

HOUSE BILL 92

N2
HB 870/21 – JUD

(PRE-FILED)

2lr0391

By: **Delegate Hill**

Requested: August 18, 2021

Introduced and read first time: January 12, 2022

Assigned to: Judiciary

Committee Report: Favorable

House action: Adopted

Read second time: February 15, 2022

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; and generally relating to powers of attorney.

11 BY repealing and reenacting, with amendments,
12 Article – Estates and Trusts
13 Section 17–202 and 17–203
14 Annotated Code of Maryland
15 (2017 Replacement Volume and 2021 Supplement)

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

18 **Article – Estates and Trusts**

19 17–202.

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: _____

31 Agent’s Telephone Number: _____

1 DESIGNATION OF COAGENTS (OPTIONAL)

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

4 I, _____,

5 (Name of Principal)

6 Name the following persons as coagents: _____

7 Name of Coagent: _____

8 Coagent's Address: _____

9 Coagent's Telephone Number: _____

10 Name of Coagent: _____

11 Coagent's Address: _____

12 Coagent's Telephone Number: _____

13 Special Instructions Regarding Coagents: _____

14 _____

15 _____

16 _____

17 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

19 Name of Successor Agent: _____

20 Successor Agent's
21 Address: _____

22 Successor Agent's
23 Telephone Number: _____

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

26 Name of Second
27 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
34 money or pay, renew, or extend the time of payment of a debt of the principal or a debt

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

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

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

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

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

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

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

44 Retirement plans (including a plan or account created by an employer, the principal, or

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

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

40 Digital assets – With respect to this subject, in accordance with the Maryland Fiduciary
41 Access to Digital Assets Act, my agent shall have authority over and the right to access: (1)
42 the content of any of my electronic communications; (2) any catalogue of electronic
43 communications sent or received by me; and (3) any other digital asset in which I have a
44 right or interest.

1 SPECIAL INSTRUCTIONS (OPTIONAL)

2 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 EFFECTIVE DATE

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

14 TERMINATION DATE (OPTIONAL)

15 This power of attorney shall terminate on _____, 20____.
16 (Use a specific calendar date)

17 NOMINATION OF GUARDIAN (OPTIONAL)

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

20 Name of nominee for guardian of my property: _____

21 Nominee's address: _____

22 Nominee's telephone number: _____

23 Name of nominee for guardian of my person: _____

24 Nominee's address: _____

25 Nominee's telephone number: _____

26 DESIGNATION OF AGENT TO MAKE ELECTION TO TAKE ELECTIVE SHARE
27 (OPTIONAL)

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

32 Name of designated agent: _____

33 Designated agent's address: _____

34 Designated agent's telephone number: _____

1 SIGNATURE AND ACKNOWLEDGMENT

2 _____
3 Your Signature Date

4 _____
5 Your Name Printed

6 _____
7 _____
8 Your Address

9 _____
10 Your Telephone Number

11 STATE OF MARYLAND
12 (COUNTY) OF _____

13 This document was acknowledged before me on

14 _____
15 (Date)

16 By _____ to be his/her act.
17 (Name of Principal)

18 _____ (SEAL, IF ANY)

19 Signature of Notary
20 My commission expires: _____

21 WITNESS ATTESTATION

22 The foregoing power of attorney was, on the date written above, published and declared by

23 _____
24 (Name of Principal)

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

28 _____
29 Witness #1 Signature

30 _____
31 Witness #1 Name Printed

32 _____
33 _____

1 Witness #1 Address
 2 _____
 3 Witness #1 Telephone Number
 4 _____
 5 Witness #2 Signature
 6 _____
 7 Witness #2 Name Printed
 8 _____
 9 _____
 10 Witness #2 Address
 11 _____
 12 Witness #2 Telephone Number”

13 17–203.

14 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

15 PLEASE READ CAREFULLY

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

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

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

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

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

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

36 If your agent is unavailable or unwilling to act for you, your power of attorney will end

1 unless you have named a successor agent. You may also name a second successor agent.

