

# HOUSE BILL 99

N2  
SB 649/18 – JPR

9lr1233  
CF SB 192

---

By: **Delegate Dumais**

Introduced and read first time: January 18, 2019

Assigned to: Health and Government Operations

---

Committee Report: Favorable with amendments

House action: Adopted

Read second time: February 20, 2019

---

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

1 AN ACT concerning

2 **Estates and Trusts – Elective Share of Surviving Spouse**

3 FOR the purpose of repealing certain provisions of law relating to a surviving spouse  
4 making an election to take a certain share of the net estate of the decedent instead  
5 of the property left to the surviving spouse under the will; establishing certain  
6 purposes of this Act; providing that a surviving spouse may take a certain elective  
7 share amount of a certain estate subject to election; specifying the manner in which  
8 the value of certain qualifying lifetime transfers, augmented estate, and estate  
9 subject to election shall be calculated; recodifying certain provisions of law relating  
10 to the right of election of a surviving spouse and certain time limits for electing to  
11 take an elective share; providing that the right of election may be exercised by a  
12 certain guardian of the property of the surviving spouse or a certain agent of the  
13 surviving spouse under certain circumstances; requiring the guardian of the  
14 property or the agent to provide certain notice before exercising the right of election  
15 of a surviving spouse; providing that an exercise of the right of election by the  
16 guardian of the property or the agent is valid except under certain circumstances;  
17 establishing certain procedures and a certain form for an election to take an elective  
18 share; authorizing the waiver of a certain right of election; requiring certain  
19 fiduciaries to deliver certain information and provide certain notice relating to a  
20 certain elective share of a surviving spouse; requiring a certain trustee to provide  
21 certain notice relating to the trust within a certain period of time; requiring the  
22 surviving spouse to deliver certain information to certain fiduciaries under certain  
23 circumstances; establishing the priority to be used in determining the sources from  
24 which a certain elective share amount is payable; establishing the manner of  
25 payment of a certain elective share under certain circumstances; providing certain

---

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 immunity for certain payors and other third parties who make certain payments or  
2 transfers before receiving notice of a certain election; establishing the effect of an  
3 election to take a certain elective share on the rights of the surviving spouse under  
4 a certain will and a certain revocable trust; requiring certain persons, on the  
5 payment of an elective share, to file with a certain register of wills a certain  
6 statement; requiring the register, on a certain request, to redact from the statement  
7 certain information; requiring the register, on receipt of a certain request, to certify  
8 in a certain manner the accuracy of the calculation and payment of the elective share;  
9 requiring certain persons to deliver to the register certain information and  
10 documentation; prohibiting the register from disclosing certain information or  
11 documentation; authorizing the orphans' court, or the court exercising jurisdiction of  
12 the orphans' court in a county, to pass orders that may be necessary to determine  
13 the value or sources of payment of a certain elective share; authorizing the court, in  
14 a certain action, to modify, under certain circumstances, certain calculations or  
15 sources of payment of a certain elective share, consider the circumstances of certain  
16 transfers or arrangements, award certain attorney's fees, pass certain orders  
17 requiring certain individuals to provide certain information to the court, and  
18 transmit certain issues of fact to a certain circuit court; providing that a personal  
19 representative is entitled to certain reimbursement for certain commissions and  
20 attorney's fees in connection with an election to take an elective share; authorizing  
21 a court, with respect to a certain minor or disabled person, to authorize or direct an  
22 election to take an elective share without first appointing a guardian; altering  
23 certain provisions in certain statutory forms for a power of attorney relating to  
24 authority to elect to take an elective share in accordance with this Act; defining  
25 certain terms; making stylistic changes; providing for the application of this Act; and  
26 generally relating to the elective share of a surviving spouse.

27 BY repealing and reenacting, with amendments,

28 Article – Estates and Trusts

29 Section 2–102(a); the subtitle designation “Subtitle 2. Family Allowance; Dower and  
30 Curtesy” immediately preceding Section 3–201; and 7–603, 13–204(a), 17–202,  
31 and 17–203

32 Annotated Code of Maryland

33 (2017 Replacement Volume and 2018 Supplement)

34 BY repealing and reenacting, without amendments,

35 Article – Estates and Trusts

36 Section 3–201(a)

37 Annotated Code of Maryland

38 (2017 Replacement Volume and 2018 Supplement)

39 BY repealing

40 Article – Estates and Trusts

41 Section 3–203 through 3–208

42 Annotated Code of Maryland

43 (2017 Replacement Volume and 2018 Supplement)

1 BY adding to  
 2 Article – Estates and Trusts  
 3 Section 3–401 through 3–413 to be under the new subtitle “Subtitle 4. Elective Share  
 4 of Surviving Spouse”; and 14.5–606  
 5 Annotated Code of Maryland  
 6 (2017 Replacement Volume and 2018 Supplement)

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

9 **Article – Estates and Trusts**

10 2–102.

11 (a) **(1)** The court may [conduct judicial probate, direct the conduct of a  
 12 personal representative, and pass orders which may be required in the course of the  
 13 administration of an estate of a decedent. It may summon witnesses]:

14 **(I) CONDUCT JUDICIAL PROBATE;**

15 **(II) DIRECT THE CONDUCT OF A PERSONAL REPRESENTATIVE;**

16 **(III) SUMMON WITNESSES; AND**

17 **(IV) ISSUE ORDERS THAT MAY BE:**

18 **1. REQUIRED IN THE COURSE OF THE ADMINISTRATION**  
 19 **OF AN ESTATE OF A DECEDENT; OR**

20 **2. NECESSARY TO DETERMINE THE VALUE OR SOURCES**  
 21 **OF PAYMENT OF AN ELECTIVE SHARE UNDER § 3–413 OF THIS ARTICLE.**

22 **(2)** The court may not, under pretext of incidental power or constructive  
 23 authority, exercise any jurisdiction not expressly conferred.

24 Subtitle 2. Family Allowance [and Statutory Share of Surviving Spouse]; **DOWER AND**  
 25 **CURTESY.**

26 3–201.

27 (a) The surviving spouse is entitled to receive an allowance of \$10,000 for personal  
 28 use.

29 [3–203.

1 (a) In this section, “net estate” means the property of the decedent passing by  
2 testate succession, without a deduction for State or federal estate or inheritance taxes, and  
3 reduced by:

4 (1) Funeral and administration expenses;

5 (2) Family allowances; and

6 (3) Enforceable claims and debts against the estate.

7 (b) Instead of property left to the surviving spouse by will, the surviving spouse  
8 may elect to take a one-third share of the net estate if there is also a surviving issue, or a  
9 one-half share of the net estate if there is no surviving issue.

10 (c) The surviving spouse who makes this election may not take more than a  
11 one-half share of the net estate.

12 (d) For the purposes of this section, the net estate and the property allocable to a  
13 share of a surviving spouse shall be valued as of the date or dates of distribution.

14 (e) (1) For the purposes of this section, a surviving spouse who has elected to  
15 take against a will shall be entitled to the surviving spouse’s portion of the income earned  
16 on the net estate during the period of administration based on a one-third or one-half  
17 share, whichever is applicable.

18 (2) If one or more distributions have been made to a surviving spouse or  
19 another person that require an adjustment in the relative interests of the beneficiaries, the  
20 applicable share shall be adjusted.]

21 [3-204.

22 The right of election of the surviving spouse is personal to him. It is not transferable  
23 and cannot be exercised subsequent to his death. If the surviving spouse is under 18 years  
24 of age or under disability, the election may be exercised by order of the court having  
25 jurisdiction of the person or property of the spouse or person under disability.]

26 [3-205.

27 The right of election of a surviving spouse may be waived before or after marriage by  
28 a written contract, agreement, or waiver signed by the party waiving the right of election.  
29 Unless it provides to the contrary, a waiver of “all rights” in the property or estate of a  
30 present or prospective spouse, or a complete property settlement entered into after or in  
31 anticipation of separation or divorce, is a waiver of any right to his family allowance as well  
32 as to his elective share by each spouse in the property of the spouse, his right to letters  
33 under § 5-104 of this article, and is an irrevocable renunciation of any benefit which would  
34 pass to him from the other by intestate succession, by statutory share, or by virtue of the  
35 provisions of a will executed before the waiver or property settlement.]

1 [3-206.

2 (a) (1) The election by a surviving spouse to take an elective share shall be  
3 made within the later of:

4 (i) Nine months after the date of the decedent's death; or

5 (ii) Six months after the first appointment of a personal  
6 representative under a will.

7 (2) (i) Within the period for making an election, the surviving spouse  
8 may file with the court a petition for an extension of time, with a copy given to the personal  
9 representative.

10 (ii) For good cause shown, the court may extend the time for election  
11 for a period not to exceed three months at a time.

12 (b) The surviving spouse may withdraw the election at any time before the  
13 expiration of the time for making the election to take an elective share.]

14 [3-207.

15 (a) An election to take an elective share of an estate of a decedent shall be in  
16 writing and signed by the surviving spouse or other person entitled to make the election  
17 pursuant to § 3-204 of this subtitle, and shall be filed in the court in which the personal  
18 representative of the decedent was appointed.

19 (b) The election may be in this form.

20 I, A. B., surviving spouse of C. D., late of the County (City) of....., renounce  
21 all provisions in the will of C. D. and elect to take my elective share of the decedent's  
22 estate.

23 .....  
24 (Signature)]

25 [3-208.

26 (a) (1) Upon the election of the surviving spouse to take the elective share of  
27 the property of the decedent, all property or other benefits which would have passed to the  
28 surviving spouse under the will shall be treated as if the surviving spouse had died before  
29 the execution of the will.

