

SENATE BILL 87

N2
SB 185/07 – JPR

8lr0593

By: **Senators Kelley, Colburn, Conway, Currie, Della, Forehand, Jacobs, Lenett, Muse, Raskin, ~~and Stone~~ Stone, and Simonaire**

Introduced and read first time: January 16, 2008

Assigned to: Judicial Proceedings

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: February 26, 2008

CHAPTER _____

1 AN ACT concerning

2 **Maryland Uniform Power of Attorney Act – Loretta's Law**

3 FOR the purpose of repealing certain provisions of law relating to durable powers of
4 attorney; establishing the Maryland Uniform Power of Attorney Act;
5 establishing certain exceptions to the application of this Act; establishing that a
6 power of attorney created under this Act is durable unless the power of attorney
7 contains a certain provision; requiring a power of attorney to be signed by the
8 principal or a certain other individual; providing that the signature on a power
9 of attorney is presumed genuine under certain circumstances; providing for the
10 validity of certain powers of attorney under certain circumstances; providing
11 that a certain photocopy or electronically transmitted copy of an original power
12 of attorney has a certain effect; providing for the meaning and effect of a certain
13 power of attorney in certain circumstances; authorizing a principal, in a power
14 of attorney, to make a certain nomination; requiring a court to make a certain
15 appointment; establishing the accountability of a certain agent under certain
16 circumstances; establishing that, with certain exceptions, a certain court
17 appointment does not terminate a power of attorney; establishing that a power
18 of attorney is effective under certain circumstances; authorizing a principal in a
19 power of attorney to authorize certain persons to make a certain determination;
20 establishing that a certain power of attorney may become effective on a certain
21 determination by a certain individual; establishing certain circumstances under
22 which a certain person may act as the principal's personal representative for
23 certain purposes; establishing certain circumstances under which a power of
24 attorney terminates; providing that a certain agent's authority remains
25 exercisable, notwithstanding certain circumstances; establishing that the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



1 termination of an agent's authority or a power of attorney is not effective as to
2 certain persons under certain circumstances; establishing that certain persons
3 are bound by certain acts; establishing that the incapacity of a certain principal
4 in a power of attorney does not have a certain effect; establishing that the
5 execution of a power of attorney does not revoke a previously executed power of
6 attorney, with certain exceptions; authorizing a principal in a power of attorney
7 to designate a certain number of coagents for certain purposes; authorizing a
8 principal in a power of attorney to make certain designations and grant a
9 certain authority; establishing the authority of a certain successor agent in
10 certain circumstances; limiting the liability of a certain agent for the actions of
11 another agent in certain circumstances; requiring a certain agent with certain
12 knowledge to take certain actions; establishing liability of a certain agent for
13 failure to take certain actions in certain circumstances; establishing the
14 entitlement of a certain agent to a certain reimbursement in certain
15 circumstances; providing for the acceptance of a certain appointment by an
16 agent under certain circumstances; requiring a certain agent that has accepted
17 a certain appointment to act in a certain manner; providing for the liability of a
18 certain agent under certain circumstances; establishing that a certain agent is
19 not required to disclose certain information, with certain exceptions; requiring a
20 certain agent to comply with a certain request within a certain time period,
21 under certain circumstances; establishing that a certain provision in a power of
22 attorney is binding on certain persons; authorizing certain persons to petition a
23 court for certain purposes; requiring a court to dismiss a certain petition;
24 providing for the liability of a certain agent for a certain amount; authorizing a
25 certain agent to resign by giving a certain notice; authorizing a certain person to
26 rely on a certain presumption concerning a certain signature; authorizing a
27 certain person to rely on a certain power of attorney; authorizing a certain
28 person to request and rely on a certain certification, translation, or opinion,
29 without further investigation; establishing that a certain person is without
30 actual knowledge of a certain fact under certain circumstances; requiring a
31 person to either accept a certain power of attorney or request a certain
32 certification, translation, or opinion of counsel within a certain period after
33 presentation of the power of attorney, except under certain circumstances;
34 requiring a person to accept a certain power of attorney within a certain period
35 after receiving the certification, translation, or opinion of counsel, except under
36 certain circumstances; prohibiting a person from requiring a certain additional
37 or different power of attorney under certain circumstances; providing that a
38 person that refuses to accept a certain power of attorney in violation of this Act
39 is subject to a certain court order and liability for certain fees and costs incurred
40 in a certain action; establishing that this Act does not supersede and is
41 controlled by certain other laws; authorizing a certain agent to do certain acts
42 only under certain circumstances; prohibiting an agent that is not an ancestor,
43 spouse, or descendent of the principal from exercising a certain authority;
44 providing that a certain power of attorney provides a certain agent with certain
45 authority; subjecting a certain grant of authority to certain limitations of this
46 Act; providing for a certain controlling authority under certain circumstances;
47 establishing certain circumstances under which a certain authority is
48 exercisable with respect to certain property; establishing that a certain act

1 performed by a certain agent has a certain effect and inures to the benefit of
 2 and binds certain persons; establishing that a certain agent has authority
 3 described in this Act under certain circumstances; providing that a certain
 4 reference in a power of attorney incorporates a certain provision of this Act as if
 5 set out in full; authorizing a certain principal to modify a certain authority;
 6 providing that a principal, by executing a certain power of attorney, authorizes
 7 an agent to do certain acts; establishing that certain language authorizes a
 8 certain agent to do certain acts; establishing that certain language in a power of
 9 attorney, subject to the terms of a certain document or agreement, authorizes
 10 the agent to do certain acts; establishing that certain language in a power of
 11 attorney authorizes the agent to do only certain acts; establishing that a
 12 document substantially in a certain form may be used to create a certain
 13 statutory form power of attorney; establishing that a certain optional form may
 14 be used by an agent to certify certain facts concerning a power of attorney;
 15 authorizing the use of the title of this Act in certain circumstances; requiring
 16 that, in applying and construing this Act, a certain consideration be given;
 17 establishing that this Act modifies, limits, and supersedes a provision of a
 18 certain federal law, but not certain other provisions; providing for the
 19 application of this Act; defining certain terms; and generally relating to powers
 20 of attorney.