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

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

6 DESIGNATION OF AGENT

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

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

10 I, _____, name the following person

11 (Name of Principal)

12 as my agent:

13 Name of

14 Agent: _____

15 Agent’s

16 Address: _____

17 Agent’s Telephone

18 Number: _____

19 DESIGNATION OF COAGENTS (OPTIONAL)

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

22 I, _____,

23 (Name of Principal)

24 Name the following persons as coagents:

25 Name of Coagent: _____

26 Coagent’s Address: _____

27 Coagent’s Telephone Number: _____

28 Name of Coagent: _____

29 Coagent’s Address: _____

1 Coagent's Telephone Number: _____

2 Special Instructions Regarding Coagents: _____

3 _____

4 _____

5 _____

6 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

8 Name of Successor Agent: _____

9 Successor Agent's

10 Address: _____

11 Successor Agent's Telephone Number: _____

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

14 Name of Second Successor

15 Agent: _____

16 Second Successor Agent's

17 Address: _____

18 Second Successor Agent's Telephone Number: _____

19 GRANT OF GENERAL AUTHORITY

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

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

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

30 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or
31 communication the agent considers desirable to accomplish a purpose of a transaction,
32 including creating a schedule contemporaneously or at a later time listing some or all of the
33 principal's property and attaching the schedule to this power of attorney;

34 (4) Initiate, participate in, submit to alternative dispute resolution, settle,
35 oppose, or propose or accept a compromise with respect to a claim existing in favor of or

1 against the principal or intervene in litigation relating to the claim;

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

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

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

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

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

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

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

18 SUBJECTS AND AUTHORITY

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

20 (___) Demand, buy, lease, receive, accept as a gift or as security for an
21 extension of credit, or otherwise acquire or reject an interest in real property or a right
22 incident to real property

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

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

33 (___) Release, assign, satisfy, or enforce by litigation or otherwise a
34 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real

1 property that exists or is asserted

2 Manage or conserve an interest in real property or a right incident to
3 real property owned or claimed to be owned by the principal, including:

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

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

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

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

11 Use, develop, alter, replace, remove, erect, or install structures or other
12 improvements on real property in or incident to which the principal has, or claims to have,
13 an interest or right

14 Participate in a reorganization with respect to real property or an entity
15 that owns an interest in or a right incident to real property and receive, hold, and act with
16 respect to stocks and bonds or other property received in a plan of reorganization, including:

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

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

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

21 Change the form of title of an interest in or a right incident to real
22 property

23 Dedicate to public use, with or without consideration, easements or
24 other real property in which the principal has, or claims to have, an interest

25 All of the above

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

28 Demand, buy, receive, accept as a gift or as security for an extension of
29 credit, or otherwise acquire or reject ownership or possession of tangible personal property
30 or an interest in tangible personal property

31 Sell, exchange, convey with or without covenants, representations, or

1 warranties, quitclaim, release, surrender, create a security interest in, grant options
2 concerning, lease, sublease, or otherwise dispose of tangible personal property or an
3 interest in tangible personal property

4 Grant a security interest in tangible personal property or an interest in
5 tangible personal property as security to borrow money or pay, renew, or extend the time
6 of payment of a debt of the principal or a debt guaranteed by the principal

7 Release, assign, satisfy, or enforce by litigation or otherwise, a security
8 interest, lien, or other claim on behalf of the principal, with respect to tangible personal
9 property or an interest in tangible personal property

10 Manage or conserve tangible personal property or an interest in
11 tangible personal property on behalf of the principal, including:

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

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

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

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

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

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

20 Change the form of title of an interest in tangible personal property

21 All of the above

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

23 Buy, sell, and exchange stocks and bonds

24 Establish, continue, modify, or terminate an account with respect to
25 stocks and bonds

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

28 Receive certificates and other evidences of ownership with respect to
29 stocks and bonds

30 Exercise voting rights with respect to stocks and bonds in person or by

1 proxy, enter into voting trusts, and consent to limitations on the right to vote

2 All of the above

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

4 Buy, sell, exchange, assign, settle, and exercise commodity futures
5 contracts and call or put options on stocks or stock indexes traded on a regulated option
6 exchange

7 Establish, continue, modify, and terminate option accounts

8 All of the above

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

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

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

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

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

21 Withdraw, by check, money order, electronic funds transfer, or
22 otherwise, money or property of the principal deposited with or left in the custody of a
23 financial institution

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

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

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

30 Make, assign, draw, endorse, discount, guarantee, and negotiate
31 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the
32 principal or payable to the principal or the principal's order, transfer money, receive the

