

LAST WILL AND TESTAMENT

OF

LOU BOCK

I, **Lou Bock**, a resident of and domiciled in the State of Texas, make, publish and declare this to be my Last Will and Testament, revoking all wills and codicils at any time heretofore made by me.

FIRST: I direct that the expenses of my last illness and funeral, the expenses of the administration of my estate, and all estate, inheritance and similar taxes payable with respect to property included in my estate, whether or not passing under this will, and any interest or penalties thereon, shall be paid out of my residuary estate, without apportionment and with no right of reimbursement from any recipient of any such property (including reimbursement under Section 2207B of the Internal Revenue Code). Any generation-skipping transfer tax under Chapter 13 of the Internal Revenue Code shall be charged to the property constituting the generation-skipping transfer on which such tax is imposed, as provided in Section 2603(b) of the Code. I authorize my Executor to elect to defer the payment of taxes under Section 6166 of the Internal Revenue Code or applicable state law and, if such election is made, to charge interest on the deferred tax to income or principal and to create a lien on property belonging to my estate for the deferred tax under Section 6324A of the Code or applicable state law.

SECOND: It is my desire that, upon my death, my body be cremated.

THIRD: I give all tangible personal property owned by me at the time of my death, including without limitation personal effects, clothing, jewelry, furniture, furnishings, household goods, automobiles and other vehicles, together with all insurance policies relating thereto, to my wife Lottie Bock, if she survives me, or if she does not survive me, in accordance with a written memorandum which I intend to prepare and sign, disposing of such property or any part thereof, as permitted by Texas law. If I sign more than one such memorandum, the memorandum which bears a date later than that of any other such memorandum shall govern. I intend to leave such a memorandum at my death, but if no such memorandum is found and identified as such by my Executor within thirty days after the probate of this will, any such memorandum thereafter found shall be deemed null and void. In the absence of such a memorandum, or to the extent that such memorandum fails to effectively dispose of any such property for any reason, including the death of any beneficiary, I give such property or the portion not effectively disposed of to those of my children Lou Bock, Jr. and Sam Bock who survive me, in substantially equal shares, to be divided between them as they shall agree, or if they cannot agree, or if either of them shall be under the age of twenty-one (21) years, as my Executor shall determine. If any of said children shall be under the age of twenty-one (21) years at my death, my Executor may sell any property bequeathed to said child under this Article

THIRD, as my Executor may deem appropriate, or my Executor may hold such property or any proceeds thereof, without bond, surety or other security, until said child attains said age or such earlier time as my Executor may deem proper to deliver any such property or proceeds to said child, or to said child's guardian or any person with whom said child resides for the use of said child, or, if there is a separate trust for the benefit of said child, to my Trustees to be administered as a part of said trust. All costs incurred by my Executor in connection with obtaining possession, appraising, safeguarding, delivering or selling such property shall be paid as expenses of administering my estate. As used herein, "tangible personal property" does not include stocks, bonds, securities, contracts, rights in action, money, bank accounts, or any real property or interest in real property.

FOURTH: I give to Ralph Jones the smallest portion of my estate, if any, required to be given to Ralph Jones under applicable law, after taking into account the aggregate value of any other property passing to Ralph Jones under this will or otherwise. It is my desire and intent that Ralph Jones be disinherited by me to the fullest extent permitted by law. All provisions of this will, including without limitation any provisions which may refer to persons taking by intestacy, shall be construed to effectuate such disinheritance of Ralph Jones.

FIFTH: I give the sum of \$200,000.00 in trust for the benefit of Sally Mae Bock or any similar pets which I may have upon my death (the "pets"). The Trustee of this trust shall be Larry Bock. If Larry Bock cannot serve, my Executor may appoint a successor Trustee. The Trustee shall pay or apply so much of the interest and principal of this trust as may be sufficient to provide and care for the pets in the manner to which the pets were accustomed during my lifetime or to provide a suitable home for the pets elsewhere. I have discussed with the Trustee the type of care I wish to have provided for the pets, including issues such as when it may be best to put a pet to sleep to prevent its suffering. I have confidence that the Trustee will carry out these wishes. This pet trust shall terminate upon the death of all of the pets or at the end of 21 years from the date of my death. Any remaining funds in this trust shall be disposed of as follows: to the Lubbock Friends of Animals Charitable Trust.

SIXTH: I give all the rest, residue and remainder of my property and estate, both real and personal, of whatever kind and wherever located, that I own or to which I shall be in any manner entitled at the time of my death (collectively referred to as my "residuary estate"), as follows:

- (a) If my wife Lottie Bock survives me, to my wife outright.
- (b) If my wife does not survive me, then to those of my children who survive me and to the issue who survive me of those of my children who shall not survive me, per stirpes. If, however, any such child then shall be under the age of thirty-five (35) years (each such child being hereinafter referred to as a "Beneficiary"), the share of such Beneficiary shall not be paid or distributed to such Beneficiary but instead shall be given to my Trustees and held by my Trustees, **IN TRUST**, pursuant to the following provisions:

(i) My Trustees shall hold, manage, invest and reinvest each share set aside for each Beneficiary in a separate trust for the benefit of such Beneficiary and shall pay all or any part of the net income from each such trust to or for the benefit of the Beneficiary thereof, for the health, education, maintenance and support of the Beneficiary, to such extent and at such time or times and in such manner as may be determined in the absolute discretion of my Trustees. Any net income not so paid shall be accumulated and added to principal at least annually and thereafter shall be held, administered and disposed of as a part thereof.

(ii) In addition, my Trustees may pay to or for the benefit of each Beneficiary, for the health, education, maintenance and support of each Beneficiary, from the principal of each Beneficiary's trust, such amounts, including the whole thereof, as determined by my Trustees in their absolute discretion.

(iii) When any Beneficiary shall attain the age of twenty-five (25) years, one third of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary. When any Beneficiary shall attain the age of thirty (30) years, one half of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary. If any Beneficiary is twenty-five (25) years of age or older, but under thirty (30), upon the creation of such Beneficiary's trust, one third of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary, discharged of trust. If any Beneficiary is thirty (30) years of age or older upon the creation of such trust, two thirds of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary, discharged of trust.

(iv) When any Beneficiary shall attain the age of thirty-five (35) years, the trust for such Beneficiary shall terminate and any remaining principal and income shall be paid and distributed to such Beneficiary, discharged of trust. If such Beneficiary dies before said age, such principal and income shall be paid and distributed to, or held in further trust for the benefit of, such one or more persons, corporations or other entities (other than such Beneficiary, creditors of such Beneficiary, the estate of such Beneficiary, or creditors of the estate of such Beneficiary), to such extent, in such amounts and proportions and in such lawful interests or estates, whether absolute or in trust, as such Beneficiary may appoint by specific reference to this power of appointment in the last will and testament of such Beneficiary, executed after attaining majority and admitted to probate, or absent such appointment (or absent my

Trustees receiving notice of the existence of such a will within 3 months after the death of such Beneficiary) such principal and income shall be paid and distributed to any then living issue of such Beneficiary, in equal shares per stirpes, or if such Beneficiary has no issue to my then living issue, in equal shares per stirpes. If any such issue is a beneficiary of a trust under this will, the same may be held in accordance with such trust. If there are no then living issue, the same shall be paid and distributed to the beneficiaries of my residuary estate then in being as provided in this will, or if there are none, to those who would take from me as if I were then to die without a will, unmarried and the absolute owner of the same, and a resident of the State of Texas.

(c) If my wife does not survive me and there shall be no issue of mine then living, I give my residuary estate to those who would take from me as if I were then to die without a will, unmarried and the absolute owner of my residuary estate, and a resident of the State of Texas.

SEVENTH: I authorize my Executor, in addition to any rights conferred by law and in the absolute discretion of my Executor, and without the consent of any court having jurisdiction over my estate, to disclaim or renounce, in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any legacy, devise, or interest in or privilege or power over any trust or other disposition provided for my benefit under the will or other instrument of any person at any time within nine months after the date of the transfer (whether by reason of such person's death or otherwise) which created an interest in me.

I authorize any person, in addition to any rights conferred by law, at any time within nine months after my death, to disclaim or renounce, in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any devise, legacy, interest, right, privilege, or power granted to that person by this will. Any such disclaimer or renunciation shall be made by a duly acknowledged, irrevocable, written instrument executed by that person or by his or her conservator, guardian, committee, attorney-in-fact, executor, or administrator, delivered to my Executor and filed in accordance with any requirements of applicable law.