21 BY repealing
 22 Article – Estates and Trusts
 23 Section 13–601 through 13–603 and the subtitle “Subtitle 6. Powers of Attorney”
 24 Annotated Code of Maryland
 25 (2001 Replacement Volume and 2007 Supplement)

26 BY adding to
 27 Article – Estates and Trusts
 28 Section 17–101 through 17–404 to be under the new title “Title 17. Maryland
 29 Uniform Power of Attorney Act”
 30 Annotated Code of Maryland
 31 (2001 Replacement Volume and 2007 Supplement)

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

34 **Article – Estates and Trusts**

35 [Subtitle 6. Powers of Attorney.]

36 [13–601.

37 (a) In this section, “durable power of attorney” means a power of attorney by
 38 which a principal designates another as an attorney in fact or agent and the authority
 39 is exercisable notwithstanding the principal’s subsequent disability or incapacity.

1 (b) Except as provided in subsection (e) of this section, when a principal
2 designates another as an attorney in fact or agent by a power of attorney in writing, it
3 is a durable power of attorney unless otherwise provided by its terms.

4 (c) Any act done by the attorney in fact or agent pursuant to the power
5 during any period of disability or incompetence or uncertainty as to whether the
6 principal is dead or alive has the same effect and inures to the benefit of and binds the
7 principal as if the principal were alive, competent, and not disabled.

8 (d) If a guardian is appointed for the principal, the attorney in fact or agent
9 shall account to the guardian rather than the principal. The guardian has the same
10 power the principal would have but for his disability or incompetence to revoke,
11 suspend, or terminate all or any part of the power of attorney or agency.

12 (e) (1) This section does not apply to an instrument or portion of an
13 instrument that is an advance directive appointing a health care agent under Title 5,
14 Subtitle 6 of the Health – General Article.

15 (2) An instrument or portion of an instrument that is an advance
16 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle
17 6 of the Health – General Article.]

18 [13–602.

19 (a) The death, disability, or incompetence of a principal who has executed a
20 power of attorney in writing does not revoke or terminate the agency as to the
21 attorney in fact, agent, or other person who, without actual knowledge of the death,
22 disability, or incompetence of the principal, acts in good faith under the power of
23 attorney or agency. Unless otherwise invalid or unenforceable, any action taken binds
24 the principal and his heirs, legatees, and personal representatives.

25 (b) In the absence of fraud, an affidavit executed by the attorney in fact or
26 agent and stating that he did not have, at the time of doing an act pursuant to the
27 power of attorney, actual knowledge of the revocation or termination of the power of
28 attorney by death, disability, or incompetence, is conclusive proof of the nonrevocation
29 or nontermination of the power at that time. If the exercise of the power requires
30 execution and delivery of any instrument which is recordable, the affidavit when
31 authenticated for record is likewise recordable.

32 (c) This section may not be construed to alter or affect any provision for
33 revocation or termination contained in the power of attorney.]

34 [13–603.

35 If any member of the armed services of the United States has executed a power
36 of attorney, the fact that the person has been reported or listed, officially or otherwise,

1 as “missing in action”, as that phrase is used in military parlance, may not operate to
2 revoke the power of attorney, unless the instrument otherwise provides.]

3 **TITLE 17. MARYLAND UNIFORM POWER OF ATTORNEY ACT.**

4 **SUBTITLE 1. GENERAL PROVISIONS.**

5 **17-101.**

6 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS
7 INDICATED.

8 (B) (1) “AGENT” MEANS A PERSON GRANTED AUTHORITY TO ACT FOR
9 A PRINCIPAL UNDER A POWER OF ATTORNEY, WHETHER DENOMINATED AN
10 AGENT, ATTORNEY-IN-FACT, OR OTHERWISE.

11 (2) “AGENT” INCLUDES AN ORIGINAL AGENT, COAGENT,
12 SUCCESSOR AGENT, AND A PERSON TO WHICH AN AGENT’S AUTHORITY IS
13 DELEGATED.

14 (C) “DURABLE” MEANS, WITH RESPECT TO A POWER OF ATTORNEY,
15 NOT TERMINATED BY THE PRINCIPAL’S INCAPACITY.

16 (D) “ELECTRONIC” MEANS RELATING TO TECHNOLOGY HAVING
17 ELECTRICAL, DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR
18 SIMILAR CAPABILITIES.

19 (E) “GOOD FAITH” MEANS HONESTY IN FACT.

20 (F) “INCAPACITY” MEANS INABILITY OF AN INDIVIDUAL TO MANAGE
21 PROPERTY OR BUSINESS AFFAIRS EFFECTIVELY BECAUSE THE INDIVIDUAL:

22 (1) MEETS THE GROUNDS REQUIRED FOR THE APPOINTMENT OF
23 A GUARDIAN OF THE PROPERTY OF A DISABLED PERSON DESCRIBED IN § 13-201
24 OF THIS ARTICLE; OR

25 (2) IS:

26 (I) MISSING;

27 (II) DETAINED, INCLUDING INCARCERATED IN A PENAL
28 SYSTEM; OR

1 (III) OUTSIDE THE UNITED STATES AND UNABLE TO
2 RETURN.

