



My Gift for the Living

From _____

“To me, living is Christ and dying is gain.” -Philippians 1:21

“If we live, we live for the Lord; and if we die, we die for the Lord.
Whether therefore we live or die, we belong to the Lord.” -Romans 14:8



MDPC Memorial Drive Presbyterian Church
11612 Memorial Drive • Houston, Texas • 713-782-1710 • mdpc.org
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Dear Brothers and Sisters,

In your hand is a packet of materials prepared for you by the Caring Ministries Office at MDPC, and entitled ***My Gift for the Living***. These documents have been compiled with much prayer, and careful research. However, we do encourage you to consult with your own attorney and/or financial advisor regarding these matters.

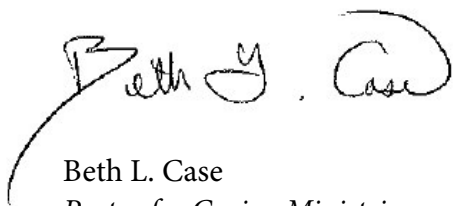
Many find it difficult to speak of topics which relate to death. We pray that working through your plans and convictions allows all involved to place death in perspective. It is an unavoidable reality. And yet, because Jesus lived in our world, died for our sins, and rose to give us hope, we can count on the gift of resurrection and eternal life. Assured of God's great promise, you can do this basic planning as an expression of your faith in God, the One who is:

*...our Help in Ages past,
our Hope for years to come,
our Shelter from the stormy blast,
and our Eternal Home.* -Isaac Watts

My Gift for the Living carries its greatest potential as you prayerfully work through each of documents herein. The documents are intended to facilitate conversations that honor your wishes for the end of your life here on this earth. Make sure to keep completed pages in a safe, but accessible, place. It would also be wise to inform your loved ones of the location in which you have chosen to store these documents. Even if you are reluctant to make decisions about your own final arrangements, completing a Last Wishes Planner can be of great help to the important people in your life. By attending to these details now, you are caring for your loved ones and protecting them from undue pressure at a time of loss.

We do hope that this set of material will be of assistance to you. We also know that it will take courage and faith to address the items covered in ***My Gift for the Living***. We are available for conversation should you have questions or concerns.

Because HE Lives,



Beth L. Case
Pastor for Caring Ministries

My Gift for the Living

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It is suggested that you enter the date when each page is completed in the space provided. You are encouraged to review and revise this document on a regular basis (at least once each year) and date the revision. This could be on your birthday, just after the income tax has been completed, or at whatever time is most convenient. The emphasis is on a periodic review so that your version of *My Gift for the Living* will always be up to date. Replacement pages are available in the Caring Ministries office.

You are encouraged to place selected pages from your *My Gift for the Living* on file in the Caring Ministries office, especially the first eight numbered pages. This will enable the Pastoral staff to help your family with planning when the need arises.

In Matters of Life and Death

Benefits of pre-planning. Death is a subject that is difficult for many to talk about, especially one's own death. We like to put it out of our minds, ignore it, as if that will delay or even prevent it from occurring. But death happens to everyone. We do not know the day or the hour, whether it will be by disease, a sudden accident, or the effects of aging. Planning and making arrangements for one's death is, first, recognition that death is unavoidable; and second, it allows us to make decisions for ourselves instead of placing that burden on others -- husband, wife, or children, or strangers who do not know us.

My Gift for the Living has been prepared to give you a document in which to record your desires regarding your funeral service, your burial or cremation, and the orderly disposition of your earthly goods. When it is complete with the family information, it also becomes a brief history of your life which will help your children and grandchildren know more about you. What a wonderful gift.

Memorial or Funeral Service. The service, celebrating the resurrection and expressing thanks for the deceased, is a time to worship God, Creator and Lord of life. The service provides for public recognition of the loss which has occurred, for comforting the bereaved, and for honoring the memory of the person who has "finished the course". If the casket containing the body is present, we call it a *funeral service*. A service after the burial or a service without the body pre-

sent (or with only the "cremains" - after cremation) is a *memorial service*.

The church encourages the use of either the MDPC Chapel or Sanctuary. Family needs may call for the service to be conducted in the chapel of a funeral home. Our ministers expect to work with the family in making decisions, designing and arranging suitable services.

Funeral Directors and Mortuaries.

Either one of these provide much needed services to the family of the deceased. They pick up the body, prepare it for burial or cremation and embalm it, if requested. They secure and record the death certificate and provide the necessary copies to the family. They can provide the casket, space for relatives and friends to gather for visiting, mourning and comforting one another prior to burial. They offer a chapel for the funeral service. For specified fees they can also provide other services, such as: writing and submitting the obituary notice to the newspapers, providing flowers, thank you cards, transportation, a police escort to the cemetery, coordinating the opening and closing of the grave, and handling many other details. The beauty of pre-planning is that it allows you to choose just those services which **you** want and does not leave it to your family to make the choices for you during their time of grief and emotional stress. Total costs typically range from \$3,000 to \$15,000.

Low cost funeral services. An alternate to the *traditional funeral* provided by

a mortuary is the Funeral Consumers Alliance of Houston, formerly the Houston Area Memorial Society. The Society contracts with local mortuaries for simple and inexpensive funeral services. They carry out the prearranged wishes of each member without pressure and at the current rates. At the time of death, the member's family would contact the designated mortuary and they would put into action the plans contained in your *My Gift for the Living*. An individual donation in the Funeral Consumers Alliance is currently \$25, and a family donation is \$50. The alliance publishes a newsletter giving helpful information on related topics. For more information contact the Alliance at 1504 Wirt Rd., Houston, TX 77055 or call 713-526-4267. For information, visit their website at www.funerals.org/famsa.

Embalming. The question, "Is embalming really required?" is asked frequently. The Center for Disease Control says that no public health purpose is served by embalming. Some states require that embalming or refrigeration is required after 24-48 hours or if the body is to be shipped out of state. Embalming does not preserve the body forever; it merely delays the forces of nature and adds to the cost. The United States is the only country in which embalming has been widely promoted by the funeral industry. It is rarely done in other countries, with no risk to public health.

Caskets. Caskets are available in a wide variety of types and prices. The least expensive is cloth covered wood, then steel (of various gauges), stainless steel, polished solid wood and the most expensive is either copper or bronze. The casket may be purchased either through the mortuary or it may be purchased through a retail casket dealer (and usually at a much lower cost). The mortuary is required by federal

law to accept and to use one provided by you. If purchased from a retail dealer it is suggested that someone be present at the mortuary to receive, inspect, and pay for the casket when it is delivered, usually within 8-12 hours of need.

Organ and tissue donations. At the end of your life, making a gift that allows others to live on is the miracle of organ donation. There are 26 organ/tissues which can be donated for transplantation; the most familiar are heart, lungs, liver, kidneys, pancreas, and corneas, but also other tissues - skin, bone and blood vessels.

Anyone can become an organ/tissue donor regardless of age, even those with a history of disease. Just fill out and sign a Uniform Donor Card and have it witnessed by two persons. However, even if you have a signed donor card, a donation cannot be made without the permission of your next-of-kin, so be sure they understand your wishes and are willing to carry them out. The recipient remains anonymous, but your family may be told about the age, sex and geographic location of the recipient, and even the outcome of the transplant. For more information you should call the American Council on Transplantation at 800-ACT-GIVE or call the Gulf Coast Independent Organ Procurement Organization at 713-799-9115. It is the organization which serves Houston and 29 surrounding counties, including the Texas Medical Center.

Willed body donation. If it is your desire to donate your body for the advancement of science and for the training of future physicians, then you should make the arrangements prior to your death. The University of Texas Medical School or the Baylor College of Medicine both have willed body programs.

There are certain cases in which bodies cannot be accepted for donation at time of death. Some of the reasons are: contagious disease such as Hepatitis, Tuberculosis, or HIV (AIDS), severe injuries to the body, morbid obesity, or an autopsy or organ donation.

Upon death, the body will be picked up at no charge, and will be used for study for up to two years or more, and then the remains will be cremated. The possibility of viewing the body prior to delivery should be discussed with the medical school. Contact the University of Texas Health Science Center, Dept. of Neurobiology and Anatomy, 713-500-5603 or the Baylor College of Medicine, Dept. of Cell Biology, 713-798-4930.