1 cash or other proceeds of those transactions, and accept a draft drawn by a person on the
2 principal and pay the draft when due

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

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

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

11 All of the above

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

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

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

18 Enforce the terms of an ownership agreement

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

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

25 Initiate, participate in, submit to alternative dispute resolution, settle,
26 oppose, or propose or accept a compromise with respect to litigation to which the principal
27 is a party concerning stocks and bonds

28 With respect to an entity or business owned solely by the principal:

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

32 (2) Determine:

- 1 (i) The location of the operation of the entity or business;
- 2 (ii) The nature and extent of the business of the entity or business;
- 3 (iii) The methods of manufacturing, selling, merchandising,
4 financing, accounting, and advertising employed in the operation of the entity or business;
- 5 (iv) The amount and types of insurance carried by the entity or
6 business; and
- 7 (v) The mode of engaging, compensating, and dealing with the
8 employees and accountants, attorneys, or other advisors of the entity or business;
- 9 (3) Change the name or form of organization under which the entity or
10 business is operated and enter into an ownership agreement with other persons to take
11 over all or part of the operation of the entity or business; and
- 12 (4) Demand and receive money due or claimed by the principal or on the
13 principal's behalf in the operation of the entity or business and control and disburse the
14 money in the operation of the entity or business
- 15 (___) Put additional capital into an entity or a business in which the principal
16 has an interest
- 17 (___) Join in a plan of reorganization, consolidation, conversion,
18 domestication, or merger of the entity or business
- 19 (___) Sell or liquidate all or part of an entity or business
- 20 (___) Establish the value of an entity or a business under a buyout agreement
21 to which the principal is a party
- 22 (___) Prepare, sign, file, and deliver reports, compilations of information,
23 returns, or other papers with respect to an entity or business and make related payments
- 24 (___) Pay, compromise, or contest taxes, assessments, fines, or penalties and
25 perform other acts to protect the principal from illegal or unnecessary taxation,
26 assessments, fines, or penalties, with respect to an entity or a business, including attempts
27 to recover, as permitted by law, money paid before or after the execution of this power of
28 attorney
- 29 (___) All of the above

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

32 (___) Continue, pay the premium or make a contribution on, modify,

1 exchange, rescind, release, or terminate a contract procured by or on behalf of the principal
2 that insures or provides an annuity to either the principal or another person, whether or
3 not the principal is a beneficiary under the contract

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

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

9 Apply for and receive a loan secured by a contract of insurance or
10 annuity

11 Surrender and receive the cash surrender value on a contract of
12 insurance or annuity

13 Exercise an election

14 Exercise investment powers available under a contract of insurance or
15 annuity

16 Change the manner of paying premiums on a contract of insurance or
17 annuity

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

20 Apply for and procure a benefit or assistance under a statute or
21 regulation to guarantee or pay premiums of a contract of insurance on the life of the
22 principal

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

25 Select the form and timing of the payment of proceeds from a contract
26 of insurance or annuity

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

31 All of the above

32 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
33 estates, guardianships, conservatorships, escrows, or custodianships or funds from which

1 the principal is, may become, or claims to be entitled to a share or payment) – With respect
2 to this subject, I authorize my agent to:

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

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

8 Exercise for the benefit of the principal a presently exercisable general
9 power of appointment held by the principal

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

14 Initiate, participate in, submit to alternative dispute resolution, settle,
15 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,
16 or surcharge a fiduciary

17 Conserve, invest, disburse, or use anything received for an authorized
18 purpose

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

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

24 Elect to take an elective share of an estate subject to election under §
25 3–403 of the Estates and Trusts Article

26 All of the above

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

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

33 Bring an action to determine adverse claims or intervene or otherwise
34 participate in litigation

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

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

7 Submit to alternative dispute resolution, settle, and propose or accept
8 a compromise

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

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

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

23 Receive money or other thing of value paid in settlement of or as
24 proceeds of a claim or litigation

25 All of the above

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

28 Perform the acts necessary to maintain the customary standard of
29 living of the principal, the principal's spouse, and the following individuals, whether living
30 when this power of attorney is executed or later born:

31 (1) The principal's children;

32 (2) Other individuals legally entitled to be supported by the
33 principal; and

