

# HOUSE BILL 870

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By: **Delegate Hill**

Introduced and read first time: January 29, 2021

Assigned to: Health and Government Operations

Reassigned: Judiciary, February 5, 2021

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Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 5, 2021

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## CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act – Assistance With**  
3 **Governmental Benefits and Programs**

4 FOR the purpose of altering certain statutory forms for a power of attorney to include  
5 certain provisions relating to the authority of an agent to perform certain acts  
6 relating to eligibility and qualifications for certain governmental benefits or  
7 programs; altering a certain provision in a certain statutory form for a limited power  
8 of attorney relating to the authority of an agent to make a gift of part or all of a  
9 principal's property or to take certain actions with respect to certain trusts under  
10 certain circumstances; making certain stylistic changes on a certain statutory form  
11 for a limited power of attorney; and generally relating to powers of attorney.

12 BY repealing and reenacting, with amendments,  
13 Article – Estates and Trusts  
14 Section 17–202 and 17–203  
15 Annotated Code of Maryland  
16 (2017 Replacement Volume and 2020 Supplement)

17 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
18 That the Laws of Maryland read as follows:

19 **Article – Estates and Trusts**

20 17–202.

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 “MARYLAND STATUTORY FORM

2 PERSONAL FINANCIAL POWER OF ATTORNEY

3 IMPORTANT INFORMATION AND WARNING

4 You should be very careful in deciding whether or not to sign this document. The powers  
5 granted by you (the principal) in this document are broad and sweeping. This power of  
6 attorney authorizes another person (your agent) to make decisions concerning your  
7 property for you (the principal). Your agent will be able to make decisions and act with  
8 respect to your property (including your money) whether or not you are able to act for  
9 yourself.

10 You should select someone you trust to serve as your agent. Unless you specify otherwise,  
11 generally the agent’s authority will continue until you die or revoke the power of attorney  
12 or the agent resigns or is unable to act for you.

13 You need not grant all of the powers listed below. If you choose to grant less than all of the  
14 listed powers, you may instead use a Maryland Statutory Form Limited Power of Attorney  
15 and mark on that Maryland Statutory Form Limited Power of Attorney which powers you  
16 intend to delegate to your attorney-in-fact (the Agent) and which you do not want the  
17 Agent to exercise.

18 This power of attorney becomes effective immediately unless you state otherwise in the  
19 Special Instructions.

20 You should obtain competent legal advice before you sign this power of attorney if you have  
21 any questions about the document or the authority you are granting to your agent.

22 DESIGNATION OF AGENT

23 This section of the form provides for designation of one agent.

24 If you wish to name coagents, skip this section and use the next section (“Designation of  
25 Coagents”).

26 I, \_\_\_\_\_,

27 (Name of Principal)

28 Name the following person as my agent:

29 Name of Agent: \_\_\_\_\_

30 Agent’s Address: \_\_\_\_\_

1 Agent's Telephone Number: \_\_\_\_\_

2 DESIGNATION OF COAGENTS (OPTIONAL)

3 This section of the form provides for designation of two or more coagents. Coagents are  
4 required to act together unanimously unless you otherwise provide in this form.

5 I, \_\_\_\_\_,

6 (Name of Principal)

7 Name the following persons as coagents: \_\_\_\_\_

8 Name of Coagent: \_\_\_\_\_

9 Coagent's Address: \_\_\_\_\_

10 Coagent's Telephone Number: \_\_\_\_\_

11 Name of Coagent: \_\_\_\_\_

12 Coagent's Address: \_\_\_\_\_

13 Coagent's Telephone Number: \_\_\_\_\_

14 Special Instructions Regarding Coagents: \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

19 If my agent is unable or unwilling to act for me, I name as my successor agent:

20 Name of Successor Agent: \_\_\_\_\_

21 Successor Agent's

22 Address: \_\_\_\_\_

23 Successor Agent's

24 Telephone Number: \_\_\_\_\_

25 If my successor agent is unable or unwilling to act for me, I name as my second successor  
26 agent:

27 Name of Second

28 Successor Agent: \_\_\_\_\_

1 Second Successor

2 Agent's Address: \_\_\_\_\_

3 Second Successor Agent's

4 Telephone Number: \_\_\_\_\_

5 GRANT OF GENERAL AUTHORITY

6 I ("the principal") grant my agent and any successor agent, with respect to each subject  
7 listed below, the authority to do all acts that I could do to:

8 (1) Contract with another person, on terms agreeable to the agent, to  
9 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,  
10 restate, release, or modify the contract or another contract made by or on behalf of the  
11 principal;

12 (2) Execute, acknowledge, seal, deliver, file, or record any instrument or  
13 communication the agent considers desirable to accomplish a purpose of a transaction;

14 (3) Seek on the principal's behalf the assistance of a court or other  
15 governmental agency to carry out an act authorized in this power of attorney;

16 (4) Initiate, participate in, submit to alternative dispute resolution, settle,  
17 oppose, or propose or accept a compromise with respect to a claim existing in favor of or  
18 against the principal or intervene in litigation relating to the claim;

19 (5) Engage, compensate, and discharge an attorney, accountant,  
20 discretionary investment manager, expert witness, or other advisor;

21 (6) Prepare, execute, and file a record, report, or other document to  
22 safeguard or promote the principal's interest under a statute or regulation and  
23 communicate with representatives or employees of a government or governmental  
24 subdivision, agency, or instrumentality, on behalf of the principal; and

25 (7) Do lawful acts with respect to the subject and all property related to the  
26 subject.

27 SUBJECTS AND AUTHORITY

28 My agent's authority shall include the authority to act as stated below with regard to each  
29 of the following subjects:

30 Real property – With respect to this subject, I authorize my agent to: demand, buy, sell,  
31 convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise  
32 acquire or reject an interest in real property or a right incident to real property; pledge or  
33 mortgage an interest in real property or right incident to real property as security to borrow

1 money or pay, renew, or extend the time of payment of a debt of the principal or a debt  
2 guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or  
3 enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract,  
4 encumbrance, lien, or other claim to real property that exists or is asserted; and manage or  
5 conserve an interest in real property or a right incident to real property owned or claimed  
6 to be owned by the principal, including: (1) insuring against liability or casualty or other  
7 loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation  
8 or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or  
9 applying for and receiving refunds in connection with them; and (4) purchasing supplies,  
10 hiring assistance or labor, and making repairs or alterations to the real property.

11 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and  
12 exchange stocks and bonds; establish, continue, modify, or terminate an account with  
13 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or  
14 extend the time of payment of a debt of the principal; receive certificates and other  
15 evidences of ownership with respect to stocks and bonds; exercise voting rights with respect  
16 to stocks and bonds in person or by proxy, enter into voting trusts, and consent to  
17 limitations on the right to vote.