30 (2) The surviving spouse and a person claiming through the surviving  
31 spouse may not receive property under the will.

32 (b) (1) If there is an election to take an elective share, contribution to the

1 payment of it shall be prorated among all legatees.

2 (2) Instead of contributing an interest in specific property to the elective  
3 share, a legatee or legatees, but not the personal representative, may pay the surviving  
4 spouse in cash, or other property acceptable to the spouse, an amount equal to the fair  
5 market value of the surviving spouse's interest in specific property on the date or dates of  
6 distribution.

7 (3) Unless specifically provided in the will, a legatee is not entitled to  
8 sequestration or compensation from another legatee, or from another part of the estate of  
9 the decedent, except that an interest renounced by the surviving spouse and not included  
10 in the share of the net estate received by the surviving spouse under this section may be  
11 subject to sequestration for the benefit of individuals who are the natural objects of the  
12 bounty of the decedent, in order to avoid a substantial distortion of the intended  
13 dispositions of the testator.]

#### 14 SUBTITLE 4. ELECTIVE SHARE OF SURVIVING SPOUSE.

#### 15 3-401.

16 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS  
17 INDICATED.

18 (B) "AUGMENTED ESTATE" MEANS AN ESTATE AS CALCULATED UNDER §  
19 3-404 OF THIS SUBTITLE.

20 (C) "COURT" MEANS:

21 (1) EXCEPT WITH RESPECT TO A PROCEEDING UNDER § 12-502 OF  
22 THE COURTS ARTICLE OR AS OTHERWISE PROVIDED UNDER THE MARYLAND  
23 RULES, THE ORPHANS' COURT, OR THE COURT EXERCISING THE JURISDICTION OF  
24 THE ORPHANS' COURT, FOR THE COUNTY IN WHICH THE ELECTION UNDER § 3-403  
25 OF THIS SUBTITLE IS FILED; OR

26 (2) WITH RESPECT TO THE ENFORCEMENT OF PAYMENT OF AN  
27 ELECTIVE SHARE OR ANY PORTION THEREOF UNDER § 3-410 OF THIS SUBTITLE, THE  
28 COURT HAVING JURISDICTION OVER THE PROPERTY FROM WHICH THE PAYMENT IS  
29 TO BE MADE.

30 (D) "ESTATE SUBJECT TO ELECTION" MEANS THE PORTION OF AN  
31 AUGMENTED ESTATE THAT IS SUBJECT TO ELECTION AS CALCULATED UNDER §  
32 3-404 OF THIS SUBTITLE.

33 (E) "MARITAL TRUST" MEANS ANY TRUST CREATED FOR THE EXCLUSIVE  
34 LIFETIME BENEFIT OF THE SPOUSE OF A DECEDENT OR OF THE SETTLOR OF THE

1 TRUST IF:

2 (1) THE SPOUSE IS ENTITLED TO ALL INCOME FROM THE PROPERTY  
3 HELD BY THE TRUST, PAYABLE ANNUALLY OR AT MORE FREQUENT INTERVALS, OR  
4 HAS A USUFRUCT INTEREST FOR LIFE IN THE PROPERTY; AND

5 (2) THE SPOUSE HAS THE POWER TO COMPEL THE TRUSTEES OF THE  
6 TRUST TO CONVERT UNPRODUCTIVE ASSETS INTO INCOME-PRODUCING ASSETS.

7 (F) "PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN" MEANS  
8 THE PERSON RESPONSIBLE FOR FILING A MARYLAND ESTATE TAX RETURN FOR A  
9 DECEDENT UNDER § 7-305 OF THE TAX - GENERAL ARTICLE, REGARDLESS OF  
10 WHETHER A MARYLAND ESTATE TAX RETURN ACTUALLY IS REQUIRED TO BE FILED  
11 FOR THE DECEDENT.

12 (G) "PROBATE ESTATE" MEANS ALL PROPERTY PASSING BY TESTATE  
13 SUCCESSION.

14 (H) "QUALIFYING JOINT INTEREST" MEANS AN INTEREST IN PROPERTY  
15 HELD AS A JOINT TENANT WITH RIGHT OF SURVIVORSHIP OR EQUIVALENT, OR A  
16 TENANCY-BY-THE-ENTIRETIES EQUAL TO:

17 (1) IN THE CASE OF A JOINT TENANCY WITH RIGHT OF SURVIVORSHIP  
18 OR EQUIVALENT, THE GREATER OF:

19 (I) THE TENANT'S FRACTIONAL INTEREST IN THE PROPERTY;  
20 OR

21 (II) THE PERCENTAGE OF THE PROPERTY'S VALUE, EXCLUSIVE  
22 OF INCOME OR APPRECIATION, CONTRIBUTED BY THE TENANT; OR

23 (2) IN THE CASE OF A TENANCY-BY-THE-ENTIRETIES, ONE-HALF OF  
24 THE VALUE OF THE PROPERTY.

25 (I) (1) "QUALIFYING LIFETIME TRANSFER" MEANS:

26 (I) AN IRREVOCABLE TRANSFER MADE DURING THE LIFETIME  
27 OF THE TRANSFEROR IN WHICH THE TRANSFEROR RETAINED FOR A PERIOD  
28 ACTUALLY TERMINATING AT OR AFTER THE TRANSFEROR'S DEATH:

29 1. POSSESSION OF THE PROPERTY;

30 2. THE RIGHT TO RECEIVE THE INCOME FROM THE

1 PROPERTY;

2 3. THE USE OR ENJOYMENT OF THE PROPERTY;

3 4. A QUALIFYING JOINT INTEREST;

4 5. A QUALIFYING POWER OF DISPOSITION; OR

5 6. THE RIGHT TO RECEIVE AN ANNUITY OR OTHER  
6 PERIODIC PAYMENT FROM THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A  
7 PERIODIC PAYMENT BASED ON THE VALUE OF THE PROPERTY;

8 (II) AN IRREVOCABLE TRANSFER MADE DURING THE LIFETIME  
9 OF THE TRANSFEROR IN WHICH THE TRANSFEROR RETAINED AN INTEREST  
10 DESCRIBED IN ITEM (I) OF THIS PARAGRAPH THAT ACTUALLY TERMINATED BEFORE  
11 THE TRANSFEROR'S DEATH, AND THE REMAINING VALUE OF THE PROPERTY  
12 TRANSFERRED THEN PASSED TO A RECIPIENT OTHER THAN THE TRANSFEROR OR  
13 THE TRANSFEROR'S SPOUSE; OR

14 (III) ANY OTHER IRREVOCABLE TRANSFER MADE DURING THE  
15 LIFETIME OF THE TRANSFEROR, OTHER THAN A TRANSFER TO THE TRANSFEROR'S  
16 SPOUSE.

17 (2) "QUALIFYING LIFETIME TRANSFER" DOES NOT INCLUDE A  
18 TRANSFER MADE IN ACCORDANCE WITH A BONA FIDE SALE FOR ADEQUATE  
19 CONSIDERATION IN MONEY OR MONEY'S WORTH.

20 (J) "QUALIFYING POWER OF DISPOSITION" MEANS A POWER, WHETHER OR  
21 NOT THE HOLDER HAS THE CAPACITY TO EXERCISE THAT POWER, BY WHICH THE  
22 HOLDER, DURING THE LIFE OF THE HOLDER OR ON THE HOLDER'S DEATH, MAY:

23 (1) APPOINT THE PROPERTY SUBJECT TO THE POWER TO THE  
24 HOLDER, THE HOLDER'S ESTATE, THE HOLDER'S CREDITORS, OR THE CREDITORS OF  
25 THE HOLDER'S ESTATE, UNLESS THE POWER OF APPOINTMENT IS NOT CREATED,  
26 DIRECTLY OR INDIRECTLY, BY THE HOLDER AND IS LIMITED BY AN ASCERTAINABLE  
27 STANDARD RELATING TO THE HOLDER'S HEALTH, EDUCATION, SUPPORT, OR  
28 MAINTENANCE;

29 (2) DESIGNATE THE RECIPIENT OR RECIPIENTS OF THE PROPERTY  
30 ON THE HOLDER'S DEATH, INCLUDING IN ACCORDANCE WITH A BENEFICIARY  
31 DESIGNATION, A PAYABLE ON DEATH DESIGNATION, OR A TRANSFER ON DEATH  
32 DESIGNATION; OR

1           **(3) DETERMINE, ALTER, OR AMEND THE POSSESSION OR ENJOYMENT**  
2 **OF, OR THE RIGHT TO INCOME FROM, THE PROPERTY SUBJECT TO THE POWER IF**  
3 **THE POWER WAS CREATED, DIRECTLY OR INDIRECTLY, BY THE HOLDER.**

4           **(K) “REVOCABLE” HAS THE MEANING STATED IN § 14.5–103 OF THIS**  
5 **ARTICLE.**

6           **(L) “REVOCABLE TRUST OF THE DECEDENT” MEANS ANY TRUST OF WHICH**  
7 **A DECEDENT WAS THE SETTLOR THAT WAS REVOCABLE BY THE DECEDENT BEFORE**  
8 **THE DECEDENT’S DEATH OR INCAPACITY.**