3 (G) "PERSON" MEANS AN INDIVIDUAL, CORPORATION, BUSINESS
4 TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY,
5 ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR
6 GOVERNMENTAL SUBDIVISION, AGENCY, INSTRUMENTALITY, OR OTHER LEGAL
7 OR COMMERCIAL ENTITY.

8 (H) "POWER OF ATTORNEY" MEANS A WRITING OR OTHER RECORD
9 THAT GRANTS AUTHORITY TO AN AGENT TO ACT IN THE PLACE OF THE
10 PRINCIPAL, WHETHER OR NOT THE TERM "POWER OF ATTORNEY" IS USED.

11 (I) (1) "PRESENTLY EXERCISABLE GENERAL POWER OF
12 APPOINTMENT" MEANS, WITH RESPECT TO PROPERTY OR A PROPERTY
13 INTEREST SUBJECT TO A POWER OF APPOINTMENT, POWER EXERCISABLE AT
14 THE TIME IN QUESTION TO VEST ABSOLUTE OWNERSHIP IN THE PRINCIPAL
15 INDIVIDUALLY, THE PRINCIPAL'S ESTATE, THE PRINCIPAL'S CREDITORS, OR
16 THE CREDITORS OF THE PRINCIPAL'S ESTATE.

17 (2) "PRESENTLY EXERCISABLE GENERAL POWER OF
18 APPOINTMENT" INCLUDES A POWER OF APPOINTMENT NOT EXERCISABLE UNTIL
19 THE OCCURRENCE OF A SPECIFIED EVENT, THE SATISFACTION OF AN
20 ASCERTAINABLE STANDARD, OR THE PASSAGE OF A SPECIFIED PERIOD ONLY
21 AFTER THE OCCURRENCE OF THE SPECIFIED EVENT, THE SATISFACTION OF THE
22 ASCERTAINABLE STANDARD, OR THE PASSAGE OF THE SPECIFIED PERIOD.

23 (3) "PRESENTLY EXERCISABLE GENERAL POWER OF
24 APPOINTMENT" DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY
25 CAPACITY OR ONLY BY WILL.

26 (J) "PRINCIPAL" MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO
27 AN AGENT IN A POWER OF ATTORNEY.

28 (K) "PROPERTY" MEANS ANYTHING THAT MAY BE THE SUBJECT OF
29 OWNERSHIP, WHETHER REAL OR PERSONAL, LEGAL OR EQUITABLE, OR ANY
30 INTEREST OR RIGHT THEREIN.

31 (L) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A
32 TANGIBLE MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM
33 AND IS RETRIEVABLE IN PERCEIVABLE FORM.

34 (M) "SIGN" MEANS, WITH PRESENT INTENT, TO AUTHENTICATE OR
35 ADOPT A RECORD TO:

1 (1) **EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR**

2 (2) **ATTACH TO OR LOGICALLY ASSOCIATE WITH THE RECORD AN**
3 **ELECTRONIC SOUND, SYMBOL, OR PROCESS.**

4 (N) **“STATE” MEANS A STATE OF THE UNITED STATES, THE DISTRICT**
5 **OF COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY**
6 **TERRITORY OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE**
7 **UNITED STATES.**

8 (O) (1) **“STOCKS AND BONDS” MEANS STOCKS, BONDS, MUTUAL**
9 **FUNDS, AND ALL OTHER TYPES OF SECURITIES AND FINANCIAL INSTRUMENTS,**
10 **WHETHER HELD DIRECTLY, INDIRECTLY, OR IN ANOTHER MANNER.**

11 (2) **“STOCKS AND BONDS” DOES NOT INCLUDE COMMODITY**
12 **FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR STOCK**
13 **INDEXES.**

14 **17-102.**

15 **THIS TITLE APPLIES TO ALL POWERS OF ATTORNEY EXCEPT:**

16 (1) **A POWER TO THE EXTENT THE POWER IS COUPLED WITH AN**
17 **INTEREST IN THE SUBJECT OF THE POWER, INCLUDING A POWER GIVEN TO OR**
18 **FOR THE BENEFIT OF A CREDITOR IN CONNECTION WITH A CREDIT**
19 **TRANSACTION;**

20 (2) **A POWER TO MAKE HEALTH CARE DECISIONS;**

21 (3) **A PROXY OR OTHER DELEGATION TO EXERCISE VOTING**
22 **RIGHTS OR MANAGEMENT RIGHTS WITH RESPECT TO AN ENTITY; AND**

23 (4) **A POWER CREATED ON A FORM PRESCRIBED BY A**
24 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**
25 **INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE.**

26 **17-103.**

27 **A POWER OF ATTORNEY CREATED UNDER THIS TITLE IS DURABLE UNLESS**
28 **THE POWER OF ATTORNEY EXPRESSLY PROVIDES THAT THE POWER OF**
29 **ATTORNEY IS TERMINATED BY THE INCAPACITY OF THE PRINCIPAL.**

30 **17-104.**

1 (A) A POWER OF ATTORNEY SHALL BE SIGNED BY THE PRINCIPAL OR IN
2 THE PRINCIPAL'S CONSCIOUS PRESENCE BY ANOTHER INDIVIDUAL DIRECTED
3 BY THE PRINCIPAL TO SIGN THE PRINCIPAL'S NAME ON THE POWER OF
4 ATTORNEY.

