

TEXAS POWER OF ATTORNEY FORM

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.

I. APPOINTMENT OF AGENT

This document is entered into on the _____ day of _____, 20_____.

I, the Principal, appoint the person listed below as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

The Principal: _____

Address: _____

The Agent: _____

Address: _____

II. APPOINTMENT OF SUCCESSOR AGENT(S)

(Optional) If my Agent is unable or unwilling to act for me, I name as my first successor agent:

The First Successor Agent: _____

Address: _____

(Optional) If my first successor agent is unable or unwilling to act for me, I name as my second successor agent:

The Second Successor Agent: _____

Address: _____

III. GRANT OF GENERAL AUTHORITY

I grant my Agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Texas Estates Code, Chapter 752.

(INITIAL each subject you want to include in the Agent's general authority. If you wish to grant general authority over all of the subjects you may initial "O" instead of initialing each subject.)

- (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):

IV. GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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.)

- (A) Create, amend, revoke, or terminate an inter vivos trust: _____
- (B) Make a gift, subject to the limitations of the Texas Estates Code and any special instructions in this Power of Attorney: _____

(C) Create or change rights of survivorship: _____

(D) Create or change a beneficiary designation: _____

(E) Authorize another person to exercise the authority granted under this power of attorney:

V. SPECIAL INSTRUCTIONS

(Optional) You may give special instructions on the following lines.

Special instructions:

VI. DURABILITY

(Check one of the following options to indicate the validity of this Power of Attorney regarding your disability or incapacity.)

☐

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

☐

This power of attorney becomes effective upon my disability or incapacity.

VII. RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my Agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

VIII. GOVERNING LAW

This document shall be governed by the laws of the State of Texas, specifically the Texas Estates Code.

IX. SIGNATURE AND ACKNOWLEDGMENT

I, the Principal, sign my name to this Statutory Durable Power of Attorney on the date listed below.

PRINCIPAL

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

X. NOTARY ACKNOWLEDGMENT

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 20 _____
, by _____ (Name of Principal).

Signature of Notary Public

(Seal)

My Commission Expires: _____

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 upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. The duties are more fully explained in the Texas Estates Code, Chapter 751.

The most important duties are:

1. **Duty of Loyalty:** You must act only in the principal's best interest.
2. **Duty of Good Faith:** You must act honestly and in good faith.
3. **Duty of Competence:** You must act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances.
4. **Duty of Disclosure:** You must keep the principal informed of your actions.
5. **Duty of Record Keeping:** You must keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

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. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. Death of the principal;
2. The principal's revocation of the power of attorney or your authority;
3. The occurrence of a termination event stated in the power of attorney;
4. The purpose of the power of attorney is fully accomplished; or
5. If you are married to the principal, your marriage is dissolved or declared invalid by a court decree of divorce or annulment.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Texas Estates Code, Chapter 752. If you violate the Texas Estates Code or act outside the authority granted, you may be liable for any damages caused by your violation.

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