If my wife shall disclaim or renounce all or any part of any bequest to her under this will, or of any property passing to her outside this will, by operation of law, beneficiary designation, or otherwise, I direct that such property shall be disposed of in accordance with the provisions of Article EIGHTH hereof, recognizing that my wife, as income beneficiary of the trust created pursuant thereto, will be entitled to income therefrom.

EIGHTH: If my wife Lottie Bock shall disclaim or renounce any property, as provided for in Article SEVENTH above, or if any property is directed to the following Credit Shelter Trust by operation of law, beneficiary designation, conveyance or otherwise, I give such property to my Trustees, **IN TRUST**, to hold the same in accordance with the following provisions (the "Credit Shelter Trust"):

(a) My Trustees shall manage, invest and reinvest said sum and shall pay the entire net income therefrom to or for the benefit of my wife, from and after my death and for so long as my wife lives, in quarter-annual or more frequent intervals as determined by my Trustees in their absolute discretion.

(b) My wife shall have the right to withdraw from the principal of this trust, in each calendar year, an amount not exceeding the greater of \$5,000 or five percent of the principal of the trust valued as of the date the request to withdraw is made by written notice to my Trustees. Such right to withdraw shall not be cumulative from year to year. In addition, my Trustees may pay to or for the benefit of my wife, for her health, education, maintenance and support, from the principal of this trust, such amounts, including the whole thereof, as determined by my Trustees in their absolute discretion.

(c) Upon the death of my wife, I direct that the principal of this trust then remaining shall be paid and distributed to my then living issue, in equal shares per stirpes. If any child of mine then shall be under the age of thirty-five (35) years (each such child being hereinafter referred to as a "Beneficiary"), the share of such Beneficiary shall not be paid or distributed to such Beneficiary but instead shall be held by my Trustees, **IN TRUST**, pursuant to the following provisions:

(i) My Trustees shall hold, manage, invest and reinvest each share set aside for each Beneficiary in a separate trust for the benefit of such Beneficiary and shall pay all or any part of the net income from each such trust to or for the benefit of the Beneficiary thereof, for the health, education, maintenance and support of the Beneficiary, to such extent and at such time or times and in such manner as may be determined in the absolute discretion of my Trustees. Any net income not so paid shall be accumulated and added to principal at least annually and thereafter shall be held, administered and disposed of as a part thereof.

(ii) In addition, my Trustees may pay to or for the benefit of each Beneficiary, for the health, education, maintenance and support of each Beneficiary, from the principal of each Beneficiary's trust, such amounts, including the whole thereof, as determined by my Trustees in their absolute discretion.

(iii) When any Beneficiary shall attain the age of twenty-five (25) years, one third of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary. When any Beneficiary shall attain the age of thirty (30) years, one half of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary. If any Beneficiary is twenty-five (25) years of age or older, but under thirty (30), upon the creation of such Beneficiary's trust, one third of the principal of

such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary, discharged of trust. If any Beneficiary is thirty (30) years of age or older upon the creation of such trust, two thirds of the principal of such Beneficiary's trust then remaining shall be paid and distributed to such Beneficiary, discharged of trust.

(iv) When any Beneficiary shall attain the age of thirty-five (35) years, the trust for such Beneficiary shall terminate and any remaining principal and income shall be paid and distributed to such Beneficiary, discharged of trust. If such Beneficiary dies before said age, such principal and income shall be paid and distributed to, or held in further trust for the benefit of, such one or more persons, corporations or other entities (other than such Beneficiary, creditors of such Beneficiary, the estate of such Beneficiary, or creditors of the estate of such Beneficiary), to such extent, in such amounts and proportions and in such lawful interests or estates, whether absolute or in trust, as such Beneficiary may appoint by specific reference to this power of appointment in the last will and testament of such Beneficiary, executed after attaining majority and admitted to probate, or absent such appointment (or absent my Trustees receiving notice of the existence of such a will within 3 months after the death of such Beneficiary) such principal and income shall be paid and distributed to any then living issue of such Beneficiary, in equal shares per stirpes, or if such Beneficiary has no issue to my then living issue, in equal shares per stirpes. If any such issue is a beneficiary of a trust under this will, the same may be held in accordance with such trust. If there are no then living issue, the same shall be paid and distributed to the beneficiaries of my residuary estate then in being as provided in this will, or if there are none, to those who would take from me as if I were then to die without a will, unmarried and the absolute owner of the same, and a resident of the State of Texas.

NINTH: I authorize my Executor to allocate any amount of the exemption from generation-skipping transfer (GST) taxes under Section 2631(a) of the Internal Revenue Code to such property of which I am the transferor as my Executor shall select, in the absolute discretion of my Executor, whether or not such property passes under this will, including property transferred by me during life, whether or not I allocated any GST exemption to such property during my life, and without any duty to favor beneficiaries under this will over beneficiaries of property passing outside this will.

TENTH: The determination of my Trustees as to the amount or advisability of any discretionary payment shall be final and conclusive on all persons, whether or not then in being, having or claiming any interest in such trust.

No disposition, charge or encumbrance on any income or principal of any trust hereunder or my estate by any beneficiary thereof shall be valid or binding upon my Executor or Trustees. No beneficiary shall have the right to assign, transfer, sell, pledge, encumber, anticipate or otherwise dispose of any such income or principal until the same shall be paid to such beneficiary by my Executor or Trustees. No such income or principal shall be subject in any manner to any claim of any creditor of any voluntary or involuntary creditor of any beneficiary or liable to attachment, execution or other legal or equitable process prior to its actual receipt by the beneficiary. The right of any beneficiary to any income or principal hereunder shall be subject to all charges or deductions which my Executor or Trustees may make under law or any provision of this will. Upon making any payment of income or principal from any trust hereunder or my estate, my Executor and Trustees shall be released fully from all further liability therefor.

If any beneficiary under this will shall contest, obstruct or otherwise resist the probate hereof, or start or join in any proceeding tending to avoid or set aside any provision of this will, such beneficiary thereby shall forfeit all bequests and rights conferred upon such beneficiary hereunder, and this will shall be given effect in all respects as if such beneficiary had predeceased me.

ELEVENTH: If any principal or income of my estate or any trust hereunder vests in absolute ownership in a minor or incompetent, my Executor or Trustees, at any time and without court authorization, may: distribute the whole or any part of such property to the beneficiary; or use the whole or any part for the health, education, maintenance and support of the beneficiary; or distribute the whole or any part to a guardian, committee or other legal representative of the beneficiary, or to a custodian for the beneficiary (including a custodian appointed by my Executor or Trustees without court order) under any gifts to minors or transfers to minors act, or to the person or persons with whom the beneficiary resides. Evidence of any such distribution or the receipt therefor executed by the person to whom the distribution is made shall be a full discharge of my Executor and Trustees from any liability with respect thereto, even though my Executor or Trustees may be such person.

If such beneficiary is a minor, my Executor or Trustees may defer the distribution of the whole or any part of such property until the beneficiary attains the age of twenty-one (21) years, and may hold the same as a separate fund for the beneficiary with all of the powers described in Article TWELFTH hereof. If the beneficiary dies before attaining said age, any balance shall be paid and distributed to the estate of the beneficiary.

The word "minor" wherever used in this Article ELEVENTH shall mean any person who shall be under the age of twenty-one (21) years.

TWELFTH: My Executor and Trustees shall have all of the powers provided in the Texas Probate Code and Trust Code, as amended, or any successor thereto, and the powers conferred by law upon fiduciaries in every jurisdiction in which my Executor and Trustees may act. In addition, the following powers are conferred upon both my Executor and Trustees, exercisable in the absolute discretion of my Executor and Trustees, as the case may be:

(a) To retain and hold any property for any period, whether or not the property is of the character permissible for investment by fiduciaries under any applicable law, and without regard to the effect the retention may have upon diversification of investments.

(b) To sell, exchange, grant options on, transfer or otherwise dispose of any property, real or personal, at public or private sale, for cash or on credit, secured or unsecured, at such time or times, in such manner and upon such terms and conditions as my Executor or Trustees shall deem advisable.