9           **(M) “SETTLOR” HAS THE MEANING STATED IN § 14.5–103 OF THIS ARTICLE.**

10           **(N) “SPOUSAL BENEFITS” MEANS THE AGGREGATE VALUE OF PROPERTY**  
11 **PASSING TO OR IN TRUST FOR THE BENEFIT OF THE SURVIVING SPOUSE BY REASON**  
12 **OF A DECEDENT’S DEATH AND PROPERTY HELD FOR THE BENEFIT OF THE**  
13 **SURVIVING SPOUSE IN ANY TRUST CREATED DURING A DECEDENT’S LIFETIME OF**  
14 **WHICH THE DECEDENT WAS A SETTLOR, REDUCED BY:**

15           **(1) WITH RESPECT TO PROPERTY THAT THE DECEDENT OWNED**  
16 **JOINTLY WITH THE SURVIVING SPOUSE, THAT PORTION OF THE VALUE OF THE**  
17 **PROPERTY THAT IS NOT INCLUDED IN THE ESTATE SUBJECT TO ELECTION;**

18           **(2) THE VALUE OF ASSETS PASSING BY REASON OF THE DECEDENT’S**  
19 **DEATH TO ANY TRUST OF WHICH THE SURVIVING SPOUSE IS NOT THE SOLE**  
20 **BENEFICIARY DURING THE SURVIVING SPOUSE’S LIFETIME;**

21           **(3) THE VALUE OF ASSETS HELD IN ANY TRUST CREATED DURING THE**  
22 **DECEDENT’S LIFETIME OF WHICH:**

23                   **(I) THE DECEDENT WAS A SETTLOR; AND**

24                   **(II) THE SURVIVING SPOUSE IS NOT THE SOLE BENEFICIARY**  
25 **DURING THE SURVIVING SPOUSE’S LIFETIME;**

26           **(4) ONE-QUARTER OF THE AGGREGATE VALUE OF ASSETS PASSING**  
27 **BY REASON OF THE DECEDENT’S DEATH TO, OR HELD AT THE TIME OF THE**  
28 **DECEDENT’S DEATH IN, ANY MARITAL TRUST;**

29           **(5) ONE-THIRD OF THE AGGREGATE VALUE OF ASSETS PASSING BY**  
30 **REASON OF THE DECEDENT’S DEATH TO, OR HELD AT THE TIME OF THE DECEDENT’S**  
31 **DEATH IN, ANY TRUST, WHETHER TESTAMENTARY OR CREATED DURING THE**  
32 **DECEDENT’S LIFETIME:**

1                   **(I) EXCLUDING A TRUST DESCRIBED UNDER ITEM (4) OF THIS**  
2 **SUBSECTION;**

3                   **(II) OF WHICH THE DECEDENT WAS A SETTLOR, IF THE TRUST**  
4 **WAS CREATED DURING THE DECEDENT’S LIFETIME;**

5                   **(III) THAT IS HELD FOR THE EXCLUSIVE LIFETIME BENEFIT OF**  
6 **THE SURVIVING SPOUSE; AND**

7                   **(IV) FROM WHICH THE TRUSTEES MAY MAKE DISTRIBUTIONS TO**  
8 **OR FOR THE BENEFIT OF THE SURVIVING SPOUSE IN ACCORDANCE WITH A**  
9 **STANDARD NOT MORE RESTRICTIVE THAN THAT UNDER § 14-402(B)(3) OF THIS**  
10 **ARTICLE; AND**

11                   **(6) THE ENTIRE VALUE OF ANY TRUST FOR THE EXCLUSIVE LIFETIME**  
12 **BENEFIT OF THE SURVIVING SPOUSE THAT IS NOT A MARITAL TRUST AND IS NOT**  
13 **DESCRIBED UNDER ITEM (5) OF THIS SUBSECTION.**

14                   **(O) “VALUE” MEANS:**

15                   **(1) FOR AN ASSET INCLUDED IN THE GROSS ESTATE OF A DECEDENT**  
16 **UNDER § 7-301(B) OF THE TAX – GENERAL ARTICLE, THE VALUE OF THE ASSET**  
17 **UNDER TITLE 7, SUBTITLE 3 OF THE TAX – GENERAL ARTICLE, IF A MARYLAND**  
18 **ESTATE TAX RETURN IS REQUIRED TO BE FILED WITH RESPECT TO THE DECEDENT;**  
19 **AND**

20                   **(2) FOR ANY OTHER ASSET, THE VALUE OF THE ASSET UNDER § 7-202**  
21 **OF THIS ARTICLE, REGARDLESS OF WHETHER THE ASSET IS REQUIRED TO BE**  
22 **REPORTED ON AN INVENTORY.**

23 **3-402.**

24                   **THE PURPOSES OF THIS SUBTITLE ARE:**

25                   **(1) TO ENSURE THAT A SURVIVING SPOUSE IS REASONABLY**  
26 **PROVIDED FOR DURING THE SURVIVING SPOUSE’S REMAINING LIFETIME; AND**

27                   **(2) SUBJECT TO ITEM (1) OF THIS SECTION, TO PROVIDE A TESTATOR**  
28 **FLEXIBILITY IN ORDERING THE TESTATOR’S AFFAIRS.**

29 **3-403.**

30                   **THE SURVIVING SPOUSE MAY ELECT TO TAKE AN ELECTIVE SHARE OF AN**  
31 **ESTATE SUBJECT TO ELECTION AS FOLLOWS:**

1           **(1) IF THERE IS SURVIVING ISSUE, THE ELECTIVE SHARE SHALL**  
2 **EQUAL ONE-THIRD OF THE VALUE OF THE ESTATE SUBJECT TO ELECTION, REDUCED**  
3 **BY THE VALUE OF ALL SPOUSAL BENEFITS; OR**

4           **(2) IF THERE IS NO SURVIVING ISSUE, THE ELECTIVE SHARE SHALL**  
5 **EQUAL ONE-HALF OF THE VALUE OF THE ESTATE SUBJECT TO ELECTION, REDUCED**  
6 **BY THE VALUE OF ALL SPOUSAL BENEFITS.**

7 **3-404.**

8           **(A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE VALUE OF**  
9 **THE DECEDENT'S AUGMENTED ESTATE SHALL BE CALCULATED BY TOTALING THE**  
10 **VALUE OF:**

11                   **(I) THE PROBATE ESTATE OF THE DECEDENT;**

12                   **(II) ALL REVOCABLE TRUSTS OF THE DECEDENT;**

13                   **(III) ALL PROPERTY WITH RESPECT TO WHICH THE DECEDENT,**  
14 **IMMEDIATELY BEFORE DEATH, HELD A QUALIFYING POWER OF DISPOSITION;**

15                   **(IV) ALL QUALIFYING JOINT INTERESTS OF THE DECEDENT; AND**

16                   **(V) ALL QUALIFYING LIFETIME TRANSFERS OF THE DECEDENT.**

17           **(2) IF A PROPERTY INTEREST IS INCLUDED IN THE AUGMENTED**  
18 **ESTATE UNDER MORE THAN ONE ITEM OF PARAGRAPH (1) OF THIS SUBSECTION,**  
19 **ONLY THE ITEM RESULTING IN THE LARGEST AUGMENTED ESTATE SHALL APPLY.**

20           **(B) THE ESTATE SUBJECT TO ELECTION SHALL BE CALCULATED BY**  
21 **REDUCING THE VALUE OF THE DECEDENT'S AUGMENTED ESTATE BY:**

22                   **(1) FUNERAL AND ADMINISTRATION EXPENSES PAYABLE FROM THE**  
23 **AUGMENTED ESTATE;**

24                   **(2) FAMILY ALLOWANCES PAYABLE FROM THE AUGMENTED ESTATE;**

25                   **(3) ENFORCEABLE CLAIMS AND DEBTS AGAINST ANY PART OF THE**  
26 **AUGMENTED ESTATE;**

27                   **(4) THE VALUE OF ANY ASSETS INCLUDED IN THE AUGMENTED**  
28 **ESTATE THAT, AT THE TIME OF THE DECEDENT'S DEATH, WERE HELD IN A TRUST OF**  
29 **WHICH THE DECEDENT IS NOT A SETTLOR, IF:**

1 (I) THE ASSETS WERE NOT PREVIOUSLY OWNED BY THE  
2 DECEDENT; OR

3 (II) THE ASSETS WERE PREVIOUSLY OWNED BY THE DECEDENT  
4 BUT WERE SOLD BY THE DECEDENT IN ACCORDANCE WITH A BONA FIDE SALE FOR  
5 ADEQUATE CONSIDERATION IN MONEY OR MONEY'S WORTH;

6 (5) THE VALUE OF ANY ASSETS INCLUDED IN THE AUGMENTED  
7 ESTATE UNDER SUBSECTION (A)(1)(III) OF THIS SECTION THAT, AT THE TIME OF THE  
8 DECEDENT'S DEATH, WERE HELD:

9 (I) IN A TRUST ESTABLISHED UNDER § 1917(C)(2)(B)(III),  
10 (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY ACT;

11 (II) IN AN ACCOUNT ESTABLISHED UNDER § 529A OF THE  
12 INTERNAL REVENUE CODE; OR

13 (III) IN A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN  
14 INDIVIDUAL WHO IS DISABLED AS DEFINED IN § 1614(A)(3) OF THE SOCIAL  
15 SECURITY ACT;

16 (6) THE VALUE OF ANY PROPERTY INCLUDED IN THE AUGMENTED  
17 ESTATE UNDER SUBSECTION (A)(1)(III), (IV), OR (V) OF THIS SECTION, THE  
18 DISPOSITION OF WHICH THE SURVIVING SPOUSE OF THE DECEDENT CONSENTED TO  
19 IN WRITING DURING THE DECEDENT'S LIFETIME OTHER THAN BY MEANS OF  
20 SPOUSAL CONSENT TO SPLIT-GIFT TREATMENT UNDER THE FEDERAL GIFT TAX  
21 LAWS;