Places of burial (Cemeteries). If burial is your choice, then you are encouraged to purchase a burial space in the cemetery of your choice prior to need. If it is a country or church cemetery, there may not be a cost, but you should reserve a space(s). In “perpetual care” cemeteries a concrete liner is required by law in order to prevent erosion of the gravesite, but liners are recommended at all cemeteries. At the time of burial, there will be the cost of opening and closing the grave, arrangements being made by the mortuary.

The graveside service, the committal of the remains to their final resting place, is the turning point in the burial process, when mourners, usually just the family and close friends, emotionally “turn loose” the deceased. They make a 180-degree turn from looking back to life with the deceased on earth, to looking forward to being reunited with the deceased in God’s glorious kingdom.

Cremation. The Bible is silent on cremation, therefore individual preferences in taking care of a loved ones remains

should be respected. Certainly, cremation will not hinder God from giving a person a glorified body on the day of resurrection. In 1 Corinthians 15:52-53, Paul states “For the trumpet will sound, the dead will be raised imperishable, and we will be changed. For the perishable must clothe itself with the imperishable, and the mortal with immortality.” With this passage in mind cremation is gaining in acceptance in the Christian community. If desired, viewing is possible with or without embalming. The ashes or ‘cremains’ may be buried or placed in niche at the cemetery, placed in a columbarium at a church or scattered in accord with your desires. Cremation avoids certain costs.

Veteran’s benefits. Any honorably discharged veteran and his spouse may be buried in a National Cemetery. The benefits include the gravesite, opening and closing, the concrete liner, a flag and headstone/marker. The casket and other costs are not covered. In Houston, the National Cemetery is located at 10410 Veterans Memorial Drive, Houston 77038, Tel 281 447-8686, ext 200. To claim your Veteran’s benefits, you will need the following:

- Copy of Death Certificate
- Proof of Marriage
- Copy of Veteran’s Discharge papers or
- Service Number

If you do not have your discharge papers or your service number, a representative at the above number may be able to assist you in obtaining the necessary information.

Stewardship of Accumulated Assets. All we have is by gift of God. When we are called to discipleship we are called to stewardship of our possessions. At MDPC we believe stewardship of income during our lives calls for systematic percentage giving leading to the tithe and be-

yond. Stewardship of the assets that will survive our lives calls us to make plans for their disposition in light of two responsibilities: one, toward our family and other loved ones; and, two, toward the continuing work of the Kingdom of the God, the source of all good things.

Memorial Drive Presbyterian Church Foundation is established to assist the MDPC community and their professional advisors as they consider gifts (through a will) to the church and church institutions. Contact with the Foundation can be made through the church business administrator, who is also Secretary and Administrator of the Foundation.

Financial Planning. You are encouraged to obtain professional help in selecting the investments of your estate which will best meet your needs. In Jesus' parable of the talents, found in Matthew 15:14-30, He teaches us to be wise in the use of our earthly assets. You may want to consult a tax expert who can offer advice on how to minimize the "tax bite" on your estate so that the maximum amount goes to those of your choice. Those whom you select for these tasks should have your complete trust and confidence.

It is not the intent of this document or of MDPC to offer investment advice, to recommend any specific professional who provides financial planning or to offer tax advice, but simply to recommend that these steps be taken.

Last Will and Testament. Every person who is over the age of 18, especially if you are married and have minor children, should have a *Last Will and Testament*. A will allows you (rather than the State of Texas) to name your executor and to determine who will share the proceeds of your estate. This is especially important if you are the sole guardian of any minor

children. If there is no will, the State, not your heirs, will determine who gets custody of your children. Your will should be prepared by a competent attorney of your choice who will aid you in establishing the procedure for the orderly distribution of your estate.

Service planning helps. To assist you in planning your memorial (or funeral) services, a number of suggested hymns and scripture readings is listed on page 15. Most of these are found in the pew hymnals. This list will get you started, and you may have a favorite hymn(s) that is not listed. On page 16, there is a list of selected scripture passages that have provided comfort, solace, and insights into God's caring nature for his children. Again, these are only suggestions. There may be a meaningful passage for you that has not been listed.

Legal Forms. There are several legal forms included in the Appendix which will be helpful in making choices in specific situations. You are encouraged to seek the services of an attorney in executing these forms or if you have any questions concerning them. These forms are:

Directive to Physicians This document, sometimes referred to as a *Living Will*, instructs the attending physician that you desire that your life not be artificially prolonged by machines or procedures after the attending physician determines that death is imminent or there is no reasonable hope for recovery. The Texas Natural Death Act authorizes the use of written directives in accordance with certain guidelines. If this is your desire, advise your heirs by completing the form, shown as Appendix A, and including it with your *My Gift for the Living*. Do not place it in a safety deposit box. Send a copy to your named agent, and also to your physician

asking him to confirm in writing that he is in agreement with your wishes and will respect the Directive. For persons under 18 years of age there is another Directive which may be used to express the same intent. It must be executed by a parent or legal guardian.

The decision to “pull the plug” on a close family member, regardless of their age, is a very difficult one to make. Advice and counsel of a trusted family advisor (minister, lawyer or close friend) may be comforting and reassuring that the right decision is being made.

Medical Power of Attorney In the event you become incapacitated by illness or other infirmity, the Medical Power of Attorney, provided in Appendix B, authorizes a designated person (usually the spouse or a surviving child) to make medical decisions on your behalf. It is broader in scope than the Directive to Physicians, but does not authorize any decisions other than health care. You should be familiar with the ramifications of this document before you sign it.

Durable Power of Attorney This document is similar to the above, but it is broader in its scope. It authorizes a designated person to act in your behalf should you become incapacitated in matters requiring legal authority, such as the sale of property or payment of expenses. The powers granted in items (A) through (M) on the form, provided in Appendix C, are very broad, so it is best to be more specific. The Durable Power of Attorney is useful in preventing a court-supervised guardian from being appointed which, if it happens, can become very complex and costly to your estate.

HIPPA Authorization There are federal laws that interpret the Health Insurance Portability and Accountability Act of 1996 (HIPPA). This documentation is in accordance to that law.

Declaration of Need of Guardian

This document provides a designate if you become incapacitated.

Seeing Death as Jesus Viewed It

Death is not extinction. It is not the end of life. True, it is the end of this state of existence. The separation of the soul from the body does not mean the destruction of the soul, but rather a sleep and an awakening in a better land. We must always remember that we bury only the body of our loved one; the person has gone to be with the Lord. The New Testament encourages us to expect a new *Spiritual Body* at the Resurrection.

Our sixth president knew this, as illustrated in this story:

One day in his 80th year, John Quincy Adams was tottering down a Boston street. He was accosted by a friend who said, “And how is John Quincy Adams today?”

The former president of the United States replied graciously, “Thank you, John Quincy Adams is well, sir, quite well, I thank you. But the house in which he lives at present is becoming dilapidated. It is tottering upon its foundations. Time and the seasons have nearly destroyed it. Its roof is pretty well worn out, its walls are much shattered, and it trembles with every wind. The old tenement is becoming almost uninhabitable, and I think John Quincy Adams will have to move out of it soon; but he himself is quite well, sir, quite well.”

And with this the venerable statesman, leaning heavily upon his cane, moved slowly down the street.

John Quincy Adams had the same assurance which we all have. He knew that “if the earthly house of our tabernacle be dissolved, we have a building from God, a house not made with hands, eternal, in the heavens.” (II Cor. 5:1)

PERSONAL INFORMATION

DATE UPDATED

Name

Social Security No.

Phone

Address

City

State

Zip Code

Place of Birth: City, County, State, Country

Date of Birth

Location of Birth Certificate

Married

Single

Widowed

Divorced

Spouse

Wedding Date

Location of Wedding License

Parent Name

Relationship

Birthplace

Birthdate

EDUCATION

High School(s) Attended

City/State

College/University Attended

Years

Degree

WORK HISTORY

DATE UPDATED

Occupation

Date and Place of Retirement

Most Recent Employer

Person to Contact

Phone

Type of Business

How Long Employed

Previous Employer

Person to Contact

Phone

Type of Business

How Long Employed

Previous Employer

Person to Contact

Phone

Type of Business

How Long Employed

Remarks:

MILITARY SERVICE

DATE UPDATED

Branch of Service

Serial Number

Date Entered

Place

Date of discharge

Place

Highest Grade, Rank, or Rating Attained

Location of discharge papers

Do you desire a flag at your funeral?