18 Banks and other financial institutions – With respect to this subject, I authorize my agent  
19 to: continue, modify, transact all business in connection with, and terminate an account or  
20 other banking arrangement made by or on behalf of the principal; establish, modify,  
21 transact all business in connection with, and terminate an account or other banking  
22 arrangement with a bank, trust company, savings and loan association, credit union, thrift  
23 company, brokerage firm, or other financial institution selected by the agent; contract for  
24 services available from a financial institution, including renting a safe deposit box or space  
25 in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or  
26 leave in the custody of, a financial institution money or property of the principal; withdraw,  
27 by check, money order, electronic funds transfer, or otherwise, money or property of the  
28 principal deposited with or left in the custody of a financial institution; receive statements  
29 of account, vouchers, notices, and similar documents from a financial institution and act  
30 with respect to them; enter a safe deposit box or vault and withdraw or add to the contents;  
31 borrow money and pledge as security personal property of the principal necessary to borrow  
32 money or pay, renew, or extend the time of payment of a debt of the principal or a debt  
33 guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and  
34 negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of  
35 the principal or payable to the principal or the principal's order, transfer money, receive  
36 the cash or other proceeds of those transactions; and apply for, receive, and use credit cards  
37 and debit cards, electronic transaction authorizations, and traveler's checks from a  
38 financial institution.

39 Insurance and annuities – With respect to this subject, I authorize my agent to: continue,  
40 pay the premium or make a contribution on, modify, exchange, rescind, release, or  
41 terminate a contract procured by or on behalf of the principal that insures or provides an  
42 annuity to either the principal or another person, whether or not the principal is a  
43 beneficiary under the contract; procure new, different, and additional contracts of  
44 insurance and annuities for the principal and select the amount, type of insurance or

1 annuity, and mode of payment; pay the premium or make a contribution on, modify,  
2 exchange, rescind, release, or terminate a contract of insurance or annuity procured by the  
3 agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender  
4 and receive the cash surrender value on a contract of insurance or annuity; exercise an  
5 election; exercise investment powers available under a contract of insurance or annuity;  
6 change the manner of paying premiums on a contract of insurance or annuity; change or  
7 convert the type of insurance or annuity with respect to which the principal has or claims  
8 to have authority described in this section; apply for and procure a benefit or assistance  
9 under a statute or regulation to guarantee or pay premiums of a contract of insurance on  
10 the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the  
11 interest of the principal in a contract of insurance or annuity; select the form and timing of  
12 the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or  
13 otherwise, compromise or contest, and apply for refunds in connection with a tax or  
14 assessment levied by a taxing authority with respect to a contract of insurance or annuity  
15 or the proceeds or liability from the contract of insurance or annuity accruing by reason of  
16 the tax or assessment.

17 Claims and litigation – With respect to this subject, I authorize my agent to: assert and  
18 maintain before a court or administrative agency a claim, claim for relief, cause of action,  
19 counterclaim, offset, recoupment, or defense, including an action to recover property or  
20 other thing of value, recover damages sustained by the principal, eliminate or modify tax  
21 liability, or seek an injunction, specific performance, or other relief; act for the principal  
22 with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the  
23 principal or some other person, or with respect to a reorganization, receivership, or  
24 application for the appointment of a receiver or trustee that affects an interest of the  
25 principal in property or other thing of value; pay a judgment, award, or order against the  
26 principal or a settlement made in connection with a claim or litigation; and receive money  
27 or other thing of value paid in settlement of or as proceeds of a claim or litigation.

28 Benefits from governmental programs or civil or military service (including any benefit,  
29 program, or assistance provided under a statute or regulation including Social Security,  
30 Medicare, and Medicaid) – With respect to this subject, I authorize my agent to: execute  
31 vouchers in the name of the principal for allowances and reimbursements payable by the  
32 United States or a foreign government or by a state or subdivision of a state to the principal;  
33 **PERFORM THE ACTS NECESSARY TO ASSIST THE PRINCIPAL IN MEETING THE**  
34 **ELIGIBILITY REQUIREMENTS AND QUALIFYING ENABLE THE PRINCIPAL TO QUALIFY**  
35 **FOR A BENEFIT OR PROGRAM, INCLUDING OBTAINING PERSONAL AND FINANCIAL**  
36 **RECORDS AND, TO THE EXTENT AUTHORIZED IN THE SPECIAL INSTRUCTIONS**  
37 **BELOW, TO TRANSFER OR GIFT THE PRINCIPAL'S PROPERTY;** enroll in, apply for,  
38 select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program;  
39 prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or  
40 otherwise, to which the principal may be entitled under a statute or regulation; initiate,  
41 participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept  
42 a compromise with respect to litigation concerning a benefit or assistance the principal may  
43 be entitled to receive under a statute or regulation; and receive the financial proceeds of a  
44 claim described above and conserve, invest, disburse, or use for a lawful purpose anything  
45 so received.

1 Retirement plans (including a plan or account created by an employer, the principal, or  
2 another individual to provide retirement benefits or deferred compensation of which the  
3 principal is a participant, beneficiary, or owner, including a plan or account under the  
4 following sections of the Internal Revenue Code: (1) an individual retirement account under  
5 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement  
6 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed  
7 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §  
8 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code  
9 Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other  
10 retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);  
11 (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a  
12 nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26  
13 U.S.C. § 409A) – With respect to this subject, I authorize my agent to: select the form and  
14 timing of payments under a retirement plan and withdraw benefits from a plan; make a  
15 rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan  
16 to another; establish a retirement plan in the principal's name; make contributions to a  
17 retirement plan; exercise investment powers available under a retirement plan; borrow  
18 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting  
19 my agent the authority to create or change a beneficiary designation for a retirement plan  
20 may affect the benefits that I may receive if that authority is exercised. If I grant my agent  
21 the authority to designate the agent, the agent's spouse, or a dependent of the agent as a  
22 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may  
23 make the property subject to that authority taxable as a part of the agent's estate.  
24 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for  
25 any retirement plan, and in particular if I wish to authorize the agent to designate as my  
26 beneficiary the agent, the agent's spouse, or a dependent of the agent, I will explicitly state  
27 this authority in the Special Instructions section that follows or in a separate power of  
28 attorney.

29 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file federal,  
30 state, local, and foreign income, gift, payroll, property, federal insurance contributions act,  
31 and other tax returns, claims for refunds, requests for extension of time, petitions regarding  
32 tax matters, and other tax-related documents, including receipts, offers, waivers, consents,  
33 including consents and agreements under Internal Revenue Code Section 2032(A), 26  
34 U.S.C. § 2032(A), closing agreements, and other powers of attorney required by the Internal  
35 Revenue Service or other taxing authority with respect to a tax year on which the statute  
36 of limitations has not run and the following 25 tax years; pay taxes due, collect refunds,  
37 post bonds, receive confidential information, and contest deficiencies determined by the  
38 Internal Revenue Service or other taxing authority; exercise elections available to the  
39 principal under federal, state, local, or foreign tax law; and act for the principal in all tax  
40 matters for all periods before the Internal Revenue Service, or other taxing authority.

