**DURABLE POWER OF ATTORNEY**

**OF**

**TRUDIE ANN SMITH**

NOTICE**:** THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

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

(1) you die or revoke the power of attorney;

(2) your agent resigns, is removed by court order, or is unable to act for you; or

(3) a guardian is appointed for your estate.

I, TRUDIE ANN SMITH (also known as TRUDIE SMITH), with an address of 2112 East Ave., Houston, Texas 77506, appoint Melvin Smith, with an address of 2503 Willow St., Houston, Texas 77502, as my agent to act for me in any lawful way with respect to all of the following powers. If Melvin Smith dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, I appoint Jean Smith, with an address of 2503 Willow St., Houston, Texas 77502, as my successor agent.

**GENERAL POWERS**

I hereby give and grant unto my said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present. My agent shall have full power and authority over any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

**OTHER POWERS**

In addition to the broad grant of powers given to my agent above, my agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers as follows:

**(A) Grant of Additional General Powers.** My agent may exercise all of the following powers: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which I am, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on my behalf for the purposes intended; (3) contract in any manner with any person, on terms agreeable to my agent, to accomplish a purpose of a transaction and perform, rescind, reform, release, or modify a contract made by or on my behalf; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my agent considers desirable to accomplish a purpose of a transaction; (5) with respect to a claim existing in favor of or against me, to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise or intervene in an action or litigation relating to the claim; (6) seek on my behalf the assistance of a court to carry out an act authorized by this durable power of attorney; (7) engage, compensate, and discharge an attorney, accountant, expert witness, investment counsel, custodian, broker, accountant, appraiser or other professional advisor, and to compensate any such advisor as is reasonable, and to determine whether or not to act upon the advice of any such advisor without liability for acting or failing to act; (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 which my agent considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation; (10) reimburse my agent for an expenditure made in exercising the powers granted by this durable power of attorney; and (11) in general, perform any other lawful act that I may perform with respect to a transaction.

**(B) Real Property Transactions.** With regard to real property transactions, my agent may exercise all of the following powers with regard to any real property I own: (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, 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 me, including the authority to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with the taxes or assessments; purchase supplies, hire assistance or labor, or make repairs or alterations to the real property; and 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 I have or claim 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 selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and 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 I have or claim to have an interest to public use, with or without consideration; (9) enter into mineral transactions, including: (i) negotiating and making oil, gas, and other mineral leases covering any land, mineral, or royalty interest in which I have or claim to have an interest; (ii) pooling and unitizing all or part of my 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; (iii) 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; (iv) conducting or contracting for the conducting of seismic evaluation operations; (v) drilling or contracting for the drilling of wells for oil, gas, or other minerals; (vi) contracting for and making "dry hole" and "bottom hole" contributions of cash, leasehold interests, or other interests toward the drilling of wells; (vii) 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; (viii) 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; (ix) entering into farmout agreements committing me to assign oil, gas, or other mineral leases or interests in consideration for the drilling of wells or other oil, gas, or mineral operations; (x) 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; (xi) 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 me and receiving and receipting for the proceeds of those contracts, conveyances, and other agreements and transfers on my behalf; and (xii) taking an action described by Paragraph (xi) 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. The power to mortgage and encumber real property provided by this section includes the power to execute documents necessary to create a lien against my homestead as provided by Section 50, Article XVI, Texas Constitution, and to consent to the creation of a lien against property owned by my spouse in which I have a homestead interest.

**(C) Tangible Personal Property Transactions.** With regard to tangible personal property transactions, my agent may exercise all of the following powers: (1) accept tangible personal property or an interest in tangible personal property as a gift or as security for a loan, 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, hypothecate, 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 my behalf, 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 my behalf, including insuring the property or interest against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property; storing the property for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations to the property.

**(D) Stock and Bond Transactions.** With regard to stock and bond transactions, my agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my or my nominee's name. My agent may also buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes. My agent may receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

**(E) Commodity and Option Transactions.** With regard to commodity and option transactions, my agent may 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 establish, continue, modify, or terminate option accounts with a broker.

**(F) Banking and Other Financial Institution Transactions.** With regard to banking and other financial institution transactions, my agent may exercise all of the following powers: (1) continue, modify, or terminate an account or other banking arrangement made by me or on my behalf; (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 my agent; (3) rent a safe deposit box or space in a vault; (4) contract to procure other services available from a financial institution as my agent considers desirable; (5) withdraw by check, order, or otherwise my money or property 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 my agent and pledge as security my property as necessary to borrow, pay, renew, or extend the time of payment of my debt; (9) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my order, to receive the cash or other proceeds of those transactions; (10) receive for me 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.

