



Sample Wills Package

This packet includes some of the commonly used forms for a fictional married couple.

The forms were assembled in TXdocs in 1 assembly session, utilizing data provided in TXdocs' Modern Will Online Intake from said fictional client. The session took less than 10 minutes.

Formatting is set to the Modern Style. The standard footer was selected during assembly.

Our fictional clients have a blended family and desire a simple will for each spouse. Our primary client, Tammy Testator, chose to leave the estate to her spouse in a marital trust with a disclaimer option.

The forms assembled during this session are:

- Confirmation of Client Information *
- Confirmation of Spouse Information
- Client Letter – Drafts of Estate Planning Documents
- Modern Will Cover Page
- Modern Will
- Spouse's Modern Will Cover Page
- Spouse's Modern Will
- Will Signing Ceremony
- Letter of Instruction to Executor
- Durable Powers of Attorney for each spouse
- Medical Powers of Attorney for each spouse
- Statutory Declarations of Guardian for each spouse
- Appointment for Disposition of Remains for each spouse
- HIPAA Release and Authorization for each spouse
- Statutory Declaration of Appointment of Guardian for Minor Child
- Medical Power of Attorney for a Child
- Answers to Frequently Asked Estate Planning Questions



This scenario does not include many of TXdocs' highly utilized options and forms, but they are available for your clients' unique scenarios. Some of these additional options include:

- Separate distribution of personal property
- Disinheritance
- Descendants' trusts
- Gift of principal residence
- Gift of retirement plans
- Pourover to trust
- Special needs trusts
- Revocable living trusts
- Transfers on death
- Ancillary documents for agents and authorizations
- Over 100 more forms

*Confirmation of Client Information forms are designed to make client consultations, planning, and form assembly a breeze. Your client provides a list of important people in their lives, and you work with them to appoint the right people to various roles. If you'd like a demonstration or training to help implement this process into your workflow, give us a call!

**CONFIRMATION OF INFORMATION
FOR TINA DIANE TESTATOR**

Name: Tina Diane Testator
Gender: Female
County of residence: Bexar
Address: 123 Main Street, San Antonio, TX 78216
Phone number: 210-123-1234
Email: tina@email.com
Marital status: Married
Spouse's name: Steven Testator
Spouse's gender: Male
Spouse's phone number: 210-123-4321
Spouse's email: steven@email.com

Important People

Name: Charlie Child
Relationship: Child of Tina Diane Testator and Steven Testator
Date of birth: March 25, 2023
Address: 123 Main Street, San Antonio, TX 78216
Phone number: n/a
Email: n/a

Name: Charlotte Child
Relationship: Child of Tina Diane Testator
Date of birth: August 2, 1998
Address: 987 West Avenue, Austin, TX 78111
Phone number: 512-321-9876
Email: charlotte@email.com

Name: Sandra Smith
Relationship: Tina's sister
Address: 432 Elm Street, San Antonio, TX 78216
Phone number: 210-222-2345
Email: sandra@email.com

Name: Gary Grand
Relationship: Grandchild
Date of birth: February 14, 2026
Address: 987 West Avenue, Austin, TX 78111
Phone number: n/a
Email: n/a

Name: Billy Brown
Relationship: Steven's brother
Address: 543 Avenue B, New York, NY 10282

Phone number: 212-432-1236
Email: billy@email.com

Name: Gladys Kravitz
Relationship: neighbor
Address: 125 Main Street, San Antonio, TX 78216
Phone number: 210-7656-7654
Email: mrskravitz@email.com

Name: Davis Ramsey
Relationship: friend and financial advisor
Address: 298 Mountain Dr., Piney Flats, TN 37766
Phone number: 423-201-9419
Email: dave@email.com

Name: Julie Carter
Relationship: Tina's cousin
Address: 78723 County Rd #5, Silverthorne, CO 80498
Phone number: 719-254-7073
Email: julie@email.com

Name: Marty Carter
Relationship: Julie's husband
Address: 78723 County Rd #5, Silverthorne, CO 80498
Phone number: 719-254-7077
Email: marty@email.com

Descendants

Children:
 Charlie Child
 Charlotte Child

Grandchildren:
 Gary Grand

Executors

These individuals are responsible for managing your estate after your passing. Their duties include navigating the probate process, paying any outstanding debts or taxes, and distributing assets to your beneficiaries as outlined in your Will.

Initial: Steven Testator
Successors: Davis Ramsey; then
Sandra Smith

Trustees for Testamentary Trusts

A Trustee manages assets held within a trust for the benefit of the designated beneficiaries. They ensure the trust's instructions are followed, manage investments, and handle distributions. A Testamentary Trust is a trust that only exists after your death, under certain circumstances as outlined in your Will or revocable living trust document.

Initial: Steven Testator and Davis Ramsey, as co-trustees

Successors: Sandra Smith; then

Davis Ramsey

Distribution of Estate

To Children's Hunger Fund: \$5000

Retirement plans to spouse.

Remainder of the estate:

- (1) To spouse, in a Marital Trust named the Marital Trust.
- (2) Then to descendants.
- (3) Then to Sandra Smith, or to their descendants (50%); and Texas Children's Choir (50%).

Declaration of Guardians

If you become unable to care for yourself due to incapacity and a guardianship is in your best interest, this person is responsible for your physical well-being, including decisions regarding your living arrangements, clothing, and food. You can list who you want to serve as your guardian in advance; by doing so you are not authorizing a guardianship, which will still need to be ordered by a court after a legal process.

Initial guardian of person: Steven Testator

Alternate guardian of person: Sandra Smith

In the event of incapacity, this individual manages your financial affairs and property, ensuring your bills are paid and your assets are protected.

Initial guardian of estate: Steven Testator

Alternate guardian of estate: Davis Ramsey; then
Sandra Smith

Disqualified guardian of person: Billy Brown

Disqualified guardian of estate: Billy Brown

Agents for Power of Attorney

This role grants a person the legal authority to act on your behalf regarding financial and legal matters. This is often used to ensure your affairs can be managed if you are temporarily or permanently unable to do so yourself.

Initial: Steven Testator and Davis Ramsey, as co-agents
Successors: Sandra Smith; then
Davis Ramsey

Health Care Agent

This person is authorized to make medical decisions for you if you are unable to communicate your own wishes to health care providers. They work with doctors to ensure your medical treatment aligns with your values.

Initial: Steven Testator
Successors: Sandra Smith

HIPAA Authorized Recipients

These individuals are permitted to receive your protected health information and medical records. This ensures your loved ones can stay informed about your condition during a medical crisis, and your health care agents can make informed decisions.

Steven Testator
Sandra Smith

Agents for Disposition of Remains

These individuals are authorized and responsible for carrying out your specific wishes regarding funeral services, burial, or cremation. Having designated agents helps prevent family disagreements during a difficult time.

Initial: Steven Testator
Successors: Sandra Smith

Agents for Medical Power of Attorney for Minor Children

if you are unavailable or unable to act, these individuals are authorized to make medical decisions for your minor child. They can communicate with health care providers, consent to treatment, and ensure your child receives appropriate medical care when needed.

Initial: Julie Carter
Successors: Marty Carter, then
Billy Brown

HIPAA Authorized Recipients for Minor Children

Julie Carter

Marty Carter

Guardians for Children

if both parents are deceased or become unable to care for your minor child, these individuals are the people you have nominated to serve as your child's guardian. The guardian would be responsible for your child's care, living arrangements, education, and general well-being. By naming guardians in advance, you provide guidance to the Court about who you believe should raise your child, although a Court must still formally appoint the guardian through a legal process.

Initial: Sandra Smith and Billy Brown, as co-guardians

Successors: Julie Carter

Additional Information

Client seeks to draft a new Will to replace an outdated version from 2010. Their primary assets include a primary residence in Austin valued at \$650,000, a 401(k) totaling \$400,000, and a 25% stake in a family-owned LLC. The client's main objective is to ensure their spouse is provided for during their lifetime, with the remaining assets passing into a spendthrift trust for the grandchild's education.

**CONFIRMATION OF INFORMATION
FOR STEVEN TESTATOR**

Name: Steven Testator
Gender: Male
Address: 123 Main Street, San Antonio, TX 78216
Phone number: 210-123-4321
Email: steven@email.com
Spouse's name: Tina Diane Testator
Spouse's gender: Female
Spouse's phone number: 210-123-1234
Spouse's email: tina@email.com

Descendants

Children:
 Charlie Child

Stepchildren to include as descendants:
 Charlotte Child

Grandchildren:
 Gary Grand

Executors

These individuals are responsible for managing your estate after your passing. Their duties include navigating the probate process, paying any outstanding debts or taxes, and distributing assets to your beneficiaries as outlined in your Will.

Initial: Tina Diane Testator
Successors: Billy Brown; then
Davis Ramsey

Trustees for Testamentary Trust

A Trustee manages assets held within a trust for the benefit of the designated beneficiaries. They ensure the trust's instructions are followed, manage investments, and handle distributions. A Testamentary Trust is a trust that only exists after your death, under certain circumstances as outlined in your Will or revocable living trust document.

Initial: Tina Diane Testator, as co-trustees
Successors: Billy Brown; then
Davis Ramsey

Distribution of Estate

Retirement plans to spouse.

Remainder of the estate:

- (1) To spouse, in a Marital Trust named the Martial Trust.
- (2) Then to descendants, in trust.
- (3) Then to First Church of Texas (ALL).

Declaration of Guardians

If you become unable to care for yourself due to incapacity and a guardianship is in your best interest, this person is responsible for your physical well-being, including decisions regarding your living arrangements, clothing, and food. You can list who you want to serve as your guardian in advance; by doing so you are not authorizing a guardianship, which will still need to be ordered by a court after a legal process.

Initial guardian of person: Tina Diane Testator
Alternate guardian of person: Billy Brown

In the event of incapacity, this individual manages your financial affairs and property, ensuring your bills are paid and your assets are protected.

Initial guardians of estate: Tina Diane Testator and Billy Brown, as co-guardians
Alternate guardian of estate: Billy Brown

Disqualified guardian of person: Julie Carter
Disqualified guardian of estate: Julie Carter

Agents for Power of Attorney

This role grants a person the legal authority to act on your behalf regarding financial and legal matters. This is often used to ensure your affairs can be managed if you are temporarily or permanently unable to do so yourself.

Initial: Tina D. Testator and Davis Ramsey, as co-agents
Successors: Billy Brown; then
Davis Ramsey

Health Care Agents

This person is authorized to make medical decisions for you if you are unable to communicate your own wishes to healthcare providers. They work with doctors to ensure your medical treatment aligns with your values.

Initial: Tina Diane Testator
Successors: Billy Brown

HIPAA Authorized Recipients

These individuals are permitted to receive your protected health information and medical records. This ensures your loved ones can stay informed about your condition during a medical crisis, and your health care agents can make informed decisions.

Tina Diane Testator
Billy Brown

Agents for Disposition of Remains

These individuals are authorized and responsible for carrying out your specific wishes regarding funeral services, burial, or cremation. Having designated agents helps prevent family disagreements during a difficult time.

Initial: Tina Diane Testator
Successors: Billy Brown

Guardians for Child

if both parents are deceased or become unable to care for your minor child, these individuals are the people you have nominated to serve as your child's guardian. The guardian would be responsible for your child's care, living arrangements, education, and general well-being. By naming guardians in advance, you provide guidance to the Court about who you believe should raise your child, although a Court must still formally appoint the guardian through a legal process.

