefit, program or assistance provided under a statute, rule, or regulation, including Social Security, Medicare, Medicaid, or civil or military service. My agent's powers to act in this respect shall include, but not be limited to, the power to:

- Prepare, execute, file, prosecute, defend, or settle a claim on my behalf to benefits or assistance;
- Receive the proceeds of such a claim, and use, invest, disburse, or conserve them on my behalf; and
- Enroll in, apply for, select, reject, change, amend or discontinue, on my behalf, a governmental benefit or program.

Retirement Plans

My agent may act for me in all matters that affect my pension plans, profit-sharing plans, individual retirement accounts, § 401(k) plans, deferred compensation plans, and any other retirement plan, qualified or nonqualified (collectively, "Retirement Plans"). My agent's powers to act in this respect shall include, but are not limited to, the power to:

- Select payment options under any Retirement Plan in which I participate;
- Make contributions to such Retirement Plans;
- Exercise investment options; and

- Demand, receive and collect payments and distributions from a Retirement Plan.

Notwithstanding the foregoing, my agent shall not have the power to designate beneficiaries under Retirement Plans or change existing beneficiary designations.

Tax Matters

My agent may act for me in all matters that affect my local, state and federal taxes. My agent's powers to act in this respect shall include, but are not limited to, the power to:

- Prepare, sign and file federal, state, and local income, gift, payroll and other tax returns, claims for refunds, petitions, requests for extensions of time, and other documents;
- Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- Sign any power of attorney form required by the Internal Revenue Service or other taxing authority;
- Exercise any election available to me under applicable tax law; and
- Otherwise act on my behalf in all tax matters before the Internal Revenue Service or other taxing authorities.

Fiduciary Powers

My agent shall have the authority to exercise any fiduciary powers that I currently hold or shall come to hold and that I have power to delegate, including without limitation the power to:

- Apply for and procure, in my name, letters of administration, letters testamentary, letters of guardianship, or any other type of judicial or administrative authority to act as a fiduciary;
- Represent and act for me in all ways and matters affecting a fund with respect to which I am a fiduciary;
- Initiate, participate in and oppose a proceeding for the removal or substitution of a fiduciary, conserve, invest or disburse anything received for the purposes of the fund for which it is received, and reimburse my agent for expenditures properly made by my agent in the execution of powers conferred on my agent; and
- Hire, discharge and compensate an attorney, accountant, expert witness, or other assistant if my agent considers the action to be desirable for the proper execution by my agent of a power described in this section.

Gift Transactions

My agent shall have authority to make gifts and other transfers of my property without consideration or with less than full consideration, including forgiveness of debts owed to me, on my behalf. My agent

when making such gifts shall act consistently with my objectives and in my best interest, and subject to the following clarifications, limitations and special instructions:

My agent, CYDNIE MURPHY, may make gifts of my property to (or for the benefit of) themself, provided that any such gifts are not worth more than a total of \$100,000.00 in any calendar year.

My agent, SHARONDA MARTIN, may make gifts of my property to (or for the benefit of) themself, provided that any such gifts are not worth more than a total of \$50,000.00 in any calendar year.

In the event my successor agent, SHARONDA MARTIN, is serving as my agent hereunder, they may make gifts of my property to (or for the benefit of) themself, provided that any such gifts are not worth more than a total of \$50,000.00 in any calendar year.

Except as otherwise specifically provided in this instrument, my agent is authorized to make gifts of my property to (or for the benefit of) anyone other than themself, or anyone they are legally obligated to support. Such gifts may not exceed, for each recipient, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code, unless, however, my spouse (if applicable) consents to split gift treatment pursuant to the Internal Revenue Code, in which case the maximum amount of the gift to each recipient shall not exceed twice the annual federal gift tax exclusion amount. Any gift to a minor may be made to any appropriate custodian for the minor under a Uniform Transfers to Minors Act (UTMA) account (or Uniform Gifts to Minors Act (UGMA) account) or to a tuition savings account or prepaid tuition plan as defined under Section 529 of the Code (“529 Plan”) for the benefit of such individual.

Transfers to Inter Vivos Trusts

My agent may transfer ownership of any property over which they have authority pursuant to this document to the trustee of a revocable inter vivos trust I have created as settlor. Such property may include, without limitation, real property, stocks, bonds, insurance contracts, and accounts with banks and other financial institutions.

Digital Assets

My agent may act for me as an account holder and authorized user of my digital assets and the contents of my electronic communications (as defined in 18 U.S.C. § 2510(8) & (12), respectively), as well as to access, utilize, manage or close any and all of my digital assets. “Digital Asset” means an electronic record in which I have a right or interest, and includes, but is not limited to, email, personal or

professional websites, online banking and other financial accounts, social media profiles, digital music, photographs and videos, software, or any other electronic records or accounts. To exercise this power, my agent may access and control any device or equipment used by me to store or manage my digital assets, such as desktop and laptop computers, tablets, cell phones or any other device used for access and control of digital assets that currently exists or may exist as technology develops. This authorization is intended to be construed to be lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law.

DELEGATION OF AUTHORITY

My agent shall have authority to delegate, in writing, any authority granted under this instrument to a person they select. Any such delegation shall specify the period during which it is valid, and specify the extent of the delegation.

SIGNATURE AND ACKNOWLEDGMENT

In Witness Whereof, I have hereunto signed my name this _____ day of _____, _____.

SIGNATURE OF PRINCIPAL

RICKY LEWIS MURPHY
PRINT NAME

TELEPHONE

723 Roanoke Ave, Memphis, TN 38106
ADDRESS

ACKNOWLEDGMENT

On this _____ day of _____, 20____, personally appeared
_____, known to me (or satisfactorily proven) to be the person(s) named in the foregoing instrument, appeared before me, a Notary Public, within and for the State and County aforesaid, and acknowledged that they freely and voluntarily executed the same for the purpose(s) and capacity(ies) stated therein.

(seal) Signature of Notary Public _____
 Printed Name _____
 Commission Expires _____

This document was prepared by:

RICKY LEWIS MURPHY

723 Roanoke Ave, Memphis, TN 38106