22 (7) THE VALUE OF ANY QUALIFYING LIFETIME TRANSFER OF THE  
23 DECEDENT DESCRIBED IN § 3-401(I)(1)(II) OF THIS SUBTITLE WHERE:

24 (I) THE INITIAL TRANSFER TOOK PLACE BEFORE THE  
25 DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT; OR

26 (II) THE DECEDENT'S INTEREST IN THE PROPERTY  
27 TRANSFERRED TERMINATED MORE THAN 2 YEARS BEFORE THE DECEDENT'S DEATH;

28 (8) THE VALUE OF ANY QUALIFYING LIFETIME TRANSFER OF THE  
29 DECEDENT DESCRIBED IN § 3-401(I)(1)(III) OF THIS SUBTITLE THAT OCCURRED  
30 BEFORE THE LATER OF:

31 (I) THE DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF

1 THE DECEDENT; OR

2 (II) 2 YEARS BEFORE THE DECEDENT'S DEATH;

3 (9) THE VALUE OF ANY INTEREST IN REAL PROPERTY INCLUDED IN  
4 THE AUGMENTED ESTATE BY REASON OF THE DECEDENT'S RETENTION OF A LIFE  
5 ESTATE IN THE REAL PROPERTY IF:

6 (I) AT THE TIME OF THE DECEDENT'S DEATH, THE DECEDENT  
7 HELD NO QUALIFYING POWER OF DISPOSITION OVER THE REAL PROPERTY; AND

8 (II) THE DECEDENT'S LIFE ESTATE IN THE PROPERTY WAS  
9 CREATED MORE THAN 2 YEARS BEFORE THE DECEDENT'S DEATH; AND

10 (10) THE VALUE OF THE PROCEEDS OF AN INSURANCE POLICY ON THE  
11 DECEDENT'S LIFE IN EXCESS OF THE NET CASH SURRENDER VALUE OF THE POLICY  
12 IMMEDIATELY BEFORE THE DECEDENT'S DEATH OR, IN THE CASE OF TERM  
13 INSURANCE, IN EXCESS OF THE TOTAL PREMIUMS PAID, IF:

14 (I) THE PROCEEDS ARE INCLUDED IN THE AUGMENTED  
15 ESTATE;

16 (II) THE PROCEEDS ARE PAYABLE TO A CHARITY OR TO OR FOR  
17 THE EXCLUSIVE LIFETIME BENEFIT OF AN ANCESTOR, A DESCENDANT, A  
18 STEP-DESCENDANT, OR A SIBLING OF THE DECEDENT; AND

19 (III) 1. THE POLICY WAS PURCHASED BEFORE THE  
20 DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT;

21 2. THE POLICY WAS PURCHASED MORE THAN 5 YEARS  
22 BEFORE THE DECEDENT'S DEATH; OR

23 3. THE SURVIVING SPOUSE OF THE DECEDENT  
24 CONSENTED IN WRITING DURING THE DECEDENT'S LIFETIME TO THE DISPOSITION  
25 OF THE PROCEEDS AS DESCRIBED IN ITEM (II) OF THIS ITEM.

26 (C) (1) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED  
27 UNDER § 3-401(I)(1)(I) OF THIS SUBTITLE SHALL BE DETERMINED AS IF THE  
28 PROPERTY STILL WAS OWNED BY THE TRANSFEROR.

29 (2) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED  
30 UNDER § 3-401(I)(1)(II) OF THIS SUBTITLE SHALL BE DETERMINED AS OF THE DATE  
31 OF THE TERMINATION OF THE TRANSFEROR'S INTEREST IN THE TRANSFERRED

1 PROPERTY.

2 (3) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED  
3 UNDER § 3-401(I)(1)(III) OF THIS SUBTITLE SHALL BE DETERMINED AS OF THE DATE  
4 OF THE TRANSFER.

5 3-405.

6 (A) THE RIGHT OF ELECTION OF A SURVIVING SPOUSE:

7 (1) IS PERSONAL TO THE SURVIVING SPOUSE;

8 (2) IS NOT TRANSFERABLE; AND

9 (3) CANNOT BE EXERCISED AFTER THE SURVIVING SPOUSE'S DEATH.

10 (B) SUBJECT TO SUBSECTION (C) OF THIS SECTION, IF THE SURVIVING  
11 SPOUSE IS A MINOR OR INCAPACITATED WITHIN THE MEANING OF § 17-101(C) OF  
12 THIS ARTICLE, THE ELECTION MAY BE EXERCISED BY:

13 (1) AN ORDER OF THE COURT HAVING JURISDICTION OF THE PERSON  
14 OR PROPERTY OF THE MINOR OR INCAPACITATED PERSON;

15 (2) A GUARDIAN OF THE PROPERTY OF THE SURVIVING SPOUSE WHO  
16 HAS BEEN SPECIFICALLY AUTHORIZED TO MAKE THE ELECTION BY ORDER OF THE  
17 COURT HAVING SUPERVISION OF THE GUARDIANSHIP; OR

18 (3) AN AGENT DESIGNATED BY THE SURVIVING SPOUSE UNDER A  
19 POWER OF ATTORNEY THAT SPECIFICALLY AUTHORIZES THE AGENT TO MAKE THE  
20 ELECTION.

21 (C) (1) BEFORE A GUARDIAN OF THE PROPERTY OF THE SURVIVING  
22 SPOUSE OR AN AGENT DESIGNATED BY THE SURVIVING SPOUSE UNDER A POWER OF  
23 ATTORNEY MAY EXERCISE A RIGHT OF ELECTION UNDER SUBSECTION (B) OF THIS  
24 SECTION, THE GUARDIAN OF THE PROPERTY OR THE AGENT SHALL DELIVER NOTICE  
25 OF THE ELECTION TO:

26 (I) ALL INTERESTED PERSONS IN THE DECEDENT'S ESTATE;  
27 AND

28 (II) ALL PERSONS WHO WOULD INHERIT FROM THE SURVIVING  
29 SPOUSE UNDER SUBTITLE 1 OF THIS TITLE IF THE SURVIVING SPOUSE DIED  
30 INTESTATE AND UNMARRIED AT THE TIME THE ELECTION IS MADE.

1           **(2) AN EXERCISE OF A RIGHT OF ELECTION UNDER SUBSECTION (B)**  
2 **OF THIS SECTION IS VALID UNLESS:**

3           **(I) WITHIN 30 DAYS FOLLOWING THE DELIVERY OF NOTICE OF**  
4 **THE ELECTION IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION, A**  
5 **PERSON MAKES AN OBJECTION TO THE ELECTION IN THE COURT IN WHICH THE**  
6 **ELECTION WAS FILED; AND**

7           **(II) FOLLOWING A HEARING ON THAT OBJECTION, THE COURT**  
8 **RULES THAT THE ELECTION IS NOT IN THE BEST INTERESTS OF THE SURVIVING**  
9 **SPOUSE.**

10 **3-406.**

11           **(A) THE RIGHT OF ELECTION OF A SURVIVING SPOUSE MAY BE WAIVED**  
12 **BEFORE OR AFTER MARRIAGE BY A WRITTEN CONTRACT, AGREEMENT, OR WAIVER**  
13 **SIGNED BY THE PARTY WAIVING THE RIGHT OF ELECTION.**

14           **(B) UNLESS THE WAIVER PROVIDES TO THE CONTRARY, A WAIVER OF “ALL**  
15 **RIGHTS”, OR EQUIVALENT LANGUAGE, IN THE PROPERTY OR ESTATE OF A PRESENT**  
16 **OR PROSPECTIVE SPOUSE OR A COMPLETE PROPERTY SETTLEMENT ENTERED INTO**  
17 **AFTER OR IN ANTICIPATION OF SEPARATION OR DIVORCE IS A WAIVER OF ALL**  
18 **RIGHTS OF FAMILY ALLOWANCE AND ELECTIVE SHARE BY EACH SPOUSE IN THE**  
19 **PROPERTY OF THE OTHER AND THE RIGHT TO LETTERS UNDER § 5-104 OF THIS**  
20 **ARTICLE, AND IS AN IRREVOCABLE RENUNCIATION BY EACH SPOUSE OF ALL**  
21 **BENEFITS THAT WOULD OTHERWISE PASS TO THE SPOUSE FROM THE OTHER BY**  
22 **INTESTATE SUCCESSION, BY ELECTIVE SHARE, OR BY VIRTUE OF A WILL OR**  
23 **REVOCABLE TRUST OF THE PRESENT OR PROSPECTIVE SPOUSE EXECUTED BEFORE**  
24 **THE WAIVER OR PROPERTY SETTLEMENT.**

25 **3-407.**

26           **(A) (1) THE ELECTION BY A SURVIVING SPOUSE TO TAKE AN ELECTIVE**  
27 **SHARE SHALL BE MADE WITHIN THE LATER OF:**

28                   **(I) 9 MONTHS AFTER THE DATE OF THE DECEDENT’S DEATH; OR**

29                   **(II) 6 MONTHS AFTER THE FIRST APPOINTMENT OF A PERSONAL**  
30 **REPRESENTATIVE.**

31           **(2) (I) WITHIN THE PERIOD FOR MAKING AN ELECTION, THE**  
32 **SURVIVING SPOUSE MAY FILE WITH THE COURT A PETITION FOR AN EXTENSION OF**  
33 **TIME, WITH A COPY GIVEN TO THE PERSONAL REPRESENTATIVE.**

1 (II) FOR GOOD CAUSE SHOWN, THE COURT MAY EXTEND THE  
2 TIME FOR ELECTION FOR A PERIOD NOT TO EXCEED 3 MONTHS AT A TIME.