Initial: Sandra Smith and Billy Brown, as co-guardians
Successors: Julie Carter

Additional Information

The client's spouse, is currently in good health and co-owns the primary residence and several joint savings accounts with the client. However, she also holds a separate inheritance of \$150,000 in a private brokerage account and a family vacation home in her name only. Her primary goal is to ensure 'reciprocal' protection—meaning she wants all joint assets to transfer to her husband automatically if she passes first, but she specifically wishes for her separate vacation home to be placed in a life estate for her husband, eventually passing directly to her own nieces and nephews rather than the client's children from a previous marriage.

February 24, 2026

RE: Draft Estate Planning Documents for Review

Dear Mr. and Mrs. Testator,

I have uploaded drafts of your complete estate planning package to the Online Intake portal for your review prior to our signing appointment on March 15, 2026.

Please let me know of any requested changes before your appointment so I can make revisions.

Prepared Documents

Wills & Powers:

Two Wills

Powers of Attorney: appoints an agent to handle your financial affairs (e.g., banking, signing tax returns, buying/selling real estate).

Medical Powers of Attorney and Designations of Health

Care Agent: appoints an agent to make health care decisions on your behalf if a physician certifies you lack the capacity to do so.

HIPAA Releases and Authorizations: allows your designated agents to obtain your medical information.

Declarations of Guardian: appoints a guardian in the event you become incapacitated.

Appointments for Disposition of Remains: appoints an agent to make decisions regarding cremation or burial upon your death.

Documents Pertaining to a Child:

Declaration of Appointment of Guardian for Child

HIPAA Release and Authorization

Medical Power of Attorney and Designation of Health Care Agent

Tax and Portability

Concept	Summary
Federal Exemption	Each of you can transfer up to \$15 million during life or at death without federal gift or estate tax.
Annual Exclusion	You can each give \$19,000 per year to any person without using up your Exemption Amount.
Portability	After the first spouse dies, the survivor can claim the deceased spouse's unused Exemption Amount to increase their own tax-free limit. This is only available if a federal estate tax return (Form 706) is filed for the first spouse's estate, which is a complex and costly process. Note: If the survivor remarries, they may lose the exemption claimed from the first spouse.

Thank you. Please call or email me with any questions.

Sincerely,

Alan Schoolcraft

LAST WILL OF TINA DIANE TESTATOR

Executed this 15th day of March, 2026

**LAST WILL
OF
TINA DIANE TESTATOR**

I, **Tina Diane Testator**, a resident of Bexar County, Texas, declare this to be my Will and revoke all prior Wills and codicils made by me.

1. Family

1.1 *Spouse.* I am married to Steven Testator.

1.2 *Children.* My Children are Charlie Child and Charlotte Child.

1.3 *Grandchildren.* My grandchild is Gary Grand.

2. Fiduciary Appointments

2.1 *Independent Executor Without Bond.* I appoint **Steven Testator** to serve as Independent Executor of my Will and estate. Any Executor or successor Executor appointed under this Will shall serve without the necessity of any bond. If, for any reason, Steven Testator fails to serve as my Independent Executor, I appoint the following, in order of succession:

**Charlotte Child; then
Sandra Smith.**

2.2 *Granting of Authority to Designate Administrator.* I grant the Executor of my Will and estate the authority to designate one or more persons to serve as administrator of my estate.

2.3 *Trustee of Testamentary Trusts.* I appoint **Davis Ramsey** to serve as Trustee of all trusts created by my Will. Any Trustee or successor Trustee appointed under this Will shall serve without the necessity of any bond. If, for any reason, Davis Ramsey fails to serve as my Trustee, I appoint the following in order of succession:

**Sandra Smith; then
Charlotte Child.**

2.4 *Guardian for Minor Children.* In the event that my spouse fails to survive me, or if my spouse survives me but fails to provide for the custody and care of my minor

Children, or for the management of my minor Children's estates, I appoint **Julie Carter and Marty Carter** to serve as Co-Guardians of the persons and estates of my minor Children. If, for any reason, Julie Carter and Marty Carter fail to serve as Co-Guardians, I appoint the following in order of succession:

Charlotte Child.

3. Specific Gifts

3.1 I give the following to Children's Hunger Fund, provided Children's Hunger Fund survives me: \$5000

4. Distribution of the Remainder of My Estate

4.1 I may provide instructions in a signed letter to my Independent Executor as to the disposition of some of my Personal and Household Effects. While I hope that my beneficiaries will abide by my wishes as expressed in the letter, it is merely an expression of my wishes and is not intended to alter the absolute nature of any gift contained in this section.

4.2 I give all of the remainder of my estate to my spouse, Steven Testator.

4.3 If my spouse executes a qualified disclaimer with respect to part or all of my residuary estate, I give the disclaimed portion to the Trustee of the Marital Trust.

4.4 If my spouse does not survive me, I give all of the remainder of my estate to my Descendants who survive me.

4.5 If none of my Descendants survive me, I give all of the remainder of my estate as follows:

To Sandra Smith, or to their Descendants, 50%.

To Texas Children's Choir, 50%.

5. The Marital Trust

5.1 The gift to the trustee of the Marital Trust shall constitute the initial trust estate of a trust for the primary benefit of my spouse during his lifetime, and for the primary benefit of my Children after my spouse's death.

5.1.1 *Distributions During Spouse's Lifetime.* During my spouse's lifetime, the Trustee shall distribute to my spouse:

All of the net income from the trust, in convenient installments at least annually; and

So much of the trust principal as is necessary to provide for my spouse's health, education, maintenance, and support in the standard of living to which he was accustomed at my death.

5.1.2 *Termination of Trust Upon Spouse's Death.* Upon the death of my spouse, or if my spouse does not survive me, the trustee shall distribute the trust estate to my Descendants. If at my spouse's death none of my Descendants is then living, the trustee shall distribute the trust estate to my Contingent Beneficiaries.

6. Contingent Trusts

6.1 Any portion of my estate or of a trust estate upon the trust's termination which would be distributable to a beneficiary who is under age twenty-five (25); is incapacitated as that term is defined in the Texas Estates Code; is under, or has made application for, the protection of the Bankruptcy laws of the United States; is a party in divorce proceeding; or is incarcerated by either a state government or the federal government, instead shall be distributed to the Trustee of a Contingent Trust. Each beneficiary's portion so distributed shall be held and administered under this section as a separate trust for the beneficiary, and shall be known by the name of the beneficiary for whom the trust is established.

6.2 All property delivered to the Trustee shall be held separately and all income shall be accumulated separately for each beneficiary.

6.3 My Trustee may, in his or her sole discretion, distribute to or for the benefit of the beneficiary of each trust so much of the trust's income and principal as is necessary, when added to the funds reasonably available to such beneficiary from all other sources known to my Trustee, to provide for the health, support,

maintenance, and education of such beneficiary, taking into consideration the age, education, and station in life of the beneficiary.

6.4 The trust shall terminate when the beneficiary attains age twenty-five (25) or dies before that age; or, in the case of a beneficiary who has attained age twenty-five (25) but is incapacitated, in bankruptcy, in divorce proceedings, or incarcerated, upon the removal or termination of the condition or circumstance requiring the trust. Upon termination, the trust estate shall be distributed:

6.4.1 To the beneficiary.

6.4.2 If the beneficiary is not then living, to the beneficiary's Descendants.

6.4.3 If none of the beneficiary's Descendants is then living, to my Descendants.

7. Potential Supplemental Needs Trust

7.1 Notwithstanding any other provision in this Will, in the event any distribution to be made under this Will would invalidate a pending application for, or prevent the continued receipt of any governmental or public benefit by the beneficiary of such distribution, my Independent Executor shall instead make such distribution to my Trustee in trust for the benefit of such beneficiary. With regard to any distribution made under this election, my Trustee may distribute, in its sole discretion, amounts of net income and principal from such trust to maintain the good health, safety, and welfare of the beneficiary, but only to the extent, in my Trustee's sole discretion, that (i) such needs are not being provided for by any public agency, office, or department of any state or of the United States and (ii) such distribution would not invalidate a pending application for, or prevent the continued receipt of any governmental or public benefit. For the avoidance of doubt, no person acting on behalf of the beneficiary, nor the beneficiary, shall have the authority to compel my Trustee to make a distribution from any trust created pursuant to this paragraph for food, shelter, or for any reason that would disqualify the beneficiary from receiving governmental or public benefits.

8. Executor's Powers

8.1 *Independent Authority.* To the maximum extent permitted by law, my Independent Executor, and any successor, may act independently and free from control by any court. No action of any nature may be had in any court with probate jurisdiction in relation to the settlement of my estate other than the probating and recording of my Will and, if required, the return of an inventory, appraisalment, and list of claims of my estate. My Independent Executor, and any successor, shall have all of the powers granted to him or her as an Independent Executor under Texas law or any other applicable law. Without limiting the powers under this paragraph, my Executor and any successor Executor shall have the following additional powers.

8.1.1 My Independent Executor, and any successor, shall have any other powers appropriate to properly administer and distribute my estate.

8.1.2 My Independent Executor, and any successor, may sell or otherwise dispose of any property in my estate and he or she may execute and deliver proper deeds, assignments and other written instruments and do any and all things proper or necessary in the orderly handling and management of my estate.

8.1.3 My Independent Executor, and any successor, shall have full power and authority to compromise, settle and adjust any and all debts, claims and taxes which may be due from or owing by my estate.

8.1.4 My Independent Executor, and any successor, shall have absolute discretion to distribute any property in my estate subject to and without paying any indebtedness secured by such property. Any distributee receiving property encumbered by a lien will be considered to have received the value of any equity in such property.

8.1.5 My Independent Executor, and any successor, must serve without compensation.

8.1.6 My Independent Executor or any successor named above shall have the authority to take all appropriate action to access, take control of, copy or delete, continue or terminate, or otherwise deal with my Digital Resources and to receive any and all ID's, passwords, access codes, or other information pertaining to my Digital Resources. For this purpose, "Digital Resources" means (1) any accounts to which I would have access if living, including accounts with any e-mail service; social networking or other website; texting, blogging or short message service; or other file or data storage service; and (2) any other data or information pertaining to me that is under the possession or control of any individual or entity that electronically stores information for others.

9. Trustee's Powers

9.1 *Independent Authority.* To the maximum extent permitted by law, my Trustee, and any successor Trustee, under this Will must act independently and free from control by any court.

9.2 *General Powers.* Except as limited by the terms of this Will, my Trustee, and any successor Trustee, shall have all of the powers granted to Trustees by the Texas Trust Code, and by any future amendments to that code or given under any other applicable law with respect to the powers of Trustees. Without limiting the powers under this paragraph, my Trustee, and any successor Trustee, shall have the following additional powers.

9.2.1 My Trustee, and any successor, may sell or otherwise dispose of any property held in trust and he or she may execute and deliver proper deeds, assignments and other written instruments and do any and all things proper or necessary in the orderly handling and management of the trust.

9.2.2 My Trustee, and any successor, shall have full power and authority to compromise, settle and adjust any and all debts, claims and taxes which may be due from or owing by the trust.

9.2.3 My Trustee, and any successor, shall have any other powers appropriate to properly administer and distribute my estate.

9.2.4 My Trustee, and any successor, may charge the same fees customarily charged for similar services at the time the services are performed.

9.2.5 Any beneficiary of his or her own trust created under this Will may elect at any time to be appointed as co-trustee of that trust after attaining age twenty-one (21).