Yes

No

Wars/conflicts served

Additional information

HONORS RECEIVED (Professional, Community, Military, or Other)

Describe any honors you have received:

Membership in the following organizations (Name, person to notify, and phone no.):

FAMILY INFORMATION

DATE UPDATED

PARENTS

SPOUSE

CHILDREN, GRANDCHILDREN, GREAT-GRANDCHILDREN

Name	Relationship	City of Residence	Spouse Name
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SIBLINGS

Name	Relationship	City of Residence	Spouse Name
------	--------------	-------------------	-------------

OTHER

FUNERAL PROCEDURE

DATE UPDATED

Official arrangements have been made through a:

Funeral Home

Cemetery

Memorial Society

If Yes, with whom?

Location of Documents

If not, preferred funeral home

Do you desire a "Visitation" prior to the funeral? Yes No No opinion

Do you desire the casket to be open for viewing? Yes No No opinion

If yes, for whom? Family Anyone No opinion

SPECIFIC INSTRUCTIONS (Clothing and jewelry to be worn, eyeglasses on or off, etc.)

Service Location (MDPC; graveside, public; graveside, private; funeral home; other)

Minister Preference

Other Speakers

Church Preference, if other than MDPC

Lodge/Veteran Service by

Music

Organ

Vocalist

Choir

Taped Music

Congregational Singing

Other Instrument

Organist/Vocalist/Musicians Preferred (include contact information)

Favorite Hymns

Favorite Scriptures

Favorite Poems/Readings

Additional details about the service

MEMORIALS

DATE UPDATED

Make memorial donations in lieu of flowers to the following:

Other wishes

NOTIFICATION

Published Obituary?	Yes	No	Photograph?	Yes	No
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Note: Large city papers often charge for obituaries. I would like to have my obituary printed in the following newspapers:

Please Notify these Individuals

Name	Address	Phone	Connection
------	---------	-------	------------

Notify these individuals (continued)

Name	Address	Phone	Connection
------	---------	-------	------------

PALLBEARERS

Name	Address	Phone
------	---------	-------

BURIAL INSTRUCTIONS

DATE UPDATED

Disposition of the body: Burial Cremation Donation for Study

Have you completed a Donor Card? Yes No

If organs are to be donated, give details of your desires and whom you have contacted to receive them.
Be sure your family understands your wishes and is willing to carry them out.

If body is to be donated, give details of your desires and whom you have contacted to receive it.
Be sure your family understands your wishes and is willing to carry them out.

If body is to be cremated, give details of your desires for the disposition of the “cremains”.

Cemetery, Buried Columbarium: Location

Cemetery, Niche Scattered: Location

If body is to be buried, give details of your desires for burial:

☐ Burial Plot ☐ Crypt ☐ Mausoleum

Own Lots/Spaces? Yes No If yes, where? List cemetery, city, and phone no.

Brief Description of space owned

Location of burial lot deed
Do not keep in safety deposit box!

Preferred type of grave marker (If already purchased, give information regarding it.)

Preferred inscription

LEGAL INFORMATION

DATE UPDATED

Is there a Will?	Yes	No	If yes, date of Will

Suggest reviewing Will every 10 years

Location of original copy

Executor	Phone
----------	-------

Contingent Executor Phone

Attorney	Phone
----------	-------

City/State/Zip Code

Is there a Living Will (directive to Physicians)?	Yes	No

Living Will location (Your Doctor should have a copy, one given to EMTs before life support is hooked up, and your copy should not be in safety deposit box.)

Is there a Durable Power of Attorney (POA) for Health Care?	Yes	No
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Health Care POA held by	Phone
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Document Location

Is there a Durable Power of Attorney (POA)?	Yes	No
---	-----	----

POA held by	Phone
-------------	-------

Document Location

Remarks

Financial Information begins on the next page.

This information is included in this document.

not included, but is located in

SECURITY

DATE UPDATED

Safety Deposit Box Number

Name of Institution

Address

Phone

Other Information

FINANCIAL INFORMATION

BANKING

List the bank name, branch, phone number, account type, account number, and name of a bank officer if one knows you by name. Do this for every bank savings, checking, or other account you have.

Location of supporting documents

Accountant

Phone

City/State/Zip Code

Location of tax records for past 3 years

PENSIONS

List below the description and documentation location for pensions that are in your name.

INSURANCE

List insurance company, agent, phone, account type, account number, and value for all life, health, and

STOCKS, BONDS, MUTUAL FUNDS, INVESTMENTS

List below the fund name, account number, broker address and phone number for all investments.

PROPERTY

List description and deed (title) location for all real estate, automobiles, boats, etc. that bear your name.

DEBTS

List all credit cards and open accounts that need to be canceled or have your name removed upon disability or death. Also, list any outstanding loans; include account numbers and pertinent phone numbers as well as the location of documentation

SPECIAL PROPERTY DISPOSITION

MY SPECIAL THINGS

Everyone has special things that they desire to go to special people. Please look around the house and specify who (family, friend, or institution) should receive these special things. This list has been prepared in order to avoid any misunderstandings and to preserve family harmony. Use extra pages if necessary.

Note: Some of the items which should be considered include the family china, the engraved silver, the pocket watch, the collection of figurines, the piano, the photo album, fine art, jewelry quilts, medals, etc. However, consider specifying the recipient of especially valuable items in your will.

COLLECTIONS & LIBRARIES

Some people have collections that are of special interest to them, but not their heirs. The heirs may not know how to liquidate those collections for the maximum benefit.

Do you want them given to a museum, university or individual? If they are to be sold, who can help the family receive maximum benefit from them? Is there a person you trust who can handle the sale? Is there a periodical that can serve as a price guide? Are there flea markets or consignment shops that specialize in such materials?

Please list what you want done every specialized collection you own.

SUGGESTED HYMNS FOR THE FUNERAL/MEMORIAL SERVICE

Amazing Grace
A Mighty Fortress Is Our God
All Creatures of Our God and King
All My Heart This Night Rejoices
Blessed Assurance
Christ Is Made the Sure Foundation
Christ, Whose Glory Fills the Skies
Come, Thou Almighty King
Come, Thou Long-Expected Jesus
Come, You Thankful People, Come
Crown Him with Many Crowns
Eternal Father, Strong to Save
For All the Saints
God of Our Fathers
God of Our Life
Good Christian Men, Rejoice
Great Is Thy Faithfulness
Hark! The Herald Angels Sing
His Eye Is on the Sparrow
Holy God, We Praise Your Name
Holy, Holy, Holy! (Trinity)
Hosanna, Loud Hosanna (Palm Sunday)
How Firm a Foundation
How Great Thou Art
I Come to the Garden Alone
I Greet Thee, Who My Sure Redeemer Art
I Know Nothing of Tomorrow
I Know That My Redeemer Lives
I Love to Tell the Story
I'll Fly Away
Immortal, Invisible, God Only Wise
It Is Well with My Soul
Jesus Christ Is Risen Today
Joy to the World

Joyful, Joyful, We Adore Thee
My Jesus, I Love Thee
O Come, O Come, Emmanuel
Our God, Our Help in Ages Past
O for a Thousand Tongues to Sing
On Eagle's Wings
Once in Royal David's City
Praise, My Soul, the King of Heaven
Precious Lord, Take My Hand
Rock of Ages, Cleft for Me
Softly and Tenderly
Sweet Hour of Prayer
The Church's One Foundation
The Head that Once Was Crowned with Thorns
The Old Rugged Cross
The Strife Is O'er, the Battle Done

SUGGESTED SOLOS

Come to Jesus (Chris Rice)
Eagle's Wings
Great Is Thy Faithfulness
Held (Natalie Grant)
How Great Thou Art
I Can Only Imagine (Bart Millard)
It Is Well with My Soul
My Tribute
Panis Angelicus
Pie Jesu
Precious Lord, Take My Hand
The Lord's Prayer

SELECTED SCRIPTURE READINGS

Old Testament

Job 19:23-27	I know that my redeemer lives
Ecclesiastes 3:1-15	For everything there is a season
Isaiah 40:1-11	Comfort my people
Isaiah 40:27-31	Those who wait for the Lord shall renew their strength
Isaiah 43:2-3	When you pass through the waters, I will be with you
Isaiah 55:3-6a	Incline your ear, and come to me
Isaiah 61:1-3	The Spirit of the Lord God is upon me
Isaiah 65:17-25	I create new heavens and a new earth

Psalms

Psalms 23	The Lord is my shepherd
Psalms 46:1-5, 10-11	A very present help in trouble
Psalms 27	The Lord is my light and my salvation; whom shall I fear?
Psalms 90:1-10, 12	Teach us to number our days
Psalms 103	Bless the Lord, O my soul
Psalms 121	I lift up my eyes to the hills
Psalms 130	Out of the depths I cry to the Lord
Psalms 139:1-12	Whither shall I go from thy Spirit?