3 (B) THE SURVIVING SPOUSE MAY WITHDRAW THE ELECTION AT ANY TIME  
4 BEFORE THE EXPIRATION OF THE TIME FOR MAKING THE ELECTION TO TAKE AN  
5 ELECTIVE SHARE.

6 3-408.

7 (A) (1) AN ELECTION TO TAKE AN ELECTIVE SHARE UNDER THIS  
8 SUBTITLE:

9 (I) SHALL BE IN WRITING AND SIGNED BY THE SURVIVING  
10 SPOUSE OR OTHER PERSON ENTITLED TO MAKE THE ELECTION UNDER § 3-405 OF  
11 THIS SUBTITLE; AND

12 (II) 1. SHALL BE FILED IN THE COURT IN WHICH THE  
13 PERSONAL REPRESENTATIVE OF THE DECEDENT WAS APPOINTED; OR

14 2. IF NO PERSONAL REPRESENTATIVE OF THE  
15 DECEDENT HAS BEEN APPOINTED, SHALL BE FILED IN THE COURT FOR THE  
16 JURISDICTION IN WHICH THE VENUE WOULD BE PROPER UNDER § 5-103 OF THIS  
17 ARTICLE.

18 (2) NOTICE OF THE FILING OF AN ELECTION TO TAKE AN ELECTIVE  
19 SHARE UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY BE DELIVERED TO:

20 (I) THE TRUSTEE OF EACH REVOCABLE TRUST OF THE  
21 DECEDENT; OR

22 (II) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX  
23 RETURN, IF DIFFERENT FROM THE TRUSTEE.

24 (B) THE ELECTION MAY BE IN THE FOLLOWING FORM:

25 "I, A. B., SURVIVING SPOUSE OF C. D., LATE OF THE COUNTY (CITY)  
26 OF....., ELECT TO TAKE MY ELECTIVE SHARE OF THE DECEDENT'S ESTATE  
27 SUBJECT TO ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE  
28 OF THE ANNOTATED CODE OF MARYLAND.

29 .....  
30 (SIGNATURE)".

31 3-409.

1           **(A) ON RECEIPT OF A WRITTEN REQUEST BY THE SURVIVING SPOUSE, ALL**  
2 **INFORMATION NECESSARY TO CALCULATE THE ELECTIVE SHARE UNDER THIS**  
3 **SUBTITLE SHALL BE DELIVERED TO THE SURVIVING SPOUSE BY, AS APPLICABLE:**

4           **(1) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**

5           **(2) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**

6           **(3) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
7 **RETURN.**

8           **(B) (1) THE FILING OF AN ELECTION TO TAKE THE ELECTIVE SHARE**  
9 **UNDER § 3-407 OF THIS SUBTITLE IS DEEMED TO GIVE ADEQUATE NOTICE OF THE**  
10 **ELECTION TO, AS APPLICABLE:**

11           **(i) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**

12           **(ii) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE**  
13 **DECEDENT; OR**

14           **(iii) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
15 **RETURN.**

16           **(2) THE PERSON RECEIVING NOTICE OF AN ELECTION TO TAKE THE**  
17 **ELECTIVE SHARE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL PROMPTLY**  
18 **DELIVER NOTICE OF THE ELECTION TO EACH PERSON FROM WHOM ANY PORTION OF**  
19 **THE ELECTIVE SHARE MAY BE PAYABLE.**

20           **(C) WITHIN 60 DAYS AFTER THE DATE A TRUSTEE OF A REVOCABLE TRUST**  
21 **OF THE DECEDENT ACQUIRES KNOWLEDGE OF THE DECEDENT'S DEATH, THE**  
22 **TRUSTEE SHALL NOTIFY THE SURVIVING SPOUSE OF THE EXISTENCE OF THE TRUST,**  
23 **OF THE IDENTITY OF THE TRUSTEES, AND OF THE SURVIVING SPOUSE'S RIGHT TO**  
24 **REQUEST A COPY OF THE TRUST INSTRUMENT.**

25           **(D) ON RECEIPT OF A WRITTEN REQUEST BY THE PERSONAL**  
26 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**  
27 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
28 **RETURN, THE SURVIVING SPOUSE SHALL DELIVER TO THE PERSON MAKING THE**  
29 **REQUEST ALL INFORMATION RELEVANT TO THE CALCULATION OF THE ELECTIVE**  
30 **SHARE UNDER THIS SUBTITLE THAT IS IN THE POSSESSION OF THE SURVIVING**  
31 **SPOUSE AND NOT OTHERWISE AVAILABLE TO THE PERSON MAKING THE REQUEST.**

32 **3-410.**

1           **(A) THIS SECTION DOES NOT APPLY IF PAYMENT OF THE ELECTIVE SHARE**  
2 **OF A SURVIVING SPOUSE IS OTHERWISE PROVIDED FOR IN:**

3                   **(1) (I) THE DECEDENT'S WILL; OR**

4                               **(II) THE INSTRUMENT GOVERNING ANY TRUST OF WHICH THE**  
5 **DECEDENT WAS THE SETTLOR; OR**

6                   **(2) A WRITTEN AGREEMENT BETWEEN THE PERSONS RESPONSIBLE**  
7 **FOR PAYING THE ELECTIVE SHARE THAT IS APPROVED BY THE COURT.**

8           **(B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE**  
9 **ELECTIVE SHARE OF A SURVIVING SPOUSE SHALL BE PAID:**

10                               **(I) FROM THE PORTION OF THE DECEDENT'S PROBATE ESTATE**  
11 **THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION AND DOES NOT**  
12 **CONSTITUTE ANY PART OF THE SPOUSAL BENEFITS;**

13                               **(II) TO THE EXTENT THE ELECTIVE SHARE IS NOT FULLY PAID**  
14 **AS PROVIDED IN ITEM (I) OF THIS PARAGRAPH:**

15                                       **1. FROM THE PORTION OF ANY REVOCABLE TRUST OF**  
16 **THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION AND DOES**  
17 **NOT CONSTITUTE ANY PART OF THE SPOUSAL BENEFITS; AND**

18                                       **2. IF THERE IS MORE THAN ONE REVOCABLE TRUST OF**  
19 **THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION, BY**  
20 **APPORTIONMENT AMONG THE TRUSTS IN PROPORTION TO THE VALUE OF THE**  
21 **ASSETS OF EACH REVOCABLE TRUST THAT ARE AVAILABLE TO SATISFY THE**  
22 **ELECTIVE SHARE; AND**

23                               **(III) TO THE EXTENT THE ELECTIVE SHARE IS NOT FULLY PAID**  
24 **AS PROVIDED IN ITEMS (I) AND (II) OF THIS PARAGRAPH, BY THE RECIPIENTS OF ANY**  
25 **OTHER PORTIONS OF THE ESTATE SUBJECT TO ELECTION THAT DO NOT CONSTITUTE**  
26 **ANY PART OF THE SPOUSAL BENEFITS, PRORATED AMONG THE RECIPIENTS IN**  
27 **PROPORTION TO THE VALUE OF THE ASSETS RECEIVED BY EACH RECIPIENT.**

28                   **(2) IF ANY PAYMENT REQUIRED BY THIS SUBSECTION IS PREEMPTED**  
29 **BY FEDERAL LAW OR IS TO BE MADE FROM EITHER A TRUST ESTABLISHED UNDER §**  
30 **1917(C)(2)(B)(III), (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY**  
31 **ACT, AN ACCOUNT ESTABLISHED UNDER § 529A OF THE INTERNAL REVENUE CODE,**  
32 **OR A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN INDIVIDUAL WHO IS DISABLED**  
33 **AS DEFINED IN § 1614(A)(3) OF THE SOCIAL SECURITY ACT, THE PORTION OF THE**  
34 **ELECTIVE SHARE PAYABLE UNDER THIS SUBSECTION SHALL BE APPORTIONED**

1 AMONG THOSE RECIPIENTS WHOSE BENEFITS ARE NOT PREEMPTED UNDER  
2 FEDERAL LAW OR WHO ARE NOT BENEFICIARIES OF THOSE TRUSTS OR ACCOUNTS.

3 (C) UNLESS THE SURVIVING SPOUSE AND THE PAYOR AGREE OTHERWISE IN  
4 WRITING, EACH PERSON REQUIRED TO PAY A PORTION OF THE ELECTIVE SHARE  
5 UNDER THIS SECTION SHALL MAKE PAYMENT:

6 (1) IN A MANNER THAT IS DEEMED TO BE IN ACCORDANCE WITH THE  
7 TERMS AND PURPOSES OF ANY INSTRUMENT GOVERNING THE DISPOSITION OF THE  
8 PORTION OF THE ESTATE SUBJECT TO ELECTION FROM WHICH THE PORTION OF THE  
9 ELECTIVE SHARE IS TO BE PAID; AND

10 (2) (I) IN CASH;

11 (II) WITH A PRORATED SHARE OF EACH ITEM OF PROPERTY  
12 FROM WHICH THAT PORTION OF THE ELECTIVE SHARE CAN BE PAID; OR

13 (III) WITH OTHER PROPERTY ACCEPTABLE TO THE SURVIVING  
14 SPOUSE, IN AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF THAT PORTION OF  
15 THE ELECTIVE SHARE TO BE PAID BY THE PAYOR.