34 (3) The individuals whom the principal has customarily supported

1 or indicated the intent to support;

2 Make periodic payments of child support and other family maintenance
3 required by a court or governmental agency or an agreement to which the principal is a
4 party

5 Provide living quarters for the individuals described above by:

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

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

10 Provide normal domestic help, usual vacations and travel expenses, and
11 funds for shelter, clothing, food, appropriate education, including postsecondary and
12 vocational education, and other current living costs for the individuals described above

13 Pay expenses for necessary health care and custodial care on behalf of
14 the individuals described above

15 Act as the principal's personal representative in accordance with the
16 Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social
17 Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to
18 the past, present, or future payment for the provision of health care consented to by the
19 principal or anyone authorized under the law of this State to consent to health care on
20 behalf of the principal

21 Continue provisions made by the principal for automobiles or other
22 means of transportation, including registering, licensing, insuring, and replacing the
23 means of transportation, for the individuals described above

24 Maintain credit and debit accounts for the convenience of the
25 individuals described above and open new accounts

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

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

32 All of the above

33 K. Benefits from Governmental Programs or Civil or Military Service (including
34 any benefit, program, or assistance provided under a statute or regulation including Social

1 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent to:

2 Execute vouchers in the name of the principal for allowances and
3 reimbursements payable by the United States or a foreign government or by a state or
4 subdivision of a state to the principal, including allowances and reimbursements for
5 transportation of the individuals described in “J. Personal and Family Maintenance” above,
6 and for shipment of the household effects of those individuals

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

11 **PERFORM THE ACTS NECESSARY TO ENABLE THE PRINCIPAL TO**
12 **QUALIFY FOR A BENEFIT OR PROGRAM, INCLUDING OBTAINING PERSONAL AND**
13 **FINANCIAL RECORDS AND, TO THE EXTENT SPECIFICALLY AUTHORIZED BELOW, TO**
14 **TRANSFER OR GIFT THE PRINCIPAL’S PROPERTY**

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

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

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

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

25 All of the above

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

30 (1) An individual retirement account under Internal Revenue Code Section
31 408, 26 U.S.C. § 408;

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

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

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

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

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

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

10 () Select the form and timing of payments under a retirement plan and
11 withdraw benefits from a plan

12 () Make a rollover, including a direct trustee-to-trustee rollover, of
13 benefits from one retirement plan to another

14 () Establish a retirement plan in the principal's name

15 () Make contributions to a retirement plan

16 () Exercise investment powers available under a retirement plan

17 () Borrow from, sell assets to, or purchase assets from a retirement plan

18 () All of the above

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

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

28 () Pay taxes due, collect refunds, post bonds, receive confidential
29 information, and contest deficiencies determined by the Internal Revenue Service or other
30 taxing authority

31 () Exercise elections available to the principal under federal, state, local,
32 or foreign tax law

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

3 All of the above

4 N. Gifts [(including gifts to] **AND TRANSFERS – WITH RESPECT TO THIS**
5 **SUBJECT, I AUTHORIZE MY AGENT TO:**

6 **MAKE A GIFT OR TRANSFER TO A PERSON, OR CREATE AND FUND**
7 **FOR THE BENEFIT OF A PERSON, INCLUDING THE PRINCIPAL**, a trust, an account under
8 the Uniform Transfers to Minors Act, a tuition savings account or prepaid tuition plan as
9 defined under Internal Revenue Code Section 529, 26 U.S.C. § 529, [and] an ABLE account
10 as defined under Internal Revenue Code Section 529A, 26 U.S.C. § 529A] – With respect
11 to this subject, I authorize my agent to:

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

21 Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
22 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
23 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

1 All of the above

2 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

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

15 **TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N OF THIS**
16 **POWER OF ATTORNEY IN FAVOR OF MY AGENT**

17 **Create AND FUND an inter vivos trust, [or amend, revoke, or terminate an**
18 **existing inter vivos trust if the trust expressly authorizes that action by the agent]**
19 **INCLUDING A SPECIAL NEEDS TRUST, ANY TRUST AUTHORIZED UNDER § 1917 OF**
20 **THE FEDERAL SOCIAL SECURITY ACT, OR A THIRD-PARTY SPECIAL NEEDS TRUST,**
21 **OR ESTABLISH AND FUND AN ABLE ACCOUNT AS DEFINED UNDER § 529A OF THE**
22 **INTERNAL REVENUE CODE, FOR THE BENEFIT OF THE PRINCIPAL OR THE**
23 **PRINCIPAL'S FAMILY, HEIRS AT LAW, OR DESCENDANTS, OR ANY OTHER PERSON**
24 **DESIGNATED BY THE PRINCIPAL AS A BENEFICIARY UNDER AN EXISTING WILL,**
25 **TRUST, OR OTHER INSTRUMENT**