(c) To invest and reinvest in common or preferred stocks, bonds, securities, mortgages or similar instruments, investment trusts, common trust funds, mutual funds, regulated investment companies, evidences of rights or interests, and other property, real or personal, domestic or foreign, whether or not the investments are permissible for fiduciaries under any applicable law and without regard to diversification.

(d) To render liquid my estate or any trust in whole or in part, at any time and from time to time, and to hold cash or readily marketable securities of little or no yield for such periods as my Executor or Trustees shall deem advisable.

(e) To manage, maintain, repair, alter, improve, insure, partition, subdivide, lease for any term (whether or not beyond any period fixed by statute for leases made by fiduciaries or beyond the term of any trust created hereunder), mortgage, encumber, grant security interests in, or otherwise purchase, dispose of, or deal with any real or personal property, as my Executor or Trustees shall deem advisable.

(f) To abandon any property which my Executor or Trustees shall deem worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, assessments, repairs, maintenance or other upkeep therefor; to permit any property to be lost by tax sale or other proceedings or to convey any such property for no or a nominal consideration.

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets of my estate or any trust to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have my estate, any trust or a nominee be a general or limited partner, and to transfer assets of my estate or any trust to any new or existing partnership as a capital contribution; to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets of my estate or any trust to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions.

(h) To enter into, modify or terminate agreements with any person regarding voting rights, management, operation, retention or disposition of interests in corporations, partnerships, joint ventures, associations or other businesses of my estate or any trust, regardless of whether any agreement is in effect when that business interest is received by my Executor or Trustees; to retain and continue to operate, or permit the operation of, any business, on the terms which governed when received by my Executor or Trustees or on different terms; to invest additional sums in any business, even to the extent that my estate or any trust may be invested entirely in any business, without liability for any loss resulting from lack of diversification; to act as or select other persons (including any beneficiary) to act as directors, officers, managers or employees of any business, with reasonable compensation without regard to their being a fiduciary or beneficiary and, in the case of my Executor or Trustees, without regard to the commissions allowed by law; to discontinue any business or sell or otherwise dispose of any interest therein on such terms and conditions as my Executor or Trustees shall deem advisable; and to make such other arrangements with respect to any business as my Executor or Trustees shall deem advisable. I exonerate my Executor and Trustees from any loss resulting from the retention or operation of any business or any depreciation in the value thereof, unless such loss shall result from the gross negligence or willful misconduct of my Executor or Trustees.

(i) To vote, in person or by general or limited proxy, any shares of stock or other securities or property; to exercise or dispose of any options, subscription or conversion rights, or other privileges or rights of any other nature; to become a party to, or deposit securities or other property under, or accept securities or other property issued under any voting trust or similar agreement; to assent to or participate in any reorganization, readjustment, recapitalization, consolidation, merger, dissolution, liquidation, sale or purchase of assets, lease, mortgage or similar instrument, election, contract, agreement, or other action or proceeding by any corporation; to deposit securities or other property under, or become a party to, any agreement or plan for any such action or proceeding or for the protection of holders of securities; to subscribe to new securities or exchange property in connection with the foregoing; to delegate discretionary powers to any reorganization, creditors, stockholders or similar committee or protective group; and to pay any assessments or expenses in connection with the foregoing.

(j) To drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any and all property in which my estate or any trust hereunder may have any rights or interests of whatsoever kind or nature with respect to oil, gas, minerals, timber or other natural resources, whether originally a part of my estate or such trust or subsequently acquired, and to pay the costs and expenses thereof, together with all delay rentals, bonuses, royalties, overriding royalties, drilling and operating expenses, taxes, assessments and other charges and burdens in connection therewith; to enter into operation, farm-out, pooling or utilization agreements in connection with any and all of such rights and interests; and to extract, remove, process, convert, retain, store, lease, sell or exchange such rights

and interests and the production therefrom, all in such manner, to such extent, on such terms and for such consideration as my Executor or Trustees may deem advisable.

(k) To pay, collect, adjust, compromise, settle or refer to arbitration any claim in favor of or against my estate or any trust, and to institute, prosecute or defend such legal proceedings as my Executor or Trustees shall deem advisable.

(l) To foreclose mortgages or similar instruments and bid for property under foreclosure or take title by conveyance in lieu of foreclosure; to continue investments after maturity; to modify, renew or extend any note, bond, mortgage or similar instrument, security agreement or similar instrument upon such terms and conditions as my Executor or Trustees shall deem advisable; to release obligors or guarantors or refrain from instituting suits or actions for deficiencies; and to expend any sums or use any property as my Executor or Trustees shall deem advisable for the protection of any property or interest therein.

(m) To borrow money or assets for any purpose, without personal liability therefor, from any person including my Executor or Trustees, and to secure repayment by mortgage or pledge of any property.

(n) To lend assets to any person, including a beneficiary, the estate of a deceased beneficiary, or an estate or other trust in which a beneficiary has an interest, upon any terms and conditions, with or without security, for any purpose which may or will benefit my estate, any trust or any beneficiary.

(o) To exercise, at such times and in such manner as my Executor or Trustees shall deem advisable, any right of election or other rights which from time to time may be available under the Internal Revenue Code or any other tax law, and to make such other decisions as my Executor or Trustees may deem appropriate with respect to expenses or deductions for estate or income tax purposes, the valuation of assets, the filing of any joint or other income, gift or other tax returns and the apportionment of any joint tax liability, and the payment of any tax or collection of any refund, regardless of the effect of any such action on the interest of any beneficiary of my estate and without the necessity of making adjustments or reimbursements between principal and income or among the beneficiaries of my estate.

(p) To employ and pay the compensation of accountants, attorneys, experts, investment counselors, custodians, agents and other persons or firms providing services or advice, irrespective of whether my Executor or Trustees may be associated therewith; to delegate discretionary powers to such persons or firms; and to rely upon information or advice furnished thereby or to ignore the same, as my Executor or Trustees shall deem advisable.

(q) To pay any and all costs, charges, fees, taxes, interest, penalties or other expenses of the administration of my estate, in installments with interest if desired, and except as expressly provided in Article FIRST hereof or elsewhere herein, to charge the same against the income or principal, or partly against each, of my estate or any trust.

(r) To hold property in their names as Executor or Trustees, or in their names without designation of any fiduciary capacity, or in the name of a nominee or nominees, or unregistered, or in bearer form; to deposit property with a custodian or depository; and to remove property from the State of Texas and keep property in other jurisdictions, without bond, surety or other security.

(s) To pay any legacy or distribute, divide or partition property in cash or in kind, or partly in kind, and to allocate different kinds of property, disproportionate amounts of property and undivided interests in property among any trusts, parts, funds or shares; to determine the fair valuation of property, with or without regard to tax basis; to determine what property is covered by general descriptions in this will; to distribute directly from my estate to beneficiaries of any trust hereunder whether or not such trust has been funded; to hold the principal of separate trusts (including trusts established under the last will and testament of my wife) in a consolidated fund and to invest the same as a single fund; and to merge any trusts (including trusts established under the last will and testament of my wife) which have substantially identical terms and beneficiaries, and to hold them as a single trust.

(t) To act or refrain from acting in all respects as if financially uninvolved, regardless of any connection with or investment in any business or any conflict of interest between any fiduciary hereunder and my estate or any trust. No Executor or Trustee shall be disqualified or barred from exercising any power or discretion conferred by law or under this will because such fiduciary may be a shareholder, officer, director, member, partner or person in any way interested in a corporation, partnership or other person or entity affected by the exercise of such power or discretion. My Executor or Trustees may contract, in any manner that my Executor or Trustees shall deem advisable, with any such corporation, partnership, person or entity.

(u) To change the situs and/or governing law of any trust hereunder to any state my Executor or Trustees from time to time may deem desirable, and to take such further actions, including without limitation the amendment to the terms of the trust, as may be necessary or advisable to effectuate such change.

(v) To do all acts and execute and deliver all instruments as my Executor or Trustees may deem necessary or advisable to carry out any of the foregoing powers.