16 (D) A PAYOR OR ANY OTHER THIRD PARTY, OTHER THAN THE PERSONAL  
17 REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF  
18 THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX  
19 RETURN, IS NOT LIABLE FOR HAVING MADE A PAYMENT OR TRANSFERRED AN ITEM  
20 OF PROPERTY, OR ANY OTHER BENEFIT FROM WHICH THE ELECTIVE SHARE MIGHT  
21 BE PAID, TO A BENEFICIARY DESIGNATED IN A GOVERNING INSTRUMENT OR  
22 BENEFICIARY DESIGNATION IF THE PAYMENT OR TRANSFER IS MADE:

23 (1) IN GOOD FAITH RELIANCE ON THE VALIDITY OF THE GOVERNING  
24 INSTRUMENT OR BENEFICIARY DESIGNATION ON REQUEST AND SATISFACTORY  
25 PROOF OF THE DEATH OF THE DECEDENT; AND

26 (2) BEFORE THE PAYOR OR OTHER THIRD PARTY RECEIVES WRITTEN  
27 NOTICE OF THE ELECTION BY THE SURVIVING SPOUSE TO RECEIVE THE ELECTIVE  
28 SHARE UNDER THIS SUBTITLE.

29 3-411.

30 (A) ON THE ELECTION OF THE SURVIVING SPOUSE TO TAKE AN ELECTIVE  
31 SHARE UNDER THIS SUBTITLE, ALL PROPERTY OR OTHER BENEFITS THAT WOULD  
32 HAVE PASSED TO THE SURVIVING SPOUSE UNDER THE WILL, OTHER THAN ANY  
33 PORTION OF THE SPOUSAL BENEFITS, SHALL BE TREATED AS IF THE SURVIVING  
34 SPOUSE HAD DIED BEFORE THE EXECUTION OF THE WILL.

1           **(B) THE SURVIVING SPOUSE AND A PERSON CLAIMING THROUGH THE**  
2 **SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY UNDER THE WILL, OTHER THAN**  
3 **PROPERTY FORMING ANY PORTION OF THE SPOUSAL BENEFITS.**

4 **3-412.**

5           **(A) (1) ON THE FINAL PAYMENT OF AN ELECTIVE SHARE, THE PERSONAL**  
6 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**  
7 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
8 **RETURN, AS APPROPRIATE, SHALL FILE WITH THE REGISTER FOR THE COUNTY IN**  
9 **WHICH THE ELECTION UNDER § 3-403 OF THIS SUBTITLE IS FILED A SIGNED**  
10 **STATEMENT, WHICH HAS BEEN VERIFIED BY THE SURVIVING SPOUSE, STATING THE**  
11 **VALUE OF THE ELECTIVE SHARE AND THAT THE ELECTIVE SHARE HAS BEEN PAID IN**  
12 **FULL.**

13           **(2) ON THE REQUEST OF THE SURVIVING SPOUSE, THE PERSONAL**  
14 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**  
15 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
16 **RETURN, THE REGISTER SHALL REDACT FROM THE STATEMENT FILED IN**  
17 **ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION THE VALUE OF THE**  
18 **ELECTIVE SHARE.**

19           **(B) (1) ON THE REQUEST OF THE SURVIVING SPOUSE, THE PERSONAL**  
20 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**  
21 **THE DECEDENT, THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN,**  
22 **ANY PAYOR OF ANY PORTION OF THE ELECTIVE SHARE, OR ANY OTHER PERSON**  
23 **HAVING AN INTEREST IN THE ASSETS FROM WHICH THE ELECTIVE SHARE HAS BEEN**  
24 **PAID, THE REGISTER SHALL CERTIFY IN WRITING THE ACCURACY OF THE**  
25 **CALCULATION AND PAYMENT OF THE ELECTIVE SHARE.**

26           **(2) IF A CERTIFICATION IS REQUESTED UNDER THIS SUBSECTION,**  
27 **THE SURVIVING SPOUSE, THE PERSONAL REPRESENTATIVE OF THE DECEDENT, THE**  
28 **TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT, THE PERSON RESPONSIBLE**  
29 **FOR FILING THE ESTATE TAX RETURN, AND ANY PAYOR OF ANY PORTION OF THE**  
30 **ELECTIVE SHARE SHALL DELIVER TO THE REGISTER ANY INFORMATION AND**  
31 **DOCUMENTATION THAT THE REGISTER MAY DEEM NECESSARY TO VERIFY THE**  
32 **ACCURATE CALCULATION OF THE ELECTIVE SHARE AND THE PAYMENT OF THE**  
33 **ELECTIVE SHARE IN FULL.**

34           **(3) THE REGISTER MAY NOT DISCLOSE ANY INFORMATION OR**  
35 **DOCUMENTATION SUBMITTED TO THE REGISTER IN ACCORDANCE WITH**  
36 **PARAGRAPH (2) OF THIS SUBSECTION.**

1 3-413.

2 IN AN ACTION ARISING UNDER THIS SUBTITLE, A COURT MAY:

3 (1) ON A SHOWING OF CLEAR AND CONVINCING EVIDENCE, MODIFY:

4 (I) THE CALCULATION OF THE VALUE OF AN AUGMENTED  
5 ESTATE;

6 (II) THE CALCULATION OF THE VALUE OF AN ESTATE SUBJECT  
7 TO ELECTION;

8 (III) THE CALCULATION OF THE VALUE OF SPOUSAL BENEFITS;  
9 OR

10 (IV) THE SOURCES OF PAYMENT OF AN ELECTIVE SHARE;

11 (2) CONSIDER THE CIRCUMSTANCES OF ANY TRANSFER OR  
12 ARRANGEMENT, INCLUDING:

13 (I) THE EXTENT OF CONTROL RETAINED BY THE DECEDENT;

14 (II) THE MOTIVATION FOR THE TRANSFER OR ARRANGEMENT;

15 (III) THE FAMILIAL RELATIONSHIP BETWEEN THE DECEDENT  
16 AND THE BENEFICIARY OF THE TRANSFER OR ARRANGEMENT;

17 (IV) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR  
18 ARRANGEMENT DEPRIVES THE SURVIVING SPOUSE OF PROPERTY THAT OTHERWISE  
19 MIGHT FORM PART OF THE VALUE OF THE AUGMENTED ESTATE, ESTATE SUBJECT  
20 TO ELECTION, OR SPOUSAL BENEFITS;

21 (V) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR  
22 ARRANGEMENT PROVIDES A BENEFIT TO THE SURVIVING SPOUSE BEYOND WHAT  
23 WOULD BE AVAILABLE TO THE SURVIVING SPOUSE AS PART OF THE ELECTIVE  
24 SHARE;

25 (VI) THE LENGTH AND NATURE OF THE RELATIONSHIP  
26 BETWEEN THE DECEDENT AND THE SURVIVING SPOUSE; ~~AND~~

27 (VII) THE NATURE AND VALUE OF THE SURVIVING SPOUSE'S  
28 ASSETS; AND

1                   **(VIII) THE RELATIONSHIP OF THE BENEFICIARY OF THE**  
2 **TRANSFER OR ARRANGEMENT TO ANY PREVIOUS OWNER OF THE PROPERTY**  
3 **SUBJECT TO THE TRANSFER OR ARRANGEMENT;**

4                   **(3) AWARD REASONABLE ATTORNEY'S FEES;**

5                   **(4) PASS ORDERS REQUIRING THE HOLDER OR RECIPIENT OF ANY**  
6 **PORTION OF AN AUGMENTED ESTATE, AN ESTATE SUBJECT TO ELECTION, OR**  
7 **SPOUSAL BENEFITS TO PROVIDE ANY INFORMATION THAT THE COURT CONSIDERS**  
8 **NECESSARY TO DETERMINE THE VALUE OR SOURCES OF PAYMENT OF AN ELECTIVE**  
9 **SHARE; AND**

10                  **(5) TRANSMIT ISSUES OF FACT RELATING TO THE VALUE OR SOURCES**  
11 **OF PAYMENT OF AN ELECTIVE SHARE TO THE CIRCUIT COURT OF THE COUNTY IN**  
12 **WHICH THE ELECTION UNDER § 3-403 OF THIS SUBTITLE IS FILED.**

13 7-603.

14                  **(A) [When a] A** personal representative or person nominated as personal  
15 representative **WHO** defends or prosecutes a proceeding in good faith and with just cause[,  
16 he] shall be entitled to receive [his] necessary expenses and disbursements from the estate  
17 regardless of the outcome of the proceeding.

18                  **(B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IN ADDITION**  
19 **TO THE COMPENSATION PROVIDED FOR IN THIS SUBTITLE, A PERSONAL**  
20 **REPRESENTATIVE IS ENTITLED TO REASONABLE COMMISSIONS OR ATTORNEY'S**  
21 **FEES, AS DETERMINED BY THE COURT, IN CONNECTION WITH AN ELECTION BY A**  
22 **SURVIVING SPOUSE TO TAKE AN ELECTIVE SHARE UNDER § 3-403 OF THIS ARTICLE.**

23                  **(2) THE AMOUNT OF COMPENSATION OR ATTORNEY'S FEES**  
24 **CONSENTED TO BY ALL INTERESTED PERSONS IS PRESUMED TO BE REASONABLE.**

25 13-204.

26                  **(a) (1)** If a basis exists as described in § 13-201 of this subtitle for assuming  
27 jurisdiction over the property of a minor or disabled person, the circuit court, without  
28 appointing a guardian, may authorize or direct a transaction with respect to the property,  
29 service, or care arrangement of the minor or disabled person.