10. General Provisions

10.1 Any reference to "the," "this," "any," or "my," "Executor," "Trustee," or "Guardian" in this Will also means and includes any ancillary fiduciaries, co-fiduciaries, alternates or successors while serving in that fiduciary capacity under my Will.

10.2 Any successor fiduciary is relieved of any duty to examine the acts of any prior fiduciary, without the necessity of any court accounting, and any successor fiduciary will be responsible for only those assets which are actually delivered to that fiduciary.

10.3 No bond may be required of any fiduciary. Any fiduciary may rely in good faith upon the written opinion of an attorney, any facts stated in any instrument in writing and believed to be true, or any other evidence deemed sufficient. Any fiduciary is released, indemnified and held harmless from any liability, except to the extent of any profit derived by the Trustee from a breach of fiduciary duty, for any action that fiduciary may take, or for the failure of that fiduciary to take any action, if done in good faith and without gross negligence, including, without limitation, indemnity for the ordinary negligence of that fiduciary.

10.4 All assets, books of account and records of my estate and each trust will be available for inspection at all times during business hours by any fiduciary under my Will, by any beneficiary, or by any person or persons designated by any one of them.

10.5 For purposes of this Will, no person will be considered to have survived me unless they survive me by 60 days or until this Will is admitted to probate, whichever occurs earlier.

10.6 Despite anything to the contrary contained in this Will, my Independent Executor, without incurring any liability, may begin distribution of income or principal from my estate immediately upon my death to the extent necessary to provide for the support of my spouse, Steven Testator.

10.7 All beneficial interests in any trust created by this Will shall be held subject to a spendthrift trust, as defined in the Texas Trust Code or its successor statute.

10.8 Despite any other provision of this instrument, to the extent that any trust created under this instrument has not previously vested in a beneficiary, the trust shall terminate upon the expiration of the period of the applicable Rule Against Perpetuities. If the determination of the Rule Against Perpetuities is dependent upon measuring lives, then those lives shall be all of the Descendants of Testator's parents, and all persons who are mentioned by name or as a class as beneficiaries of any trust created by or pursuant to this instrument who are living on the date the instrument becomes irrevocable.

10.9 To the extent permitted by law, any beneficial interest created in any trust beneficiary under my Will is the separate property and estate of the beneficiary, and any income or principal distributed to that beneficiary or retained in that trust is that beneficiary's separate property and estate.

10.10 The headings in this Will are for convenient reference only. They are not part of the Will and do not affect its meaning.

10.11 Where appropriate to the context of this Will, the singular may be construed as plural, the plural may be construed as singular, and one gender may be construed as another gender.

11. Contingent Beneficiaries

11.1 Any property of mine that has not been disposed of under any other provision of this Will shall go and be distributed to my heirs at law. Their identity and

respective shares shall be determined in all respects as if my death had occurred immediately following the happening of the event requiring such distribution, and according to the laws of Texas then in force governing the distribution of the estate of an intestate.

12. Definitions

12.1 The definitions in this section apply to terms used in this Will. In case of any conflict between these definitions and any other provision contained in this Will, these definitions govern.

12.2 "Child" and "Children" mean:

12.2.1 any biological or adopted child, but only if that adopted child is adopted by a legal proceeding begun before that child reaches age 19; and

12.2.2 any child born or adopted by legal proceeding after execution of this Will. A child in gestation who is born alive will be considered a child throughout the period of gestation.

12.3 "Descendants" means:

12.3.1 biological children and the descendants of those children; and

12.3.2 any adopted child or adopted descendant, but only if that adopted child or descendant is adopted by a legal proceeding begun before that child reaches age 19.

12.4 Except for discretionary distributions which may be made unequally among a group of persons, any property to be distributed to the descendants of any person shall be divided into as many equal shares as there are, at that time, descendants in the nearest degree of kinship and then-deceased descendants in the same degree who left then-living descendants. Each then-living descendant in the nearest degree shall receive one share and the share of each then-deceased descendant in the same degree will be divided among that person's descendants in the same manner.

12.5 "Personal and Household Effects" means all household property, furnishings, tools, garden and sports equipment, china, works of art, clothing, jewelry, personal effects, and any other similar items, including any insurance on these items. The determination of which items fall within these categories shall be in the sole judgment of the executor, whose decision shall be binding.

13. Not Contractual

13.1 My spouse and I are executing Wills contemporaneously. Such Wills, however, are not the result of any agreement or contract and either Will may be revoked or amended at any time by either of us.

I have placed my initials on each of the preceding pages of this, my Will, and in the presence of two witnesses, whom I have requested to act as witnesses and to sign this Will in that capacity, in my presence and in the presence of each other, I sign my name on this instrument as my Will, on this 15th day of March, 2026.

SIMULTANEOUS EXECUTION, ATTESTATION, AND SELF PROVING

I, Tina Diane Testator, as Testator, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Will, that I willingly make and execute it in the presence of the undersigned witnesses, all of whom are present at the same time, as my free act and deed, and that I request each of the undersigned witnesses to sign this Will in my presence and in the presence of each other. I now sign this Will in the presence of the attesting witnesses and the undersigned authority on this 15th day of March, 2026.

Tina Diane Testator, Testator

WITNESSES

The undersigned, Wally Witness and Wanda Witness, each being at least fourteen years of age, after being duly sworn, declare to the Testator and to the undersigned authority that the Testator declared to us that this instrument is the Testator’s Will and that the Testator requested us to act as witnesses to the Testator’s Will and signature. The Testator then signed this Will in our presence, all of us being present at the same time. The Testator is eighteen years of age or over (or being under such age, is or has been lawfully married, or is a member of the armed forces of the United States or of an auxiliary of the armed forces of the United States or of the United States Maritime Service), and we believe the Testator to be of sound mind. We now sign our names as attesting witnesses in the presence of the Testator, each other, and the undersigned authority on this 15th day of March, 2026.

Wally Witness, Witness
8797 Witness Way
Universal City, TX 78148

Wanda Witness, Witness
8797 Witness Way
Universal City, TX 78148

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

SUBSCRIBED AND SWORN TO BEFORE ME by the said Tina Diane Testator, Testator, and by the said Wally Witness and Wanda Witness, witnesses, this 15th day of March, 2026.

Notary Public, State of Texas

LAST WILL OF STEVEN TESTATOR

Executed this 15th day of March, 2026

**LAST WILL
OF
STEVEN TESTATOR**

I, **Steven Testator**, a resident of Bexar County, Texas, declare this to be my Will and revoke all prior Wills and codicils made by me.

1. Family

1.1 *Spouse*. I am married to Tina Diane Testator.

1.2 *Children*. My Child is Charlie Child. My stepchild is Charlotte Child who, for purposes of this Will, shall be defined as my Child and Charlotte Child's Descendants shall be treated as my Descendants.

1.3 *Grandchildren*. My grandchild is Gary Grand.

2. Fiduciary Appointments

2.1 *Independent Executor Without Bond*. I appoint **Tina Diane Testator** to serve as Independent Executor of my Will and estate. Any Executor or successor Executor appointed under this Will shall serve without the necessity of any bond. If, for any reason, Tina Diane Testator fails to serve as my Independent Executor, I appoint the following, in order of succession:

Billy Brown; then
Davis Ramsey.

2.2 *Granting of Authority to Designate Administrator*. I grant the Executor of my Will and estate the authority to designate one or more persons to serve as administrator of my estate.

2.3 *Trustee of Testamentary Trusts*. I appoint **Tina Diane Testator** to serve as Trustee of all trusts created by my Will. Any Trustee or successor Trustee appointed under this Will shall serve without the necessity of any bond. If, for any reason, Tina Diane Testator fails to serve as my Trustee, I appoint the following in order of succession:

Billy Brown; then

Davis Ramsey.

2.4 *Guardian for Minor Child.* In the event that my spouse fails to survive me, or if my spouse survives me but fails to provide for the custody and care of my minor Child, or for the management of my minor Child's estate, I appoint **Julie Carter and Marty Carter** to serve as Co-Guardians of the person and estate of my minor Child. If, for any reason, Julie Carter and Marty Carter fail to serve as Co-Guardians, I appoint the following in order of succession:

Charlotte Child.

3. Distribution of My Estate

3.1 I may provide instructions in a signed letter to my Independent Executor as to the disposition of some of my Personal and Household Effects. While I hope that my beneficiaries will abide by my wishes as expressed in the letter, it is merely an expression of my wishes and is not intended to alter the absolute nature of any gift contained in this section.

3.2 I give my entire estate to my spouse, Tina Diane Testator.

3.3 If my spouse does not survive me, I give my entire estate to my Descendants who survive me.

3.4 If none of my Descendants survive me, I give my entire estate as follows:

To First Church of Texas, ALL.

4. Contingent Trusts

4.1 Any portion of my estate or of a trust estate upon the trust's termination which would be distributable to a beneficiary who is under age twenty-five (25); is incapacitated as that term is defined in the Texas Estates Code; is under, or has made application for, the protection of the Bankruptcy laws of the United States; is a party in divorce proceeding; or is incarcerated by either a state government or the federal government, instead shall be distributed to the Trustee of a Contingent Trust. Each beneficiary's portion so distributed shall be held and administered

under this section as a separate trust for the beneficiary, and shall be known by the name of the beneficiary for whom the trust is established.

4.2 All property delivered to the Trustee shall be held separately and all income shall be accumulated separately for each beneficiary.

4.3 My Trustee may, in his or her sole discretion, distribute to or for the benefit of the beneficiary of each trust so much of the trust's income and principal as is necessary, when added to the funds reasonably available to such beneficiary from all other sources known to my Trustee, to provide for the health, support, maintenance and education of such beneficiary, taking into consideration the age, education, and station in life of the beneficiary.

4.4 The trust shall terminate when the beneficiary attains age twenty-five (25) or dies before that age; or, in the case of a beneficiary who has attained age twenty-five (25) but is incapacitated, in bankruptcy, in divorce proceedings, or incarcerated, upon the removal or termination of the condition or circumstance requiring the trust. Upon termination, the trust estate shall be distributed:

4.4.1 To the beneficiary.

4.4.2 If the beneficiary is not then living, to the beneficiary's Descendants.

4.4.3 If none of the beneficiary's Descendants is then living, to my Descendants.

5. Potential Supplemental Needs Trust

5.1 Notwithstanding any other provision in this Will, in the event any distribution to be made under this Will would invalidate a pending application for, or prevent the continued receipt of any governmental or public benefit by the beneficiary of such distribution, my Independent Executor shall instead make such distribution to my Trustee in trust for the benefit of such beneficiary. With regard to any distribution made under this election, my Trustee may distribute, in its sole discretion, amounts of net income and principal from such trust to maintain the good health, safety, and welfare of the beneficiary, but only to the extent, in my Trustee's sole discretion, that (i) such needs are not being provided for by any public agency,

office, or department of any state or of the United States and (ii) such distribution would not invalidate a pending application for, or prevent the continued receipt of any governmental or public benefit. For the avoidance of doubt, no person acting on behalf of the beneficiary, nor the beneficiary, shall have the authority to compel my Trustee to make a distribution from any trust created pursuant to this paragraph for food, shelter, or for any reason that would disqualify the beneficiary from receiving governmental or public benefits.

6. Executor's Powers

6.1 *Independent Authority.* To the maximum extent permitted by law, my Independent Executor, and any successor, may act independently and free from control by any court. No action of any nature may be had in any court with probate jurisdiction in relation to the settlement of my estate other than the probating and recording of my Will and, if required, the return of an inventory, appraisal, and list of claims of my estate. My Independent Executor, and any successor, shall have all of the powers granted to him or her as an Independent Executor under Texas law or any other applicable law. Without limiting the powers under this paragraph, my Executor and any successor Executor shall have the following additional powers.