41 Digital assets – With respect to this subject, in accordance with the Maryland Fiduciary  
42 Access to Digital Assets Act, my agent shall have authority over and the right to access: (1)  
43 the content of any of my electronic communications; (2) any catalogue of electronic

1 communications sent or received by me; and (3) any other digital asset in which I have a  
2 right or interest.

3 SPECIAL INSTRUCTIONS (OPTIONAL)

4 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_

13 EFFECTIVE DATE

14 This power of attorney is effective immediately unless I have stated otherwise in the Special  
15 Instructions.

16 TERMINATION DATE (OPTIONAL)

17 This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_.  
18 (Use a specific calendar date)

19 NOMINATION OF GUARDIAN (OPTIONAL)

20 If it becomes necessary for a court to appoint a guardian of my property or guardian of my  
21 person, I nominate the following person(s) for appointment:

22 Name of nominee for guardian of my property: \_\_\_\_\_  
23 Nominee's address: \_\_\_\_\_  
24 Nominee's telephone number: \_\_\_\_\_  
25 Name of nominee for guardian of my person: \_\_\_\_\_  
26 Nominee's address: \_\_\_\_\_  
27 Nominee's telephone number: \_\_\_\_\_

28 DESIGNATION OF AGENT TO MAKE ELECTION TO TAKE ELECTIVE SHARE  
29 (OPTIONAL)

30 If I am incapacitated within the meaning of § 17-101 of the Estates and Trusts Article, I  
31 designate the following person as my agent for purposes of making the election to take an  
32 elective share of an estate subject to election under § 3-403 of the Estates and Trusts  
33 Article:

34 Name of designated agent: \_\_\_\_\_



1 Designated agent's address: \_\_\_\_\_

2 Designated agent's telephone number: \_\_\_\_\_

3 SIGNATURE AND ACKNOWLEDGMENT

4 \_\_\_\_\_  
5 Your Signature Date

6 \_\_\_\_\_  
7 Your Name Printed

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 Your Address

11 \_\_\_\_\_  
12 Your Telephone Number

13 STATE OF MARYLAND  
14 (COUNTY) OF \_\_\_\_\_

15 This document was acknowledged before me on  
16 \_\_\_\_\_  
17 (Date)

18 By \_\_\_\_\_ to be his/her act.  
19 (Name of Principal)

20 \_\_\_\_\_ (SEAL, IF ANY)  
21 Signature of Notary  
22 My commission expires: \_\_\_\_\_

23 WITNESS ATTESTATION

24 The foregoing power of attorney was, on the date written above, published and declared by  
25 \_\_\_\_\_  
26 (Name of Principal)

27 in our presence to be his/her power of attorney. We, in his/her presence and at his/her  
28 request, and in the presence of each other, have attested to the same and have signed our  
29 names as attesting witnesses.

30 \_\_\_\_\_  
31 Witness #1 Signature  
32 \_\_\_\_\_

1 Witness #1 Name Printed

2 \_\_\_\_\_

3 \_\_\_\_\_

4 Witness #1 Address

5 \_\_\_\_\_

6 Witness #1 Telephone Number

7 \_\_\_\_\_

8 Witness #2 Signature

9 \_\_\_\_\_

10 Witness #2 Name Printed

11 \_\_\_\_\_

12 \_\_\_\_\_

13 Witness #2 Address

14 \_\_\_\_\_

15 Witness #2 Telephone Number”

16 \_\_\_\_\_

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51 \_\_\_\_\_

17-203.

“MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

PLEASE READ CAREFULLY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). You need not give to your agent all the authorities listed below and may give the agent only those limited powers that you specifically indicate. This power of attorney gives your agent the right to make limited decisions for you. You should very carefully weigh your decision as to what powers you give your agent. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.

If you choose to make a grant of limited authority, you should check the boxes that identify the specific authorization you choose to give your agent.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent’s authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to compensation unless you indicate otherwise in the special instructions of this power of attorney. If you indicate that your agent is to receive compensation, your agent is entitled to reasonable compensation or compensation as specified in the Special Instructions.

1 This form provides for designation of one agent. If you wish to name more than one agent  
2 you may name a coagent in the Special Instructions. Coagents are required to act together  
3 unanimously unless you specify otherwise in the Special Instructions.

4 If your agent is unavailable or unwilling to act for you, your power of attorney will end  
5 unless you have named a successor agent. You may also name a second successor agent.

6 This power of attorney becomes effective immediately unless you state otherwise in the  
7 Special Instructions.

8 If you have questions about the power of attorney or the authority you are granting to your  
9 agent, you should seek legal advice before signing this form.

10 DESIGNATION OF AGENT

11 This section of the form provides for designation of one agent.

12 If you wish to name coagents, skip this section and use the next section (“Designation of  
13 Coagents”).

14 I, \_\_\_\_\_, name the following person

15 (Name of Principal)

16 as my agent:

17 Name of  
18 Agent: \_\_\_\_\_

19 Agent’s  
20 Address: \_\_\_\_\_

21 Agent’s Telephone  
22 Number: \_\_\_\_\_

23 DESIGNATION OF COAGENTS (OPTIONAL)

24 This section of the form provides for designation of two or more coagents. Coagents are  
25 required to act together unanimously unless you otherwise provide in this form.

26 I, \_\_\_\_\_,

27 (Name of Principal)

28 Name the following persons as coagents:

29 Name of Coagent: \_\_\_\_\_

30 Coagent’s Address: \_\_\_\_\_

31 Coagent’s Telephone Number: \_\_\_\_\_

1 Name of Coagent: \_\_\_\_\_

2 Coagent's Address: \_\_\_\_\_

3 Coagent's Telephone Number: \_\_\_\_\_

4 Special Instructions Regarding Coagents: \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

9 If my agent is unable or unwilling to act for me, I name as my successor agent:

10 Name of Successor Agent: \_\_\_\_\_

11 Successor Agent's

12 Address: \_\_\_\_\_

13 Successor Agent's Telephone Number: \_\_\_\_\_

14 If my successor agent is unable or unwilling to act for me, I name as my second successor  
15 agent:

16 Name of Second Successor

17 Agent: \_\_\_\_\_

18 Second Successor Agent's

19 Address: \_\_\_\_\_

20 Second Successor Agent's Telephone Number: \_\_\_\_\_

21 GRANT OF GENERAL AUTHORITY

22 I ("the principal") grant my agent and any successor agent, with respect to each subject  
23 that I choose below, the authority to do all acts that I could do to:

24 (1) Demand, receive, and obtain by litigation or otherwise, money or  
25 another thing of value to which the principal is, may become, or claims to be entitled, and  
26 conserve, invest, disburse, or use anything so received or obtained for the purposes  
27 intended;

28 (2) Contract with another person, on terms agreeable to the agent, to  
29 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,  
30 restate, release, or modify the contract or another contract made by or on behalf of the  
31 principal;

32 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or  
33 communication the agent considers desirable to accomplish a purpose of a transaction,

1 including creating a schedule contemporaneously or at a later time listing some or all of the  
2 principal's property and attaching the schedule to this power of attorney;

3 (4) Initiate, participate in, submit to alternative dispute resolution, settle,  
4 oppose, or propose or accept a compromise with respect to a claim existing in favor of or  
5 against the principal or intervene in litigation relating to the claim;

6 (5) Seek on the principal's behalf the assistance of a court or other  
7 governmental agency to carry out an act authorized in this power of attorney;

8 (6) Engage, compensate, and discharge an attorney, accountant,  
9 discretionary investment manager, expert witness, or other advisor;

10 (7) Prepare, execute, and file a record, report, or other document to  
11 safeguard or promote the principal's interest under a statute or regulation;

12 (8) Communicate with representatives or employees of a government or  
13 governmental subdivision, agency, or instrumentality, on behalf of the principal;

14 (9) Access communications intended for, and communicate on behalf of the  
15 principal, whether by mail, electronic transmission, telephone, or other means; and

16 (10) Do lawful acts with respect to the subject and all property related to the  
17 subject.

18 (INITIAL each authority in any subject you want to include in the agent's general  
19 authority. Cross through each authority in any subject that you want to exclude. If you  
20 wish to grant general authority over an entire subject, you may initial "All of the above"  
21 instead of initialing each authority.)

## 22 SUBJECTS AND AUTHORITY

23 A. Real Property – With respect to this category, I authorize my agent to:

24 (\_\_\_) Demand, buy, lease, receive, accept as a gift or as security for an  
25 extension of credit, or otherwise acquire or reject an interest in real property or a right  
26 incident to real property

27 (\_\_\_) Sell, exchange, convey with or without covenants, representations, or  
28 warranties, quitclaim, release, surrender, retain title for security, encumber, partition,  
29 consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or  
30 other governmental permits, plat or consent to platting, develop, grant an option  
31 concerning, lease, sublease, contribute to an entity in exchange for an interest in that  
32 entity, or otherwise grant or dispose of an interest in real property or a right incident to  
33 real property

1           ( ) Pledge or mortgage an interest in real property or right incident to real  
2 property as security to borrow money or pay, renew, or extend the time of payment of a  
3 debt of the principal or a debt guaranteed by the principal, including a reverse mortgage

4           ( ) Release, assign, satisfy, or enforce by litigation or otherwise a  
5 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real  
6 property that exists or is asserted

7           ( ) Manage or conserve an interest in real property or a right incident to  
8 real property owned or claimed to be owned by the principal, including:

9                   (1)    Insuring against liability or casualty or other loss;

10                   (2)   Obtaining or regaining possession of or protecting the interest or  
11 right by litigation or otherwise;

12                   (3)   Paying, assessing, compromising, or contesting taxes or  
13 assessments or applying for and receiving refunds in connection with them; and

14                   (4)   Purchasing supplies, hiring assistance or labor, and making  
15 repairs or alterations to the real property

16           ( ) Use, develop, alter, replace, remove, erect, or install structures or other  
17 improvements on real property in or incident to which the principal has, or claims to have,  
18 an interest or right

19           ( ) Participate in a reorganization with respect to real property or an entity  
20 that owns an interest in or a right incident to real property and receive, hold, and act with  
21 respect to stocks and bonds or other property received in a plan of reorganization, including:

22                   (1)   Selling or otherwise disposing of the stocks and bonds or other  
23 property;

24                   (2)   Exercising or selling an option, a right of conversion, or a similar  
25 right with respect to the stocks and bonds or other property; and

26                   (3)   Exercising voting rights in person or by proxy

27           ( ) Change the form of title of an interest in or a right incident to real  
28 property

29           ( ) Dedicate to public use, with or without consideration, easements or  
30 other real property in which the principal has, or claims to have, an interest

31           ( ) All of the above

1           B.     Tangible Personal Property – With respect to this subject, I authorize my  
2 agent to:

3                   ( ) Demand, buy, receive, accept as a gift or as security for an extension of  
4 credit, or otherwise acquire or reject ownership or possession of tangible personal property  
5 or an interest in tangible personal property

6                   ( ) Sell, exchange, convey with or without covenants, representations, or  
7 warranties, quitclaim, release, surrender, create a security interest in, grant options  
8 concerning, lease, sublease, or otherwise dispose of tangible personal property or an  
9 interest in tangible personal property

10                  ( ) Grant a security interest in tangible personal property or an interest in  
11 tangible personal property as security to borrow money or pay, renew, or extend the time  
12 of payment of a debt of the principal or a debt guaranteed by the principal

13                  ( ) Release, assign, satisfy, or enforce by litigation or otherwise, a security  
14 interest, lien, or other claim on behalf of the principal, with respect to tangible personal  
15 property or an interest in tangible personal property

16                  ( ) Manage or conserve tangible personal property or an interest in  
17 tangible personal property on behalf of the principal, including:

18                           (1)     Insuring against liability or casualty or other loss;

19                           (2)     Obtaining or regaining possession of or protecting the property  
20 or interest, by litigation or otherwise;

21                           (3)     Paying, assessing, compromising, or contesting taxes or  
22 assessments or applying for and receiving refunds in connection with taxes or assessments;

23                           (4)     Moving the property from place to place;

24                           (5)     Storing the property for hire or on a gratuitous bailment; and

25                           (6)     Using and making repairs, alterations, or improvements to the  
26 property

27                   ( ) Change the form of title of an interest in tangible personal property

28                   ( ) All of the above

29           C.     Stocks and Bonds – With respect to this subject, I authorize my agent to:

30                   ( ) Buy, sell, and exchange stocks and bonds

1            Establish, continue, modify, or terminate an account with respect to  
2 stocks and bonds

3            Pledge stocks and bonds as security to borrow, pay, renew, or extend  
4 the time of payment of a debt of the principal

5            Receive certificates and other evidences of ownership with respect to  
6 stocks and bonds

7            Exercise voting rights with respect to stocks and bonds in person or by  
8 proxy, enter into voting trusts, and consent to limitations on the right to vote