30                  **(2) [These] THE transactions DESCRIBED UNDER PARAGRAPH (1) OF**  
31 **THIS SUBSECTION include [but are not limited to]:**

32                  **[(1)] (I)** Payment, delivery, deposit, or retention of funds or property;

1           **[(2)] (II)** Sale, mortgage, lease, or other transfer of property;

2           **[(3)] (III)** Purchase of contracts for an annuity, life care, training, or  
3 education; [or]

4                   **(IV) MAKING THE ELECTION TO TAKE AN ELECTIVE SHARE OF**  
5 **AN ESTATE SUBJECT TO ELECTION UNDER § 3-403 OF THIS ARTICLE; OR**

6           **[(4)] (V)** Any other transaction described in:

7                   **[(i)] 1.** § 13-203(c)(2) of this subtitle;

8                   **[(ii)] 2.** Title 9, Subtitle 2 of this article; or

9                   **[(iii)] 3.** § 15-102 of this article.

10 **14.5-606.**

11           **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**  
12 **INDICATED.**

13                   **(2) “ESTATE SUBJECT TO ELECTION” HAS THE MEANING STATED IN §**  
14 **3-401 OF THIS ARTICLE.**

15                   **(3) “SPOUSAL BENEFITS” HAS THE MEANING STATED IN § 3-401 OF**  
16 **THIS ARTICLE.**

17           **(B) AFTER THE FILING OF AN ELECTION TO TAKE AN ELECTIVE SHARE**  
18 **UNDER § 3-403 OF THIS ARTICLE BECOMES FINAL:**

19                   **(1) ALL PROPERTY OR OTHER BENEFITS THAT WOULD HAVE PASSED**  
20 **TO THE SURVIVING SPOUSE UNDER THE TRUST INSTRUMENT, OTHER THAN ANY**  
21 **PORTION OF THE SPOUSAL BENEFITS, SHALL BE TREATED AS IF THE SURVIVING**  
22 **SPOUSE HAD DIED ON THE DAY BEFORE THE SETTLOR; AND**

23                   **(2) THE SURVIVING SPOUSE OR A PERSON CLAIMING THROUGH THE**  
24 **SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY, OTHER THAN PROPERTY**  
25 **FORMING ANY PORTION OF THE SPOUSAL BENEFITS, UNDER THE TRUST**  
26 **INSTRUMENT.**

27 17-202.

28 “MARYLAND STATUTORY FORM

1 PERSONAL FINANCIAL POWER OF ATTORNEY

2 IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

21 DESIGNATION OF AGENT

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

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

25 I, \_\_\_\_\_,

26 (Name of Principal)

27 Name the following person as my agent:

28 Name of Agent: \_\_\_\_\_

29 Agent's Address: \_\_\_\_\_

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

31 DESIGNATION OF COAGENTS (OPTIONAL)

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

3 I, \_\_\_\_\_,

4 (Name of Principal)

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

6 Name of Coagent: \_\_\_\_\_

7 Coagent's Address: \_\_\_\_\_

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

9 Name of Coagent: \_\_\_\_\_

10 Coagent's Address: \_\_\_\_\_

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

12 Special Instructions Regarding Coagents: \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

18 Name of Successor Agent: \_\_\_\_\_

19 Successor Agent's

20 Address: \_\_\_\_\_

21 Successor Agent's

22 Telephone Number: \_\_\_\_\_

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

25 Name of Second

26 Successor Agent: \_\_\_\_\_

27 Second Successor

28 Agent's Address: \_\_\_\_\_

1 Second Successor Agent's  
 2 Telephone Number: \_\_\_\_\_

3 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

25 SUBJECTS AND AUTHORITY

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

28 Real property – With respect to this subject, I authorize my agent to: demand, buy, sell,  
 29 convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise  
 30 acquire or reject an interest in real property or a right incident to real property; pledge or  
 31 mortgage an interest in real property or right incident to real property as security 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, including a reverse mortgage; release, assign, satisfy, or  
 34 enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract,

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

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

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

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

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

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

25 Benefits from governmental programs or civil or military service (including any benefit,  
26 program, or assistance provided under a statute or regulation including Social Security,  
27 Medicare, and Medicaid) – With respect to this subject, I authorize my agent to: execute  
28 vouchers in the name of the principal for allowances and reimbursements payable by the  
29 United States or a foreign government or by a state or subdivision of a state to the principal;  
30 enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf,  
31 a benefit or program; prepare, file, and maintain a claim of the principal for a benefit or  
32 assistance, financial or otherwise, to which the principal may be entitled under a statute  
33 or regulation; initiate, participate in, submit to alternative dispute resolution, settle,  
34 oppose, or propose or accept a compromise with respect to litigation concerning a benefit or  
35 assistance the principal may be entitled to receive under a statute or regulation; and receive  
36 the financial proceeds of a claim described above and conserve, invest, disburse, or use for  
37 a lawful purpose anything so received.

38 Retirement plans (including a plan or account created by an employer, the principal, or  
39 another individual to provide retirement benefits or deferred compensation of which the  
40 principal is a participant, beneficiary, or owner, including a plan or account under the  
41 following sections of the Internal Revenue Code: (1) an individual retirement account under  
42 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement  
43 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed  
44 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §

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

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

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

39 SPECIAL INSTRUCTIONS (OPTIONAL)

40 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

41 \_\_\_\_\_  
 42 \_\_\_\_\_

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

EFFECTIVE DATE

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

TERMINATION DATE (OPTIONAL)

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

NOMINATION OF GUARDIAN (OPTIONAL)

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

Name of nominee for guardian of my property: \_\_\_\_\_  
 Nominee's address: \_\_\_\_\_  
 Nominee's telephone number: \_\_\_\_\_  
 Name of nominee for guardian of my person: \_\_\_\_\_  
 Nominee's address: \_\_\_\_\_  
 Nominee's telephone number: \_\_\_\_\_

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

IF I AM INCAPACITATED WITHIN THE MEANING OF § 17-101 OF THE ESTATES AND TRUSTS ARTICLE, I DESIGNATE THE FOLLOWING PERSON AS MY AGENT FOR PURPOSES OF MAKING THE ELECTION TO TAKE AN ELECTIVE SHARE OF AN ESTATE SUBJECT TO ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE:

NAME OF DESIGNATED AGENT: \_\_\_\_\_  
 DESIGNATED AGENT'S ADDRESS: \_\_\_\_\_  
 DESIGNATED AGENT'S TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE AND ACKNOWLEDGMENT

\_\_\_\_\_  
 Your Signature \_\_\_\_\_ Date

1 \_\_\_\_\_  
2 Your Name Printed

3 \_\_\_\_\_  
4 \_\_\_\_\_

5 Your Address

6 \_\_\_\_\_  
7 Your Telephone Number

8 STATE OF MARYLAND  
9 (COUNTY) OF \_\_\_\_\_

10 This document was acknowledged before me on

11 \_\_\_\_\_  
12 (Date)

13 By \_\_\_\_\_ to be his/her act.  
14 (Name of Principal)

15 \_\_\_\_\_ (SEAL, IF ANY)  
16 Signature of Notary  
17 My commission expires: \_\_\_\_\_

18 WITNESS ATTESTATION

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

20 \_\_\_\_\_  
21 (Name of Principal)

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

25 \_\_\_\_\_  
26 Witness #1 Signature

27 \_\_\_\_\_  
28 Witness #1 Name Printed

29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 Witness #1 Address

32 \_\_\_\_\_  
33 Witness #1 Telephone Number

34 \_\_\_\_\_

1 Witness #2 Signature

2 \_\_\_\_\_

3 Witness #2 Name Printed

4 \_\_\_\_\_

5 \_\_\_\_\_

6 Witness #2 Address

7 \_\_\_\_\_

8 Witness #2 Telephone Number”

9 17–203.

10 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

11 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

3 DESIGNATION OF AGENT

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

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

7 I, \_\_\_\_\_, name the following person  
8 (Name of Principal)  
9 as my agent:

10 Name of  
11 Agent: \_\_\_\_\_  
12 Agent’s  
13 Address: \_\_\_\_\_  
14 Agent’s Telephone  
15 Number: \_\_\_\_\_

16 DESIGNATION OF COAGENTS (OPTIONAL)

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

19 I, \_\_\_\_\_,  
20 (Name of Principal)

21 Name the following persons as coagents:

22 Name of Coagent: \_\_\_\_\_

23 Coagent’s Address: \_\_\_\_\_

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

25 Name of Coagent: \_\_\_\_\_

26 Coagent’s Address: \_\_\_\_\_

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

28 Special Instructions Regarding Coagents: \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

1

2

## DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

4 Name of Successor Agent: \_\_\_\_\_

5 Successor Agent's

6 Address: \_\_\_\_\_

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

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

10 Name of Second Successor

11 Agent: \_\_\_\_\_

12 Second Successor Agent's

13 Address: \_\_\_\_\_

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

## 15 GRANT OF GENERAL AUTHORITY

16 I ("the principal") grant my agent and any successor agent, with respect to each subject  
17 that I choose below, the authority to do all acts that I could do to:18 (1) Demand, receive, and obtain by litigation or otherwise, money or  
19 another thing of value to which the principal is, may become, or claims to be entitled, and  
20 conserve, invest, disburse, or use anything so received or obtained for the purposes  
21 intended;22 (2) Contract with another person, on terms agreeable to the agent, to  
23 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,  
24 restate, release, or modify the contract or another contract made by or on behalf of the  
25 principal;26 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or  
27 communication the agent considers desirable to accomplish a purpose of a transaction,  
28 including creating a schedule contemporaneously or at a later time listing some or all of the  
29 principal's property and attaching the schedule to this power of attorney;30 (4) Initiate, participate in, submit to alternative dispute resolution, settle,  
31 oppose, or propose or accept a compromise with respect to a claim existing in favor of or  
32 against the principal or intervene in litigation relating to the claim;33 (5) Seek on the principal's behalf the assistance of a court or other  
34 governmental agency to carry out an act authorized in this power of attorney;