6.1.1 My Independent Executor, and any successor, shall have any other powers appropriate to properly administer and distribute my estate.

6.1.2 My Independent Executor, and any successor, may sell or otherwise dispose of any property in my estate and he or she may execute and deliver proper deeds, assignments and other written instruments and do any and all things proper or necessary in the orderly handling and management of my estate.

6.1.3 My Independent Executor, and any successor, shall have full power and authority to compromise, settle and adjust any and all debts, claims and taxes which may be due from or owing by my estate.

6.1.4 My Independent Executor, and any successor, shall have absolute discretion to distribute any property in my estate subject to and without paying any indebtedness secured by such property. Any distributee receiving property encumbered by a lien will be considered to have received the value of any equity in such property.

7. Trustee's Powers

7.1 *Independent Authority.* To the maximum extent permitted by law, my Trustee, and any successor Trustee, under this Will must act independently and free from control by any court.

7.2 *General Powers.* Except as limited by the terms of this Will, my Trustee, and any successor Trustee, shall have all of the powers granted to Trustees by the Texas Trust Code, and by any future amendments to that code or given under any other applicable law with respect to the powers of Trustees. Without limiting the powers under this paragraph, my Trustee, and any successor Trustee, shall have the following additional powers.

7.2.1 My Trustee, and any successor, may sell or otherwise dispose of any property held in trust and he or she may execute and deliver proper deeds, assignments and other written instruments and do any and all things proper or necessary in the orderly handling and management of the trust.

7.2.2 My Trustee, and any successor, shall have full power and authority to compromise, settle and adjust any and all debts, claims and taxes which may be due from or owing by the trust.

7.2.3 My Trustee, and any successor, shall have any other powers appropriate to properly administer and distribute my estate.

7.2.4 My Trustee, and any successor, may charge the same fees customarily charged for similar services at the time the services are performed.

7.2.5 Any beneficiary of his or her own trust created under this Will may elect at any time to be appointed as co-trustee of that trust after attaining age twenty-one (21).

8. General Provisions

8.1 Any reference to “the,” “this,” “any,” or “my,” “Executor,” “Trustee,” or “Guardian” in this Will also means and includes any ancillary fiduciaries, co-fiduciaries, alternates or successors while serving in that fiduciary capacity under my Will.

8.2 Any successor fiduciary is relieved of any duty to examine the acts of any prior fiduciary, without the necessity of any court accounting, and any successor fiduciary will be responsible for only those assets which are actually delivered to that fiduciary.

8.3 No bond may be required of any fiduciary. Any fiduciary may rely in good faith upon the written opinion of an attorney, any facts stated in any instrument in writing and believed to be true, or any other evidence deemed sufficient. Any fiduciary is released, indemnified and held harmless from any liability, except to the extent of any profit derived by the Trustee from a breach of fiduciary duty, for any action that fiduciary may take, or for the failure of that fiduciary to take any action, if done in good faith and without gross negligence, including, without limitation, indemnity for the ordinary negligence of that fiduciary.

8.4 All assets, books of account and records of my estate and each trust will be available for inspection at all times during business hours by any fiduciary under my Will, by any beneficiary, or by any person or persons designated by any one of them.

8.5 For purposes of this Will, no person will be considered to have survived me unless they survive me by 60 days or until this Will is admitted to probate, whichever occurs earlier.

8.6 Despite anything to the contrary contained in this Will, my Independent Executor, without incurring any liability, may begin distribution of income or

principal from my estate immediately upon my death to the extent necessary to provide for the support of my spouse, Tina Diane Testator.

8.7 All beneficial interests in any trust created by this Will shall be held subject to a spendthrift trust, as defined in the Texas Trust Code or its successor statute.

8.8 Despite any other provision of this instrument, to the extent that any trust created under this instrument has not previously vested in a beneficiary, the trust shall terminate upon the expiration of the period of the applicable Rule Against Perpetuities. If the determination of the Rule Against Perpetuities is dependent upon measuring lives, then those lives shall be all of the Descendants of Testator's parents, and all persons who are mentioned by name or as a class as beneficiaries of any trust created by or pursuant to this instrument who are living on the date the instrument becomes irrevocable.

8.9 To the extent permitted by law, any beneficial interest created in any trust beneficiary under my Will is the separate property and estate of the beneficiary, and any income or principal distributed to that beneficiary or retained in that trust is that beneficiary's separate property and estate.

8.10 The headings in this Will are for convenient reference only. They are not part of the Will and do not affect its meaning.

8.11 Where appropriate to the context of this Will, the singular may be construed as plural, the plural may be construed as singular, and one gender may be construed as another gender.

9. Contingent Beneficiaries

9.1 Any property of mine that has not been disposed of under any other provision of this Will shall go and be distributed to my heirs at law. Their identity and respective shares shall be determined in all respects as if my death had occurred immediately following the happening of the event requiring such distribution, and according to the laws of Texas then in force governing the distribution of the estate of an intestate.

10. Definitions

10.1 The definitions in this section apply to terms used in this Will. In case of any conflict between these definitions and any other provision contained in this Will, these definitions govern.

10.2 "Child" and "Children" mean:

10.2.1 any biological or adopted child, but only if that adopted child is adopted by a legal proceeding begun before that child reaches age 19;

10.2.2 my stepchild specifically named in this Will; and

10.2.3 any child born or adopted by legal proceeding after execution of this Will. A child in gestation who is born alive will be considered a child throughout the period of gestation.

10.3 "Descendants" means:

10.3.1 biological children and the descendants of those children;

10.3.2 stepchildren that are specifically named within this Will and the descendants of those stepchildren; and

10.3.3 any adopted child or adopted descendant, but only if that adopted child or descendant is adopted by a legal proceeding begun before that child reaches age 19.

10.4 Except for discretionary distributions which may be made unequally among a group of persons, any property to be distributed to the descendants of any person shall be divided into as many equal shares as there are, at that time, descendants in the nearest degree of kinship and then-deceased descendants in the same degree who left then-living descendants. Each then-living descendant in the nearest degree shall receive one share and the share of each then-deceased descendant in the same degree will be divided among that person's descendants in the same manner.

10.5 "Personal and Household Effects" means all household property, furnishings, tools, garden and sports equipment, china, works of art, clothing, jewelry, personal effects, and any other similar items, including any insurance on these items. The

determination of which items fall within these categories shall be in the sole judgment of the executor, whose decision shall be binding.

11. Not Contractual

11.1 My spouse and I are executing Wills contemporaneously. Such Wills, however, are not the result of any agreement or contract and either Will may be revoked or amended at any time by either of us.

I have placed my initials on each of the preceding pages of this, my Will, and in the presence of two witnesses, whom I have requested to act as witnesses and to sign this Will in that capacity, in my presence and in the presence of each other, I sign my name on this instrument as my Will, on this 15th day of March, 2026.

SIMULTANEOUS EXECUTION, ATTESTATION, AND SELF PROVING

I, Steven Testator, as Testator, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Will, that I willingly make and execute it in the presence of the undersigned witnesses, all of whom are present at the same time, as my free act and deed, and that I request each of the undersigned witnesses to sign this Will in my presence and in the presence of each other. I now sign this Will in the presence of the attesting witnesses and the undersigned authority on this 15th day of March, 2026.

Steven Testator, Testator

WITNESSES

The undersigned, Wally Witness and Wanda Witness, each being at least fourteen years of age, after being duly sworn, declare to the Testator and to the undersigned authority that the Testator declared to us that this instrument is the Testator’s Will and that the Testator requested us to act as witnesses to the Testator’s Will and signature. The Testator then signed this Will in our presence, all of us being present at the same time. The Testator is eighteen years of age or over (or being under such age, is or has been lawfully married, or is a member of the armed forces of the United States or of an auxiliary of the armed forces of the United States or of the United States Maritime Service), and we believe the Testator to be of sound mind. We now sign our names as attesting witnesses in the presence of the Testator, each other, and the undersigned authority on this 15th day of March, 2026.

Wally Witness, Witness
8797 Witness Way
Universal City, TX 78148

Wanda Witness, Witness
8797 Witness Way
Universal City, TX 78148

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO BEFORE ME by the said Steven Testator, Testator, and by the said Wally Witness and Wanda Witness, witnesses, this 15th day of March, 2026.

Notary Public, State of Texas

THE WILL-SIGNING CEREMONY

Clients: Tina D. Testator and Steven Testator

Date of signing: 1st day of June, 2026

Location of signing: Law Firm, San Antonio, Texas

Attorney's name: Alan Schoolcraft

Notary's name: Nancy Notary

Name of first witness: Wally Witness

Name of second witness: Wanda Witness

Notary:

The signing ceremony should begin with the notary taking the oath of the Testators and the witnesses by obtaining an affirmative response to the following question:

“Do each of you swear, under penalties of perjury, that the statements you are about to make and the information contained in the documents you are about to sign are true and accurate to the best of your knowledge?”

Attorney:

1. Introduce all participants (Testators, witnesses, and notary).

All participants should remain in the room together until the signing is complete.

2. Explain the importance of the will execution ceremony which is about to begin.

3. To establish testamentary capacity and testamentary intent, ask the Testators the following questions before the Will is signed:

a. While handing the Will to each Testator, ask: Do you declare that this is your Will?

- b. What is today's date?
 - c. Are each of you eighteen years of age or older?
 - d. Have each of you carefully read your Will, and do you understand its contents?
 - e. Do each of you understand that you are signing a document which disposes of some or all of your property when you die?
 - f. Do each of your Wills dispose of your property at your death in accordance with your wishes?
 - g. Do each of you know generally how much you are worth, the nature and extent of your property, and the names of your nearest family members?
 - h. Would either of you like to make any changes to your Will before you sign it?
 - i. Do each of you willingly make and execute your Will in the presence of the witnesses as your free act and deed?
 - j. Do each of you request that the witnesses witness the execution of your Will in your presence and in the presence of each other?
4. If all of the foregoing questions are answered correctly and appropriately, the Will can be signed, and the following steps should be taken:
- a. Use blue ink (so you can easily tell which copy is a photocopy)
 - b. Each Testator signs the Will with his or her usual signature and writes in the date above the signature.
 - c. Each Testator only signs one Will (i.e., no multiple originals)
5. Ask the witnesses to answer the following questions:
- a. Did the Testators declare to you that this is his or her Will?
 - b. Did the Testators each execute this instrument as his or her Will?

- c. Did the Testators both ask each of you to sign the Will as witnesses?
- d. Did each of you sign the Will together as witnesses at the same time, in the Testators' presence, and at the Testators' request?
- e. Did both the Testators appear to be of sound mind?
- f. Were the Testators at least eighteen years of age when the Will was signed?
- g. If question (f) was "NO", then ask: When the Will was signed, was the Testator lawfully married, or was the Testator then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service?
- h. Are each of you at least fourteen years of age?

Witnesses:

The witnesses sign the last or second to last page and write in their addresses (if the addresses are not already typed into the document).

Notary:

The notary should then complete and sign the acknowledgment and affix the appropriate seal or stamp. The notary then records the ceremony in the notary's record book, and all participants sign the notary book.

Testator:

We certify that (i) the foregoing steps listed on the document entitled "Will Signing Ceremony" were followed; (ii) that I answered all of the questions which were asked of me to the satisfaction of those present; (iii) that all of the parties were present in the same room for the duration of the signing ceremony; and (iv) that we were sworn in by the notary before answering such questions.