Gospels

Luke 23:33, 39-43	Today you will be with me in Paradise
Luke 24:13-35	On the road to Emmaus
John 11:17-27	I am the resurrection and the life
John 14:1-6	Let not your hearts be troubled
John 14:25-27	The Father will send the Holy Spirit
John 16:22	So you have pain now; but I will see you again
John 20:1-18	Woman, why are you weeping?
John 20:24-29	Blessed are those who have not seen, but believe

Epistles

Romans 8:14-23	We are God's children-heirs of God
Romans 8:31-39	Nothing can separate us from the love of God
Romans 14:7-9	Whether we live or die, we are the Lord's
Romans 14:10b-12	We will all stand before the judgment seat
1 Corinthians 13	If I speak in the tongues of mortals and of angels
1 Corinthians 15:20-26, 35-38, 42-44, 50, 53-58	Death is swallowed in victory
2 Corinthians 4:16-5:1	Visible things are transitory, invisible things permanent
1 John 3:1-3	See what love the Father has given us
1 Thessalonians 4:13-18	The comfort of Christ's coming
2 Timothy 4:6	The time of my departure has come
Revelation 21:1-4, 22-25, 22:3-5	A new heaven and a new earth

APPENDIX A

DIRECTIVE TO PHYSICIANS
AND FAMILY OR SURROGATES

DIRECTIVE TO PHYSICIANS AND FAMILY OR SURROGATES

Instructions for completing this document:

This is an important legal document known as an Advance Directive. It is designed to help you communicate your wishes about medical treatment at some time in the future when you are unable to make your wishes known because of illness or injury. These wishes are usually based on personal values. In particular, you may want to consider what burdens or hardships of treatment you would be willing to accept for a particular amount of benefit obtained if you were seriously ill.

You are encouraged to discuss your values and wishes with your family or chosen spokesperson, as well as your physician. Your physician, other health care provider, or medical institution may provide you with various resources to assist you in completing your advance directive. Brief definitions are listed below and may aid you in your discussions and advance planning. Initial the treatment choices that best reflect your personal preferences. Provide a copy of your directive to your physician, usual hospital, and family or spokesperson. Consider a periodic review of this document. By periodic review, you can best assure that the directive reflects your preferences.

In addition to this advance directive, Texas law provides for two other types of directives that can be important during a serious illness. These are the Medical Power of Attorney and the Out-of-Hospital Do-Not-Resuscitate Order. You may wish to discuss these with your physician, family, hospital representative, or other advisers. You may also wish to complete a directive related to the donation of organs and tissues.

DIRECTIVE

I, _____, recognize that the best health care is based upon a partnership of trust and communication with my physician. My physician and I will make health care or treatment decisions together as long as I am of sound mind and able to make my wishes known. If there comes a time that I am unable to make medical decisions about myself because of illness or injury, I direct that the following treatment preferences be honored:

If, in the judgment of my physician, I am suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care:

_____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

_____ I request that I be kept alive in this terminal condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

If, in the judgment of my physician, I am suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of care:

_____ I request that all treatments other than those needed to keep me comfortable be discontinued or withheld and my physician allow me to die as gently as possible; OR

_____ I request that I be kept alive in this irreversible condition using available life-sustaining treatment. (THIS SELECTION DOES NOT APPLY TO HOSPICE CARE.)

Additional requests: (After discussion with your physician, you may wish to consider listing particular treatments in this space that you do or do not want in specific circumstances, such as artificially administered nutrition and hydration, intravenous antibiotics, etc. Be sure to state whether you do or do not want the particular treatment.)

After signing this directive, if my representative or I elect hospice care, I understand and agree that only those treatments needed to keep me comfortable would be provided and I would not be given available life-sustaining treatments.

If I do not have a Medical Power of Attorney, and I am unable to make my wishes known, I designate the following person(s) to make health care or treatment decisions with my physician compatible with my personal values:

1. _____

2. _____

(If a Medical Power of Attorney has been executed, then an agent already has been named and you should not list additional names in this document.)

If the above persons are not available, or if I have not designated a spokesperson, I understand that a spokesperson will be chosen for me following standards specified in the laws of Texas. If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of all available medical treatment provided within the prevailing standard of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort. I understand that under Texas law this directive has no effect if I have been diagnosed as pregnant. This directive will remain in effect until I revoke it. No other person may do so.

Signed _____ Date _____

City, County, State of Residence _____

Two competent adult witnesses must sign below, acknowledging the signature of the declarant. The witness designated as Witness 1 may not be a person designated to make a health care or treatment decision for the patient and may not be related to the patient by blood or marriage. This witness may not be entitled to any part of the estate and may not have a claim against the estate of the patient. This witness may not be the attending physician or an employee of the attending physician. If this witness is an employee of a health care facility in which the patient is being cared for, this witness may not be involved in providing direct patient care to the patient. This witness may not be an officer, director, partner, or business office employee of a health care facility in which the patient is being cared for or of any parent organization of the health care facility.

Witness 1 _____ Witness 2 _____

Definitions:

"Artificially administered nutrition and hydration" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the gastrointestinal tract.

"Irreversible condition" means a condition, injury, or illness:

- (1) that may be treated, but is never cured or eliminated;
- (2) that leaves a person unable to care for or make decisions for the person's own self; and
- (3) that, without life-sustaining treatment provided in accordance with the prevailing standard of medical care, is fatal.

Explanation: Many serious illnesses such as cancer, failure of major organs (kidney, heart, liver, or lung), and serious brain disease such as Alzheimer's dementia may be considered irreversible early on. There is no cure, but the patient may be kept alive for prolonged periods of time if the patient receives life-sustaining treatments. Late in the course of the same illness, the disease may be considered terminal when, even with treatment, the patient is expected to die. You may wish to consider which burdens of treatment you would be willing to accept in an effort to achieve a particular outcome. This is a very personal decision that you may wish to discuss with your physician, family, or other important persons in your life.

"Life-sustaining treatment" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-

sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificially administered hydration and nutrition. The term does not include the administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

"Terminal condition" means an incurable condition caused by injury, disease, or illness that according to reasonable medical judgment will produce death within six months, even with available life-sustaining treatment provided in accordance with the prevailing standard of medical care.

Explanation: Many serious illnesses may be considered irreversible early in the course of the illness, but they may not be considered terminal until the disease is fairly advanced. In thinking about terminal illness and its treatment, you again may wish to consider the relative benefits and burdens of treatment and discuss your wishes with your physician, family, or other important persons in your life.

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MEDICAL POWER OF ATTORNEY DESIGNATION OF HEALTH CARE AGENT

APPENDIX B

**MEDICAL POWER OF ATTORNEY
DESIGNATION OF HEALTH CARE AGENT**

I, _____ (insert your name) appoint:

Name: _____

Address: _____

Phone: _____

as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

LIMITATIONS ON THE DECISION-MAKING AUTHORITY OF MY AGENT ARE AS FOLLOWS:

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved, annulled, or declared void unless this document provides otherwise.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent to make health care decisions for me as authorized by this document, who serve in the following order:

A. First Alternate Agent

Name: _____

Address: _____

Phone: _____

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B. Second Alternate Agent

Name: _____

Address: _____

Phone: _____

The original of this document is kept at:

The following individuals or institutions have signed copies:

Name: _____

Address: _____

Name: _____

Address: _____

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

(IF APPLICABLE) This power of attorney ends on the following date:

PRIOR DESIGNATIONS REVOKED

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I revoke any prior medical power of attorney.