**(G) Business Operation Transactions.** With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim 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 I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made before execution of this power of attorney with an individual, legal entity, firm, association, or corporation by or on my behalf with respect to the business; (7) with respect to any business owned solely by me, to determine the location of the business's operation; the nature and extent of the business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in the business's operation; the amount and types of insurance carried; and the method of engaging, compensating, and dealing with the business's accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to 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; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of the business at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that my agent considers desirable and make related payments; and (15) pay, compromise, or contest taxes or assessments and perform any other act that my agent considers desirable to protect me 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.

**(H) Insurance Transactions.** With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional insurance contracts and annuities for me or my 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 my agent; (4) apply for and receive a loan on the security of the contract of insurance or annuity; (5) surrender and receive the cash surrender value of a contract of insurance or annuity; (6) exercise an election; (7) change the manner of paying premiums; (8) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described by this section; (9) apply for and procure government aid to guarantee or pay premiums of an insurance contract on my life; (10) collect, sell, assign, borrow on, or pledge my interest in an insurance contract or annuity; (11) 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; (12) designate the beneficiary of an insurance contract or annuity, except that my agent may be named a beneficiary of the contract or annuity or an extension, renewal, or substitute for the contract or annuity only to the extent my agent was named as a beneficiary under a contract or annuity procured by me before executing this power of attorney; and (13) change the beneficiary of an insurance contract or annuity, except that my agent may be designated a beneficiary only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney.

**(I) Estate, Trust, and Other Beneficiary Transactions.** With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, life estate, escrow, custodianship, or other fund from which I am, may become, or claim 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 I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

**(J) Claims and Litigation.** With regard to claims and litigation, my agent has the power 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 recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to 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, 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; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my 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; (7) act for me regarding voluntary or involuntary bankruptcy or insolvency proceedings concerning me or another person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in property or other thing of value; and (8) pay a judgment against me 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.

**(K) Personal Maintenance.** With regard to personal maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain my customary standard of living, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned or occupied by me; (2) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations. (3) perform all acts necessary in relation to my mail, including: (i) receiving, signing for, opening, reading, and responding to any mail addressed to me, whether through the United States Postal Service or a private mail service; (ii) forwarding my mail to any address; and (iii) representing me before the United States Postal Service in all matters relating to mail service.

**(L) Benefits From Certain Governmental Programs or Civil or Military Service.** With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service, my agent has the power to: (1) execute a voucher in my name for an allowance or reimbursement payable by the United States, a foreign government, or a state or subdivision of a state to me, including an allowance or reimbursement for transportation of the individuals described by Section (K)(1) of this instrument, and for shipment of their household effects; (2) take possession and order the removal and shipment of my 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 for a benefit or assistance, financial or otherwise, to which I claim 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 I 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.

**(M) Retirement Plan Transactions.** With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) make voluntary contributions to retirement plans if authorized by the plan; (4) exercise the investment powers available under any self-directed retirement plan; (5) make rollovers of plan benefits into other retirement plans; (6) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (7) waive my right to be a beneficiary of a joint or survivor annuity if I am not the participant in the retirement plan; (8) receive, endorse, and cash payments from a retirement plan; (9) waive my right to receive all or a portion of benefits payable by a retirement plan; (10) request and receive information relating to me and my retirement plan records; and (11) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my agent may be named a beneficiary only to the extent my agent was a named beneficiary under the retirement plan, or in the case of a rollover or trustee-to-trustee transfer, the predecessor retirement plan, before this durable power of attorney was executed. 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.

**(N) Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act (26 U.S.C. Chapter 21), and other tax returns, claims for refunds, requests for extensions of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Section 2032A of the Internal Revenue Code of 1986, as amended, closing agreements, and 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 me under federal, state, local, or foreign tax law; (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority; and (5) represent me, and appoint an agent or agents to represent me, before the Internal Revenue Service or any State or other taxing authority by completing, signing, and submitting IRS Form 2848 or any other governmental form.

**(O) Digital Asset Transactions.** My agent shall have the power to access, manage, modify, control, use, continue, cancel, deactivate, delete, transfer, or archive my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored, including but not limited to, email accounts, social network accounts, social media accounts, file sharing accounts, health insurance accounts, health-care accounts, financial accounts, credit card accounts, travel-related accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs thereto, including accounts with publishers, internet service providers, retail vendors, utility companies and other online accounts which currently exist or may exist as technology develops or such comparable items as technology develops. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information, and such electronic devices shall include, but are not limited to, servers, desktops, laptops, tablets, peripherals, mobile telephones, smartphones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, audio and video recorders, flash drives, hard drives, digital memory cards, and any similar storage device which currently exists or may exist as technology develops or such comparable items as technology develops.