Date: 1st day of June, 2026

Tina D. Testator

Date: 1st day of June, 2026

Steven Testator

Witnesses:

We certify that (i) the foregoing steps listed on this document entitled "Will Signing Ceremony" were followed; (ii) that I asked all of the questions and followed all of the steps listed in such document; and (iii) that all of the parties were present in the same room for the duration of the signing ceremony.

Date: 1st day of June, 2026

Wally Witness

Date: 1st day of June, 2026

Wanda Witness

Attorney:

I certify that (i) the following foregoing steps listed on this document entitled "Will Signing Ceremony" were followed; (ii) that I asked all of the questions and followed all of the steps listed in such document; and (iii) that all of the parties were present in the same room for the duration of the signing ceremony.

Date: 1st day of June, 2026

Alan Schoolcraft

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO BEFORE ME by the said Tina D. Testator and Steven Testator, Testators, and by the said Wally Witness and Wanda Witness, witnesses, and Alan Schoolcraft, attorney, this 1st day of June, 2026.

Notary Public, State of Texas

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

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

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

I, **Tina Diane Testator**, of 123 Main Street, San Antonio, TX 78216, appoint **Steven Testator**, of 123 Main Street, San Antonio, TX 78216 and **Davis Ramsey**, of 298 Mountain Dr., Piney Flats, TN 37766 as my agents to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

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

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

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

- ____ (A) Real property transactions;
- ____ (B) Tangible personal property transactions;

- ____ (C) Stock and bond transactions;
- ____ (D) Commodity and option transactions;
- ____ (E) Banking and other financial institution transactions;
- ____ (F) Business operating transactions;
- ____ (G) Insurance and annuity transactions;
- ____ (H) Estate, trust, and other beneficiary transactions;
- ____ (I) Claims and litigation;
- ____ (J) Personal and family maintenance;
- ____ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- ____ (L) Retirement plan transactions;
- ____ (M) Tax matters;
- ____ (N) Digital assets and the content of an electronic communication;
- ____ (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

MEMORANDUM

I may leave a memorandum suggesting to the recipient (or recipients) of my intimate personal effects and my desires with respect to the distribution thereof, but such memorandum is merely a suggestion and such recipient (or recipients) shall be the absolute owner (or owners) of my intimate personal effects, and shall be under no obligations, moral or legal, to comply with any such desire.

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.

My co-agents may act for me only if a majority of 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.

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

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

Real property transactions include, but are not limited to, the sale, exchange, or other disposition of the following real property as well as any real property which I may acquire in the future: 1000 Real Property Place, Dale, Texas 78616

As additional specific instructions relating to the above defined transactions, I authorize my agent to:

(1) make, acknowledge, execute, and deliver oil, gas, mineral or other natural resource leases of any real property, alone, or in conjunction with any other person or entity, under such conditions deemed proper; production or marketing of oil, gas, minerals, and other natural resources;

(2) loan my money with or without interest to such sources and on such terms deemed fit and proper, with or without taking security either real, personal, or otherwise, and receive any promissory note, mortgage, security agreement or any other instrument that may be deemed fit to secure the loan if any security is required;

(3) convey any and all assets of my estate (consisting of any property, real, personal or mixed, of whatever kind, wheresoever located and whensoever acquired) into such trust or trusts as my agent shall deem proper, irrespective of whether said trust is now in existence or hereinafter established. My agent shall be empowered to create and transfer assets to a revocable management trust for my benefit which will revert to my estate at my death or pursuant to such terms as my agent shall deem to be in my best interest. Notwithstanding, the terms of such management trust shall not alter my testamentary intent established in my estate planning documents existing at the time my agent takes such action;

(4) convey or release any contingent or expectant interests in property, any rights of survivorship incident to a joint tenancy, tenancy by the entirety, joint bank accounts, or trust bank account, and marital property rights;

(5) exercise the right to revoke a revocable trust or surrender the right to revoke a revocable trust of which I am not a beneficiary;

(6) disclaim within the meaning of Chapter 240, Texas Property Code, Texas Uniform Disclaimer of Property Interests Act, and Section 2518 of the Internal Revenue Code any interest passing to me by testate or intestate succession, inter vivos transfer or otherwise;

(7) make gifts to my spouse and my issue (including any agent who may be my spouse or my issue) in amounts not exceeding the annual exclusion allowable for any one of them from the Federal Gift Tax for the calendar year in which the gift is made; however, any gift to my agent shall not exceed the greater of the annual exclusion amount as defined by Section 2503(b) of the Internal Revenue Code or five percent (5%) of my net estate but shall in no respect exceed the annual exclusion amount referenced above. Gifts may be in fee simple, through custodianship, expenditure on their behalf or upon such terms, trusts, conditions, and limitations as deemed proper; however, all gifts shall be made in such a manner as to qualify in their entirety for the annual exclusion from the Federal Gift Tax for the calendar year in which the gift is made;

(8) make gifts from the income and/or principal of any revocable management trust, subject to the limitations of the annual exclusion amount as defined by Section 2503(b) of the Internal Revenue Code gift tax exclusion, which may have been created by me and my spouse;

(9) authorize the Trustee to make distributions to me from the income and/or principal of any revocable management trust which may have been created by me and my spouse of which I am a beneficiary, and then make gifts from such distributions consistent with the annual exclusion amount from Section 2503(b) of the Internal Revenue Code;

(10) make gifts to charity in amounts not exceeding the maximum amounts permitted for a charitable contribution under the federal income tax laws and commensurate with my past giving practices both as to amounts and as to the types of charitable beneficiaries;

(11) convey any or all of my property whether real or personal into any limited partnership which my family shall establish in the future in return for a limited partnership interest in said partnership;

(12) to transact with the United States Post Office on my behalf including, but not limited to, receiving my mail and placing change of address requests;

(13) this power of attorney authorizes my agent to make various property related decisions on my behalf, some of which relate to my health care. Accordingly, I confirm that in connection therewith, my agent shall be treated as my personal representative for all purposes relating to my Protected Health Information, as provided in 45 CFR 164.502(g)(2) ;

(14) this power of attorney authorizes my agent to gain access to any safe deposit box or vault held in my name and to remove or add to the contents of such;

(15) consent to any gifts made by my spouse as being made one-half by me for gift tax purposes as long as such consents do not exceed the annual exclusion for Federal Gift Taxes; and

(16) take against the will of my spouse after my spouse's death and disclaim any interest in property which I am required to disclaim as a result of such election.

Furthermore, I direct that:

(1) if any third party (including, but without limitation stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my agent seeks to transact in any activity authorized under this Power of Attorney refuses to recognize my agent's authority to act on my behalf pursuant to this power of attorney, my agent shall be authorized to sue and recover from such third party all resulting damages, costs, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party;

(2) my agent shall not be personally liable for any act done under the authority of this Durable General Power of Attorney except for acts constituting gross misconduct or fraud; and

(3) in the event my spouse is appointed herein as an agent, said spouse shall be disqualified to serve in such capacity if we are divorced. Such disqualification shall be effective upon either myself or my spouse filing a Petition for Divorce. Any third party may rely on a written statement by my spouse that such Petition for Divorce has NOT been filed unless said third party has actual notice otherwise.

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 **ONLY** 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.

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.

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 or 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:

Sandra Smith, then
Davis Ramsey.

Any above named individual successor agent shall have the authority to demand an accounting from my serving agent, said accounting to comply with the provisions of Texas Estates Code Section 404.001. Should my serving agent not comply with a demand for an accounting within sixty (60) days after receipt of the demand, the person making the demand may compel compliance by an action in a court of proper venue and jurisdiction.

I REVOKE ANY PRIOR STATUTORY DURABLE POWER OF ATTORNEY GRANTED BY ME.

This Statutory Durable Power of Attorney shall remain in effect indefinitely. It may be voluntarily revoked only by my written revocation, executed and acknowledged by me, and filed in the offices of the County Clerk of Bexar County, Texas; or, alternatively, by a notice of revocation filed with the County Clerk of Bexar County, Texas, by another agent or Co-agent who is subsequently authorized by me to act in my behalf.

Signed this 1st day of June, 2026.

Tina Diane Testator

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

This document was acknowledged before me on this 1st day of June, 2026, by Tina Diane Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs

960 Coronado Blvd.

Second Floor

Universal City, TX 78148

(987) 654-3210

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" or "attorney in fact" in the following manner:

Tina Diane Testator 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 or attorney in fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;

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

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

(F) each known liability;

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

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

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates 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 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.

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

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

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

I, **Steven Testator**, of 123 Main Street, San Antonio, TX 78216, appoint **Tina D. Testator**, of 123 Main Street, San Antonio, TX 78216 and **Davis Ramsey**, of 298 Mountain Dr., Piney Flats, TN 37766 as my agents to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

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

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

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

- ____ (A) Real property transactions;
- ____ (B) Tangible personal property transactions;

- ___ (C) Stock and bond transactions;
- ___ (D) Commodity and option transactions;
- ___ (E) Banking and other financial institution transactions;
- ___ (F) Business operating transactions;
- ___ (G) Insurance and annuity transactions;
- ___ (H) Estate, trust, and other beneficiary transactions;
- ___ (I) Claims and litigation;
- ___ (J) Personal and family maintenance;
- ___ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- ___ (L) Retirement plan transactions;
- ___ (M) Tax matters;
- ___ (N) Digital assets and the content of an electronic communication;
- ___ (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

MEMORANDUM

I may leave a memorandum suggesting to the recipient (or recipients) of my intimate personal effects and my desires with respect to the distribution thereof, but such memorandum is merely a suggestion and such recipient (or recipients) shall be the absolute owner (or owners) of my intimate personal effects, and shall be under no obligations, moral or legal, to comply with any such desire.

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.

My co-agents may act for me only if a majority of 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.