5 (B) A SIGNATURE ON A POWER OF ATTORNEY IS PRESUMED TO BE
6 GENUINE IF THE PRINCIPAL ACKNOWLEDGES THE SIGNATURE BEFORE A
7 NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY LAW TO TAKE
8 ACKNOWLEDGMENTS.

9 **17-105.**

10 (A) A POWER OF ATTORNEY EXECUTED IN THIS STATE ON OR AFTER
11 OCTOBER 1, 2008, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY
12 COMPLIES WITH § 17-104 OF THIS SUBTITLE.

13 (B) A POWER OF ATTORNEY EXECUTED IN THIS STATE BEFORE
14 OCTOBER 1, 2008, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY
15 COMPLIED WITH THE LAW OF THIS STATE AS THE LAW EXISTED AT THE TIME OF
16 EXECUTION.

17 (C) A POWER OF ATTORNEY EXECUTED OTHER THAN IN THIS STATE IS
18 VALID IN THIS STATE IF, WHEN THE POWER OF ATTORNEY WAS EXECUTED, THE
19 EXECUTION COMPLIED WITH:

20 (1) THE LAW OF THE JURISDICTION THAT DETERMINES THE
21 MEANING AND EFFECT OF THE POWER OF ATTORNEY IN ACCORDANCE WITH §
22 17-106 OF THIS SUBTITLE; OR

23 (2) THE REQUIREMENTS FOR A MILITARY POWER OF ATTORNEY
24 IN ACCORDANCE WITH 10 U.S.C. § 1044B.

25 (D) EXCEPT AS OTHERWISE PROVIDED BY STATUTE OTHER THAN THIS
26 TITLE, A PHOTOCOPY OR ELECTRONICALLY TRANSMITTED COPY OF AN
27 ORIGINAL POWER OF ATTORNEY HAS THE SAME EFFECT AS THE ORIGINAL.

28 **17-106.**

29 THE MEANING AND EFFECT OF A POWER OF ATTORNEY IS DETERMINED
30 BY THE LAW OF THE JURISDICTION INDICATED IN THE POWER OF ATTORNEY
31 AND, IN THE ABSENCE OF AN INDICATION OF JURISDICTION, BY THE LAW OF THE
32 JURISDICTION IN WHICH THE POWER OF ATTORNEY WAS EXECUTED.

1 **17-107.**

2 (A) (1) IN A POWER OF ATTORNEY, A PRINCIPAL MAY NOMINATE A
3 GUARDIAN OF THE PRINCIPAL'S ESTATE OR GUARDIAN OF THE PRINCIPAL'S
4 PERSON FOR CONSIDERATION BY THE COURT IF PROTECTIVE PROCEEDINGS
5 FOR THE PRINCIPAL'S ESTATE OR PERSON ARE BEGUN AFTER THE PRINCIPAL
6 EXECUTES THE POWER OF ATTORNEY.

7 (2) EXCEPT FOR GOOD CAUSE SHOWN OR DISQUALIFICATION,
8 THE COURT SHALL MAKE AN APPOINTMENT IN ACCORDANCE WITH THE
9 PRINCIPAL'S MOST RECENT NOMINATION.

10 (B) IF A COURT APPOINTS A GUARDIAN OF THE PRINCIPAL'S ESTATE OR
11 OTHER FIDUCIARY CHARGED WITH THE MANAGEMENT OF SOME OR ALL OF THE
12 PRINCIPAL'S PROPERTY AFTER A PRINCIPAL EXECUTES A POWER OF ATTORNEY:

13 (1) THE AGENT IS ACCOUNTABLE TO THE FIDUCIARY AS WELL AS
14 TO THE PRINCIPAL;

15 (2) THE POWER OF ATTORNEY IS NOT TERMINATED; AND

16 (3) THE AGENT'S AUTHORITY CONTINUES UNLESS LIMITED,
17 SUSPENDED, OR TERMINATED BY THE COURT.

18 **17-108.**

19 (A) A POWER OF ATTORNEY IS EFFECTIVE WHEN EXECUTED UNLESS
20 THE PRINCIPAL PROVIDES IN THE POWER OF ATTORNEY THAT THE POWER OF
21 ATTORNEY BECOMES EFFECTIVE AT A FUTURE DATE OR ON THE OCCURRENCE
22 OF A FUTURE EVENT OR CONTINGENCY.

23 (B) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE
24 OCCURRENCE OF A FUTURE EVENT OR CONTINGENCY, THE PRINCIPAL, IN THE
25 POWER OF ATTORNEY, MAY AUTHORIZE ONE OR MORE PERSONS TO DETERMINE
26 IN A WRITING OR OTHER RECORD THAT THE EVENT OR CONTINGENCY HAS
27 OCCURRED.

28 (C) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE
29 PRINCIPAL'S INCAPACITY AND THE PRINCIPAL HAS NOT AUTHORIZED A PERSON
30 TO DETERMINE WHETHER THE PRINCIPAL IS INCAPACITATED, OR THE PERSON
31 AUTHORIZED IS UNABLE OR UNWILLING TO MAKE THE DETERMINATION, THE
32 POWER OF ATTORNEY BECOMES EFFECTIVE ON A DETERMINATION IN A
33 WRITING OR OTHER RECORD BY:

1 (1) TWO LICENSED PHYSICIANS WHO HAVE EXAMINED THE
2 PRINCIPAL OR ONE LICENSED PHYSICIAN WHO HAS EXAMINED THE PRINCIPAL
3 AND ONE LICENSED PSYCHOLOGIST WHO HAS EVALUATED THE PRINCIPAL THAT
4 THE PRINCIPAL IS INCAPACITATED WITHIN THE MEANING OF § 17-101(F)(1) OF
5 THIS SUBTITLE; OR

6 (2) AN ATTORNEY AT LAW, A JUDGE, OR AN APPROPRIATE
7 GOVERNMENTAL OFFICIAL THAT THE PRINCIPAL IS INCAPACITATED WITHIN
8 THE MEANING OF § 17-101(F)(2) OF THIS SUBTITLE.

