

## Chapter 435

**(House Bill 99)**

AN ACT concerning

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

FOR the purpose of repealing certain provisions of law relating to a surviving spouse making an election to take a certain share of the net estate of the decedent instead of the property left to the surviving spouse under the will; establishing certain purposes of this Act; providing that a surviving spouse may take a certain elective share amount of a certain estate subject to election; specifying the manner in which the value of certain qualifying lifetime transfers, augmented estate, and estate subject to election shall be calculated; recodifying certain provisions of law relating to the right of election of a surviving spouse and certain time limits for electing to take an elective share; providing that the right of election may be exercised by a certain guardian of the property of the surviving spouse or a certain agent of the surviving spouse under certain circumstances; requiring the guardian of the property or the agent to provide certain notice before exercising the right of election of a surviving spouse; providing that an exercise of the right of election by the guardian of the property or the agent is valid except under certain circumstances; establishing certain procedures and a certain form for an election to take an elective share; authorizing the waiver of a certain right of election; requiring certain fiduciaries to deliver certain information and provide certain notice relating to a certain elective share of a surviving spouse; requiring a certain trustee to provide certain notice relating to the trust within a certain period of time; requiring the surviving spouse to deliver certain information to certain fiduciaries under certain circumstances; establishing the priority to be used in determining the sources from which a certain elective share amount is payable; establishing the manner of payment of a certain elective share under certain circumstances; providing certain immunity for certain payors and other third parties who make certain payments or transfers before receiving notice of a certain election; establishing the effect of an election to take a certain elective share on the rights of the surviving spouse under a certain will and a certain revocable trust; requiring certain persons, on the payment of an elective share, to file with a certain register of wills a certain statement; requiring the register, on a certain request, to redact from the statement certain information; requiring the register, on receipt of a certain request, to certify in a certain manner the accuracy of the calculation and payment of the elective share; requiring certain persons to deliver to the register certain information and documentation; prohibiting the register from disclosing certain information or documentation; authorizing the orphans' court, or the court exercising jurisdiction of the orphans' court in a county, to pass orders that may be necessary to determine the value or sources of payment of a certain elective share; authorizing the court, in a certain action, to modify, under certain circumstances, certain calculations or sources of payment of a certain elective share, consider the circumstances of certain transfers or arrangements, award certain attorney's fees, pass certain orders

requiring certain individuals to provide certain information to the court, and transmit certain issues of fact to a certain circuit court; providing that a personal representative is entitled to certain reimbursement for certain commissions and attorney's fees in connection with an election to take an elective share; authorizing a court, with respect to a certain minor or disabled person, to authorize or direct an election to take an elective share without first appointing a guardian; altering certain provisions in certain statutory forms for a power of attorney relating to authority to elect to take an elective share in accordance with this Act; defining certain terms; making stylistic changes; providing for the application of this Act; providing for a delayed effective date; and generally relating to the elective share of a surviving spouse.

BY repealing and reenacting, with amendments,

Article – Estates and Trusts

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

Annotated Code of Maryland

(2017 Replacement Volume and 2018 Supplement)

BY repealing and reenacting, without amendments,

Article – Estates and Trusts

Section 3–201(a)

Annotated Code of Maryland

(2017 Replacement Volume and 2018 Supplement)

BY repealing

Article – Estates and Trusts

Section 3–203 through 3–208

Annotated Code of Maryland

(2017 Replacement Volume and 2018 Supplement)

BY adding to

Article – Estates and Trusts

Section 3–401 through 3–413 to be under the new subtitle “Subtitle 4. Elective Share of Surviving Spouse”; and 14.5–606

Annotated Code of Maryland

(2017 Replacement Volume and 2018 Supplement)

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

**Article – Estates and Trusts**

2–102.

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

**(I) CONDUCT JUDICIAL PROBATE;**

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

**(III) SUMMON WITNESSES; AND**

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

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

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

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

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

3-201.

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

[3-203.

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

(1) Funeral and administration expenses;

(2) Family allowances; and

(3) Enforceable claims and debts against the estate.

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

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

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

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

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

[3-204.

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

[3-205.

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

[3-206.

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

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

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

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

representative.

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

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

[3-207.

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

(b) The election may be in this form.

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

.....  
(Signature)]

[3-208.

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

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

(b) (1) If there is an election to take an elective share, contribution to the payment of it shall be prorated among all legatees.