9            All of the above

10         D.     Commodities – With respect to this subject, I authorize my agent to:

11            Buy, sell, exchange, assign, settle, and exercise commodity futures  
12 contracts and call or put options on stocks or stock indexes traded on a regulated option  
13 exchange

14            Establish, continue, modify, and terminate option accounts

15            All of the above

16         E.     Banks and Other Financial Institutions – With respect to this subject, I  
17 authorize my agent to:

18            Continue, modify, transact all business in connection with, and  
19 terminate an account or other banking arrangement made by or on behalf of the principal

20            Establish, modify, transact all business in connection with, and  
21 terminate an account or other banking arrangement with a bank, trust company, savings  
22 and loan association, credit union, thrift company, brokerage firm, or other financial  
23 institution selected by the agent

24            Contract for services available from a financial institution, including  
25 renting a safe deposit box or space in a vault

26            Deposit by check, money order, electronic funds transfer, or otherwise  
27 with, or leave in the custody of, a financial institution money or property of the principal

28            Withdraw, by check, money order, electronic funds transfer, or  
29 otherwise, money or property of the principal deposited with or left in the custody of a  
30 financial institution

31            Receive statements of account, vouchers, notices, and similar  
32 documents from a financial institution and act with respect to them



1            Enter a safe deposit box or vault and withdraw or add to the contents

2            Borrow money and pledge as security personal property of the principal  
3 necessary to borrow money or pay, renew, or extend the time of payment of a debt of the  
4 principal or a debt guaranteed by the principal

5            Make, assign, draw, endorse, discount, guarantee, and negotiate  
6 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the  
7 principal or payable to the principal or the principal's order, transfer money, receive the  
8 cash or other proceeds of those transactions, and accept a draft drawn by a person on the  
9 principal and pay the draft when due

10            Receive for the principal and act on a sight draft, warehouse receipt,  
11 other document of title whether tangible or electronic, or other negotiable or nonnegotiable  
12 instrument

13            Apply for, receive, and use letters of credit, credit cards and debit cards,  
14 electronic transaction authorizations, and traveler's checks from a financial institution and  
15 give an indemnity or other agreement in connection with letters of credit

16            Consent to an extension of the time of payment with respect to  
17 commercial paper or a financial transaction with a financial institution

18            All of the above

19           F.     Operation of an Entity or a Business – With respect to this subject, I authorize  
20 my agent to:

21            Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

22            Perform a duty or discharge a liability and exercise in person or by  
23 proxy a right, power, privilege, or an option that the principal has, may have, or claims to  
24 have

25            Enforce the terms of an ownership agreement

26            Initiate, participate in, submit to alternative dispute resolution, settle,  
27 oppose, or propose or accept a compromise with respect to litigation to which the principal  
28 is a party because of an ownership interest

29            Exercise in person or by proxy, or enforce by litigation or otherwise, a  
30 right, power, privilege, or an option the principal has or claims to have as the holder of  
31 stocks and bonds

1           ( ) Initiate, participate in, submit to alternative dispute resolution, settle,  
2 oppose, or propose or accept a compromise with respect to litigation to which the principal  
3 is a party concerning stocks and bonds

4           ( ) With respect to an entity or business owned solely by the principal:

5                   (1) Continue, modify, renegotiate, extend, and terminate a contract  
6 made by or on behalf of the principal with respect to the entity or business before execution  
7 of this power of attorney;

8                   (2) Determine:

9                           (i) The location of the operation of the entity or business;

10                           (ii) The nature and extent of the business of the entity or  
11 business;

12                           (iii) The methods of manufacturing, selling, merchandising,  
13 financing, accounting, and advertising employed in the operation of the entity or business;

14                           (iv) The amount and types of insurance carried by the entity  
15 or business; and

16                           (v) The mode of engaging, compensating, and dealing with the  
17 employees and accountants, attorneys, or other advisors of the entity or business;

18                   (3) Change the name or form of organization under which the entity  
19 or business is operated and enter into an ownership agreement with other persons to take  
20 over all or part of the operation of the entity or business; and

21                   (4) Demand and receive money due or claimed by the principal or on  
22 the principal's behalf in the operation of the entity or business and control and disburse the  
23 money in the operation of the entity or business

24           ( ) Put additional capital into an entity or a business in which the principal  
25 has an interest

26           ( ) Join in a plan of reorganization, consolidation, conversion,  
27 domestication, or merger of the entity or business

28           ( ) Sell or liquidate all or part of an entity or business

29           ( ) Establish the value of an entity or a business under a buyout agreement  
30 to which the principal is a party

31           ( ) Prepare, sign, file, and deliver reports, compilations of information,  
32 returns, or other papers with respect to an entity or business and make related payments

1             Pay, compromise, or contest taxes, assessments, fines, or penalties and  
2 perform other acts to protect the principal from illegal or unnecessary taxation,  
3 assessments, fines, or penalties, with respect to an entity or a business, including attempts  
4 to recover, as permitted by law, money paid before or after the execution of this power of  
5 attorney

6             All of the above

7            G.     Insurance and Annuities – With respect to this subject, I authorize my agent  
8 to:

9             Continue, pay the premium or make a contribution on, modify,  
10 exchange, rescind, release, or terminate a contract procured by or on behalf of the principal  
11 that insures or provides an annuity to either the principal or another person, whether or  
12 not the principal is a beneficiary under the contract

13             Procure new, different, and additional contracts of insurance and  
14 annuities for the principal and the principal's spouse, children, and other dependents, and  
15 select the amount, type of insurance or annuity, and mode of payment

16             Pay the premium or make a contribution on, modify, exchange, rescind,  
17 release, or terminate a contract of insurance or annuity procured by the agent

18             Apply for and receive a loan secured by a contract of insurance or  
19 annuity

20             Surrender and receive the cash surrender value on a contract of  
21 insurance or annuity

22             Exercise an election

23             Exercise investment powers available under a contract of insurance or  
24 annuity

25             Change the manner of paying premiums on a contract of insurance or  
26 annuity

27             Change or convert the type of insurance or annuity with respect to  
28 which the principal has or claims to have authority described in this section

29             Apply for and procure a benefit or assistance under a statute or  
30 regulation to guarantee or pay premiums of a contract of insurance on the life of the  
31 principal

32             Collect, sell, assign, hypothecate, borrow against, or pledge the interest  
33 of the principal in a contract of insurance or annuity

1            Select the form and timing of the payment of proceeds from a contract  
2 of insurance or annuity

3            Pay, from proceeds or otherwise, compromise or contest, and apply for  
4 refunds in connection with a tax or assessment levied by a taxing authority with respect to  
5 a contract of insurance or annuity or the proceeds or liability from the contract of insurance  
6 or annuity accruing by reason of the tax or assessment