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

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

Real property transactions include, but are not limited to, the sale, exchange, or other disposition of the following real property as well as any real property which I may acquire in the future: 1000 Real Property Place, Dale, Texas 78616

As additional specific instructions relating to the above defined transactions, I authorize my agent to:

(1) make, acknowledge, execute, and deliver oil, gas, mineral or other natural resource leases of any real property, alone, or in conjunction with any other person or entity, under such conditions deemed proper; production or marketing of oil, gas, minerals, and other natural resources;

(2) loan my money with or without interest to such sources and on such terms deemed fit and proper, with or without taking security either real, personal, or otherwise, and receive any promissory note, mortgage, security agreement or any other instrument that may be deemed fit to secure the loan if any security is required;

(3) convey any and all assets of my estate (consisting of any property, real, personal or mixed, of whatever kind, wheresoever located and whensoever acquired) into such trust or trusts as my agent shall deem proper, irrespective of whether said trust is now in existence or hereinafter established. My agent shall be empowered to create and transfer assets to a revocable management trust for my benefit which will revert to my estate at my death or pursuant to such terms as my agent shall deem to be in my best interest. Notwithstanding, the terms of such management trust shall not alter my testamentary intent established in my estate planning documents existing at the time my agent takes such action;

(4) convey or release any contingent or expectant interests in property, any rights of survivorship incident to a joint tenancy, tenancy by the entirety, joint bank accounts, or trust bank account, and marital property rights;

(5) exercise the right to revoke a revocable trust or surrender the right to revoke a revocable trust of which I am not a beneficiary;

(6) disclaim within the meaning of Chapter 240, Texas Property Code, Texas Uniform Disclaimer of Property Interests Act, and Section 2518 of the Internal Revenue Code any interest passing to me by testate or intestate succession, inter vivos transfer or otherwise;

(7) make gifts to my spouse and my issue (including any agent who may be my spouse or my issue) in amounts not exceeding the annual exclusion allowable for any one of them from the Federal Gift Tax for the calendar year in which the gift is made; however, any gift to my agent shall not exceed the greater of the annual exclusion amount as defined by Section 2503(b) of the Internal Revenue Code or five percent (5%) of my net estate but shall in no respect exceed the annual exclusion amount referenced above. Gifts may be in fee simple, through custodianship, expenditure on their behalf or upon such terms, trusts, conditions, and limitations as deemed proper; however, all gifts shall be made in such a manner as to qualify in their entirety for the annual exclusion from the Federal Gift Tax for the calendar year in which the gift is made;

(8) make gifts from the income and/or principal of any revocable management trust, subject to the limitations of the annual exclusion amount as defined by Section 2503(b) of the Internal Revenue Code gift tax exclusion, which may have been created by me and my spouse;

(9) authorize the Trustee to make distributions to me from the income and/or principal of any revocable management trust which may have been created by me and my spouse of which I am a beneficiary, and then make gifts from such distributions consistent with the annual exclusion amount from Section 2503(b) of the Internal Revenue Code;

(10) make gifts to charity in amounts not exceeding the maximum amounts permitted for a charitable contribution under the federal income tax laws and commensurate with my past giving practices both as to amounts and as to the types of charitable beneficiaries;

(11) convey any or all of my property whether real or personal into any limited partnership which my family shall establish in the future in return for a limited partnership interest in said partnership;

(12) to transact with the United States Post Office on my behalf including, but not limited to, receiving my mail and placing change of address requests;

(13) this power of attorney authorizes my agent to make various property related decisions on my behalf, some of which relate to my health care. Accordingly, I confirm that in connection therewith, my agent shall be treated as my personal representative for all purposes relating to my Protected Health Information, as provided in 45 CFR 164.502(g)(2) ;

(14) this power of attorney authorizes my agent to gain access to any safe deposit box or vault held in my name and to remove or add to the contents of such;

(15) consent to any gifts made by my spouse as being made one-half by me for gift tax purposes as long as such consents do not exceed the annual exclusion for Federal Gift Taxes; and

(16) take against the will of my spouse after my spouse's death and disclaim any interest in property which I am required to disclaim as a result of such election.

Furthermore, I direct that:

(1) if any third party (including, but without limitation stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my agent seeks to transact in any activity authorized under this Power of Attorney refuses to recognize my agent's authority to act on my behalf pursuant to this power of attorney, my agent shall be authorized to sue and recover from such third party all resulting damages, costs, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party;

(2) my agent shall not be personally liable for any act done under the authority of this Durable General Power of Attorney except for acts constituting gross misconduct or fraud; and

(3) in the event my spouse is appointed herein as an agent, said spouse shall be disqualified to serve in such capacity if we are divorced. Such disqualification shall be effective upon either myself or my spouse filing a Petition for Divorce. Any third party may rely on a written statement by my spouse that such Petition for Divorce has NOT been filed unless said third party has actual notice otherwise.

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 **ONLY** 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.

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.

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 or 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:

**Billy Brown, then
Davis Ramsey.**

Any above named individual successor agent shall have the authority to demand an accounting from my serving agent, said accounting to comply with the provisions of Texas Estates Code Section 404.001. Should my serving agent not comply with a demand for an accounting within sixty (60) days after receipt of the demand, the person making the demand may compel compliance by an action in a court of proper venue and jurisdiction.

I REVOKE ANY PRIOR STATUTORY DURABLE POWER OF ATTORNEY GRANTED BY ME.

This Statutory Durable Power of Attorney shall remain in effect indefinitely. It may be voluntarily revoked only by my written revocation, executed and acknowledged by me, and filed in the offices of the County Clerk of Bexar County, Texas; or, alternatively, by a notice of revocation filed with the County Clerk of Bexar County, Texas, by another agent or Co-agent who is subsequently authorized by me to act in my behalf.

Signed this 1st day of June, 2026.

Steven Testator

STATE OF TEXAS

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COUNTY OF BEXAR

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§

This document was acknowledged before me on this 1st day of June, 2026, by Steven Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs

960 Coronado Blvd.

Second Floor

Universal City, TX 78148

(987) 654-3210

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" or "attorney in fact" in the following manner:

Steven Testator 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 or attorney in fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;

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

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

(F) each known liability;

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

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

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates 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 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.

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

I, **Tina Diane Testator**, appoint:

Name: **Steven Testator**
Address: 123 Main Street, San Antonio, TX 78216
Telephone Number: 210-123-4321

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:

NONE

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 person 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: **Sandra Smith**
Address: 432 Elm Street, San Antonio, TX 78216
Telephone Number: 210-222-2345

LOCATION OF ORIGINAL DOCUMENT

The original of this document is kept at: Safe in bedroom closet.

The following individuals or institutions have signed copies:

Name: Steven Testator
Address: 123 Main Street, San Antonio, TX 78216

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.

This power of attorney ends on the following date: Indefinite

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

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 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 this 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 your Medical Power of Attorney and Designation of Health Care Agent, 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.

THE 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.

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 I 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.

I sign my name on this instrument as my medical power of attorney, on this 1st day of June, 2026, at _____ .M., in Bexar, Texas.

Tina Diane Testator, Principal

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

This document was acknowledged before me on this 1st day of June, 2026, by Tina Diane Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs

960 Coronado Blvd.

Second Floor

Universal City, TX 78148

(987) 654-3210

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

I, **Steven Testator**, appoint:

Name: **Tina Diane Testator**
Address: 123 Main Street, San Antonio, TX 78216
Telephone Number: 210-123-1234

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:

NONE

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 person 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: **Billy Brown**
Address: 543 Avenue B, New York, NY 10282
Telephone Number: 212-432-1236

LOCATION OF ORIGINAL DOCUMENT

The original of this document is kept at: Safe in bedroom closet.

The following individuals or institutions have signed copies:

Name: Tina D. Testator
Address: 123 Main Street, San Antonio, TX 78216

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.

This power of attorney ends on the following date: Indefinite

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

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 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 this 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 your Medical Power of Attorney and Designation of Health Care Agent, 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.

THE 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.

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 I 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.

I sign my name on this instrument as my medical power of attorney, on this 1st day of June, 2026, at _____ .M., in Bexar, Texas.

Steven Testator, Principal

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF BEXAR

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This document was acknowledged before me on this 1st day of June, 2026, by Steven Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs

960 Coronado Blvd.

Second Floor

Universal City, TX 78148

(987) 654-3210

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

I, **Tina Diane Testator**, make this Declaration of Guardian, to operate if the need for a guardian for me later arises.

1. I designate **Steven Testator** to serve as guardian of my person, and Sandra Smith as alternate guardian of my person.
2. I designate **Steven Testator** to serve as guardian of my estate, Davis Ramsey as first alternate guardian of my estate, and Sandra Smith as second 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 person from serving as guardian of my person:
Billy Brown.
5. I expressly disqualify the following person from serving as guardian of my estate:
Billy Brown.

Signed this 1st day of June, 2026.

SELF-PROVING AFFIDAVIT

I, Tina Diane Testator 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 1st day of June, 2026.

Tina Diane Testator, Declarant

The undersigned, Wally Witness and Wanda Witness, 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 1st day of June, 2026.

Wally Witness, Witness

Wanda Witness, Witness

STATE OF TEXAS

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COUNTY OF BEXAR

SUBSCRIBED AND SWORN TO BEFORE ME by Tina Diane Testator, the above named declarant, and Wally Witness and Wanda Witness, affiants, on this 1st day of June, 2026.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
TXdocs

960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

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

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

1. I designate **Tina Diane Testator** to serve as guardian of my person, and Billy Brown as alternate guardian of my person.
2. I designate **Tina Diane Testator and Billy Brown** to serve as guardians of my estate, and Billy Brown as 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 person from serving as guardian of my person:
Julie Carter.
5. I expressly disqualify the following person from serving as guardian of my estate:
Julie Carter.

Signed this 1st day of June, 2026.

SELF-PROVING AFFIDAVIT

I, Steven Testator 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 1st day of June, 2026.

Steven Testator, Declarant

The undersigned, Wally Witness and Wanda Witness, 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 1st day of June, 2026.

Wally Witness, Witness

Wanda Witness, Witness

STATE OF TEXAS

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COUNTY OF BEXAR

SUBSCRIBED AND SWORN TO BEFORE ME by Steven Testator, the above named declarant, and Wally Witness and Wanda Witness, affiants, on this 1st day of June, 2026.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
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960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

APPOINTMENT FOR DISPOSITION OF REMAINS

I, **Tina Diane Testator**, of 123 Main Street, San Antonio, TX 78216, being of sound mind, willfully and voluntarily make known my desire that, upon my death, the disposition of my remains will be controlled by Steven Testator in accordance with Sections 711.002 and 711.004 of the Health and Safety Code and, with respect to that subject only, I appoint **Steven Testator** as my agent (attorney-in-fact).

All decisions made by my agent with respect to the disposition of my remains, including cremation, will be binding.

SPECIAL DIRECTIONS: Set forth below are any special directions limiting the power granted to my agent:

AGENT:

Name: **Steven Testator**
Address: 123 Main Street, San Antonio, TX 78216
Telephone Number: 210-123-4321

SUCCESSORS:

If my agent or a successor agent dies, becomes legally disabled, resigns, or refuses to act, or if I divorce my agent or successor agent and this instrument does not state that the divorced agent or successor agent continues to serve after my divorce from that agent or successor agent, I hereby appoint the following persons (each to act alone and successively, in the order named) to serve as my agent (attorney-in-fact) to control the disposition of my remains as authorized by this document:

First Successor Agent

Name: **Sandra Smith**
Address: 432 Elm Street, San Antonio, TX 78216
Telephone Number: 210-222-2345

DURATION: This appointment becomes effective upon my death.

PRIOR APPOINTMENTS REVOKED: I revoke any prior appointment of any person to control the disposition of my remains.

RELIANCE: I hereby agree that any cemetery organization, business operating a crematory or columbarium or both, funeral director or embalmer, or funeral establishment who receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to any such party until that party receives actual notice of the modification or revocation. No such party will be liable because of reliance on a copy of this document.

ASSUMPTION: THE AGENT, AND EACH SUCCESSOR AGENT, BY ACCEPTING THIS APPOINTMENT, ASSUMES THE OBLIGATIONS PROVIDED IN, AND IS BOUND BY THE PROVISIONS OF, SECTIONS 711.002 AND 711.004 OF THE HEALTH AND SAFETY CODE.

This written instrument and my appointments of an agent and any successor agent in this instrument are valid without the signature of my agent and any successor agents below. Each agent, or successor agent, acting pursuant to this appointment must indicate acceptance of the appointment by signing below before acting as my agent.

Signed this 1st day of June, 2026.

Tina Diane Testator, Principal

STATE OF TEXAS

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COUNTY OF BEXAR

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This document was acknowledged before me on this 1st day of June, 2026, by Tina Diane Testator.

Notary Public, State of Texas

ACCEPTANCE AND ASSUMPTION BY AGENT:

I have no knowledge of or any reason to believe this Appointment for Disposition of Remains has been revoked. I hereby accept the appointment made in this instrument

with the understanding that I will be individually liable for the reasonable cost of the decedent's interment, for which I may seek reimbursement from the decedent's estate.