9 (D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF
10 ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS
11 THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN ACCORDANCE WITH THE
12 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, §§ 1171
13 THROUGH 1179 OF THE SOCIAL SECURITY ACT, 42 U.S.C. § 1320D, AND
14 APPLICABLE REGULATIONS, TO OBTAIN ACCESS TO THE PRINCIPAL'S
15 HEALTH CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S
16 HEALTH CARE PROVIDER.

17 **17-109.**

18 (A) A POWER OF ATTORNEY TERMINATES WHEN:

19 (1) THE PRINCIPAL DIES;

20 (2) THE PRINCIPAL BECOMES INCAPACITATED, IF THE POWER OF
21 ATTORNEY IS NOT DURABLE;

22 (3) THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;

23 (4) THE POWER OF ATTORNEY PROVIDES THAT IT TERMINATES;

24 (5) THE PURPOSE OF THE POWER OF ATTORNEY IS
25 ACCOMPLISHED; OR

26 (6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE
27 AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF
28 ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE
29 POWER OF ATTORNEY.

30 (B) AN AGENT'S AUTHORITY TERMINATES WHEN:

31 (1) THE PRINCIPAL REVOKES THE AUTHORITY;

1 (2) **THE AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS;**

2 (3) **AN ACTION IS FILED FOR THE DISSOLUTION OR ANNULMENT**
3 **OF THE AGENT'S MARRIAGE TO THE PRINCIPAL OR THEIR LEGAL SEPARATION,**
4 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES; OR**

5 (4) **THE POWER OF ATTORNEY TERMINATES.**

6 (c) **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN**
7 **AGENT'S AUTHORITY IS EXERCISABLE UNTIL THE AUTHORITY TERMINATES**
8 **UNDER SUBSECTION (B) OF THIS SECTION, NOTWITHSTANDING A LAPSE OF TIME**
9 **SINCE THE EXECUTION OF THE POWER OF ATTORNEY.**

10 (d) (1) **TERMINATION OF AN AGENT'S AUTHORITY OR OF A POWER OF**
11 **ATTORNEY IS NOT EFFECTIVE AS TO THE AGENT OR ANOTHER PERSON THAT,**
12 **WITHOUT ACTUAL KNOWLEDGE OF THE TERMINATION, ACTS IN GOOD FAITH**
13 **UNDER THE POWER OF ATTORNEY.**

14 (2) **AN ACT PERFORMED AS DESCRIBED IN PARAGRAPH (1) OF**
15 **THIS SUBSECTION, UNLESS OTHERWISE INVALID OR UNENFORCEABLE, BINDS**
16 **THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST.**

17 (e) (1) **INCAPACITY OF THE PRINCIPAL OF A POWER OF ATTORNEY**
18 **THAT IS NOT DURABLE DOES NOT REVOKE OR TERMINATE THE POWER OF**
19 **ATTORNEY AS TO AN AGENT OR OTHER PERSON THAT, WITHOUT ACTUAL**
20 **KNOWLEDGE OF THE INCAPACITY, ACTS IN GOOD FAITH UNDER THE POWER OF**
21 **ATTORNEY.**

22 (2) **AN ACT PERFORMED AS DESCRIBED IN PARAGRAPH (1) OF**
23 **THIS SUBSECTION, UNLESS OTHERWISE INVALID OR UNENFORCEABLE, BINDS**
24 **THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST.**

25 (f) **THE EXECUTION OF A POWER OF ATTORNEY DOES NOT REVOKE A**
26 **POWER OF ATTORNEY PREVIOUSLY EXECUTED BY THE PRINCIPAL UNLESS THE**
27 **SUBSEQUENT POWER OF ATTORNEY PROVIDES THAT THE PREVIOUS POWER OF**
28 **ATTORNEY IS REVOKED OR THAT ALL OTHER POWERS OF ATTORNEY ARE**
29 **REVOKED.**

30 **17-110.**

31 (a) (1) **A PRINCIPAL MAY DESIGNATE TWO OR MORE PERSONS TO ACT**
32 **AS COAGENTS.**

1 (2) **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,**
2 **EACH COAGENT MAY EXERCISE THE COAGENT'S AUTHORITY INDEPENDENTLY.**

3 **(B) (1) A PRINCIPAL MAY DESIGNATE ONE OR MORE SUCCESSOR**
4 **AGENTS TO ACT IF AN AGENT RESIGNS, DIES, BECOMES INCAPACITATED, IS NOT**
5 **QUALIFIED TO SERVE, OR DECLINES TO SERVE.**

6 (2) **A PRINCIPAL MAY GRANT AUTHORITY TO DESIGNATE ONE OR**
7 **MORE SUCCESSOR AGENTS TO AN AGENT OR OTHER PERSON DESIGNATED BY**
8 **NAME, OFFICE, OR FUNCTION.**

9 (3) **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, A**
10 **SUCCESSOR AGENT:**

11 **(I) HAS THE SAME AUTHORITY AS THAT GRANTED TO THE**
12 **ORIGINAL AGENT; AND**

13 **(II) MAY NOT ACT UNTIL ALL PREDECESSOR AGENTS HAVE**
14 **RESIGNED, DIED, BECOME INCAPACITATED, ARE NO LONGER QUALIFIED TO**
15 **SERVE, OR HAVE DECLINED TO SERVE.**