My Executor shall have the authority to determine what property shall receive basis increases pursuant to Section 1022(b) and (c) of the Internal Revenue Code and the amount of such increases and to make such determinations without regard to any duty of impartiality as between different beneficiaries. I suggest, but do not direct, that the step-up in basis be allocated to assets with readily ascertainable fair market value and that the benefit of the step-up in basis be equitably adjusted among the beneficiaries of my estate. If my wife shall survive me, she shall have the authority to direct my Executor on the allocation of the \$3 million basis adjustment designated solely for a surviving spouse.

No fiduciary shall be liable for acts or omissions in administering my estate or any trust created under this will, except for that fiduciary's own actual fraud, gross negligence or willful misconduct. Each fiduciary shall be deemed to have acted within the scope of such fiduciary's authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all affected persons unless the contrary is proved by affirmative evidence. If any fiduciary becomes liable as fiduciary to any other person who is not a beneficiary in connection with any matter not within the fiduciary's control and not due to the fiduciary's actual fraud, gross negligence or willful misconduct, such fiduciary shall be fully indemnified and held harmless by my estate or by the trust created hereunder giving rise to such liability, as the case may be, from and against any liability, claim, loss, damage or expense, including reasonable attorneys' fees, that such fiduciary may sustain.

No person who deals with any fiduciary hereunder shall be bound to see to the application of any asset delivered to such fiduciary, or to inquire into the authority for, or propriety of, any action taken or not taken by such fiduciary.

THIRTEENTH: In addition to the other powers granted hereunder, my Executor and Trustees shall be entitled to determine the following:

- (a) My Executor or Trustees may determine, when there is reasonable doubt or uncertainty as to the applicable law or the relevant facts, which receipts of money or other assets should be credited to income or principal, and which disbursements, commissions, assessments, fees, taxes (except as provided in Article FIRST hereof), and other expenses should be charged to income or principal.
- (b) Any distributions or dividends payable in the stock of a corporation, and rights to subscribe to securities or rights other than cash declared or issued by a corporation, shall be dealt with as principal.
- (c) The proceeds from the sale, redemption or other disposition, whether at a profit or loss, and regardless of the tax treatment thereof, of any property constituting principal, including mortgages or similar instruments and real estate acquired through foreclosure or otherwise, shall normally be dealt with as principal, but my Executor or Trustees may allocate a portion of any such proceeds to income if the property disposed of produced no income or substantially less than

the current rate of return on trust investments, or if my Executor or Trustees shall deem such action advisable for any other reason.

(d) The preceding provisions of this Article THIRTEENTH shall not be deemed to authorize any act by my Executor or Trustees which may be a violation of any law prohibiting the accumulation of income.

FOURTEENTH: If my wife and I shall die in a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived the other, then I direct that for purposes of this will she shall be deemed to have survived me. I further direct that for purposes of this will a beneficiary (other than my wife) shall be deemed to predecease me (or any other person upon whose death the interest of such beneficiary depends) unless such beneficiary survives me (or such other person) by more than thirty days.

FIFTEENTH: I appoint my wife Lottie Bock to be my Independent Executor. If my wife does not survive me, or shall fail to qualify for any reason as my Executor, or having qualified shall die, resign or cease to act for any reason as my Executor, I appoint Larry Bock as my Independent Executor. No action shall be had in the court having probate jurisdiction in relation to the settlement of my estate other than the probating and recording of this will and the return of an inventory, appraisal and list of claims of my estate.

I appoint Larry Bock and Moe Bock as co-Trustees under this will. If either of my Trustees shall fail to qualify for any reason as Trustee or, having qualified shall die, resign or cease to act for any reason as Trustee, the other Trustee, at any time after qualifying to act as Trustee, shall have the right to designate a successor Trustee by an instrument executed and acknowledged in duplicate, a counterpart of which shall be filed with the court in which this will is admitted to probate, and a counterpart of which shall be delivered to the designated successor Trustee.

I direct that no Executor or Trustee shall be required to file or furnish any bond, surety or other security in any jurisdiction.

Any Trustee, at any time and from time to time, by an instrument in writing signed and acknowledged, may delegate any or all of the rights, powers, duties, authority and privileges of such Trustee, whether or not discretionary, subject, however, to the provisions of the next paragraph of this Article FIFTEENTH, to any other Trustee for such period or periods of time as may be designated in such written instrument; provided, however, that any such instrument shall be revocable at any time.

Notwithstanding anything to the contrary contained in this will, during such time as any current or possible future beneficiary of any trust created hereunder may be acting as a Trustee hereunder, such person shall be disqualified from exercising any power to make any discretionary distributions of income or principal to himself or herself or to satisfy any of his or her legal obligations, or to make discretionary allocations of receipts or disbursements as between income and principal, or to make decisions with respect to tax elections or options the exercise or nonexercise of which could result in an enlargement of his or her beneficial interest

hereunder. Such powers shall be exercisable, if at all, only by the other Trustee acting at the time with such beneficiary. No Trustee who is a current or possible future beneficiary of any trust hereunder shall participate in the exercise of any powers of my Trustees which would cause such beneficiary to be treated as the owner of trust property for tax purposes.

Any Executor or Trustee, subject to the judicial or non-judicial settlement of the accounts of such Executor or Trustee, may resign at any time by an instrument in writing, signed and acknowledged in duplicate, one counterpart of which shall be delivered to the court in which this will is admitted to probate and the other counterpart of which shall be delivered to the successor Executor or the successor Trustees, as the case may be.

The term "Executor" wherever used herein shall mean the executors, executor, executrix or administrator in office from time to time. The term "Trustees" wherever used herein shall mean the trustees or trustee in office from time to time. Each Executor and Trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

The terms "child" and "children" wherever used in this will include only the child and children of the person designated, but not any adopted child and children of such person. The term "issue" includes only the children and other issue of the person designated, but not any adopted children or issue of such person.

Any provision herein which refers to a statute, rule, regulation or other specific legal reference which is no longer in effect at the time said provision is to be applied shall be deemed to refer to the successor, replacement or amendment to such statute, rule, regulation or other reference, if any, and shall be interpreted in such a manner so as to carry out the original intent of said provision.

Wherever used in this will and the context so requires, the masculine includes the feminine and the singular includes the plural, and vice versa.

SIXTEENTH: Notwithstanding anything to the contrary contained in this will, if under any of the provisions of this will any portion of the trust assets would be held in trust beyond a date twenty-one years after the death of the last survivor of my wife, my issue and the other beneficiaries of this will in being upon my death, or such later date permitted by the rule against perpetuities applicable in the State of Texas; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

SEVENTEENTH: If my wife shall not survive me or is adjudged to be incapacitated, I appoint Larry Bock to be the Guardian of the person and property of any children of mine who have not attained the age of majority. No Guardian shall be required to file or furnish any bond, surety or other security in any jurisdiction.

IN WITNESS WHEREOF, I, Lou Bock, sign my name and publish and declare this instrument as my last will and testament this 15th day of September, 2009.

Lou Bock

The foregoing instrument was signed, published and declared by Lou Bock, the above-named Testator, to be his last will and testament in our presence, all being present at the same time, and we, at his request and in his presence and in the presence of each other, have subscribed our names as witnesses on the date above written.

residing at

residing at

residing at

AFFIDAVIT

STATE OF TEXAS, COUNTY OF

Before me, the undersigned authority, on this day personally appeared Lou Bock and

, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said Lou Bock, Testator, declared to me and to the said witnesses in my presence that said instrument is his last will and testament, and that he had willingly made and executed it as his free and voluntary act and deed; and the said witnesses, each on their own oath stated to me, in the presence and hearing of the said Testator and each other, that the said Testator had declared to them that said instrument is his last will and testament, and that he executed same as such in their presence, and he wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and each other and at his request; that the said Testator was at the time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Lou Bock
Testator

Witness

Witness

Witness

said Subscribed and sworn to before me by the said Lou Bock, Testator, and by the

as witnesses, this 15th day of September, 2009.

Notary Public
My commission expires on

LAST WILL AND TESTAMENT
OF
LOU BOCK

Dated: September 15, 2009

Prepared by:

Thomas P. Langdon, Esq.
29 Center Street
Southington, CT 06489
860-628-9302

PERSONAL PROPERTY MEMORANDUM

**THE SEPARATE WRITING REGARDING TANGIBLE
PERSONAL PROPERTY REFERRED TO IN MY WILL**

I, Lou Bock, hereby provide that, if my wife shall not survive me, the following items of tangible personal property shall be given to the beneficiaries identified below upon my death:

Items of Property

Names and Addresses of Beneficiaries

Dated:

Lou Bock

In the presence of:

residing at

residing at

PLEASE NOTE: You should clearly describe each item of personal property. You may not use this instrument to dispose of property used in a trade or business or cash, evidence of debt, documents of title, securities or other intangible personal property. To avoid being lost or misplaced, this instrument should be kept with the original of your Will.