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

(3) Unless specifically provided in the will, a legatee is not entitled to sequestration or compensation from another legatee, or from another part of the estate of the decedent, except that an interest renounced by the surviving spouse and not included in the share of the net estate received by the surviving spouse under this section may be

subject to sequestration for the benefit of individuals who are the natural objects of the bounty of the decedent, in order to avoid a substantial distortion of the intended dispositions of the testator.]

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

##### **3-401.**

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

**(B) “AUGMENTED ESTATE” MEANS AN ESTATE AS CALCULATED UNDER § 3-404 OF THIS SUBTITLE.**

**(C) “COURT” MEANS:**

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

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

**(D) “ESTATE SUBJECT TO ELECTION” MEANS THE PORTION OF AN AUGMENTED ESTATE THAT IS SUBJECT TO ELECTION AS CALCULATED UNDER § 3-404 OF THIS SUBTITLE.**

**(E) “MARITAL TRUST” MEANS ANY TRUST CREATED FOR THE EXCLUSIVE LIFETIME BENEFIT OF THE SPOUSE OF A DECEDENT OR OF THE SETTLOR OF THE TRUST IF:**

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

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

**(F) “PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN” MEANS**

THE PERSON RESPONSIBLE FOR FILING A MARYLAND ESTATE TAX RETURN FOR A DECEDENT UNDER § 7-305 OF THE TAX – GENERAL ARTICLE, REGARDLESS OF WHETHER A MARYLAND ESTATE TAX RETURN ACTUALLY IS REQUIRED TO BE FILED FOR THE DECEDENT.

(G) “PROBATE ESTATE” MEANS ALL PROPERTY PASSING BY TESTATE SUCCESSION.

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

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

(I) THE TENANT’S FRACTIONAL INTEREST IN THE PROPERTY;  
OR

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

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

(I) (1) “QUALIFYING LIFETIME TRANSFER” MEANS:

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

1. POSSESSION OF THE PROPERTY;
2. THE RIGHT TO RECEIVE THE INCOME FROM THE PROPERTY;
3. THE USE OR ENJOYMENT OF THE PROPERTY;
4. A QUALIFYING JOINT INTEREST;
5. A QUALIFYING POWER OF DISPOSITION; OR
6. THE RIGHT TO RECEIVE AN ANNUITY OR OTHER PERIODIC PAYMENT FROM THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A

**PERIODIC PAYMENT BASED ON THE VALUE OF THE PROPERTY;**

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

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

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

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

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

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

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

**(K) "REVOCABLE" HAS THE MEANING STATED IN § 14.5-103 OF THIS ARTICLE.**

**(L) "REVOCABLE TRUST OF THE DECEDENT" MEANS ANY TRUST OF WHICH A DECEDENT WAS THE SETTLOR THAT WAS REVOCABLE BY THE DECEDENT BEFORE THE DECEDENT'S DEATH OR INCAPACITY.**

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

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

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

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

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

**(i) THE DECEDENT WAS A SETTLOR; AND**

**(ii) THE SURVIVING SPOUSE IS NOT THE SOLE BENEFICIARY DURING THE SURVIVING SPOUSE’S LIFETIME;**

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

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

**(i) EXCLUDING A TRUST DESCRIBED UNDER ITEM (4) OF THIS SUBSECTION;**

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

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

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

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

**(O) “VALUE” MEANS:**

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

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

**3-402.**

**THE PURPOSES OF THIS SUBTITLE ARE:**

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

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

**3-403.**

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

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

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

**3-404.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(I) THE DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT; OR**

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

**(9) THE VALUE OF ANY INTEREST IN REAL PROPERTY INCLUDED IN THE AUGMENTED ESTATE BY REASON OF THE DECEDENT'S RETENTION OF A LIFE**

**ESTATE IN THE REAL PROPERTY IF:**

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

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

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

**(I) THE PROCEEDS ARE INCLUDED IN THE AUGMENTED ESTATE;**

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

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

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

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

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

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

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

**3-405.****(A) THE RIGHT OF ELECTION OF A SURVIVING SPOUSE:**

- (1) IS PERSONAL TO THE SURVIVING SPOUSE;**
- (2) IS NOT TRANSFERABLE; AND**
- (3) CANNOT BE EXERCISED AFTER THE SURVIVING SPOUSE'S DEATH.**

