

**STATUTORY DURABLE POWER OF ATTORNEY**  
**OF**

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**NOTICE:** THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, TEXAS ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

You should select someone you trust to serve as your agent (attorney in fact). Unless you specify otherwise, generally the agent's (attorney in fact's) authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent (attorney in fact) resigns or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_, appoint my \_\_\_\_\_, \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_, as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below. If \_\_\_\_\_ dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, I appoint my \_\_\_\_\_, \_\_\_\_\_, with an address of, \_\_\_\_\_, Texas, as my successor agent.

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (M).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- \_\_\_ (A) Real property transactions;
- \_\_\_ (B) Tangible personal property transactions;
- \_\_\_ (C) Stock and bond transactions;
- \_\_\_ (D) Commodity and option transactions;
- \_\_\_ (E) Banking and other financial institution transactions;
- \_\_\_ (F) Business operating transactions;
- \_\_\_ (G) Insurance and annuity transactions (provided that my agent shall specifically **not** have the power to designate or change the beneficiary of any annuity or contract of

- \_\_\_\_\_ insurance on my life);
- \_\_\_\_ (H) Estate, trust and other beneficiary transactions;
- \_\_\_\_ (I) Claims and litigation;
- \_\_\_\_ (J) Personal and family maintenance;
- \_\_\_\_ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- \_\_\_\_ (L) Retirement plan transactions (provided that my agent shall specifically **not** have the power to designate or change the beneficiary of any of my retirement plans or IRAs);
- \_\_\_\_ (M) Tax matters;
- \_\_\_\_ (N) Digital assets and the content of an electronic communication;
- \_\_\_\_ (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

**GRANT OF SPECIFIC AUTHORITY**

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

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

- \_\_\_\_\_ Create, amend, revoke, or terminate an inter vivos trust
- \_\_\_\_\_ Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney
- \_\_\_\_\_ Create or change rights of survivorship
- \_\_\_\_\_ Authorize another person to exercise the authority granted under this power of attorney

**SPECIAL INSTRUCTIONS:**

**COMPENSATION:** Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

- (A) \_\_\_\_\_ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.
- (B) \_\_\_\_\_ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

**GIFTS:** My agent shall have the power to make gifts of my property.

**LIMITATIONS:** Notwithstanding any provision herein to the contrary, any authority granted to my agent shall be limited so as to prevent this power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

**INVOLUNTARY REMOVAL OF AGENT:** An agent serving hereunder shall be treated as having resigned as my agent if such agent refuses to arrange for or submit to a mental status examination requested by any interested party, the purpose of which is to determine whether such agent should be permitted to continue to serve as my agent hereunder, provided that such examinations shall not occur more frequently than once every two years, and provided further that the cost of such examinations shall be paid by me. No notice shall be required to be given by an agent who is treated as having resigned pursuant to this paragraph.

**ADDITIONAL POWERS:** ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

None.

**This power of attorney becomes effective upon my disability or incapacity.** I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity. After having been certified as being incapable of managing my financial affairs, if a physician certifies in writing at such later date that, based upon such physician's medical examination of me, I have regained the mental capacity to manage my financial affairs, then this power of attorney shall no longer be effective, and it shall become effective again only if a physician certifies in writing at a date later than the date I regained capacity that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

I agree that any third party dealing with any alternate agent or agents named hereunder may rely on a written and acknowledged affidavit signed by such alternate agent or agents stating that all prior agents have died, become legally disabled, resigned or refused to serve, and no third party



## IMPORTANT INFORMATION FOR AGENT (ATTORNEY IN FACT)

### Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent or attorney in fact when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" or "attorney in fact" in the following manner:

**JOHN DOE** , by     (Your Signature)     as Agent (or as Attorney in Fact)

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
  - (A) the property belonging to the principal that has come to your knowledge or into your possession;
  - (B) each action taken or decision made by you as agent or attorney in fact;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent or attorney in fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
  - (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
  - (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
  - (F) each known liability;
  - (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to

- the principal; and
- (H) all documentation regarding the principal's property.

### **Termination of Agent's Authority**

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

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment;
- (5) the appointment and qualification of a permanent guardian of the principal's estate; or
- (6) if ordered by a court, the suspension of this power of attorney on the appointment and qualification of a temporary guardian until the date the term of the temporary guardian expires.

### **Liability of Agent**

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.