INSTRUCTIONS
Will Execution

Name of Testator: **Lou Bock**

PRE-EXECUTION

Check all provisions of the Will (substantive dispositions, spelling of names, recitation of domicile, etc.), and make any appropriate revisions. Make sure the page break for the signature page is at an appropriate place in the text.

Check the Living Will and related Appointment of Agent. You may want to make multiple copies of these health care documents.

Check the Power of Attorney. You may want to make multiple documents.

Complete and check the Testator's Family Tree Affidavit and summary of assets (if they are to be used).

Deliver a copy of the Will to the Testator, and confirm that he understands the Will (including the provisions of Article FIRST concerning how estate taxes are to be paid) and that it expresses his intent. [You also may wish to give him a copy of the Memo, regarding terms used in wills, which follows these Instructions.] Explain to the Testator that he, at some time, may want to prepare a memorandum disposing of his personal property. You may wish to advise the Testator that there are questions in Texas regarding the enforceability of such memoranda.

Submit the Living Will and related Appointment of Agent, the Power of Attorney and the Family Tree Affidavit for approval.

Make any necessary revisions, and resubmit any revisions for approval.

Fasten the Will together, preferably with a ribbon and a seal to be affixed by the Testator. Using document "rivets" to bind the Will is an alternative. Some attorneys use staples, but if you do so the client should be warned never to remove the staples.

HOW TO RIBBON A WILL -- Use a razor to make three horizontal cuts on the signature page of the Will, where the seal is to be affixed next to the signature line for the Testator. The cuts should be parallel, about 1/4" apart and about 1/2" in length (the ribbon later will be fed through these cuts). Replace the signature page in the Will, and fold the back over the top edge of the Will. Punch three evenly spaced holes through the folded edge of the back and pages of the Will. Take a 4 foot length of ribbon and feed all but 1 foot of it up the center hole

starting behind the signature page. Then feed the ribbon down the left hole, back up the center hole, and down the right hole. Then feed the ribbon back up the center hole until you reach the signature page, so that the two ends of the ribbon both come out of the center hole behind the signature page. Feed both ends of the ribbon up, then down, and back up through the three cuts on the signature page. Cut off any excess ribbon so that only about 2" of ribbon appears below the cuts on the signature page. The Testator should affix a seal over the cuts when he executes the Will.

EXECUTION

Have the Testator and witnesses assemble in a room and engage in conversation, so the witnesses could testify that the Testator is of sound mind and understands English. The witnesses should be competent adults who are not beneficiaries under the Will. If possible, the witnesses should be people who will be easy to locate upon the death of the Testator. This usually means the witnesses are people who don't move around a lot and are younger than the Testator.

During the execution of the Will, the Testator, all witnesses, the Will and you must at all times be present. No one should leave the room, or be out of the sight or hearing of the others. The Will should never be out of the sight of anyone. The proceedings should reflect the gravity of making a will (beverages should not be served).

Have the Testator again read the Will (the "original" which is to be executed).

Ask the Testator whether the Will states his intent. [If not, make any necessary revisions before the execution of the Will.]

Ask the Testator to insert the date of the Will (if blank) and execute the Will (using his name "Lou Bock" as typed in the Will), in the presence of all of the witnesses. BLACK INK is preferred. Only the "original" Will should be executed, not any copies.

Ask the Testator: "Do you declare this to be your Last Will and Testament?" [You can have the Testator make a more elaborate declaration, including statements that the execution was his free and voluntary act and deed for the purposes therein expressed, that he is at least eighteen years of age, of sound mind, and under no constraint, duress, fraud or undue influence.]

Ask the Testator: "Do you wish that [NAMES OF WITNESSES] act as witnesses to your Will, and sign their names as witnesses to your Will, and sign an affidavit that they witnessed the execution of your Will?"

Exhibit the signature of the Testator to the witnesses. [The witnesses do not have know the content of the Will. The witnesses need not, and should not, read the entire Will.]

The witnesses (in the presence of each other and the Testator) should sign their names and write their residential addresses at the end of the Will.

The Testator and witnesses should read the Affidavit which follows the Will and execute and swear to it before a notary public.

Inspect the Will and confirm that the date, signatures, and other blanks are properly inserted and legible. The back of the Will should be dated.

Have Lou Bock execute the Living Will, and have witnesses sign them (more than one copy may be desirable).

Have Lou Bock execute the Power of Attorney, and have it acknowledged by a notary public and signed by witnesses (more than one copy may be desirable).

Have Lou Bock execute the Family Tree Affidavit before a notary public (more than one copy may be desirable).

POST-EXECUTION

Conform copies of the Will and the Affidavit.

Ascertain where the original Will is to be kept, and deliver it (getting a receipt). Send a letter to the Testator, reciting the time and place of the execution of the Will, and the location of the original Will (or enclosing it). If the original Will is delivered to the Testator, inquire where he intends to keep it and request that he inform the Executor of the location.

Remind the Testator that if he wants to revise the Will a Codicil or new Will will have to be executed. The Testator should not write on or otherwise attempt to revise the Will.

Decide whether to retain or destroy any older, superseded wills, and document the disposition.

The Testator might want to direct that life insurance proceeds be paid to a trust under the Will. If so, remind the Testator to have the Trustees of such trust formally designated as the beneficiary of the life insurance policies.

Deliver the Living Will and related Appointment of Agent, and the Power of Attorney, under a cover letter requesting a receipt.

MEMO

TO: Lou Bock

FROM: Thomas P. Langdon, Esq.

RE: **Terms Used In Wills**

Several terms frequently are used in wills. Although they may seem like "legalese," they are used since their meanings are clear.

The term "**issue**" means not only a person's children, but also any grandchildren and great grandchildren (i.e., all of the person's direct descendants). Legally adopted children and grandchildren are included, unless the will expressly excludes them.

The term "**per stirpes**" describes the way a bequest is to be divided among a person's issue. Most people want bequests to their children to be divided equally among the children. A per stirpes distribution does this, and it also governs what happens if any child has died. If a child has died, his (or her) share is divided among his issue if he has any issue. For example, presume that you have three children (Sue, Sally and John) and that your will provides for a bequest to your children per stirpes. If all three children survive you, each would get one third of the property. If, however, John has died, his one third share would be divided among his children if he had any, or if he had no living issue his one third share would pass to Sue and Sally.

The term "**lapse**" means that a bequest is to be ignored if the beneficiary is not alive when the bequest is to take effect.

The term "**Executor**" refers to the person who is to probate your will, file tax returns, make any discretionary decisions, and handle the paper work for your estate.

The term "**Trustee**" refers to the person who will administer any trust which you set up in your will.

RECEIPT

TO: Thomas P. Langdon, Esq.
29 Center Street
Southington, CT 06489

I acknowledge receipt of the original Last Will and Testament of Lou Bock.

Dated:

Name:
Address:

MEMO TO THE HOLDER OF MY ORIGINAL WILL

FROM: **Lou Bock**

TO:

On September 15, 2009, I executed my Last Will and Testament. I have delivered to you the executed original of my Will for safekeeping. There are no other executed copies of the Will, so the original of my Will which you are keeping will have to be produced upon my death.

I have appointed my wife Lottie Bock to be my Executor. And I have appointed Larry Bock and Moe Bock as Co-Trustees.

It is my desire that, upon my death, my body be cremated. This desire is expressed in my Will, but I repeat it here so that it may be acted upon prior to any formal reading of my Will.

Since my Executor will need to know what assets I own, I am providing to you a summary identifying my assets and where they are located. I may provide information about the assets I own from time to time, and such information should be kept with my Will and this Memo.

I also am providing an affidavit which identifies my relatives.

Dated: September 15, 2009

Lou Bock

SUMMARY OF ASSETS AND LIABILITIES

ASSETS

[For each item state the location of the asset (name, address and account number), title holder, date of acquisition/opening, estimated value, amount of any unpaid mortgage/lien, and any other relevant information. If any asset is held jointly with the wife or another, so state, and set forth your respective shares.]