**(P) Existing and Foreign Interests.** The powers described herein may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Texas and whether or not the powers are exercised or the durable power of attorney is executed in Texas.

**GRANT OF SPECIFIC AUTHORITY**

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

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_ | Create, amend, revoke, or terminate an inter vivos trust |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_ | Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraphs entitled "Additional Gifts" and "Gifts to Qualify for Public Benefits" which follow in this durable 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 |

**SPECIAL INSTRUCTIONS:**

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

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| --- | --- |
| **(A)** \_\_\_\_\_\_\_ | My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances. |

|  |  |
| --- | --- |
| **(B)** \_\_\_\_\_\_\_ | My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent. |

**GIFTS:** 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 (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraphs entitled "Additional Gifts" and "Gifts to Qualify for Public Benefits" which follow in this durable power of attorney). |

**ADDITIONAL GIFTS:** If I have initialed the line in the Grant of Specific Authority granting my agent the specific authority to make a gift, or if I have initialed the line in the Special Instructions giving my agent the power to apply my property to make gifts, then in addition to such power or powers, my agent shall have the additional further power to make gifts as provided in this paragraph. My agent shall have the additional power to make gifts (outright, in trust, or otherwise) of any of my property up to the entirety thereof to, or to pay amounts on behalf of, any one or more of my descendants or to any charitable organization to which deductible gifts may be made under the income and gift tax provisions of the Internal Revenue Code of 1986, as amended if, in the opinion of my agent, such gifts would reduce income, estate, generation skipping transfer or state inheritance taxes. Such gifts or amounts paid to my descendants shall include those which are excludible under Section 2503(b) or Section 2503(e) of the Internal Revenue Code of 1986, as amended, or those to which the split gift provisions of Section 2513 of the Internal Revenue Code of 1986, as amended, are expected to apply. Nothing herein shall be construed to require any court action whatsoever prior to making such gifts, nor to restrict such gifts to a situation in which it must be determined that I will remain incapacitated for the remainder of my lifetime.

**GIFTS TO QUALIFY FOR PUBLIC BENEFITS:** If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

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

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

In addition to the powers granted above, I grant to my agent the following powers:

**Power to Appoint Substitute Agent.** The power to appoint or substitute one or more agents to serve as my agent under this power of attorney; provided, however, such power shall be exercisable only by the then-serving agent (or if more than one agent is serving, by all such co-agents acting unanimously), and any such appointment or substitution shall override other provisions contained herein which may attempt to name one or more successor agents. Any such appointment or substitution may be revoked by me or my agent at any time and for any reason, and such appointment or substitution shall not terminate upon the death, disability, incapacity or resignation of the agent or co-agents who made the appointment or substitution. Any such appointment or substitution shall be evidenced by acknowledged written instrument.

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

**REVOCATION OF STATUTORY DURABLE POWER OF ATTORNEY:**

I previously executed a Statutory Durable Power of Attorney on May 19, 2005. Said Statutory Durable Power of Attorney appointed Caroline Taylor to act as my agent. I hereby revoke said Statutory Durable Power of Attorney, and it shall no longer be of force and effect. All powers and authorities granted under said Statutory Durable Power of Attorney are hereby withdrawn and revoked effective immediately.

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.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

TRUDIE ANN SMITH, Principal

|  |  |
| --- | --- |
| STATE OF TEXAS | § |
|  | § |
| COUNTY OF HARRIS | § |

Before me, the undersigned authority, on this day personally appeared TRUDIE ANN SMITH, who produced a driver's license issued by Texas that contained her photograph and signature as identification thereby proving her to be the person whose name is subscribed to the foregoing instrument as Principal, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

Notary Public, State of Texas

**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:

TRUDIE ANN SMITH, by     (Your Signature)     as Agent

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

(1) maintain records of each action taken or decision made on behalf of the principal;

(2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and

(3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:

(A) the property belonging to the principal that has come to your knowledge or into your possession;

(B) each action taken or decision made by you as agent;

(C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;

(D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;

(E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;

(F) each known liability;

(G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and

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

**Termination of Agent's Authority**

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

(1) the principal's death;

(2) the principal's revocation of this power of attorney or your authority;

(3) the occurrence of a termination event stated in this power of attorney;

(4) if you are married to the principal, the dissolution of your marriage by 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 unless a court order provides otherwise; 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 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.

**DURABLE POWER OF ATTORNEY**

**OF**

**TRUDIE ANN SMITH**

**Prepared by:**

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