7            All of the above

8           H.     Estates, Trusts, and Other Beneficial Interests (including trusts, probate  
9 estates, guardianships, conservatorships, escrows, or custodianships or funds from which  
10 the principal is, may become, or claims to be entitled to a share or payment) – With respect  
11 to this subject, I authorize my agent to:

12            Accept, receive, receipt for, sell, assign, pledge, or exchange a share in  
13 or payment from the fund described above

14            Demand or obtain money or another thing of value to which the  
15 principal is, may become, or claims to be entitled by reason of the fund described above, by  
16 litigation or otherwise

17            Exercise for the benefit of the principal a presently exercisable general  
18 power of appointment held by the principal

19            Initiate, participate in, submit to alternative dispute resolution, settle,  
20 oppose, or propose or accept a compromise with respect to litigation to ascertain the  
21 meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or  
22 transaction affecting the interest of the principal

23            Initiate, participate in, submit to alternative dispute resolution, settle,  
24 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,  
25 or surcharge a fiduciary

26            Conserve, invest, disburse, or use anything received for an authorized  
27 purpose

28            Transfer an interest of the principal in real property, stocks and bonds,  
29 accounts with financial institutions or securities intermediaries, insurance, annuities, and  
30 other property to the trustee of a revocable trust created by the principal as settlor

31            Reject, renounce, disclaim, release, or consent to a reduction in or  
32 modification of a share in or payment from the fund described above

33            Elect to take an elective share of an estate subject to election under §  
34 3–403 of the Estates and Trusts Article

1            All of the above

2           I.       Claims and Litigation – With respect to this subject, I authorize my agent to:

3            Assert and maintain before a court or administrative agency a claim,  
4 claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an  
5 action to recover property or other thing of value, recover damages sustained by the  
6 principal, eliminate or modify tax liability, or seek an injunction, specific performance, or  
7 other relief

8            Bring an action to determine adverse claims or intervene or otherwise  
9 participate in litigation

10           Seek an attachment, garnishment, order of arrest, or other preliminary,  
11 provisional, or intermediate relief and use an available procedure to effect or satisfy a  
12 judgment, order, or decree

13           Make or accept a tender, offer of judgment, or admission of facts, submit  
14 a controversy on an agreed statement of facts, consent to examination, and bind the  
15 principal in litigation

16           Submit to alternative dispute resolution, settle, and propose or accept  
17 a compromise

18           Waive the issuance and service of process on the principal, accept  
19 service of process, appear for the principal, designate persons on which process directed to  
20 the principal may be served, execute and file or deliver stipulations on the principal's  
21 behalf, verify pleadings, seek appellate review, procure and give surety and indemnity  
22 bonds, contract and pay for the preparation and printing of records and briefs, receive,  
23 execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction  
24 of judgment, notice, agreement, or other instrument in connection with the prosecution,  
25 settlement, or defense of a claim or litigation

26           Act for the principal with respect to bankruptcy or insolvency, whether  
27 voluntary or involuntary, concerning the principal or some other person, or with respect to  
28 a reorganization, receivership, or application for the appointment of a receiver or trustee  
29 that affects an interest of the principal in property or other thing of value

30           Pay a judgment, award, or order against the principal or a settlement  
31 made in connection with a claim or litigation

32           Receive money or other thing of value paid in settlement of or as  
33 proceeds of a claim or litigation

34           All of the above

1 J. Personal and Family Maintenance – With respect to this subject, I authorize  
2 my agent to:

3 (\_\_\_) Perform the acts necessary to maintain the customary standard of  
4 living of the principal, the principal's spouse, and the following individuals, whether living  
5 when this power of attorney is executed or later born:

6 (1) The principal's children;

7 (2) Other individuals legally entitled to be supported by the  
8 principal; and

9 (3) The individuals whom the principal has customarily supported  
10 or indicated the intent to support;

11 (\_\_\_) Make periodic payments of child support and other family maintenance  
12 required by a court or governmental agency or an agreement to which the principal is a  
13 party

14 (\_\_\_) Provide living quarters for the individuals described above by:

15 (1) Purchase, lease, or other contract; or

16 (2) Paying the operating costs, including interest, amortization  
17 payments, repairs, improvements, and taxes, for premises owned by the principal or  
18 occupied by those individuals

19 (\_\_\_) Provide normal domestic help, usual vacations and travel expenses, and  
20 funds for shelter, clothing, food, appropriate education, including postsecondary and  
21 vocational education, and other current living costs for the individuals described above

22 (\_\_\_) Pay expenses for necessary health care and custodial care on behalf of  
23 the individuals described above

24 (\_\_\_) Act as the principal's personal representative in accordance with the  
25 Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social  
26 Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to  
27 the past, present, or future payment for the provision of health care consented to by the  
28 principal or anyone authorized under the law of this State to consent to health care on  
29 behalf of the principal

30 (\_\_\_) Continue provisions made by the principal for automobiles or other  
31 means of transportation, including registering, licensing, insuring, and replacing the  
32 means of transportation, for the individuals described above

33 (\_\_\_) Maintain credit and debit accounts for the convenience of the  
34 individuals described above and open new accounts

1             Continue payments incidental to the membership or affiliation of the  
 2 principal in a religious institution, club, society, order, or other organization or to continue  
 3 contributions to those organizations

4            (NOTE: Authority with respect to personal and family maintenance is neither  
 5 dependent on, nor limited by, authority that an agent may or may not have with respect to  
 6 gifts under this power of attorney.)

7             All of the above

8            K.     Benefits from Governmental Programs or Civil or Military Service (including  
 9 any benefit, program, or assistance provided under a statute or regulation including Social  
 10 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent to:

11             Execute vouchers in the name of the principal for allowances and  
 12 reimbursements payable by the United States or a foreign government or by a state or  
 13 subdivision of a state to the principal, including allowances and reimbursements for  
 14 transportation of the individuals described in “J. Personal and Family Maintenance” above,  
 15 and for shipment of the household effects of those individuals

16             Take possession and order the removal and shipment of property of the  
 17 principal from a post, warehouse, depot, dock, or other place of storage or safekeeping,  
 18 either governmental or private, and execute and deliver a release, voucher, receipt, bill of  
 19 lading, shipping ticket, certificate, or other instrument for that purpose

20             **PERFORM THE ACTS NECESSARY TO ASSIST THE PRINCIPAL IN**  
 21 **MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING ENABLE THE**  
 22 **PRINCIPAL TO QUALIFY FOR A BENEFIT OR PROGRAM, INCLUDING OBTAINING**  
 23 **PERSONAL AND FINANCIAL RECORDS AND, TO THE EXTENT SPECIFICALLY**  
 24 **AUTHORIZED BELOW, TO TRANSFER OR GIFT THE PRINCIPAL’S PROPERTY**