HIPAA DISCLOSURE

I further authorize that my agent shall have access to any and all protected health information from any and all covered entities pursuant to 45 C.F.R. 164.502(g)(1) Health Insurance Portability and Accountability Act (HIPAA). This release authority applies to any and all information governed by HIPAA and should be complied with by any and all health-care providers and insurance companies that have provided treatment, testing or services.

"Protected Health Information" regarding my records is to be given the most liberal interpretation by my health care providers and is to include any and everything regarding my health condition. This authority allows my agent to request and obtain copies of any of the protected health information, including any chemical dependency records, AIDS/HIV testing, results or treatment, and all other treatment, testing, or records that my agent deems necessary.

This authority shall supersede any prior agreements that I may have executed with my providers regarding access or disclosure or lack thereof of my protected health information.

This authorization only expires upon a written revocation by me delivered to the health care provider.

DISCLOSURE STATEMENT

THIS MEDICAL POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

Except to the extent you state otherwise, this document gives the person you name as your agent the authority to make any and all health care decisions for you in accordance with your wishes, including your religious and moral beliefs, when you are unable to make the decisions for yourself. Because "health care" means any treatment, service, or procedure to maintain, diagnose, or treat your physical or mental condition, your agent has the power to make a broad range of health care decisions for you. Your agent may consent, refuse to consent, or withdraw consent to medical treatment and may make decisions about withdrawing or withholding life-sustaining treatment. Your agent may not consent to voluntary inpatient mental health services, convulsive treatment, psychosurgery, or abortion. A physician must comply with your agent's instructions or allow you to be transferred to another physician.

Your agent's authority is effective when your doctor certifies that you lack the competence to make health care decisions.

Your agent is obligated to follow your instructions when making decisions on your behalf. Unless you state otherwise, your agent has the same authority to make decisions about

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your health care as you would have if you were able to make health care decisions for yourself.

It is important that you discuss this document with your physician or other health care provider before you sign the document to ensure that you understand the nature and range of decisions that may be made on your behalf. If you do not have a physician, you should talk with someone else who is knowledgeable about these issues and can answer your questions. You do not need a lawyer's assistance to complete this document, but if there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

The person you appoint as agent should be someone you know and trust. The person must be 18 years of age or older or a person under 18 years of age who has had the disabilities of minority removed. If you appoint your health or residential care provider (e.g., your physician or an employee of a home health agency, hospital, nursing facility, or residential care facility, other than a relative), that person has to choose between acting as your agent or as your health or residential care provider; the law does not allow a person to serve as both at the same time.

You should inform the person you appoint that you want the person to be your health care agent. You should discuss this document with your agent and your physician and give each a signed copy. You should indicate on the document itself the people and institutions that you intend to have signed copies. Your agent is not liable for health care decisions made in good faith on your behalf.

Once you have signed this document, you have the right to make health care decisions for yourself as long as you are able to make those decisions, and treatment cannot be given to you or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your health or residential care provider orally or in writing or by your execution of a subsequent medical power of attorney. Unless you state otherwise in this document, your appointment of a spouse is revoked if your marriage is dissolved, annulled, or declared void.

This document may not be changed or modified. If you want to make changes in this document, you must execute a new medical power of attorney.

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. If you designate an alternate agent, the alternate agent has the same authority as the agent to make health care decisions for you.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS:

(1) YOU SIGN IT AND HAVE YOUR SIGNATURE ACKNOWLEDGED BEFORE A NOTARY PUBLIC; OR

(2) YOU SIGN IT IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES.

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THE FOLLOWING PERSONS MAY NOT ACT AS ONE OF THE WITNESSES:

- (1) the person you have designated as your agent;
- (2) a person related to you by blood or marriage;
- (3) a person entitled to any part of your estate after your death under a will or codicil executed by you or by operation of law;
- (4) your attending physician;
- (5) an employee of your attending physician;
- (6) an employee of a health care facility in which you are a patient if the employee is providing direct patient care to you or is an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility; or
- (7) a person who, at the time this medical power of attorney is executed, has a claim against any part of your estate after your death.

By signing below, I acknowledge that I have read and understand the information contained in the above disclosure statement.

(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. YOU MAY SIGN IT AND HAVE YOUR SIGNATURE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR YOU MAY SIGN IT IN THE PRESENCE OF TWO COMPETENT ADULT WITNESSES.)

SIGNATURE ACKNOWLEDGED BEFORE NOTARY

I sign my name to this medical power of attorney on ____ day of _____(month, year)
at

(City and State).

(Signature)

(Print Name)

State of Texas

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County of _____

This instrument was acknowledged before me on _____ (date) by
_____ (name of person acknowledging).

NOTARY PUBLIC, State of Texas

Notary's printed name: _____

My commission expires: _____

OR

SIGNATURE IN PRESENCE OF TWO COMPETENT ADULT WITNESSES

I sign my name to this medical power of attorney on ____ day of _____ (month, year)
at

(City and State).

(Signature)

(Print Name)

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Signature: _____

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Print Name: _____ Date: _____

Address: _____

SIGNATURE OF SECOND WITNESS.

Signature: _____

Print Name: _____ Date: _____

Address: _____

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STATUTORY DURABLE POWER OF ATTORNEY

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 or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, _____ (insert your name and address),
appoint _____ (insert the name and address of
the person appointed) as my agent 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 (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;

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- _____ (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).

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 is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

_____ My agent is 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.

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

_____ I grant my agent 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.

*[The following provisions under "Grant of Specific Authority" are **not** part of the statutory form itself, but are a permissible modification to the statutory form under Sec. 752.052 to grant specific authority described by Sec. 751.031(b).]*

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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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

_____ Create or change a beneficiary designation

_____ Authorize another person to exercise the authority granted under this power of attorney.

[The statutory form begins again below.]

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

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

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

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

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

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

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IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, 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.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

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If any agent named by me dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution of declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

_____.

Signed this _____ day of _____, _____.

(your signature)

State of Texas

County of _____

This document was acknowledged before me on _____ (date) by
_____ (name of principal).

(signature of notarial officer)

(Seal, if any, of notary)

(printed name)

My commission expires: _____

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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;

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- (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 (attorney in fact) 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

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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.

ESTATES CODE (TITLE 2. SUBTITLE P., CH 751, SUBCH C.)

DUTY TO INFORM AND ACCOUNT

Section 751.101. FIDUCIARY DUTIES. A person who accepts appointment as an agent under a durable power of attorney as provided by Section 751.022 is a fiduciary as to the principal only when acting as an agent under the power of attorney and has a duty to inform and to account for actions taken under the power of attorney.

Section 751.102. DUTY TO TIMELY INFORM PRINCIPAL.

- (a) The agent shall timely inform the principal of each action taken under a durable power of attorney.
- (b) Failure of an agent to timely inform, as to third parties, does not invalidate any action of the agent.

Section 751.103. MAINTENANCE OF RECORDS.

- (a) The agent shall maintain records of each action taken or decision made by the agent.
- (b) The agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

Section 751.104. ACCOUNTING.

- (a) The principal may demand an accounting by the agent.
- (b) Unless otherwise directed by the principal, an accounting under Subsection (a) must include:
 - 1. The property belonging to the principal that has come to the agent's knowledge or into the agent's possession;
 - 2. Each action taken or decision made by the agent;
 - 3. A complete account of receipts, disbursements, and other actions of the agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - 4. A listing of all property over which the agent has exercised control that includes:
 - A. An adequate description of each asset; and
 - B. The asset's current value, if the value is known to the agent;

5. The cash balance on hand and the name and location of the depository at which the cash balance is kept;
6. Each known liability; and
7. Any other information and facts known to the agent as necessary for a full and definite understanding of the exact condition of the property belonging to the principal.

(c) Unless directed otherwise by the principal, the agent shall also provide to the principal all documentation regarding the principal's property.

Section 751.105. EFFECT OF FAILURE TO COMPLY; SUIT. If the agent fails or refuses to inform the principal, provide documentation, or deliver an accounting under Section 751.104 within 60 days of a demand under that section, or a longer or shorter period as demanded by the principal or ordered by a court, the principal may file suit to:

- 1) Compel the agent to deliver the accounting or the assets; or
- 2) Terminate the durable power of attorney.