Cash accounts

Checking:

Savings (individual, joint, totten trust, certificates of deposit, treasury notes, etc.):

Security deposits, earnest money, etc.:

Other:

Securities

Bonds, notes, mortgages (obligor, maturity date, principal amount):

Stocks, options and commodity contracts:

Broker margin accounts (broker and credit balance):

Other:

Loans to others and accounts receivable from others:

Interest in any business (name and address of company, whether it is a corporation, partnership, sole proprietorship or trust, your capital contribution, net worth of the business, percent of your interest, and any other information):

Life insurance (amount, carrier, policy number, beneficiary):

Vehicles (auto, boat, plane, truck, campers, etc.):

Real estate (include all types of interests such as leaseholds, life estates, etc., and identify any mortgage by the amount and holder):

Pension plans and retirement accounts:

Vested interests in trusts (profit sharing, legacies, deferred compensation, etc.):

Contingent interests (stock options, interests subject to life estates, prospective inheritances):

Household furnishings:

Jewelry, art, antiques, precious objects, gold and precious metals:

Other assets (e.g., collections, hobbies, judgments, causes of action, patents, trademarks, copyrights, and any other assets not herein above itemized):

TOTAL ASSETS \$

LIABILITIES

[For each item state the purpose, date of incurring debt, debtor, creditor, original and current amount of debt, and any other relevant information. If jointly with the wife or another, so state, and set forth your share.]

Accounts payable (credit cards, security agreements, chattel mortgages, broker margin accounts):

Notes payable:

Mortgages payable on real estate:

Loans on life insurance policies:

Other liabilities:

TOTAL LIABILITIES \$

NET WORTH (Assets minus Liabilities) \$

[NOTE: Attach to this statement a summary of any information which your Executor would find useful when administering your estate, such as the locations of safe deposit boxes and other assets, the names of financial and personal advisers and persons familiar with your assets, etc.]

AFFIDAVIT OF FAMILY TREE

STATE OF TEXAS, COUNTY OF

I, **Lou Bock**, being duly sworn, depose and say that:

I am making this affidavit in order to identify my relatives for whomever may be interested in this information, including any Executor under my Will, any court, or any other person or entity. I am aware that others will rely on the truthfulness of the facts recited herein.

I reside at Broadway & Akron, Lubbock, Texas, and my wife's name is Lottie Bock. I have two children, Lou Bock, Jr. and Sam Bock. I have no other children, natural or adopted, and I have not fathered any other children.

The following are my other relatives --

Father:

Mother:

Brother(s) and Sister(s):

Niece(s) and Nephew(s):

Cousin(s):

Other Relative(s):

Lou Bock

Subscribed and sworn to before me
on

Notary Public
My commission expires on

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 OR OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

STATUTORY DURABLE POWER OF ATTORNEY

I, **Lou Bock**, having an address at Broadway & Akron, Lubbock, Texas, and having the social security number _____, hereby make, constitute and appoint my wife, **Lottie Bock**, having an address at Broadway & Akron, Lubbock, Texas, tel. no.: 876-989-6382, as my agent and my attorney-in-fact TO ACT for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;
Tangible personal property transactions;
Stock and bond transactions;
Commodity and option transactions;
Banking and other financial institution transactions;
Business operating transactions;
Insurance and annuity transactions;
Estate, trust and other beneficiary transactions;
Claims and litigation;
Personal and family maintenance;
Benefits from social security, Medicare, Medicaid or other governmental programs or civil or military service;
Retirement plan transactions;
Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY ATTORNEY-IN-FACT SHALL HAVE THE POWER AND AUTHORITY TO PERFORM AND UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

SPECIAL INSTRUCTIONS

BELOW YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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

In addition, I specifically authorize my attorney-in-fact to make gifts, outright or in trust, of my property to or for the benefit of such persons within the class of permitted donees hereafter described as, in the opinion of my attorney-in-fact, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. The class of permitted donees shall consist solely of my wife, my children and more remote issue, the spouses of my children and more remote issue, or any custodian or guardian for the benefit of any of the foregoing or any trust for the benefit of any of the foregoing. I authorize my attorney-in-fact to consent to splitting gifts with my wife so that the annual exclusions, unified credits, and generation skipping transfer tax exemptions and exclusions of both my wife and myself may be used. Notwithstanding the foregoing, any gifts that are made to my attorney-in-fact, or to the creditors of my attorney-in-fact, or to the estate of my attorney-in-fact, or to the creditors of the estate of my attorney-in-fact, pursuant to the foregoing power (1) shall in no event exceed in aggregate the greater of \$5,000 or five percent of all assets subject to this power in a given calendar year, on a non-cumulative basis, and (2) may be made only during the first ninety (90) days after the effective date of this power of attorney or during the first ninety (90) days of each calendar year thereafter while this power of attorney is in effect.

In addition, I specifically authorize my attorney-in-fact to create any revocable or irrevocable trusts for my benefit, to name the trustees and successor trustees, and to fund such trusts with all or any assets of mine or other interests in property which are capable of being held in trust. This authority includes the power to create and fund a Qualified Income Trust or "Miller Trust" to qualify me for Medicaid. My attorney-in-fact may serve as the trustees of the trusts, and may retain the power to amend, revoke or otherwise change such revocable trusts consistent with the powers granted to me by the original instrument. My attorney-in-fact shall have the power to withdraw income or principal on my behalf or for my benefit, and to exercise whatever trust powers or elections which I may exercise.

In addition, I specifically authorize my attorney-in-fact to disclaim, within the meaning of Section 2518 of the Internal Revenue Code and applicable state law, any interest in whole or in part or with respect to specific amounts, parts, fractional shares or assets, any devise, legacy, interest, right, privilege, or power to which I otherwise succeed under the Last Will of my wife or any other person, by operation of law, under a beneficiary designation of any policy of insurance, under a beneficiary designation for any individual retirement account (IRA), Roth

IRA, pension plan, investment account or other asset, or in any joint tenancy or survivorship interest I may have.

In addition, I specifically authorize my attorney-in-fact to deal with tax authorities, to execute, sign and file on my behalf any and all federal, state, local and foreign income, gift, payroll and other tax returns, including estimated returns and interest, dividends, gains and transfer returns, for all periods; to pay any taxes, penalties and interest due thereon; to allocate generation skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney and Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my attorney-in-fact if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any revocable trust of mine and have accounts to permit my attorney-in-fact to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute any requests for extension of time and consents extending the statutory period for assessment or collection of such taxes; to execute petitions contesting taxes; to establish new residency and domicile; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my attorney-in-fact; and to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at such address as my attorney-in-fact may designate.

In addition, I specifically authorize my attorney-in-fact to make voluntary contributions to, transfer assets between, and withdraw amounts from any qualified retirement benefit plan or individual retirement account (including Roth IRA's); to change beneficiary designations on any such plan or IRA to my wife or any of my heirs; to waive spousal rights on any such plan or IRA; to convert an IRA to a Roth IRA; to make elections with respect to the timing, method and amounts of withdrawals, distributions and/or rollovers, methods of calculating minimum required distributions, and methods of distribution as a beneficiary of another's plan or IRA; and to take any other actions with respect to any such plan or IRA as I could take.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

It may be necessary for my attorney-in-fact to have access to my medical records to establish whether medical bills are valid and appropriate or for other purposes. I grant to my attorney-in-fact the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my attorney-in-fact to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.

It is my desire and request that no guardian or conservator of my person or property be appointed in the event of my disability or incapacity. If, however, a guardian or conservator of my person or property is to be appointed for me, I hereby nominate and appoint my attorney-in-fact hereunder to serve as guardian and conservator without bond.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

This power of attorney shall be governed by Texas law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this 15th day of September, 2009.

Lou Bock
Soc. Sec. No.:

STATE OF TEXAS, COUNTY OF

Before me, _____ a notary public, on this day personally appeared Lou Bock, known to me (or proved to me on oath of _____ or through [description of identity card or other document]) to be the person whose name is subscribed to the foregoing power of attorney and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of September, 2009.

Notary Public
My commission expires on

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

NOTE: The following affidavit may be executed by the attorney-in-fact at a later date if some third party requests evidence that the power of attorney is in effect.

**AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT**

STATE OF TEXAS, COUNTY OF

I, , being duly sworn, depose and say:

THAT Lou Bock, having an address at Broadway & Akron, Lubbock, Texas, as principal, did, in a writing dated September 15, 2009, appoint me his true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing
to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated:

Subscribed and sworn to before me
on

Notary Public
My commission expires on

In the matter of the Estate of Lou Bock, Deceased

NOTICE OF DISCLAIMER AND RENUNCIATION

SIRS/LADIES:

PLEASE TAKE NOTICE that by the annexed Disclaimer and Renunciation of Interest made by _____ and signed and duly acknowledged on _____, pursuant to the laws of Texas and in compliance with Section 2518 of the Internal Revenue Code, as amended, said _____ irrevocably disclaimed, renounced and refused to accept all interests in and to certain property of Lou Bock as is more fully described in said Disclaimer and Renunciation of Interest.

Dated:

TO:

In the matter of the Estate of Lou Bock, Deceased

DISCLAIMER AND RENUNCIATION OF INTEREST

TO WHOM IT MAY CONCERN

PLEASE TAKE NOTICE that pursuant to the laws of Texas and in compliance with Section 2518 of the Internal Revenue Code, as amended, I

do hereby irrevocably disclaim, renounce and refuse to accept all interests in and to the following property of Lou Bock:

It is my intention to renounce said property regardless of how it may pass to me, whether as a specific bequest or as part of the residuary estate under the Last Will and Testament of Lou Bock, or whether it may pass to me by virtue of my status as a distributee of the deceased under the laws of any applicable jurisdiction.

Dated:

STATE OF TEXAS, COUNTY OF

Before me, _____ a notary public, on this day personally appeared _____, known to me (or proved to me on oath of or through _____, [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public
My commission expires on _____

NOTE: A disclaimer must be done within 9 months after the death of Lou Bock, must be in writing, and must be done prior to exerting any indicia of ownership over the disclaimed property. You may wish to consult an attorney.

In the matter of the Estate of Lou Bock, Deceased

AFFIDAVIT OF NO CONSIDERATION

STATE OF TEXAS, COUNTY OF

, being duly sworn, deposes and says that:

I have, by the attached Disclaimer and Renunciation of Interest, irrevocably disclaimed and renounced all interests in certain property more particularly described in said instrument. I have not received and will not receive any consideration in money or money's worth for the execution of said instrument from any person whose interest is to be accelerated.

Dated:

Subscribed and sworn to before me
on

Notary Public
My commission expires on

I, the undersigned Executor of the estate of Lou Bock, hereby acknowledge receipt of the Disclaimer and Renunciation of Interest, dated _____, executed by _____, and the related Notice of Disclaimer and Renunciation and Affidavit of No Consideration.

Dated:

DIRECTIVE TO PHYSICIANS AND FAMILY OR SURROGATES

Directive made this 15th day of September, 2009.

I, **Lou Bock**, presently residing at Broadway & Akron, Lubbock, Texas, and being an adult of sound mind, willfully and voluntarily make known my desire that my life shall not be artificially prolonged under the circumstances set forth below, and I hereby declare:

If, in the judgment of my physician, I am either (a) suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care, or (b) suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of medical care, then in either such event I direct that life-sustaining treatment be withheld and withdrawn and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to keep me comfortable and to relieve pain. The procedures and treatment to be withheld and withdrawn include, without limitation, surgery, antibiotics, cardiac and pulmonary resuscitation, respiratory support, and artificially administered nutrition and hydration.

If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of available medical treatment provided within the prevailing standards of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort.

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

As used herein the following terms have the following meanings:

"ARTIFICIAL NUTRITION AND HYDRATION" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach or gastrointestinal tract.

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

"LIFE SUSTAINING TREATMENT" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will

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

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

If, upon my death, any of my tissue or organs would be of value for transplantation, I freely give my permission to the donation of such tissue or organs for such purpose.

In the absence of my ability to give directions regarding the use of life-sustaining treatment, it is my intention that this directive shall be honored by my family, physicians, health care facilities and all concerned with my care as the final expression of my legal right to refuse medical or surgical treatment including without limitation the administration of life-sustaining treatment. I accept the consequences of such refusal.

I have read and understand the full import and meaning of this directive, and I am aware that this directive authorizes a physician to withhold and withdraw life-sustaining treatment. I am emotionally and mentally competent to make this directive. I understand that I may revoke this directive at any time. It is my intention that this directive shall be valid and in effect until I revoke it. No other person may do so.

Lou Bock

WITNESS:

We, _____ and _____, each hereby attest and declare under penalty of perjury under the laws of the State of Texas that: (1) the foregoing instrument was personally signed by Lou Bock in my presence, and thereupon I, at his request and in his presence and in the presence of the other witnesses, have hereunto subscribed my name as a witness; (2) I did not sign the above signature of Lou Bock for or at his direction; (3) I personally know Lou Bock and believe him to be of sound mind and under no constraint, duress, fraud or undue influence; (4) I am not related to Lou Bock by blood, marriage or adoption; (5) I am not entitled (to the best of my knowledge and belief) to any portion of the estate of Lou Bock upon his death under any will or codicil of Lou Bock or by operation of law; (6) I do not have any present or inchoate claim against any portion of the estate of Lou Bock; (7) I do not have any financial responsibility for the medical care of Lou Bock; (8) I am not a physician or an

employee of any physician, and I am not an operator or employee of, or patient in, any hospital, health care provider, residential care facility, community care facility, skilled nursing facility or similar institution; and I am not involved in providing patient care to Lou Bock and I am not an officer, director, partner or business office employee of any health care facility or any parent organization of any health care facility; and (9) I and Lou Bock are both at least 18 years of age.

Dated: September 15, 2009

residing at

residing at

MEDICAL POWER OF ATTORNEY

WARNING TO PERSON EXECUTING THIS DOCUMENT --

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE EXECUTING 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 NO LONGER CAPABLE OF MAKING THEM 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 MAKE DECISIONS ABOUT WITHDRAWING OR WITHHOLDING LIFE-SUSTAINING TREATMENT. YOUR AGENT MAY NOT CONSENT TO VOLUNTARY INPATIENT MENTAL HEALTH SERVICE, CONVULSIVE TREATMENT, OR PSYCHOSURGERY. A PHYSICIAN MUST COMPLY WITH YOUR AGENT'S INSTRUCTIONS OR ALLOW YOU TO BE TRANSFERRED TO ANOTHER PHYSICIAN.

EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THIS DOCUMENT GIVES YOUR AGENT THE POWER TO CONSENT TO YOUR PHYSICIAN NOT GIVING TREATMENT OR STOPPING TREATMENT NECESSARY TO KEEP YOU ALIVE.

NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION AT THE TIME, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED OR WITHHELD IF YOU OBJECT AT THE TIME.

YOUR AGENT'S AUTHORITY BEGINS WHEN YOUR PHYSICIAN 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 HAD.

UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THE POWERS GIVEN BY THIS DOCUMENT WILL EXIST UNTIL YOU REVOKE THIS DOCUMENT.

YOU HAVE THE RIGHT TO REVOKE THIS DOCUMENT BY NOTIFYING YOUR AGENT OR YOUR ATTENDING PHYSICIAN, HOSPITAL OR OTHER HEALTH CARE PROVIDER ORALLY OR IN WRITING OF THE REVOCATION. UNLESS YOU STATE OTHERWISE, THE APPOINTMENT OF YOUR WIFE AS YOUR AGENT ENDS IF YOU BECOME DIVORCED.

THIS DOCUMENT REVOKES ANY PRIOR MEDICAL POWER OF ATTORNEY FOR HEALTH CARE, UNLESS YOU INDICATE OTHERWISE IN THIS DOCUMENT.

WHEN ACTING PURSUANT TO THIS DOCUMENT, YOUR AGENT HAS THE RIGHT TO EXAMINE YOUR MEDICAL AND HEALTH CARE RECORDS AND TO CONSENT TO THEIR DISCLOSURE, UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.

UNLESS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THIS DOCUMENT GIVES YOUR AGENT THE POWER AFTER YOU DIE TO DONATE YOUR BODY OR PARTS THEREOF FOR TRANSPLANT AND TO DIRECT THE DISPOSITION OF YOUR REMAINS.