26 **AMEND, REVOKE, OR TERMINATE AN EXISTING INTER VIVOS TRUST IF**
27 **THE TRUST EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT**

28 **Make a gift, subject to any special instructions in this power of attorney,**
29 **INCLUDING A GIFT OF THE PRINCIPAL'S ASSETS TO ASSIST THE PRINCIPAL IN**
30 **MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING FOR A BENEFIT OR**
31 **PROGRAM**

32 **Create or change rights of survivorship**

33 **Create or change a beneficiary designation, subject to any special instructions**
34 **in this power of attorney; and, if I wish to authorize my agent to designate the agent, the**

1 agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this
2 authority within the special instructions of this power of attorney or in a separate power of
3 attorney

4 () Authorize another person to exercise the authority granted under this power
5 of attorney

6 () Waive the principal's right to be a beneficiary of a joint and survivor annuity,
7 including a survivor benefit under a retirement plan

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

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

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

14 () Demand the delivery of the principal's will from the custodian of the will and,
15 on delivery of the principal's will, take custody of the will subject to the requirements of
16 Title 4, Subtitle 2 of the Estates and Trusts Article

17 LIMITATION ON AGENT'S AUTHORITY

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

21 SPECIAL INSTRUCTIONS (OPTIONAL)

22 You may give special instructions on the following lines:

23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 EFFECTIVE DATE

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

33 TERMINATION DATE (OPTIONAL)

1 This power of attorney shall terminate on _____, 20____.
2 (Use a specific calendar date)

3 NOMINATION OF GUARDIAN (OPTIONAL)

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

6 Name of Nominee for guardian of my property:
7 _____

8 Nominee's Address: _____

9 Nominee's Telephone Number: _____

10 Name of Nominee for guardian of my person:
11 _____

12 Nominee's Address: _____

13 Nominee's Telephone Number: _____

14 SIGNATURE AND ACKNOWLEDGMENT

15 _____
16 Your Signature Date

17 _____
18 Your Name Printed

19 _____
20 _____
21 Your Address

22 _____
23 Your Telephone Number

24 STATE OF MARYLAND
25 (COUNTY) OF _____

26 This document was acknowledged before me on
27 _____,
28 (Date)

29 by _____
30 (Name of Principal)

31 _____ (Seal, if any)

32 Signature of Notary

33 My commission expires: _____

1 WITNESS ATTESTATION

2 The foregoing power of attorney was, on the date written above, published and declared by

3 _____
4 (Name of Principal)

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

8 _____
9 Witness #1 Signature

10 _____
11 Witness #1 Name Printed

12 _____
13 _____

14 Witness #1 Address
15 _____

16 Witness #1 Telephone Number

17 _____
18 Witness #2 Signature

19 _____
20 Witness #2 Name Printed

21 _____
22 _____

23 Witness #2 Address
24 _____

25 Witness #2 Telephone Number

26 This document prepared by:
27 _____
28 _____

29 IMPORTANT INFORMATION FOR AGENT

30 Agent's Duties

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

- 35 (1) Do what you know the principal reasonably expects you to do with the

1 principal's property or, if you do not know the principal's expectations, act in the principal's
2 best interest;

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

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

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

8 _____
9 (Principal's Name) by (Your Signature) as Agent

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

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

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

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

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

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

21 Termination of Agent's Authority

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

25 (1) Death of the principal;

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

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

28 (4) The purpose of the power of attorney is fully accomplished; or

29 (5) If you are married to the principal, a legal action is filed with a court to end
30 your marriage, or for your legal separation, unless the Special Instructions in this power of

1 attorney state that such an action will not terminate your authority.

2 Liability of Agent

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

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

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
10 October 1, 2022.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.