16 **(C) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY**
17 **AND SUBSECTION (D) OF THIS SECTION, AN AGENT THAT DOES NOT**
18 **PARTICIPATE IN OR CONCEAL A BREACH OF FIDUCIARY DUTY COMMITTED BY**
19 **ANOTHER AGENT, INCLUDING A PREDECESSOR AGENT, IS NOT LIABLE FOR THE**
20 **ACTIONS OF THE OTHER AGENT.**

21 **(D) (1) AN AGENT THAT HAS ACTUAL KNOWLEDGE OF A BREACH OR**
22 **IMMINENT BREACH OF FIDUCIARY DUTY BY ANOTHER AGENT SHALL NOTIFY**
23 **THE PRINCIPAL AND, IF THE PRINCIPAL IS INCAPACITATED, TAKE ANY ACTION**
24 **REASONABLY APPROPRIATE IN THE CIRCUMSTANCES TO SAFEGUARD THE**
25 **PRINCIPAL'S BEST INTEREST.**

26 (2) **AN AGENT THAT FAILS TO NOTIFY THE PRINCIPAL OR TAKE**
27 **ACTION AS REQUIRED BY THIS SUBSECTION IS LIABLE FOR THE REASONABLY**
28 **FORESEEABLE DAMAGES THAT COULD HAVE BEEN AVOIDED IF THE AGENT HAD**
29 **NOTIFIED THE PRINCIPAL OR TAKEN THE ACTION.**

30 **17-111.**

31 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN AGENT IS**
32 **ENTITLED TO REIMBURSEMENT OF EXPENSES REASONABLY INCURRED ON**
33 **BEHALF OF THE PRINCIPAL AND TO COMPENSATION THAT IS REASONABLE**
34 **UNDER THE CIRCUMSTANCES.**

1 17-112.

2 EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, A
3 PERSON ACCEPTS APPOINTMENT AS AN AGENT UNDER A POWER OF ATTORNEY
4 BY EXERCISING AUTHORITY OR PERFORMING DUTIES AS AN AGENT OR BY
5 ANOTHER ASSERTION OR CONDUCT INDICATING ACCEPTANCE.

6 17-113.

7 (A) NOTWITHSTANDING PROVISIONS IN THE POWER OF ATTORNEY, AN
8 AGENT THAT HAS ACCEPTED APPOINTMENT SHALL:

9 (1) ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE
10 EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT AND,
11 OTHERWISE, IN THE PRINCIPAL'S BEST INTEREST;

12 (2) ACT IN GOOD FAITH; AND

13 (3) ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED IN
14 THE POWER OF ATTORNEY.

15 (B) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, AN
16 AGENT THAT HAS ACCEPTED APPOINTMENT SHALL:

17 (1) ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;

18 (2) ACT SO AS NOT TO CREATE A CONFLICT OF INTEREST THAT
19 IMPAIRS THE AGENT'S ABILITY TO ACT IMPARTIALLY IN THE PRINCIPAL'S BEST
20 INTEREST;

21 (3) ACT WITH THE CARE, COMPETENCE, AND DILIGENCE
22 ORDINARILY EXERCISED BY AGENTS IN SIMILAR CIRCUMSTANCES;

23 (4) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND
24 TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;

25 (5) COOPERATE WITH A PERSON THAT HAS AUTHORITY TO MAKE
26 HEALTH CARE DECISIONS FOR THE PRINCIPAL TO CARRY OUT THE PRINCIPAL'S
27 REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT
28 AND, OTHERWISE, ACT IN THE PRINCIPAL'S BEST INTEREST; AND

29 (6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN, TO
30 THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS

1 CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST BASED ON ALL RELEVANT
2 FACTORS, INCLUDING:

3 (I) THE VALUE AND NATURE OF THE PRINCIPAL'S
4 PROPERTY;

5 (II) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND
6 NEED FOR MAINTENANCE;

7 (III) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,
8 INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES; AND

9 (IV) ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR
10 ASSISTANCE UNDER A STATUTE OR REGULATION.

11 (C) AN AGENT THAT ACTS IN GOOD FAITH IS NOT LIABLE TO A
12 BENEFICIARY OF THE PRINCIPAL'S ESTATE PLAN FOR FAILURE TO PRESERVE
13 THE PLAN.

14 (D) AN AGENT THAT ACTS WITH CARE, COMPETENCE, AND DILIGENCE
15 FOR THE BEST INTEREST OF THE PRINCIPAL IS NOT LIABLE SOLELY BECAUSE
16 THE AGENT ALSO BENEFITS FROM THE ACT OR HAS AN INDIVIDUAL OR
17 CONFLICTING INTEREST IN RELATION TO THE PROPERTY OR AFFAIRS OF THE
18 PRINCIPAL.

19 (E) IF AN AGENT IS SELECTED BY THE PRINCIPAL BECAUSE OF SPECIAL
20 SKILLS OR EXPERTISE POSSESSED BY THE AGENT OR IN RELIANCE ON THE
21 AGENT'S REPRESENTATION THAT THE AGENT HAS SPECIAL SKILLS OR
22 EXPERTISE, THE SPECIAL SKILLS OR EXPERTISE SHALL BE CONSIDERED IN
23 DETERMINING WHETHER THE AGENT HAS ACTED WITH CARE, COMPETENCE,
24 AND DILIGENCE UNDER THE CIRCUMSTANCES.

