

**STATUTORY DURABLE POWER OF ATTORNEY**

**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, 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. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.**

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

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

I, \_\_\_\_\_, of \_\_\_\_\_, Texas, appoint \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as my Agent/Co-agents to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

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

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;
- \_\_\_\_\_ (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;
- \_\_\_\_\_ (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).

I revoke any prior Statutory Durable Power of Attorney granted by me.

**SPECIAL INSTRUCTIONS:**

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):

\_\_\_\_\_ My Agent/Co-agents is/are entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

\_\_\_\_\_ My Agent/Co-agents is/are entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions applicable to co-agents (if you have appointed co-agents to act initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

\_\_\_\_\_ Each of my co-agents may act independently for me.

\_\_\_\_\_ My co-agents may act for me only if the co-agents act jointly.

\_\_\_\_\_ My co-agents may act for me only if a majority of the co-agents act jointly.

Special instructions are applicable to gifts (initial in front of the following sentence to have it apply):

\_\_\_\_\_ I grant my Agent/Co-agents the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

#### GRANT OF SPECIFIC AUTHORITY

My Agent/Co-agents 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/Co-agents 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/Co-agents. If you DO NOT want to grant your Agent/Co-agents 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.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT/CO-AGENTS.

None.

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

This power of attorney is effective immediately and is not affected by my subsequent disability or incapacity.



## IMPORTANT INFORMATION FOR AGENT

### 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, suspended, 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 when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

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;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent 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 or suspends 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 a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;

(5) the appointment and qualification of a permanent guardian of the principal's estate; or

(6) if ordered by a court, your removal as agent under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

### 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 AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT,  
ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN  
AGENT.**