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

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

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

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

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

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

#### 15 SUBJECTS AND AUTHORITY

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

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

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

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

30 (\_\_\_) Release, assign, satisfy, or enforce by litigation or otherwise a  
31 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real  
32 property that exists or is asserted

33 (\_\_\_) Manage or conserve an interest in real property or a right incident to  
34 real property owned or claimed to be owned by the principal, including:

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

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

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

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

8 (\_\_\_) Use, develop, alter, replace, remove, erect, or install structures or other  
9 improvements on real property in or incident to which the principal has, or claims to have,  
10 an interest or right

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

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

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

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

19 (\_\_\_) Change the form of title of an interest in or a right incident to real  
20 property

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

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

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

26 (\_\_\_) Demand, buy, receive, accept as a gift or as security for an extension of  
27 credit, or otherwise acquire or reject ownership or possession of tangible personal property  
28 or an interest in tangible personal property

29 (\_\_\_) Sell, exchange, convey with or without covenants, representations, or  
30 warranties, quitclaim, release, surrender, create a security interest in, grant options  
31 concerning, lease, sublease, or otherwise dispose of tangible personal property or an  
32 interest in tangible personal property

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

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

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

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

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

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

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

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

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

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

19            All of the above

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

21            Buy, sell, and exchange stocks and bonds

22            Establish, continue, modify, or terminate an account with respect to  
23 stocks and bonds

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

26            Receive certificates and other evidences of ownership with respect to  
27 stocks and bonds

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

30            All of the above

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

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

5  Establish, continue, modify, and terminate option accounts

6  All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

9             All of the above

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

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

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

16             Enforce the terms of an ownership agreement

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

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

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

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

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

30                    (2)      Determine:

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

32                            (ii)     The nature and extent of the business of the entity or

1 business;

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

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

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

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

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

14 (\_\_\_) Put additional capital into an entity or a business in which the principal  
15 has an interest

16 (\_\_\_) Join in a plan of reorganization, consolidation, conversion,  
17 domestication, or merger of the entity or business

18 (\_\_\_) Sell or liquidate all or part of an entity or business

19 (\_\_\_) Establish the value of an entity or a business under a buyout agreement  
20 to which the principal is a party

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

23 (\_\_\_) Pay, compromise, or contest taxes, assessments, fines, or penalties and  
24 perform other acts to protect the principal from illegal or unnecessary taxation,  
25 assessments, fines, or penalties, with respect to an entity or a business, including attempts  
26 to recover, as permitted by law, money paid before or after the execution of this power of  
27 attorney

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

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

31 (\_\_\_) Continue, pay the premium or make a contribution on, modify,  
32 exchange, rescind, release, or terminate a contract procured by or on behalf of the principal  
33 that insures or provides an annuity to either the principal or another person, whether or

1 not the principal is a beneficiary under the contract

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

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

7  Apply for and receive a loan secured by a contract of insurance or  
8 annuity

9  Surrender and receive the cash surrender value on a contract of  
10 insurance or annuity

11  Exercise an election

12  Exercise investment powers available under a contract of insurance or  
13 annuity

14  Change the manner of paying premiums on a contract of insurance or  
15 annuity

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

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

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

23  Select the form and timing of the payment of proceeds from a contract  
24 of insurance or annuity

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

29  All of the above

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

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

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

6             Exercise for the benefit of the principal a presently exercisable general  
7 power of appointment held by the principal

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

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

15            Conserve, invest, disburse, or use anything received for an authorized  
16 purpose

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

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

22            **ELECT TO TAKE AN ELECTIVE SHARE OF AN ESTATE SUBJECT TO**  
23 **ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE**

24            All of the above

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

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

31            Bring an action to determine adverse claims or intervene or otherwise  
32 participate in litigation

33            Seek an attachment, garnishment, order of arrest, or other preliminary,

1 provisional, or intermediate relief and use an available procedure to effect or satisfy a  
2 judgment, order, or decree

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

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

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

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

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

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

24  All of the above

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

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

30 (1) The principal's children;

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

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

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

4             Provide living quarters for the individuals described above by:

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

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

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

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

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

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

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

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

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

31             All of the above

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

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

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

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

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

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

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

20            All of the above

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

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

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

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

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

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

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

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

6  Select the form and timing of payments under a retirement plan and  
7 withdraw benefits from a plan

8  Make a rollover, including a direct trustee-to-trustee rollover, of  
9 benefits from one retirement plan to another

10  Establish a retirement plan in the principal's name

11  Make contributions to a retirement plan

12  Exercise investment powers available under a retirement plan

13  Borrow from, sell assets to, or purchase assets from a retirement plan

14  All of the above

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

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

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

27  Exercise elections available to the principal under federal, state, local,  
28 or foreign tax law

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

31  All of the above

32 N. Gifts (including gifts to a trust, an account under the Uniform Transfers to

1 Minors Act, a tuition savings account or prepaid tuition plan as defined under Internal  
 2 Revenue Code Section 529, 26 U.S.C. § 529, and an ABLE account as defined under Internal  
 3 Revenue Code Section 529A, 26 U.S.C. § 529A) – With respect to this subject, I authorize  
 4 my agent to:

5  Make outright to, or for the benefit of, a person, a gift of part or all of  
 6 the principal's property, including by the exercise of a presently exercisable general power  
 7 of appointment held by the principal, in an amount for each donee not to exceed the annual  
 8 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),  
 9 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the  
 10 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue  
 11 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the  
 12 annual federal gift tax exclusion limit

13  Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §  
 14 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee  
 15 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

27  All of the above

28 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

29 My agent MAY NOT do any of the following specific acts for me UNLESS I have  
 30 INITIALED the specific authority listed below:

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

1 authority taxable as part of the agent’s estate. INITIAL ONLY the specific authority you  
2 WANT to give your agent.)

3 ( ) Create an inter vivos trust, or amend, revoke, or terminate an existing inter  
4 vivos trust if the trust expressly authorizes that action by the agent

5 ( ) Make a gift, subject to any special instructions in this power of attorney

6 ( ) Create or change rights of survivorship

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

12 ( ) Authorize another person to exercise the authority granted under this power  
13 of attorney

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

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

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

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

22 LIMITATION ON AGENT’S AUTHORITY

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

26 SPECIAL INSTRUCTIONS (OPTIONAL)

27 You may give special instructions on the following lines:

28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_

1

2

EFFECTIVE DATE

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

5

TERMINATION DATE (OPTIONAL)

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

8

NOMINATION OF GUARDIAN (OPTIONAL)

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

11 Name of Nominee for guardian of my property:

12 \_\_\_\_\_

13 Nominee's Address: \_\_\_\_\_

14 Nominee's Telephone Number: \_\_\_\_\_

15 Name of Nominee for guardian of my person:

16 \_\_\_\_\_

17 Nominee's Address: \_\_\_\_\_

18 Nominee's Telephone Number: \_\_\_\_\_

19

SIGNATURE AND ACKNOWLEDGMENT

20 \_\_\_\_\_

21 Your Signature

Date

22 \_\_\_\_\_

23 Your Name Printed

24 \_\_\_\_\_

25 \_\_\_\_\_

26 Your Address

27 \_\_\_\_\_

28 Your Telephone Number

29 STATE OF MARYLAND

30 (COUNTY) OF \_\_\_\_\_

31 This document was acknowledged before me on

32 \_\_\_\_\_ ,

1 (Date)  
 2 by \_\_\_\_\_  
 3 (Name of Principal)  
 4 \_\_\_\_\_ (Seal, if any)  
 5 Signature of Notary  
 6 My commission expires: \_\_\_\_\_

7 WITNESS ATTESTATION

8 The foregoing power of attorney was, on the date written above, published and declared by  
 9 \_\_\_\_\_  
 10 (Name of Principal)

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

14 \_\_\_\_\_  
 15 Witness #1 Signature

16 \_\_\_\_\_  
 17 Witness #1 Name Printed

18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 Witness #1 Address

21 \_\_\_\_\_  
 22 Witness #1 Telephone Number

23 \_\_\_\_\_  
 24 Witness #2 Signature

25 \_\_\_\_\_  
 26 Witness #2 Name Printed

27 \_\_\_\_\_  
 28 \_\_\_\_\_  
 29 Witness #2 Address

30 \_\_\_\_\_  
 31 Witness #2 Telephone Number

32 This document prepared by:  
 33 \_\_\_\_\_  
 34 \_\_\_\_\_

1 Agent's Duties

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

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

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

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

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

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

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

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

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

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

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

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

27 Termination of Agent's Authority

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

31 (1) Death of the principal;

**HOUSE BILL 99**

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

7 **Liability of Agent**

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

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

14           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to  
15 apply only prospectively and may not be applied or interpreted to have any effect on or  
16 application to any estate of a decedent who died before the effective date of this Act or any  
17 revocable trust of a decedent that became irrevocable by reason of the death or incapacity  
18 of the settlor before the effective date of this Act.

19           SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
20 October 1, 2019.

Approved:

---

Governor.

---

Speaker of the House of Delegates.

---

President of the Senate.