25 (F) ABSENT A BREACH OF DUTY TO THE PRINCIPAL, AN AGENT IS NOT
26 LIABLE IF THE VALUE OF THE PRINCIPAL'S PROPERTY DECLINES.

27 (G) AN AGENT THAT EXERCISES AUTHORITY TO DELEGATE TO ANOTHER
28 PERSON THE AUTHORITY GRANTED BY THE PRINCIPAL OR THAT ENGAGES
29 ANOTHER PERSON ON BEHALF OF THE PRINCIPAL IS NOT LIABLE FOR AN ACT,
30 ERROR OF JUDGMENT, OR DEFAULT OF THAT PERSON IF THE AGENT EXERCISES
31 CARE, COMPETENCE, AND DILIGENCE IN SELECTING AND MONITORING THE
32 PERSON.

33 (H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF
34 ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS,

1 DISBURSEMENTS, OR TRANSACTIONS CONDUCTED ON BEHALF OF THE
2 PRINCIPAL UNLESS ORDERED BY A COURT OR REQUESTED BY THE PRINCIPAL, A
3 GUARDIAN, A CONSERVATOR, ANOTHER FIDUCIARY ACTING FOR THE
4 PRINCIPAL, A GOVERNMENTAL AGENCY HAVING AUTHORITY TO PROTECT THE
5 WELFARE OF THE PRINCIPAL, OR, ON THE DEATH OF THE PRINCIPAL, BY THE
6 PERSONAL REPRESENTATIVE OR SUCCESSOR IN INTEREST OF THE PRINCIPAL'S
7 ESTATE.

8 (2) IF A REQUEST AS DESCRIBED IN PARAGRAPH (1) OF THIS
9 SUBSECTION IS MADE, WITHIN 30 DAYS THE AGENT SHALL COMPLY WITH THE
10 REQUEST OR PROVIDE A WRITING OR OTHER RECORD SUBSTANTIATING WHY
11 ADDITIONAL TIME IS NEEDED AND SHALL COMPLY WITH THE REQUEST WITHIN
12 AN ADDITIONAL 30 DAYS.

13 17-114.

14 A PROVISION IN A POWER OF ATTORNEY RELIEVING AN AGENT OF
15 LIABILITY FOR BREACH OF DUTY IS BINDING ON THE PRINCIPAL AND THE
16 PRINCIPAL'S SUCCESSORS IN INTEREST EXCEPT TO THE EXTENT THE
17 PROVISION:

18 (1) RELIEVES THE AGENT OF LIABILITY FOR BREACH OF DUTY
19 COMMITTED DISHONESTLY, WITH AN IMPROPER MOTIVE, OR WITH RECKLESS
20 INDIFFERENCE TO THE PURPOSES OF THE POWER OF ATTORNEY OR THE BEST
21 INTEREST OF THE PRINCIPAL; OR

22 (2) WAS INSERTED AS A RESULT OF AN ABUSE OF A
23 CONFIDENTIAL OR FIDUCIARY RELATIONSHIP WITH THE PRINCIPAL.

24 17-115.

25 (A) THE FOLLOWING PERSONS MAY PETITION A COURT TO CONSTRUE A
26 POWER OF ATTORNEY OR REVIEW THE AGENT'S CONDUCT, AND GRANT
27 APPROPRIATE RELIEF:

28 (1) THE PRINCIPAL OR THE AGENT;

29 (2) A GUARDIAN, CONSERVATOR, OR OTHER FIDUCIARY ACTING
30 FOR THE PRINCIPAL;

31 (3) A PERSON AUTHORIZED TO MAKE HEALTH CARE DECISIONS
32 FOR THE PRINCIPAL;

33 (4) THE PRINCIPAL'S SPOUSE, PARENT, OR DESCENDANT;

1 **(5) AN INDIVIDUAL WHO WOULD QUALIFY AS A PRESUMPTIVE**
2 **HEIR OF THE PRINCIPAL;**

3 **(6) A PERSON NAMED AS A BENEFICIARY TO RECEIVE ANY**
4 **PROPERTY, BENEFIT, OR CONTRACTUAL RIGHT ON THE PRINCIPAL'S DEATH OR**
5 **AS A BENEFICIARY OF A TRUST CREATED BY OR FOR THE PRINCIPAL THAT HAS A**
6 **FINANCIAL INTEREST IN THE PRINCIPAL'S ESTATE;**

7 **(7) A GOVERNMENTAL AGENCY HAVING REGULATORY**
8 **AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL;**

9 **(8) THE PRINCIPAL'S CAREGIVER OR ANOTHER PERSON THAT**
10 **DEMONSTRATES SUFFICIENT INTEREST IN THE PRINCIPAL'S WELFARE; AND**

11 **(9) A PERSON ASKED TO ACCEPT THE POWER OF ATTORNEY.**

12 **(B) ON MOTION BY THE PRINCIPAL, THE COURT SHALL DISMISS A**
13 **PETITION FILED UNDER THIS SECTION, UNLESS THE COURT FINDS THAT THE**
14 **PRINCIPAL LACKS CAPACITY TO REVOKE THE AGENT'S AUTHORITY OR THE**
15 **POWER OF ATTORNEY.**

16 **17-116.**

17 **AN AGENT THAT VIOLATES THIS TITLE IS LIABLE TO THE PRINCIPAL OR**
18 **THE PRINCIPAL'S SUCCESSORS IN INTEREST FOR THE AMOUNT REQUIRED TO:**

19 **(1) RESTORE THE VALUE OF THE PRINCIPAL'S PROPERTY TO**
20 **WHAT IT WOULD HAVE BEEN HAD THE VIOLATION NOT OCCURRED; AND**