25             Enroll in, apply for, select, reject, change, amend, or discontinue, on the  
 26 principal’s behalf, a benefit or program

27             Prepare, file, and maintain a claim of the principal for a benefit or  
 28 assistance, financial or otherwise, to which the principal may be entitled under a statute  
 29 or regulation

30             Initiate, participate in, submit to alternative dispute resolution, settle,  
 31 oppose, or propose or accept a compromise with respect to litigation concerning a benefit or  
 32 assistance the principal may be entitled to receive under a statute or regulation

33             Receive the financial proceeds of a claim described above and conserve,  
 34 invest, disburse, or use for a lawful purpose anything so received

35             All of the above

1 L. Retirement Plans (including a plan or account created by an employer, the  
2 principal, or another individual to provide retirement benefits or deferred compensation of  
3 which the principal is a participant, beneficiary, or owner, including a plan or account  
4 under the following sections of the Internal Revenue Code:

5 (1) An individual retirement account under Internal Revenue Code Section  
6 408, 26 U.S.C. § 408;

7 (2) A Roth individual retirement account under Internal Revenue Code  
8 Section 408A, 26 U.S.C. § 408A;

9 (3) A deemed individual retirement account under Internal Revenue Code  
10 Section 408(q), 26 U.S.C. § 408(q);

11 (4) An annuity or mutual fund custodial account under Internal Revenue  
12 Code Section 403(b), 26 U.S.C. § 403(b);

13 (5) A pension, profit-sharing, stock bonus, or other retirement plan  
14 qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

15 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b);  
16 and

17 (7) A nonqualified deferred compensation plan under Internal Revenue  
18 Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I authorize my agent  
19 to:

20 (\_\_\_) Select the form and timing of payments under a retirement plan and  
21 withdraw benefits from a plan

22 (\_\_\_) Make a rollover, including a direct trustee-to-trustee rollover, of  
23 benefits from one retirement plan to another

24 (\_\_\_) Establish a retirement plan in the principal's name

25 (\_\_\_) Make contributions to a retirement plan

26 (\_\_\_) Exercise investment powers available under a retirement plan

27 (\_\_\_) Borrow from, sell assets to, or purchase assets from a retirement plan

28 (\_\_\_) All of the above

29 M. Taxes – With respect to this subject, I authorize my agent to:



1            Prepare, sign, and file federal, state, local, and foreign income, gift,  
2 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for  
3 refunds, requests for extension of time, petitions regarding tax matters, and other  
4 tax-related documents, including receipts, offers, waivers, consents, including consents  
5 and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing  
6 agreements, and other powers of attorney required by the Internal Revenue Service or other  
7 taxing authority with respect to a tax year on which the statute of limitations has not run  
8 and the following 25 tax years

9            Pay taxes due, collect refunds, post bonds, receive confidential  
10 information, and contest deficiencies determined by the Internal Revenue Service or other  
11 taxing authority

12            Exercise elections available to the principal under federal, state, local,  
13 or foreign tax law

14            Act for the principal in all tax matters for all periods before the Internal  
15 Revenue Service, or other taxing authority

16            All of the above

17           N.     Gifts ~~(including gifts to~~ **AND TRANSFERS – WITH RESPECT TO THIS**  
18 **SUBJECT, I AUTHORIZE MY AGENT TO:**

19            **MAKE A GIFT OR TRANSFER TO A PERSON, OR CREATE AND FUND**  
20 **FOR THE BENEFIT OF A PERSON, INCLUDING THE PRINCIPAL,** a trust, an account under  
21 the Uniform Transfers to Minors Act, a tuition savings account or prepaid tuition plan as  
22 defined under Internal Revenue Code Section 529, 26 U.S.C. § 529, ~~and an ABL~~ an ABL account  
23 as defined under Internal Revenue Code Section 529A, 26 U.S.C. § 529A) ~~With respect to~~  
24 ~~this subject, I authorize my agent to:~~

25            ~~Make outright to, or for the benefit of, a person, a gift,~~ **OR A SPECIAL**  
26 **NEEDS TRUST OR ANY TRUST AUTHORIZED UNDER § 1917 OF THE FEDERAL SOCIAL**  
27 **SECURITY ACT,** of part or all of the principal's property, including by the exercise of a  
28 presently exercisable general power of appointment held by the principal, in an amount for  
29 each donee not to exceed the annual dollar limits of the federal gift tax exclusion under  
30 Internal Revenue Code Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the  
31 federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to  
32 a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount  
33 for each donee not to exceed twice the annual federal gift tax exclusion limit

34            Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §  
35 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee  
36 not to exceed the aggregate annual gift tax exclusions for both spouses

(NOTE: An agent may only make a gift of the principal's property as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including:

(1) The value and nature of the principal's property;

(2) The principal's foreseeable obligations and need for maintenance;

(3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;

(4) Eligibility for a benefit, a program, or assistance under a statute or regulation; and

(5) The principal's personal history of making or joining in making gifts.)

All of the above

#### GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

~~My agent MAY NOT~~ **IN ADDITION, MY AGENT MAY** do any of the following specific acts for me ~~UNLESS~~ **ONLY IF** I have INITIALED the specific authority listed below:

(Caution: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. In addition, granting your agent the authority to make gifts to, or to designate as the beneficiary of any retirement plan, the agent, the agent's spouse, or a dependent of the agent may constitute a taxable gift by you and may make the property subject to that authority taxable as part of the agent's estate. INITIAL ONLY the specific authority you WANT to give your agent.)

**TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N OF THIS POWER OF ATTORNEY WITHOUT RESTRICTION ON THE AMOUNT OF THE GIFT OR TRANSFER**

**TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N IN FAVOR OF MY AGENT**

Create **AND FUND** an inter vivos trust, [or amend, revoke, or terminate an existing inter vivos trust if the trust expressly authorizes that action by the agent] **INCLUDING A SPECIAL NEEDS TRUST OR A POOLED TRUST ACCOUNT, ANY TRUST AUTHORIZED UNDER § 1917 OF THE FEDERAL SOCIAL SECURITY ACT, OR A THIRD PARTY SPECIAL NEEDS TRUST, OR ESTABLISH AND FUND AN ABLE ACCOUNT AS DEFINED UNDER § 529A OF THE INTERNAL REVENUE CODE, FOR THE BENEFIT OF THE PRINCIPAL OR THE PRINCIPAL'S FAMILY, HEIRS AT LAW, OR DESCENDANTS, OR**

1 ANY OTHER PERSON DESIGNATED BY THE PRINCIPAL AS A BENEFICIARY UNDER AN  
2 EXISTING WILL, TRUST, OR OTHER INSTRUMENT

3 ( ) AMEND, REVOKE, OR TERMINATE AN EXISTING INTER VIVOS TRUST IF  
4 THE TRUST EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT

5 ( ) Make a gift, subject to any special instructions in this power of attorney,  
6 INCLUDING A GIFT OF THE PRINCIPAL’S ASSETS TO ASSIST THE PRINCIPAL IN  
7 MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING FOR A BENEFIT OR  
8 PROGRAM ~~AT THE EARLIEST POSSIBLE TIME~~

9 ( ) Create or change rights of survivorship

10 ( ) Create or change a beneficiary designation, subject to any special instructions  
11 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the  
12 agent’s spouse, or a dependent of the agent as a beneficiary, I will explicitly state this  
13 authority within the special instructions of this power of attorney or in a separate power of  
14 attorney

15 ( ) Authorize another person to exercise the authority granted under this power  
16 of attorney

17 ( ) Waive the principal’s right to be a beneficiary of a joint and survivor annuity,  
18 including a survivor benefit under a retirement plan

19 ( ) Exercise fiduciary powers that the principal has authority to delegate

20 ( ) Disclaim or refuse an interest in property, including a power of appointment

21 ( ) In accordance with the Maryland Fiduciary Access to Digital Assets Act,  
22 access and take control of (1) the content of any of my electronic communications, (2) any  
23 catalogue of electronic communications sent or received by me, and (3) any other digital  
24 asset in which I have a right or interest

25 LIMITATION ON AGENT’S AUTHORITY

26 An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to  
27 benefit the agent or a person to whom the agent owes an obligation of support unless I have  
28 included that authority in the Special Instructions.

29 SPECIAL INSTRUCTIONS (OPTIONAL)

30 You may give special instructions on the following lines:

31 \_\_\_\_\_  
32 \_\_\_\_\_

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_

6 EFFECTIVE DATE

7 This power of attorney is effective immediately unless I have stated otherwise in the Special  
8 Instructions.

9 TERMINATION DATE (OPTIONAL)

10 This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_\_.  
11 (Use a specific calendar date)

12 NOMINATION OF GUARDIAN (OPTIONAL)

13 If it becomes necessary for a court to appoint a guardian of my property or guardian of my  
14 person, I nominate the following person(s) for appointment:

15 Name of Nominee for guardian of my property:  
 16 \_\_\_\_\_  
 17 Nominee's Address: \_\_\_\_\_  
 18 Nominee's Telephone Number: \_\_\_\_\_

19 Name of Nominee for guardian of my person:  
 20 \_\_\_\_\_  
 21 Nominee's Address: \_\_\_\_\_  
 22 Nominee's Telephone Number: \_\_\_\_\_

23 SIGNATURE AND ACKNOWLEDGMENT

24 \_\_\_\_\_  
 25 Your Signature \_\_\_\_\_ Date

26 \_\_\_\_\_  
 27 Your Name Printed

28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 Your Address

31 \_\_\_\_\_  
 32 Your Telephone Number

33 STATE OF MARYLAND

1 (COUNTY) OF \_\_\_\_\_

2 This document was acknowledged before me on  
3 \_\_\_\_\_,  
4 (Date)

5 by \_\_\_\_\_.  
6 (Name of Principal)

7 \_\_\_\_\_ (Seal, if any)  
8 Signature of Notary

9 My commission expires: \_\_\_\_\_

10 WITNESS ATTESTATION

11 The foregoing power of attorney was, on the date written above, published and declared by  
12 \_\_\_\_\_  
13 (Name of Principal)

14 in our presence to be his/her power of attorney. We, in his/her presence and at his/her  
15 request, and in the presence of each other, have attested to the same and have signed our  
16 names as attesting witnesses.

17 \_\_\_\_\_  
18 Witness #1 Signature

19 \_\_\_\_\_  
20 Witness #1 Name Printed

21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 Witness #1 Address

24 \_\_\_\_\_  
25 Witness #1 Telephone Number

26 \_\_\_\_\_  
27 Witness #2 Signature

28 \_\_\_\_\_  
29 Witness #2 Name Printed

30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 Witness #2 Address

33 \_\_\_\_\_  
34 Witness #2 Telephone Number

35 This document prepared by:

1

2

## 3 IMPORTANT INFORMATION FOR AGENT

## 4 Agent's Duties

5 When you accept the authority granted under this power of attorney, a special legal  
6 relationship is created between you and the principal. This relationship imposes on you  
7 legal duties that continue until you resign or the power of attorney is terminated or revoked.  
8 You must:

9 (1) Do what you know the principal reasonably expects you to do with the  
10 principal's property or, if you do not know the principal's expectations, act in the principal's  
11 best interest;

12 (2) Act with care, competence, and diligence for the best interest of the principal;

13 (3) Do nothing beyond the authority granted in this power of attorney; and

14 (4) Disclose your identity as an agent whenever you act for the principal by  
15 writing or printing the name of the principal and signing your own name as "agent" in the  
16 following manner:

17

18 \_\_\_\_\_ by \_\_\_\_\_  
(Principal's Name) (Your Signature) as Agent

19 Unless the Special Instructions in this power of attorney state otherwise, you must also:

20 (1) Act loyally for the principal's benefit;

21 (2) Avoid conflicts that would impair your ability to act in the principal's best  
22 interest;

23 (3) Keep a record of all receipts, disbursements, and transactions made on behalf  
24 of the principal;

25 (4) Cooperate with any person that has authority to make health care decisions  
26 for the principal to do what you know the principal reasonably expects or, if you do not  
27 know the principal's expectations, to act in the principal's best interest; and

28 (5) Attempt to preserve the principal's estate plan if you know the plan and  
29 preserving the plan is consistent with the principal's best interest.

## 30 Termination of Agent's Authority

1 You must stop acting on behalf of the principal if you learn of any event that terminates  
2 this power of attorney or your authority under this power of attorney. Events that  
3 terminate a power of attorney or your authority to act under a power of attorney include:

- 4 (1) Death of the principal;
- 5 (2) The principal’s revocation of the power of attorney or your authority;
- 6 (3) The occurrence of a termination event stated in the power of attorney;
- 7 (4) The purpose of the power of attorney is fully accomplished; or
- 8 (5) If you are married to the principal, a legal action is filed with a court to end  
9 your marriage, or for your legal separation, unless the Special Instructions in this power of  
10 attorney state that such an action will not terminate your authority.

11 Liability of Agent

12 The meaning of the authority granted to you is defined in the Maryland Power of Attorney  
13 Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland Power of  
14 Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the authority  
15 granted, you may be liable for any damages caused by your violation.

16 If there is anything about this document or your duties that you do not understand, you  
17 should seek legal advice.”

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
19 October 1, 2021.

Approved:

\_\_\_\_\_  
Governor.

\_\_\_\_\_  
Speaker of the House of Delegates.

\_\_\_\_\_  
President of the Senate.