Acceptance of Appointment:

Steven Testator

Date of Signature

Sandra Smith

Date of Signature

PREPARED IN THE OFFICE OF:

TXdocs
960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

APPOINTMENT FOR DISPOSITION OF REMAINS

I, **Steven Testator**, of 123 Main Street, San Antonio, TX 78216, being of sound mind, willfully and voluntarily make known my desire that, upon my death, the disposition of my remains will be controlled by Tina Diane Testator in accordance with Sections 711.002 and 711.004 of the Health and Safety Code and, with respect to that subject only, I appoint **Tina Diane Testator** as my agent (attorney-in-fact).

All decisions made by my agent with respect to the disposition of my remains, including cremation, will be binding.

SPECIAL DIRECTIONS: Set forth below are any special directions limiting the power granted to my agent:

AGENT

Name: **Tina Diane Testator**
Address: 123 Main Street, San Antonio, TX 78216
Telephone Number: 210-123-1234

SUCCESSORS:

If my agent or a successor agent dies, becomes legally disabled, resigns, or refuses to act, or if I divorce my agent or successor agent and this instrument does not state that the divorced agent or successor agent continues to serve after my divorce from that agent or successor agent, I hereby appoint the following persons (each to act alone and successively, in the order named) to serve as my agent (attorney-in-fact) to control the disposition of my remains as authorized by this document:

First Successor Agent

Name: **Billy Brown**
Address: 543 Avenue B, New York, NY 10282
Telephone Number: 212-432-1236

DURATION: This appointment becomes effective upon my death.

PRIOR APPOINTMENTS REVOKED: I revoke any prior appointment of any person to control the disposition of my remains.

RELIANCE: I agree that any cemetery organization, business operating a crematory or columbarium or both, funeral director or embalmer, or funeral establishment who receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to any such party until that party receives actual notice of the modification or revocation. No such party will be liable because of reliance on a copy of this document.

ASSUMPTION: THE AGENT, AND EACH SUCCESSOR AGENT, BY ACCEPTING THIS APPOINTMENT, ASSUMES THE OBLIGATIONS PROVIDED IN, AND IS BOUND BY THE PROVISIONS OF, SECTIONS 711.002 AND 711.004 OF THE HEALTH AND SAFETY CODE.

This written instrument and my appointments of an agent and any successor agent in this instrument are valid without the signature of my agent and any successor agents below. Each agent, or successor agent, acting pursuant to this appointment must indicate acceptance of the appointment by signing below before acting as my agent.

Signed this 1st day of June, 2026.

Steven Testator, Principal

STATE OF TEXAS

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COUNTY OF BEXAR

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This document was acknowledged before me on this 1st day of June, 2026, by Steven Testator.

Notary Public, State of Texas

ACCEPTANCE AND ASSUMPTION BY AGENT:

I have no knowledge of or any reason to believe this Appointment for Disposition of Remains has been revoked. I hereby accept the appointment made in this instrument with the understanding that I will be individually liable for the reasonable cost of the decedent's interment, for which I may seek reimbursement from the decedent's estate.

Acceptance of Appointment:

Tina Diane Testator

Date of Signature

Billy Brown

Date of Signature

PREPARED IN THE OFFICE OF:

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960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

HIPAA RELEASE AND AUTHORIZATION OF TINA DIANE TESTATOR

Authorization for Disclosure of Protected Health Information

1. I, **Tina Diane Testator**, authorize any health care provider or other covered entity (collectively referred to below as “third party covered by this authorization”), upon request, to disclose any or all of the individually identifiable health information about me, and which constitutes my protected health information (“PHI”) for the coverage period specified below, to each of the following named individuals or entities:

Name: **Steven Testator**

Address: 123 Main Street, San Antonio, TX 78216

Telephone Number: 210-123-4321

Name: **Sandra Smith**

Address: 432 Elm Street, San Antonio, TX 78216

Telephone Number: 210-222-2345

2. “Covered entity,” “health care provider,” “individually identifiable health information,” and “protected health information” have the meanings provided under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or its implementing regulations.

3. This authorization covers disclosure of PHI for the following coverage period: the period of health care beginning from April 21, 2026 through to the present and into future periods of health care.

4. This authorization is effective immediately and expires 1 year after my death, unless revoked by me in writing. I understand that I have the right to revoke this authorization, in writing, at any time; however, I also understand that a revocation is ineffective as to any third party covered by this authorization until actually received by it, and to the extent that any third party covered by this authorization has already acted in reliance on my authorization. Proof of receipt of my written revocation may be by return receipt for certified or registered mail, or by any other digital or paper receipt evidencing actual receipt by the third party covered by this authorization, including by email with delivery confirmation or fax with send confirmation.

5. Copies or facsimiles of this instrument are as valid as the original. This authorization releases any third party covered by this authorization that acts in reliance on it, regardless of how it was received, from any liability that attaches to it for disclosing PHI

to my agent. No third party covered by this authorization is responsible for the acts of my agent.

6. My agent is authorized to sign any documents that he or she considers appropriate to obtain PHI; however, no third party covered by this authorization may condition its compliance with this authorization on receipt of an indemnity or release directly from the agent. My agent is authorized to take any legal action necessary, including the filing of suit, to acquire PHI from a third party covered by this authorization that fails or refuses to fulfill a request made to them for PHI under this authorization.

7. I understand that PHI disclosed pursuant to this authorization to my agent may be subject to re-disclosure by them and may no longer be protected by applicable federal and state privacy laws.

8. I understand that my treatment, payment, enrollment, or eligibility for benefits cannot be conditioned on whether I sign this authorization.

Signed this 1st day of June, 2026.

Tina Diane Testator

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO before me on this 1st day of June, 2026, by Tina Diane Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs
960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

HIPAA RELEASE AND AUTHORIZATION OF STEVEN TESTATOR

Authorization for Disclosure of Protected Health Information

1. I, **Steven Testator**, authorize any health care provider or other covered entity (collectively referred to below as “third party covered by this authorization”), upon request, to disclose any or all of the individually identifiable health information about me, and which constitutes my protected health information (“PHI”) for the coverage period specified below, to each of the following named individuals or entities:

Name: **Tina Diane Testator**

Address: 123 Main Street, San Antonio, TX 78216

Telephone Number: 210-123-1234

Name: **Billy Brown**

Address: 543 Avenue B, New York, NY 10282

Telephone Number: 212-432-1236

2. “Covered entity,” “health care provider,” “individually identifiable health information,” and “protected health information” have the meanings provided under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or its implementing regulations.

3. This authorization covers disclosure of PHI for the following coverage period: all past, present and future periods of health care.

4. This authorization is effective immediately and has no expiration, unless revoked by me in writing prior to that time. I understand that I have the right to revoke this authorization, in writing, at any time; however, I also understand that a revocation is ineffective as to any third party covered by this authorization until actually received by it, and to the extent that any third party covered by this authorization has already acted in reliance on my authorization. Proof of receipt of my written revocation may be by return receipt for certified or registered mail, or by any other digital or paper receipt evidencing actual receipt by the third party covered by this authorization, including by email with delivery confirmation or fax with send confirmation.

5. Copies or facsimiles of this instrument are as valid as the original. This authorization releases any third party covered by this authorization that acts in reliance on it, regardless of how it was received, from any liability that attaches to it for disclosing PHI to my agent. No third party covered by this authorization is responsible for the acts of my agent.

6. My agent is authorized to sign any documents that he or she considers appropriate to obtain PHI; however, no third party covered by this authorization may condition its compliance with this authorization on receipt of an indemnity or release directly from the agent. My agent is authorized to take any legal action necessary, including the filing of suit, to acquire PHI from a third party covered by this authorization that fails or refuses to fulfill a request made to them for PHI under this authorization.

7. I understand that PHI disclosed pursuant to this authorization to my agent may be subject to re-disclosure by them and may no longer be protected by applicable federal and state privacy laws.

8. I understand that my treatment, payment, enrollment, or eligibility for benefits cannot be conditioned on whether I sign this authorization.

Signed this 1st day of June, 2026.

Steven Testator

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO before me on this 1st day of June, 2026, by Steven Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

**DECLARATION OF APPOINTMENT OF GUARDIAN FOR MY CHILDREN
IN THE EVENT OF MY DEATH OR INCAPACITY**

1. I, Tina Diane Testator, make this declaration to appoint as guardian for my children, listed as follows, in the event of my death or incapacity:

Charlie Child
Charlotte Child

2. I designate **Julie and Marty Carter** to serve as co-guardians of the person and estate of my children, and **Sandra Smith** as first alternate guardian of the person and estate of my children.

3. I direct that the guardian of the persons of my children serve with bond.

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

Signed this 1st day of June, 2026.

SELF-PROVING AFFIDAVIT

I, Tina Diane Testator, as Declarant, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Declaration of Appointment of Guardian for My Children in the Event of My Death or Incapacity, 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 1st day of June, 2026.

Tina Diane Testator, Declarant

The undersigned, Wally Witness, and Wanda Witness, 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 Appointment of Guardian for the Declarant’s Children in the Event of Declarant’s Death or Incapacity 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 1st day of June, 2026.

Wally Witness, Witness

Wanda Witness, Witness

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SUBSCRIBED AND SWORN TO BEFORE ME by Tina Diane Testator, Declarant, and by Wally Witness and Wanda Witness, Witnesses, this 1st day of June, 2026.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
TXdocs

960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

**DECLARATION OF APPOINTMENT OF GUARDIAN FOR MY CHILD
IN THE EVENT OF MY DEATH OR INCAPACITY**

1. I, Steven Testator, make this declaration to appoint as guardian for my child, listed as follows, in the event of my death or incapacity:

Charlie Child

2. I designate **Julie and Marty Carter** to serve as co-guardians of the person and estate of my child, and **Billy Brown** as first alternate guardian of the person and estate of my child.

3. I direct that the guardian of the person of my child serve with bond.

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

Signed this 1st day of June, 2026.

SELF-PROVING AFFIDAVIT

I, Steven Testator, as Declarant, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my Declaration of Appointment of Guardian for My Child in the Event of My Death or Incapacity, 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 1st day of June, 2026.

Steven Testator, Declarant

The undersigned, Wally Witness, and Wanda Witness, 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 Appointment of Guardian for the Declarant’s Child in the Event of Declarant’s Death or Incapacity 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 1st day of June, 2026.

Wally Witness, Witness

Wanda Witness, Witness

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SUBSCRIBED AND SWORN TO BEFORE ME by Steven Testator, Declarant, and by Wally Witness and Wanda Witness, Witnesses, this 1st day of June, 2026.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
TXdocs

960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

**MEDICAL POWER OF ATTORNEY FOR MINOR CHILD
DESIGNATION OF HEALTH CARE AGENT**

We, Tina Diane Testator and Steven Testator, appoint:

Name: **Julie Carter**
Address: 78723 County Rd #5, Silverthorne, CO 80498
Telephone Number: 719-254-7073

as the agent to make any and all health care decisions (except to the extent we state otherwise in this document) for our child:

<u>Name</u>	<u>Social Security Number</u>
Charlie Child	123-12-1234

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

NONE

DESIGNATION OF ALTERNATE AGENT

Note: 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 person designated as my agent is unable or unwilling to make health care decisions for our child named above, we designate the following persons to serve as our agent to make health care decisions for our child named above as authorized by this document, who serve in the following order:

1. Alternate Agent

Name: **Marty Carter**
Address: 78723 County Rd #5, Silverthorne, CO 80498
Telephone Number: 719-254-7077

LOCATION OF ORIGINAL DOCUMENT

The original of this document is kept at: Safe in the bedroom closet

The following individual or institution has copies of the signed originals:

Name: Julie Carter
Address: 78723 County Rd #5, Silverthorne, CO 80498

DURATION

We understand that this power of attorney exists indefinitely from the date We execute this document unless We establish a shorter time or revoke the power of attorney.