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

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

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

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

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

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

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

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

**(I) WITHIN 30 DAYS FOLLOWING THE DELIVERY OF NOTICE OF THE ELECTION IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION, A**

**PERSON MAKES AN OBJECTION TO THE ELECTION IN THE COURT IN WHICH THE ELECTION WAS FILED; AND**

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

**3-406.**

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

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

**3-407.**

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

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

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

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

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

**(B) THE SURVIVING SPOUSE MAY WITHDRAW THE ELECTION AT ANY TIME BEFORE THE EXPIRATION OF THE TIME FOR MAKING THE ELECTION TO TAKE AN**

**ELECTIVE SHARE.**

**3-408.**

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

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

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

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

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

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

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

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

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

**.....  
(SIGNATURE)”.**

**3-409.**

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

- (1) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**
- (2) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**
- (3) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN.**

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

- (I) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**
- (II) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**
- (III) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN.**

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

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

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

**3-410.**

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

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

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

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

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

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

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

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

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

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

**(2) IF ANY PAYMENT REQUIRED BY THIS SUBSECTION IS PREEMPTED BY FEDERAL LAW OR IS TO BE MADE FROM EITHER A TRUST ESTABLISHED UNDER § 1917(C)(2)(B)(III), (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY ACT, AN ACCOUNT ESTABLISHED UNDER § 529A OF THE INTERNAL REVENUE CODE, OR A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN INDIVIDUAL WHO IS DISABLED AS DEFINED IN § 1614(A)(3) OF THE SOCIAL SECURITY ACT, THE PORTION OF THE ELECTIVE SHARE PAYABLE UNDER THIS SUBSECTION SHALL BE APPORTIONED AMONG THOSE RECIPIENTS WHOSE BENEFITS ARE NOT PREEMPTED UNDER FEDERAL LAW OR WHO ARE NOT BENEFICIARIES OF THOSE TRUSTS OR ACCOUNTS.**

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

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

**(2) (I) IN CASH;**

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

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

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

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

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

**3-411.**

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

**(B) THE SURVIVING SPOUSE AND A PERSON CLAIMING THROUGH THE SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY UNDER THE WILL, OTHER THAN**

**PROPERTY FORMING ANY PORTION OF THE SPOUSAL BENEFITS.****3-412.**

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

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

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

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

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

**3-413.**

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

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

**(I) THE CALCULATION OF THE VALUE OF AN AUGMENTED ESTATE;**

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

**(III) THE CALCULATION OF THE VALUE OF SPOUSAL BENEFITS;**  
**OR**

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

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

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

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

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

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

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

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

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

**(VIII) THE RELATIONSHIP OF THE BENEFICIARY OF THE**

**TRANSFER OR ARRANGEMENT TO ANY PREVIOUS OWNER OF THE PROPERTY SUBJECT TO THE TRANSFER OR ARRANGEMENT;**

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

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

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

7-603.

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

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

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

13-204.

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

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

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

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

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

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

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

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

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

[(iii)] 3. § 15-102 of this article.

**14.5-606.**

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

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

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

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

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

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

17-202.

“MARYLAND STATUTORY FORM

PERSONAL FINANCIAL POWER OF ATTORNEY

### IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

### DESIGNATION OF AGENT

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

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

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

(Name of Principal)

Name the following person as my agent:

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

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

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

### DESIGNATION OF COAGENTS (OPTIONAL)

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

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

(Name of Principal)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

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

Successor Agent's  
Address: \_\_\_\_\_

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

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

Name of Second  
Successor Agent: \_\_\_\_\_

Second Successor

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

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

### GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

### SUBJECTS AND AUTHORITY

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

Real property – With respect to this subject, I authorize my agent to: demand, buy, sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt

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

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

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

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

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

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

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

Retirement plans (including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the

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

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

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

#### SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

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**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

\_\_\_\_\_  
Your Name Printed

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
Your Telephone Number

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

This document was acknowledged before me on

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(SEAL, IF ANY)

Signature of Notary  
My commission expires: \_\_\_\_\_

WITNESS ATTESTATION

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

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Name Printed

\_\_\_\_\_  
\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #1 Telephone Number

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Name Printed

\_\_\_\_\_  
Witness #2 Address

\_\_\_\_\_  
Witness #2 Telephone Number”

17–203.

“MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

PLEASE READ CAREFULLY

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

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

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

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

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

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

unanimously unless you specify otherwise in the Special Instructions.

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

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

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

DESIGNATION OF AGENT

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

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

I, \_\_\_\_\_, name the following person  
(Name of Principal)

as my agent:

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

Agent’s Address: \_\_\_\_\_

Agent’s Telephone Number: \_\_\_\_\_

DESIGNATION OF COAGENTS (OPTIONAL)

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

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

Name the following persons as coagents:

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

Coagent’s Address: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

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

Successor Agent's

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

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

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

Name of Second Successor

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

Second Successor Agent's

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

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

GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Exercising voting rights in person or by proxy

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

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

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

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

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

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

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

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

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

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

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

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

(4) Moving the property from place to place;

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

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

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

All of the above

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

Buy, sell, and exchange stocks and bonds

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

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

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

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

All of the above

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

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

Establish, continue, modify, and terminate option accounts

All of the above

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

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

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

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

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

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

Receive statements of account, vouchers, notices, and similar

documents from a financial institution and act with respect to them

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

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

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

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

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

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

All of the above

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

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

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

Enforce the terms of an ownership agreement

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

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

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

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

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

(2) Determine:

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

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

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

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

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

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

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

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

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

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

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

(\_\_\_) Prepare, sign, file, and deliver reports, compilations of information,

returns, or other papers with respect to an entity or business and make related payments

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

All of the above

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

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

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

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

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

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

Exercise an election

Exercise investment powers available under a contract of insurance or annuity

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

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

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

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

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

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

All of the above

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

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

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

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

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

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

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

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

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

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

( ) All of the above

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

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

( ) Bring an action to determine adverse claims or intervene or otherwise participate in litigation

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

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

( ) Submit to alternative dispute resolution, settle, and propose or accept a compromise

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

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

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

( ) Receive money or other thing of value paid in settlement of or as

proceeds of a claim or litigation

All of the above

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

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

(1) The principal's children;

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

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

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

Provide living quarters for the individuals described above by:

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

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

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

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

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

Continue provisions made by the principal for automobiles or other

means of transportation, including registering, licensing, insuring, and replacing the means of transportation, for the individuals described above

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

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

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

All of the above

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

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

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

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

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

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

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

All of the above

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

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

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

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

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

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

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

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

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

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

Establish a retirement plan in the principal's name

Make contributions to a retirement plan

Exercise investment powers available under a retirement plan

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

All of the above

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

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

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

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

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

All of the above

N. Gifts (including gifts to a trust, an account under the Uniform Transfers to Minors Act, a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. § 529, and an ABLE account as defined under Internal Revenue Code Section 529A, 26 U.S.C. § 529A) – With respect to this subject, I authorize my agent to:

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

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

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

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

- (2) The principal's foreseeable obligations and need for maintenance;
- (3) Minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;
- (4) Eligibility for a benefit, a program, or assistance under a statute or regulation; and
- (5) The principal's personal history of making or joining in making gifts.)
- All of the above

#### GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

- Create an inter vivos trust, or amend, revoke, or terminate an existing inter vivos trust if the trust expressly authorizes that action by the agent
- Make a gift, subject to any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation, subject to any special instructions in this power of attorney; and, if I wish to authorize my agent to designate the agent, the agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this authority within the special instructions of this power of attorney or in a separate power of attorney
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate

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

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

LIMITATION ON AGENT’S AUTHORITY

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

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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: \_\_\_\_\_

SIGNATURE AND ACKNOWLEDGMENT

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name Printed

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
Your Telephone Number

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

This document was acknowledged before me on

\_\_\_\_\_,  
(Date)

by \_\_\_\_\_  
(Name of Principal)

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

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

WITNESS ATTESTATION

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

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Name Printed

\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #1 Telephone Number

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Name Printed

\_\_\_\_\_  
Witness #2 Address

\_\_\_\_\_  
Witness #2 Telephone Number

This document prepared by:

\_\_\_\_\_  
\_\_\_\_\_

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

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

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act with care, competence, and diligence for the best interest of the principal;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

\_\_\_\_\_

(Principal's Name) by (Your Signature) as Agent

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

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (4) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (5) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

#### Termination of Agent's Authority

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

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

#### Liability of Agent

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

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

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

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, ~~2019~~ 2020.

**Approved by the Governor, May 13, 2019.**