Section 751.106. EFFECT OF SUBCHAPTER ON PRINCIPAL'S RIGHTS. This subchapter does not limit the right of the principal to terminate the durable power of attorney or to make additional requirements of or to give additional instructions to the agent.

**STATEMENTS OF SPECIFIC AUTHORITY INCORPORATED INTO
THE DURABLE POWER OF ATTORNEY FORM**

The statutory durable power of attorney form permits the principal to include certain powers by initialing them on the form. If a specific power is chosen by initialing its description on the form, then Sections 752.102–752.1145 of the Texas Estates Code provide detailed statements of the powers that are incorporated into that power of attorney. Below are the detailed statements of the powers under Sections 752.102–752.1145 of the Texas Estates Code.

CONSTRUCTION OF POWER IN GENERAL. By executing a statutory durable power of attorney that confers authority with respect to any class of transactions, the principal empowers the attorney in fact or agent for that class of transactions to: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which the principal is, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on behalf of the principal for the purposes intended; (3) contract in any manner with any person, on terms agreeable to the attorney in fact or agent, to accomplish a purpose of a transaction and perform, rescind, reform, release, or modify that contract or another contract made by or on behalf of the principal; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument the attorney in fact or agent considers desirable to accomplish a purpose of a transaction; (5) with respect to a claim existing in favor of or against the principal: (A) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise; or (B) intervene in an action or litigation relating to the claim; (6) seek on the principal's behalf the assistance of a court to carry out an act authorized by the power of attorney; (7) engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant; (8) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (9) prepare, execute, and file a record, report, or other document the attorney in fact or agent considers necessary or desirable to safeguard or promote the principal's interest under a statute or governmental regulation; (10) reimburse the attorney in fact or agent for an expenditure made in exercising the powers granted by the durable power of attorney; and (11) in general, perform any other lawful act that the principal may perform with respect to the transaction.

CONSTRUCTION OF POWER RELATING TO REAL PROPERTY TRANSACTIONS. (a) The language conferring authority with respect to real property transactions in a statutory durable power of attorney empowers the agent, without further reference to a specific description of the real property, to: (1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (3) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (4) perform any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by the principal, including the authority to: (A) insure against a casualty, liability, or loss; (B) obtain or regain possession or protect the interest or right by litigation, action, or otherwise; (C) pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with the taxes or assessments; (D) purchase supplies,

hire assistance or labor, or make repairs or alterations to the real property; and (E) manage and supervise an interest in real property, including the mineral estate ; (5) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which the principal has or claims to have an estate, interest, or right; (6) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including: (A) selling or otherwise disposing of the shares or obligations; (B) exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and (C) voting the shares or obligations in person or by proxy; (7) change the form of title of an interest in or right incident to real property; (8) dedicate easements or other real property in which the principal has or claims to have an interest to public use, with or without consideration; (9) enter into mineral transactions, including: (A) negotiating and making oil, gas, and other mineral leases covering any land, mineral, or royalty interest in which the principal has or claims to have an interest; (B) pooling and unitizing all or part of the principal's land, mineral leasehold, mineral, royalty, or other interest with land, mineral leasehold, mineral, royalty, or other interest of one or more persons for the purpose of developing and producing oil, gas, or other minerals, and making leases or assignments granting the right to pool and unitize; (C) entering into contracts and agreements concerning the installation and operation of plants or other facilities for the cycling, repressuring, processing, or other treating or handling of oil, gas, or other minerals; (D) conducting or contracting for the conducting of seismic evaluation operations; (E) drilling or contracting for the drilling of wells for oil, gas, or other minerals; (F) contracting for and making "dry hole" and "bottom hole" contributions of cash, leasehold interests, or other interests toward the drilling of wells; (G) using or contracting for the use of any method of secondary or tertiary recovery of any mineral, including the injection of water, gas, air, or other substances; (H) purchasing oil, gas, or other mineral leases, leasehold interests, or other interests for any type of consideration, including farmout agreements requiring the drilling or reworking of wells or participation in the drilling or reworking of wells; (I) entering into farmout agreements committing the principal to assign oil, gas, or other mineral leases or interests in consideration for the drilling of wells or other oil, gas, or mineral operations; (J) negotiating the transfer of and transferring oil, gas, or other mineral leases or interests for any consideration, such as retained overriding royalty interests of any nature, drilling or reworking commitments, or production interests; (K) executing and entering into contracts, conveyances, and other agreements or transfers considered necessary or desirable to carry out the powers granted in this section, including entering into and executing division orders, oil, gas, or other mineral sales contracts, exploration agreements, processing agreements, and other contracts relating to the processing, handling, treating, transporting, and marketing of oil, gas, or other mineral production from or accruing to the principal and receiving and receipting for the proceeds of those contracts, conveyances, and other agreements and transfers on behalf of the principal; and (L) taking an action described by Paragraph (K) regardless of whether the action is, at the time the action is taken or subsequently, recognized or considered as a common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing minerals; and (10) designate the property that constitutes the principal's homestead. (b) The power to mortgage and encumber real property provided by this section includes the power to execute documents necessary to create a lien against the principal's homestead as provided by Section 50, Article XVI, Texas Constitution, and to consent to the creation of a lien against property owned by the principal's spouse in which the principal has a homestead interest.

CONSTRUCTION OF POWER RELATING TO TANGIBLE PERSONAL PROPERTY TRANSACTIONS. The language conferring general authority with respect to tangible personal property transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) accept tangible personal property or an interest in tangible personal property as a gift or as security for a loan or reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property; (2) sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property; and (4) perform an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including: (A) insuring the property or interest against casualty, liability, or loss; (B) obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; (C) paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (D) moving the property; (E) storing the property for hire or on a gratuitous bailment; and (F) using, altering, and making repairs or alterations to the property.

CONSTRUCTION OF POWER RELATING TO STOCK AND BOND TRANSACTIONS. The language conferring authority with respect to stock and bond transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) buy, sell, and exchange: (A) stocks; (B) bonds; (C) mutual funds; and (D) all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes; (2) receive certificates and other evidences of ownership with respect to securities; (3) exercise voting rights with respect to securities in person or by proxy; (4) enter into voting trusts; and (5) consent to limitations on the right to vote.

CONSTRUCTION OF POWER RELATING TO COMMODITY AND OPTION TRANSACTIONS. The language conferring authority with respect to commodity and option transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange; and (2) establish, continue, modify, or terminate option accounts with a broker.

CONSTRUCTION OF POWER RELATING TO BANKING AND OTHER FINANCIAL INSTITUTION TRANSACTIONS. The language conferring authority with respect to banking and other financial institution transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) continue, modify, or terminate an account or other banking arrangement made by or on behalf of the principal; (2) establish, modify, or terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the attorney in fact or agent; (3) rent a safe deposit box or space in a vault; (4) contract to procure other services

available from a financial institution as the attorney in fact or agent considers desirable; (5) withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution; (6) receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to those documents; (7) enter a safe deposit box or vault and withdraw from or add to its contents; (8) borrow money at an interest rate agreeable to the attorney in fact or agent and pledge as security the principal's property as necessary to borrow, pay, renew, or extend the time of payment of a debt of the principal; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper of the principal, or payable to the principal or the principal's order to receive the cash or other proceeds of those transactions, to accept a draft drawn by a person on the principal, and to pay the principal when due; (10) receive for the principal and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

CONSTRUCTION OF POWER RELATING TO BUSINESS OPERATING TRANSACTIONS.

