



Explanation of TCDRS Durable Power of Attorney

The durable power of attorney on the reverse side includes language acceptable to the Texas County & District Retirement System (TCDRS). Please note the following requirements:

The authority granted under this power of attorney form is limited and relates only to an interest the member/annuitant has in the retirement and optional death benefit programs administered by TCDRS.

The authority granted under this power of attorney form may be exercised by the attorney-in-fact on behalf of the member/annuitant notwithstanding later disability or incompetence of the member/annuitant. Because this power of attorney is not automatically terminated by disability, it is called a durable power of attorney.

To be effective this durable power of attorney must be signed by the principal and witnessed by a notary public.

This power of attorney form is forwarded as an example of a durable power of attorney that would be accepted by TCDRS. The member/annuitant should talk with an attorney with respect to this document's acceptability for other purposes.

You may submit an original or a certified copy of the power of attorney. A photocopy is also acceptable provided it is legible and shows all required seals and signatures. Any original or certified copies will be returned to you upon your request.

Should the member/annuitant wish to revoke a power of attorney on file with TCDRS, a true and correct copy of a written revocation signed by the principal must be filed with TCDRS.

Information provided to TCDRS is maintained for administration of your benefits. If you have questions about your information, or believe that information provided to TCDRS may be incorrect, please call TCDRS Member Services.

The durable power of attorney must be filed with TCDRS to be valid.

The acceptance of appointment can be filed with TCDRS separately from the durable power of attorney.

A durable power of attorney filed with TCDRS is valid without a completed acceptance of appointment.



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, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, _____
(insert your name and address)

appoint _____,
(insert the name and address of the person appointed), _____
(relationship)

as my agent (attorney-in-fact) to act for me in any lawful way with respect to any interest I have in the retirement and any optional death benefit programs administered by the Texas County & District Retirement System (TCDRS), including, but not limited to, filing applications, making benefit elections, designating beneficiaries, endorsing checks, receiving funds and exercising any power with respect to retirement transactions as that power is construed under Section 503 of the Durable Power of Attorney Act.

I further give and grant unto my said attorney-in-fact full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

I hereby bind myself to indemnify and hold harmless any third party for any and all loss or damage, including liability, which said third party may at any time sustain or incur in connection with having accepted and acted under this Power of Attorney.

This Power of Attorney shall not terminate on my disability. This Power of Attorney is effective upon the date of signature before a Notary Public. Revocation of this Power of Attorney is not effective as to any third party, including, but not limited to, TCDRS, until the third party receives actual notice of the revocation.

Principal's Signature

Effective Date of Power of Attorney

Social Security Number

STATE OF TEXAS COUNTY OF _____

This Power of Attorney was subscribed, sworn to, and acknowledged before me on _____ day of

_____, _____ by _____
Month Year Principal's Name

Notary Public in and for the State of Texas

(SEAL)

Printed Name of Notary

Notary Commission Expires



Acceptance of Appointment

I, _____ (print name), have read the foregoing Power of Attorney and am the person identified therein as Agent (attorney-in-fact) for _____ (name of grantor of power of attorney) _____ (SSN of grantor of power of attorney), the Principal named therein. I hereby acknowledge the following:

- I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal.
- I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.
- I must protect, conserve and exercise prudence and caution in my dealings with the Principal's funds and other assets.
- I must keep a full and accurate record of my acts, receipts and disbursements on behalf of the Principal. I understand my duty to inform and account for my actions in the manner described on the reverse side of this acceptance.
- I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.
- I agree that I will notify TCDRS of the death of the Principal immediately.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

_____ Date _____ Signature

_____ Address _____ Relationship



Durable Power of Attorney Act

§ 489B. Duty to Inform and Account

- (a) The attorney in fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.
- (b) The attorney in fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney in fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney in fact or agent.
- (c) The attorney in fact or agent shall maintain records of each action taken or decision made by the attorney in fact or agent.
- (d) The principal may demand an accounting by the attorney in fact or agent. Unless otherwise directed by the principal, the accounting shall include:
 - (1) the property belonging to the principal that has come to the attorney in fact's or agent's knowledge or into the attorney in fact's or agent's possession;
 - (2) all actions taken or decisions made by the attorney in fact or agent;
 - (3) a complete account of receipts, disbursements, and other actions of the attorney in fact or agent, including their source and nature, with receipts of principal and income shown separately;
 - (4) a listing of all property over which the attorney in fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney in fact or agent;
 - (5) the cash balance on hand and the name and location of the depository where the balance is kept;
 - (6) all known liabilities; and
 - (7) such other information and facts known to the attorney in fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.
- (e) Unless directed otherwise by the principal, the attorney in fact or agent shall also provide to the principal all documentation regarding the principal's property.
- (f) The attorney in fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.