This power of attorney ends on the following date: Indefinite

PRIOR DESIGNATIONS REVOKED

We revoke any prior durable power of attorney for health care for our child named above.

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 your minor child in accordance with your wishes, including your religious and moral beliefs, when you are not available to make them. Because “*health care*” means any treatment, service, or procedure to maintain, diagnose, or treat your minor child’s physical or mental condition(s), your agent has the power to make a broad range of health care decisions for your minor child. 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 your minor child to be transferred to another physician.

Your agent’s authority is effective when you are not available or you are unable to make health care decisions for your minor child, including 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 your minor child’s 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 it to make sure 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 child's health or residential care provider (e.g., your child's physician or an employee of a home health agency, hospital, nursing home, or residential care home, other than a relative), that person has to choose between acting as your agent or as your child's health or residential care provider; the law does not permit a person to do both at the same time.

You should inform the person you appoint that you want the person to be your minor child's 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 your minor child as long as you are able to make those decisions, and treatment cannot be given to your minor child or stopped over your objection. You have the right to revoke the authority granted to your agent by informing your agent or your minor child's 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 the 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 your child.

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.

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 or your minor child's estate after any of your deaths under a will or codicil executed by you or by operation of law;
4. your child's attending physician;
5. an employee of your child's attending physician;
6. an employee of a health care facility in which your minor child is a patient if the employee is providing direct patient care to your minor child 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 power of attorney is executed, has a claim against any part of your or your minor child's estate after any of your deaths.

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

We sign our names to this medical power of attorney for our child on this 1st day of June, 2026, in Bexar County, Texas.

Tina Diane Testator, Parent of Charlie Child

Steven Testator, Parent of Charlie Child

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF BEXAR

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This document was acknowledged before me on this 1st day of June, 2026, by Tina Diane Testator.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BEXAR

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This document was acknowledged before me on this 1st day of June, 2026, by Steven Testator.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

TXdocs
960 Coronado Blvd.
Second Floor
Universal City, TX 78148
(987) 654-3210

**HIPAA RELEASE AND AUTHORIZATION FOR
CHARLIE CHILD AND CHARLOTTE CHILD**

1. We, Tina Diane Testator and Steven Testator, authorize any health care provider or other covered entity (collectively referred to below as “third party covered by this authorization”), upon request, to disclose any or all of the individually identifiable health information about our children, Charlie Child and Charlotte Child, and which constitutes protected health information (“PHI”), to each of the following named individuals (“Authorized Recipients”):

Julie Carter

Marty Carter

2. “Covered entity”, “health care provider”, “individually identifiable health information” and “protected health information” have the meanings provided under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or its implementing regulations.

3. This authorization covers disclosure of PHI for all past, present and future periods of health care.

4. This authorization is effective immediately and has no expiration date, unless revoked by us in writing. We understand that we have the right to revoke this authorization, in writing, at any time; however, we also understand that a revocation is ineffective as to any third party covered by this authorization until actually received by said third party, and to the extent that any third party covered by this authorization has already acted in reliance on our authorization. Proof of receipt of our written revocation may be by return receipt for certified or registered mail, or by any other digital or paper receipt evidencing actual receipt by the third party covered by this authorization, including by email with delivery confirmation or fax with send confirmation.

5. Copies or facsimiles of this instrument are as valid as the original. This authorization releases any third party covered by this authorization that acts in reliance on it, regardless of how it was received, from any liability that attaches to it for disclosing PHI to the named Authorized Recipients. No third party covered by this authorization is responsible for the acts of Authorized Recipients.

6. I understand that PHI disclosed pursuant to this authorization to an Authorized Recipient may be subject to re-disclosure by them and may no longer be protected by applicable federal and state privacy laws.

7. I understand that our children's treatment, payment, enrollment, or eligibility for benefits cannot be conditioned on whether we sign this authorization.

Signed this 1st day of June, 2026.

Tina Diane Testator

Steven Testator

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO before me by Tina Diane Testator on this 1st day of June, 2026.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF BEXAR

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SUBSCRIBED AND SWORN TO before me by Steven Testator on this 1st day of June, 2026.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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Answers to Frequently Asked Estate Planning Questions

1. Document Storage and Access

Question	Answer
Where should I keep my original documents?	The best option is a safe deposit box (protected from fire/flood), provided you name a joint holder (like your Executor or Trustee) for easy access after death. Other options include a secure home safe (preferably bolted down) or a plastic bag in the freezer (surprisingly safe from fire/flood). Your attorney will not store your originals.
How can someone access a Will in a safe deposit box after I die?	1. Joint Holder: The easiest way is for a joint holder to access the box without delay. 2. Texas Law: A spouse, child, grandchild, or named Executor can examine the contents in the presence of a bank employee, who is then required to send the Will to the court. 3. Court Order: Going to court for an order is the last resort.
Should I give copies of my documents to family/Executor?	It depends on your preference for privacy and family dynamics. If your plan is complex, unequal, or if you value privacy, don't distribute copies. If you have an open relationship and the estate is simple, providing copies can prevent arguments later, but remember to update everyone when you make a change.
Can I make a minor change to my Will without a lawyer?	Yes, but it's risky. You can use a handwritten amendment (codicil), which must be entirely in your handwriting, dated, and signed (no witnesses needed). For any important change, always hire a lawyer to ensure it's legally valid and doesn't conflict with the rest of your Will.

2. Guardianship of Minor Children

Question	Answer
Who cares for my children immediately after my death?	This is highly situational. If both parents die, the police or Child Protective Services (CPS) will take immediate charge. They will seek to place children with a trusted relative or friend, checking criminal records first. If no suitable person is immediately available, the children may go to CPS until a judge formally appoints a permanent guardian.
How can I prevent unwanted relatives from taking temporary custody?	You can state your preferences (who you want/don't want) in your Will or a witnessed/notarized document. However, these documents may not be immediately available to the police. To maximize control, ensure a preferred individual (like the guardian named in your Will) is available and informed.
Where do I name a permanent guardian?	You must name your desired guardian (and alternates) in your Will. You can name one person, or two people if they are married to each other.

3. Gifts and Accounts for Education

Question	Answer
What gifts are tax-free?	You can give any person up to \$19,000 per year without gift tax consequences (Annual Exclusion). If married, you and your spouse can split the gift for a total of \$38,000 per recipient. You can also pay tuition or medical expenses for any person directly to the institution/provider without counting against the annual limit.
What if I gift over the annual	You must file a gift tax return (Form 709). The excess amount will reduce your lifetime estate/gift tax

Question	Answer
exclusion amount?	exemption (currently \$13.99 million in 2025, but increasing to \$15 million in 2026.) You only pay gift tax once you use up the entire lifetime exemption.
Are 529 accounts a good way to save for college?	Yes. They offer tax-free growth and withdrawals for qualified education expenses. A major advantage is the ability to make a lump-sum gift of five years of the annual exclusion amount at once. The contributor retains control of the funds.
Can I take money back from a UTMA account?	No. Gifts to a Uniform Transfers to Minors Account (UTMA) are irrevocable and legally belong to the minor. Removing the funds for your personal use is illegal. The funds must be turned over to the child when they reach the age specified by law (usually 21 in Texas).

4. Trusts (Revocable, Bypass, and QITs)

Question	Answer
When is a Living (Revocable) Trust appropriate?	A Living Trust is most appropriate when you want to avoid probate entirely (especially if you own property in multiple states), seek greater privacy over your assets, or want to name a reliable successor to manage your finances upon incapacity.
What are the drawbacks of a Living Trust?	It is time-consuming and sometimes frustrating to set up and fund (retitle assets). It is more complex than a simple Will and requires you to manage your life out of the trust. It will not significantly reduce costs for taxable estates (over the \$13.99M exemption).
Living Trust vs. Bypass Trust:	A Living Trust is a revocable arrangement created <i>during life</i> to hold property and avoid probate. A Bypass Trust is typically an irrevocable trust created <i>at death</i>

Question	Answer
	(by a Will or Living Trust) to shelter the deceased spouse's federal estate tax exemption, ensuring the combined estate passes tax-free.
What is a Qualified Income Trust (QIT)?	Formerly a "Miller Trust," a QIT is a document used in Texas to help an individual qualify for Medicaid nursing home coverage. It is required for applicants whose income is too high for Medicaid, but who meet the asset limit (\$2,000). The QIT legally diverts excess income to the trust to meet the eligibility threshold.
Why set up an Irrevocable Life Insurance Trust (ILIT)?	An ILIT removes the insurance proceeds from the insured person's taxable estate, ensuring the money passes tax-free and creditor-free to the beneficiaries. It can also be structured for Generation Skipping to benefit grandchildren without further estate taxes.

5. Tax and Inheritance (Basis)

Question	Answer
How does "stepped-up basis" work for inherited stock?	When you inherit stock, your cost basis automatically "steps up" to the stock's fair market value on the date of death. This allows you to sell the stock with little to no capital gains tax on the appreciation that occurred during the decedent's lifetime. If the stock had been gifted to you before death, you would have taken the donor's low original cost basis.
Is this step-up available on all inherited property?	Yes, it applies to most inherited assets. In Community Property states like Texas, the surviving spouse receives a step-up on both their half and the deceased spouse's half of the community property, which is a significant tax benefit.

6. Powers of Attorney

Question	Answer
What's the difference between a Medical Power of Attorney and a Directive to Physicians?	<p>- Medical Power of Attorney: Appoints an Agent to make <i>all</i> medical decisions for you if you cannot make them yourself.</p> <p>- Directive to Physicians (Living Will): Expresses your specific wishes about the use of life-sustaining treatment if you are in a terminal or irreversible condition (i.e., when to "pull the plug"). Most people execute both documents.</p>
Can my Medical Agent override my Directive?	No. Texas law requires your physician and your Medical Agent to act in accordance with your Directive to Physicians if the medical condition is terminal or irreversible. It is best practice to include a provision in your Medical Power of Attorney requiring your Agent to comply with your Directive.

7. Probate in Texas

Question	Answer
Which assets are handled outside of probate?	Assets that pass directly to a named beneficiary do not go through probate. This includes: Life insurance, Retirement accounts/IRAs, Payable-on-Death (POD) or Transfer-on-Death (TOD) accounts, and Joint Tenancy with Right of Survivorship accounts. Assets held in a Trust also pass outside of probate.
Must a Will be probated?	No, there is no requirement to probate a Will, regardless of the estate's value. A Will is only probated if it is the method needed to legally change the title of an asset (e.g., real estate or bank accounts held only in the deceased's name).

Question	Answer
Probate vs. Estate Tax Threshold:	These are different. Probate is the process of transferring asset title. The \$13.99 million figure is the threshold for filing a Federal Estate Tax Return (Form 706), which includes all assets, including life insurance.
What is a Muniment of Title (MOT)?	A simplified, less expensive form of probate used in Texas when the estate has no debts (other than real estate mortgages) and no need for a formal administration. The court order confirming the Will as a MOT is the legal proof needed to transfer title to assets like real estate.
Can a lay person probate a Will without a lawyer in Texas?	Generally, no.