The language conferring authority with respect to business operating transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) do the following, to the extent that an attorney in fact or agent is permitted by law to act for a principal and subject to the terms of a partnership agreement: (A) perform a duty, discharge a liability, or exercise a right, power, privilege, or option that the principal has, may have, or claims to have under the partnership agreement, whether or not the principal is a general or limited partner; (B) enforce the terms of the partnership agreement by litigation, action, or otherwise; and (C) defend, submit to arbitration, settle, or compromise litigation or an action to which the principal is a party because of membership in the partnership; (3) exercise in person or by proxy, or enforce by litigation, action, or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share, or other similar instrument and defend, submit to arbitration, settle, or compromise a legal proceeding to which the principal is a party because of a bond, share, or similar instrument; (4) with respect to a business owned solely by the principal: (A) continue, modify, renegotiate, extend, and terminate a contract made before execution of the power of attorney with an individual, legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business; (B) determine: (i) the location of the business's operation; (ii) the nature and extent of the business; (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the business's operation; (iv) the amount and types of insurance carried; and (v) the method of engaging, compensating, and dealing with the business's accountants, attorneys, and other agents and employees; (C) change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; and (D) demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business and control and disburse the money in the operation of the business; (5) put additional capital into a business in which the principal has an interest; (6) join in a plan of reorganization, consolidation, or merger of the business; (7) sell or liquidate a business or part of the business at the time and on the terms that the attorney in fact or agent considers desirable; (8) establish the value of a business under a buy-out agreement to which the principal is a party; (9) do the following: (A) prepare,

sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business: (i) that are required by a governmental agency, department, or instrumentality; or (ii) that the attorney in fact or agent considers desirable; and (B) make related payments; and (10) pay, compromise, or contest taxes or assessments and perform any other act that the attorney in fact or agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

CONSTRUCTION OF POWER RELATING TO INSURANCE AND ANNUITY TRANSACTIONS.

(a) The language conferring authority with respect to insurance and annuity transactions in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; (2) procure new, different, or additional insurance contracts and annuities for the principal or the principal's spouse, children, and other dependents and select the amount, type of insurance or annuity, and method of payment; (3) pay the premium or assessment on, or modify, rescind, release, or terminate, an insurance contract or annuity procured by the attorney in fact or agent; (4) designate the beneficiary of the insurance contract, except as provided by Subsection (b); (5) apply for and receive a loan on the security of the insurance contract or annuity; (6) surrender and receive the cash surrender value; (7) exercise an election; (8) change the manner of paying premiums; (9) change or convert the type of insurance contract or annuity with respect to which the principal has or claims to have a power described by this section; (10) change the beneficiary of an insurance contract or annuity, except that the attorney in fact or agent may be designated a beneficiary only to the extent authorized by Subsection (b); (11) apply for and procure government aid to guarantee or pay premiums of an insurance contract on the life of the principal; (12) collect, sell, assign, borrow on, or pledge the principal's interest in an insurance contract or annuity; and (13) pay from proceeds or otherwise, compromise or contest, or apply for refunds in connection with a tax or assessment imposed by a taxing authority with respect to an insurance contract or annuity or the proceeds of the contract or annuity or liability accruing because of the tax or assessment. (b) Unless the principal has granted the authority to create a beneficiary designation expressly as required by Section 751.031(b)(4), an agent may be named a beneficiary of an insurance contract or an extension, renewal, or substitute for the contract only to the extent the agent was named as a beneficiary by the principal.

CONSTRUCTION OF POWER RELATING TO ESTATE, TRUST, AND OTHER BENEFICIARY TRANSACTIONS.

The language conferring authority with respect to estate, trust, and other beneficiary transactions in a statutory durable power of attorney empowers the agent to act for the principal in all matters that affect a trust, probate estate, guardianship, conservatorship, life estate, escrow, custodianship, or other fund from which the principal is, may become, or claims to be entitled, as a beneficiary, to a share or payment, including to: (1) accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which the principal is, may become, or claims to be entitled because of the fund; (3) initiate, participate in, or oppose a legal

or judicial proceeding to: (A) ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal; or (B) remove, substitute, or surcharge a fiduciary; (4) conserve, invest, disburse, or use anything received for an authorized purpose; and (5) transfer all or part of the principal's interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by the principal as settlor.

CONSTRUCTION OF POWER RELATING TO CLAIMS AND LITIGATION. The language conferring general authority with respect to claims and litigation in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset, or defend against an individual, a legal entity, or a government, including an action to: (A) recover property or other thing of value; (B) recover damages sustained by the principal; (C) eliminate or modify tax liability; or (D) seek an injunction, specific performance, or other relief; (2) bring an action to determine an adverse claim, intervene in an action or litigation, and act as an amicus curiae; (3) in connection with an action or litigation: (A) procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; and (B) perform any lawful act the principal could perform, including: (i) acceptance of tender; (ii) offer of judgment; (iii) admission of facts; (iv) submission of a controversy on an agreed statement of facts; (v) consent to examination before trial; and (vi) binding of the principal in litigation; (4) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (5) waive the issuance and service of process on the principal, accept service of process, appear for the principal, designate persons on whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (6) act for the principal regarding voluntary or involuntary bankruptcy or insolvency proceedings concerning: (A) the principal; or (B) another person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects the principal's interest in property or other thing of value; and (7) pay a judgment against the principal or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

CONSTRUCTION OF POWER RELATING TO PERSONAL AND FAMILY MAINTENANCE. The language conferring authority with respect to personal and family maintenance in a statutory durable power of attorney empowers the agent to: (1) perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse and children, and other individuals customarily or legally entitled to be supported by the principal, including: (A) providing living quarters by purchase, lease, or other contract; or (B) paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by the principal and occupied by those individuals; (2) provide for the individuals described by Subdivision (1): (A) normal domestic help; (B) usual vacations and travel expenses; and (C) money for shelter,

clothing, food, appropriate education, and other living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subdivision (1); (4) continue any provision made by the principal for the individuals described by Subdivision (1) for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subdivision (1) and open new accounts the agent considers desirable to accomplish a lawful purpose; (6) continue: (A) payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization; or (B) contributions to those organizations; (7) perform all acts necessary in relation to the principal's mail, including: (A) receiving, signing for, opening, reading, and responding to any mail addressed to the principal, whether through the United States Postal Service or a private mail service; (B) forwarding the principal's mail to any address; and (C) representing the principal before the United States Postal Service in all matters relating to mail service; and (8) subject to the needs of the individuals described by Subdivision (1), provide for the reasonable care of the principal's pets.

CONSTRUCTION OF POWER RELATING TO BENEFITS FROM CERTAIN GOVERNMENTAL PROGRAMS (E.G., SOCIAL SECURITY, MEDICARE, AND MEDICAID) OR CIVIL OR MILITARY SERVICE. The language conferring authority with respect to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) execute a voucher in the principal's name for an allowance or reimbursement payable by the United States, a foreign government, or a state or subdivision of a state to the principal, including an allowance or reimbursement for: (A) transportation of the individuals described by Section 752.111(1); and (B) shipment of the household effects of those individuals; (2) take possession and order the removal and shipment of the principal's property from a post, warehouse, depot, dock, or other governmental or private place of storage or safekeeping and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal claims to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described by this section and conserve, invest, disburse, or use anything received for a lawful purpose.

CONSTRUCTION OF POWER RELATING TO RETIREMENT PLAN TRANSACTIONS. (a) In this section, "retirement plan" means: (1) an employee pension benefit plan as defined by Section 3, Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1002), without regard to the provisions of Section (2)(B) of that section; (2) a plan that does not meet the definition of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 et seq.) because the plan does not cover common law employees; (3) a plan that is similar to an employee benefit plan under the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 et seq.), regardless of whether the plan is covered by Title 1 of that Act, including a plan that provides death benefits to the beneficiary of employees; and (4) an individual retirement account or annuity, a self-employed pension plan, or a similar plan or

account. (b) The language conferring authority with respect to retirement plan transactions in a statutory durable power of attorney empowers the agent to perform any lawful act the principal may perform with respect to a transaction relating to a retirement plan, including to: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals; (3) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except as provided by Subsection (c); (4) make voluntary contributions to retirement plans if authorized by the plan; (5) exercise the investment powers available under any self-directed retirement plan; (6) make rollovers of plan benefits into other retirement plans; (7) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (8) waive the principal's right to be a beneficiary of a joint or survivor annuity if the principal is not the participant in the retirement plan; (9) receive, endorse, and cash payments from a retirement plan; (10) waive the principal's right to receive all or a portion of benefits payable by a retirement plan; and (11) request and receive information relating to the principal from retirement plan records. (c) Unless the principal has granted the authority to create or change a beneficiary designation expressly as required by Section 751.031(b)(4), an agent may be named a beneficiary under a retirement plan only to the extent the agent was a named a beneficiary by the principal under the retirement plan, or in the case of a rollover or trustee-to-trustee transfer, the predecessor retirement plan.