IT IS IMPORTANT THAT YOU UNDERSTAND THE NATURE AND RANGE OF DECISIONS THAT MAY BE MADE ON YOUR BEHALF. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK YOUR ATTORNEY OR PHYSICIAN TO EXPLAIN IT TO YOU. YOU SHOULD DISCUSS THIS DOCUMENT WITH YOUR AGENT.

YOUR AGENT MAY NEED THIS DOCUMENT IMMEDIATELY IN CASE OF AN EMERGENCY THAT REQUIRES A DECISION CONCERNING YOUR HEALTH CARE. EITHER KEEP THIS DOCUMENT WHERE IT IS IMMEDIATELY AVAILABLE TO YOUR AGENT AND ALTERNATE AGENT OR GIVE EACH OF THEM AN EXECUTED COPY OF THIS DOCUMENT. YOU ALSO MAY WANT TO GIVE YOUR PHYSICIAN AN EXECUTED COPY OF THIS DOCUMENT.

THIS DOCUMENT MAY NOT BE CHANGED OR MODIFIED. IF YOU WANT TO MAKE CHANGES IN THIS DOCUMENT YOU MUST MAKE AN ENTIRELY NEW ONE.

MEDICAL POWER OF ATTORNEY

TO: My family, physicians and all those concerned with my care

(1) DESIGNATION OF HEALTH CARE AGENT: I, **Lou Bock**, presently residing at Broadway & Akron, Lubbock, Texas, and being an adult of sound mind, hereby appoint and authorize my wife, Lottie Bock, presently residing at Broadway & Akron, Lubbock,

Texas, tel. no.: 876-989-6382, as my agent and attorney-in-fact to act for me and in my name to make and communicate health care decisions for me as authorized in this document. For purposes of this document, "health care decision" shall mean consent, refusal of consent, or withdrawal of consent to any care, treatment, service or procedure to maintain, diagnose or treat any medical or physical condition.

(2) CREATION OF MEDICAL POWER OF ATTORNEY FOR HEALTH CARE: By this document I intend to create a medical power of attorney for health care. This medical power of attorney for health care takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

(3) GENERAL STATEMENT OF AUTHORITY GRANTED: Subject to any limitations in this document, in the event I at any time do not have the capacity to make informed health care decisions for myself, I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise made known to my agent, including without limitation my desires concerning obtaining or refusing or withdrawing life-sustaining care, treatment, services and procedures.

(4) STATEMENT OF DESIRES, SPECIAL PROVISIONS AND LIMITATIONS: In exercising the authority under this medical power of attorney for health care, my agent shall act consistently with my desires as stated below and is subject to any special provisions and limitations stated below:

If, in the judgment of my physician, I am either (a) suffering with a terminal condition from which I am expected to die within six months, even with available life-sustaining treatment provided in accordance with prevailing standards of medical care, or (b) suffering with an irreversible condition so that I cannot care for myself or make decisions for myself and am expected to die without life-sustaining treatment provided in accordance with prevailing standards of medical care, then in either such event I direct that life-sustaining treatment be withheld and withdrawn and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to keep me comfortable and to relieve pain. The procedures and treatment to be withheld and withdrawn include, without limitation, surgery, antibiotics, cardiac and pulmonary resuscitation, respiratory support, and artificially administered nutrition and hydration.

If, in the judgment of my physician, my death is imminent within minutes to hours, even with the use of available medical treatment provided within the prevailing standards of care, I acknowledge that all treatments may be withheld or removed except those needed to maintain my comfort.

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

As used herein the following terms have the following meanings:

"ARTIFICIAL NUTRITION AND HYDRATION" means the provision of nutrients or fluids by a tube inserted in a vein, under the skin in the subcutaneous tissues, or in the stomach or gastrointestinal tract.

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

"LIFE SUSTAINING TREATMENT" means treatment that, based on reasonable medical judgment, sustains the life of a patient and without which the patient will die. The term includes both life-sustaining medications and artificial life support such as mechanical breathing machines, kidney dialysis treatment, and artificial nutrition and hydration. The term does not include administration of pain management medication, the performance of a medical procedure necessary to provide comfort care, or any other medical care provided to alleviate a patient's pain.

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

I further delegate to my agent and attorney-in-fact the power and authority to select, employ and discharge health care personnel, such as physicians, nurses, therapists, hospice care and home health care providers, and other medical professionals; to admit or discharge me (including transfer from another facility) from any hospital, hospice, nursing home, adult home or other medical care facility; to apply for public benefits to defray the cost of health care; and to contract in my name and on my behalf for all health care services, including without limitation medical, nursing and hospital care, as my agent and attorney-in-fact may deem appropriate. I confirm that I shall be and remain personally liable for the payment of all such care and services to the same extent as if I had personally contracted therefor.

I authorize my agent and attorney-in-fact to donate all or any part of my body for transplantation, or to otherwise direct the disposition of my remains.

(5) INSPECTION AND DISCLOSURE OF INFORMATION: I grant to my agent the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete

unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my agent to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.

(6) SIGNING DOCUMENTS, WAIVERS AND RELEASES: I authorize my agent and attorney-in-fact to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent and attorney-in-fact is authorized to make pursuant to this document, including without limitation all documents pertaining to a refusal to permit medical treatment, or authorizing the leaving of a medical facility against medical advice, or any waivers or releases from liability required by a physician or health care provider.

(7) DURATION: Unless I specify a shorter period below, this power of attorney shall exist until this document is revoked. This power of attorney shall expire on:

[Note: Fill in an expiration date ONLY IF you want the authority of your agent to end on a specific date.]

If I am unable to make health care decisions for myself when this power of attorney expires (on the date I may have inserted above), the authority I have granted to my agent and attorney-in-fact continues to exist until the time I become able to make health care decisions for myself.

(8) DESIGNATION OF ALTERNATE AGENTS: If the person designated as my agent in paragraph (1) is not available or becomes ineligible to act as my agent to make a health care decision for me or loses the mental capacity to make health care decisions for me, or if I revoke that person's appointment or authority to make health care decisions for me, then I designate and appoint the following persons, in the order listed below, to serve as my agent to make health care decisions for me as authorized in this document:

[Note: You may insert the name, address and telephone number of any successor agent you wish to appoint.]

(9) PRIOR DESIGNATIONS REVOKED: I revoke any prior medical power of attorney for health care.

(10) ACKNOWLEDGMENT OF DISCLOSURE STATEMENT: I have read and understand the full import and meaning of this document and the foregoing disclosure statement, and I am aware that this document authorizes a physician to withhold and withdraw life-sustaining treatment. I am emotionally and mentally competent to make this document.

If any provision of this document is held to be invalid or unenforceable, the remainder of this document shall continue in full force and effect.

IN WITNESS WHEREOF, I sign my name to this medical power of attorney for health care, as my free and voluntary act and deed, at

this 15th day of September, 2009.

Lou Bock

WITNESS:

We, _____ and _____, each hereby attest and declare under penalty of perjury under the laws of the State of Texas that: (1) the foregoing instrument was personally signed by Lou Bock in my presence, and thereupon I, at his request and in his presence and in the presence of the other witnesses, have hereunto subscribed my name as a witness; (2) I did not sign the above signature of Lou Bock for or at his direction; (3) I personally know Lou Bock and believe him to be of sound mind and under no constraint, duress, fraud or undue influence; and Lou Bock has affirmed that he is aware of the nature of the document and is signing it voluntarily and free from duress; (4) I am not related to Lou Bock by blood, marriage or adoption; (5) I am not entitled (to the best of my knowledge and belief) to any portion of the estate of Lou Bock upon his death under any will or codicil of Lou Bock or by operation of law; (6) I do not have any present or inchoate claim against any portion of the estate of Lou Bock; (7) I do not have any financial responsibility for the medical care of Lou Bock; (8) I am not a physician or an employee of any physician, and I am not an operator or employee of, or patient in, any hospital, health care provider, residential care facility, community care facility, skilled nursing facility or similar institution; and I am not involved in providing patient care to Lou Bock and I am not an officer, director, partner or business office employee of any health care facility or any parent organization of any health care facility; (9) I am not a person named as agent in this instrument; and (10) I and Lou Bock are both at least 18 years of age.

Dated: September 15, 2009

residing at

residing at