CONSTRUCTION OF POWER RELATING TO TAX MATTERS. The language conferring authority with respect to tax matters in a statutory durable power of attorney empowers the attorney in fact or agent to: (1) prepare, sign, and file: (A) federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act (26 U.S.C. Chapter 21), and other tax returns; (B) claims for refunds; (C) requests for extensions of time; (D) petitions regarding tax matters; and (E) any other tax-related documents, including: (i) receipts; (ii) offers; (iii) waivers; (iv) consents, including consents and agreements under Section 2032A, Internal Revenue Code of 1986 (26 U.S.C. Section 2032A); (v) closing agreements; and (vi) any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to the principal under federal, state, local, or foreign tax law; and (4) act for the principal in all tax matters, for all periods, before the Internal Revenue Service and any other taxing authority.

CONSTRUCTION OF POWER RELATING TO DIGITAL ASSET TRANSACTIONS. (a) In this section, “digital asset” has the meaning assigned by Section 2001.002. (b) The language conferring authority with respect to digital assets in a statutory durable power of attorney empowers the attorney in fact or agent, without further reference to a specific digital asset, to access digital assets as provided in Chapter 2001.

APPENDIX D

HIPAA & TMRPA Authorization

HIPAA & TMRPA Authorization

My name is _____. I reside at _____. Despite the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the Texas Medical Records Privacy Act ("TMRPA"), I want my health care providers to provide any and all of my Protected Health Information that any of the following named Designated Representatives may request to the designated representative making the request. Therefore, I am making this HIPAA & TMRPA Authorization ("Authorization") under HIPAA, the regulations promulgated under HIPAA, including 45 CFR 164.501 and 45 CFR Sec. 164.508, TMRPA, and any other applicable laws.

1. Defined Terms:

- a. **Covered Entity:** Shall have the meaning as that term is defined by HIPAA and TMRPA § 181.001, including but not limited to a doctor (including but not limited to a physician, podiatrist, chiropractor, or osteopath), psychiatrist, psychologist, dentist, therapist, nurse, hospital, clinic, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company, any other health care provider or affiliate, and any individual, business or organization that obtains Protected Health Information as well as their agents, employees, and contractors if they create, receive, obtain, use or transmit Protected Health Information.
- b. **Protected Health Information ("PHI"):** Means any and all information described in or protected by HIPAA and TMRPA, including but not limited to any and all health care information, reports, and records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, hospitalization, outpatient care, educational records that may contain health information, billing information, and identity of health care providers, whether past, present, or future and any other information that is in any way related to my health care.
- c. **Designated Representative:** Shall mean a person or organization named in Paragraph 4 below.

2. My Designated Representatives are:

- a. Person/Organization Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
- b. Person/Organization Name: _____
Address: _____

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City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

3. I authorize and direct each Covered Entity to disclose to any one or more of the Designated Representatives any and all PHI he or she may request. I also authorize and direct each Covered Entity, together with its employees and other agents, to discuss my PHI with one or more of the Designated Representatives and to answer questions about my PHI that any of the Designated Representatives may ask, whether or not I am incapacitated at the time. This authorization is voluntary.
4. Each Designated Representative shall have co-equal authority to request and receive PHI and is not required to act jointly with the other Designated Representatives, if any.
5. This Authorization is effective as of the date of its signing and shall terminate on the first to occur of: (1) two years following my death or (2) upon my written revocation actually received by the Covered Entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the Covered Entity. This revocation shall be effective upon the actual receipt of the notice by the Covered Entity except to the extent that the Covered Entity has taken action in reliance on it. This Authorization is not affected by my subsequent disability or incapacity.
6. I acknowledge that PHI containing mental health information (excluding "Psychotherapy Notes" as defined in HIPAA at 45 CFR § 164.501), HIV/AIDS-related information, drug, alcohol, or substance abuse treatment information, or genetic (inherited) diseases or tests (except as may be prohibited by 45 C.F.R. § 164.502) (collectively, "Special Information") is afforded special protections under state and federal law. IN THE EVENT MY PHI INCLUDES ANY OF THESE TYPES OF SPECIAL INFORMATION AND I INITIAL THE CORRESPONDING LINES BELOW, THEN I SPECIFICALLY AUTHORIZE THE DISCLOSURE, USE, AND DISCUSSION OF THAT SPECIAL INFORMATION TO AND WITH THE DESIGNATED REPRESENTATIVE INDICATED IN THIS AUTHORIZATION.
 - a. _____ Mental Health Records (excluding Psychotherapy Notes)
 - b. _____ Drug, Alcohol, or Substance Abuse Records
 - c. _____ Genetic Information (including Genetic Test Results)
 - d. _____ HIV/AIDS Test Results/Treatment
7. By signing this Authorization, I acknowledge that the PHI used or disclosed under this Authorization may be subject to re-disclosure by one or more of the designated representatives, and the PHI once disclosed may no longer be protected by HIPAA, the rules promulgated under HIPAA, and the TMRPA. No Covered Entity shall require any Designated Representative to indemnify the Covered Entity or agree to perform any act in order for the Covered Entity to comply with this Authorization.

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8. I release any Covered Entity that acts in reliance on this Authorization from any liability that may accrue from releasing any of my PHI and for any actions taken by one or more of the Designated Representatives.
9. Each Designated Representative is authorized to bring a legal action in any appropriate forum against any Covered Entity that refuses to recognize and accept this Authorization. Additionally, each Designated Representative is authorized to sign any documents that he or she deems appropriate to obtain my PHI.
10. This Authorization is in addition to other medical release authorizations I may have granted in the past or may grant in the future. This Authorization does not replace those other releases. Any Covered Entities may rely on this Authorization regardless of any real or perceived conflict with any Medical Power of Attorney signed by me, whether before or after the date of this Authorization. I recognize and intend that this may result in multiple persons having the authority to obtain my PHI. This Authorization is not intended to replace a Medical Power of Attorney or to grant any person the authority to make health care decisions; rather, it is merely to obtain information and explanations.
11. A copy or facsimile of this original Authorization shall be accepted as though it were an original document.

Signed _____, 20__.

The State of Texas

County of _____

This instrument was acknowledged before me on _____, 20__, by
_____.

Notary Public, State of Texas

APPENDIX E

DECLARATION OF GUARDIAN IN THE EVENT
OF LATER INCAPACITY OR NEED OF GUARDIAN

**DECLARATION OF GUARDIAN IN THE EVENT
OF LATER INCAPACITY OR NEED OF GUARDIAN**

I, _____, make this Declaration of Guardian, to operate if the need for a guardian for me later arises.

1. I designate _____ to serve as guardian of my person,
_____ as first alternate guardian of my person,
_____ as second alternate guardian of my person, and
_____ as third alternate guardian of my person.

2. I designate _____ to serve as guardian of my estate,
_____ as first alternate guardian of my estate,
_____ as second alternate guardian of my estate, and
_____ as third alternate guardian of my estate.

3. If any guardian or alternate guardian dies, does not qualify, or resigns, the next named alternate guardian becomes my guardian.

4. I expressly disqualify the following persons from serving as guardian of my person:

_____, _____, and
_____.

5. I expressly disqualify the following persons from serving as guardian of my estate:

_____, _____, and
_____.

Signature and Acknowledgment *[may be used if no persons are disqualified to serve as guardian]*

Signature of Declarant

State of _____

County of _____

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

Notary Public in and for the State of Texas

Notary's printed name: _____

My commission expires: _____

Self-Proving Affidavit *[may be used at any time and **must** be used if a person or persons are disqualified to serve as guardian]*

I, _____, as declarant, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Declaration of Guardian in the Event of Later Incapacity or Need of Guardian, and that I willingly make and execute it for the purposes expressed in the declaration. I now sign this declaration in the presence of the attesting witnesses and the undersigned authority on this ____ day of _____, 20____.

Signature of Declarant

The undersigned, _____ and _____, each being 14 years of age or older, after being duly sworn, declare to the declarant and to the undersigned authority that the declarant declared to us that this instrument is the declarant's Declaration of Guardian in the Event of Later Incapacity or Need of Guardian and that the declarant executed it for the purposes expressed in the declaration. The declarant then signed this declaration and we believe the declarant to be of sound mind. We now sign our names as attesting witnesses on this ____ day of _____, 20____.

Witness

Witness

Subscribed and sworn to before me by the above named declarant, and affiants, this ____ day of _____, 20____.

Notary Public in and for the State of Texas

My commission expires: _____