21 **(2) REIMBURSE THE PRINCIPAL OR THE PRINCIPAL'S**
22 **SUCCESSORS IN INTEREST FOR THE ATTORNEY'S FEES AND COSTS PAID ON THE**
23 **AGENT'S BEHALF.**

24 **17-117.**

25 **UNLESS THE POWER OF ATTORNEY PROVIDES A DIFFERENT METHOD FOR**
26 **AN AGENT'S RESIGNATION, AN AGENT MAY RESIGN BY GIVING NOTICE TO THE**
27 **PRINCIPAL AND, IF THE PRINCIPAL IS INCAPACITATED:**

28 **(1) TO THE GUARDIAN, IF ONE HAS BEEN APPOINTED FOR THE**
29 **PRINCIPAL, AND A COAGENT OR SUCCESSOR AGENT; OR**

1 **(2) IF THERE IS NO PERSON AS DESCRIBED IN ITEM (1) OF THIS**
2 **SECTION, TO:**

3 **(I) THE PRINCIPAL’S CAREGIVER;**

4 **(II) ANOTHER PERSON REASONABLY BELIEVED BY THE**
5 **AGENT TO HAVE SUFFICIENT INTEREST IN THE PRINCIPAL’S WELFARE; OR**

6 **(III) A GOVERNMENTAL AGENCY HAVING AUTHORITY TO**
7 **PROTECT THE WELFARE OF THE PRINCIPAL.**

8 **17-118.**

9 **(A) IN THIS SECTION, “ACKNOWLEDGED” MEANS PURPORTEDLY**
10 **VERIFIED BEFORE A NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED TO**
11 **TAKE ACKNOWLEDGEMENTS.**

12 **(B) A PERSON THAT IN GOOD FAITH ACCEPTS AN ACKNOWLEDGED**
13 **POWER OF ATTORNEY WITHOUT ACTUAL KNOWLEDGE THAT THE SIGNATURE IS**
14 **NOT GENUINE MAY RELY ON THE PRESUMPTION UNDER § 17-104(B) OF THIS**
15 **SUBTITLE THAT THE SIGNATURE IS GENUINE.**

16 **(C) A PERSON THAT IN GOOD FAITH ACCEPTS AN ACKNOWLEDGED**
17 **POWER OF ATTORNEY WITHOUT ACTUAL KNOWLEDGE THAT THE POWER OF**
18 **ATTORNEY IS VOID, INVALID, OR TERMINATED, THAT THE PURPORTED AGENT’S**
19 **AUTHORITY IS VOID, INVALID, OR TERMINATED, OR THAT THE AGENT IS**
20 **EXCEEDING OR IMPROPERLY EXERCISING THE AGENT’S AUTHORITY MAY RELY**
21 **ON THE POWER OF ATTORNEY AS IF:**

22 **(1) THE POWER OF ATTORNEY WERE GENUINE, VALID, AND STILL**
23 **IN EFFECT;**

24 **(2) THE AGENT’S AUTHORITY WERE GENUINE, VALID, AND STILL**
25 **IN EFFECT; AND**

26 **(3) THE AGENT HAD NOT EXCEEDED AND HAD PROPERLY**
27 **EXERCISED THE AUTHORITY.**

28 **(D) A PERSON THAT IS ASKED TO ACCEPT AN ACKNOWLEDGED POWER**
29 **OF ATTORNEY MAY REQUEST, AND RELY ON, WITHOUT FURTHER**
30 **INVESTIGATION:**

1 (1) AN AGENT'S CERTIFICATION UNDER PENALTY OF PERJURY OF
2 A FACTUAL MATTER CONCERNING THE PRINCIPAL, AGENT, OR POWER OF
3 ATTORNEY;

4 (2) AN ENGLISH TRANSLATION OF THE POWER OF ATTORNEY IF
5 THE POWER OF ATTORNEY CONTAINS, IN WHOLE OR IN PART, LANGUAGE OTHER
6 THAN ENGLISH; AND

7 (3) AN OPINION OF COUNSEL AS TO A MATTER OF LAW
8 CONCERNING THE POWER OF ATTORNEY IF THE PERSON MAKING THE REQUEST
9 PROVIDES IN A WRITING OR OTHER RECORD THE REASON FOR THE REQUEST.

10 (E) FOR PURPOSES OF THIS SECTION, A PERSON THAT CONDUCTS
11 ACTIVITIES THROUGH EMPLOYEES IS WITHOUT ACTUAL KNOWLEDGE OF A FACT
12 RELATING TO A POWER OF ATTORNEY, A PRINCIPAL, OR AN AGENT IF THE
13 EMPLOYEE CONDUCTING THE TRANSACTION INVOLVING THE POWER OF
14 ATTORNEY IS WITHOUT ACTUAL KNOWLEDGE OF THE FACT.

15 **17-119.**

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

18 (2) "ACKNOWLEDGED" HAS THE MEANING STATED IN § 17-118 OF
19 THIS SUBTITLE.

20 (3) "STATUTORY FORM POWER OF ATTORNEY" MEANS A POWER
21 OF ATTORNEY SUBSTANTIALLY IN THE FORM PROVIDED IN § 17-301 OF THIS
22 TITLE OR THAT MEETS THE REQUIREMENTS FOR A MILITARY POWER OF
23 ATTORNEY IN ACCORDANCE WITH 10 U.S.C. § 1044B.

24 (B) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION:

25 (1) A PERSON SHALL EITHER ACCEPT AN ACKNOWLEDGED
26 STATUTORY FORM POWER OF ATTORNEY OR REQUEST A CERTIFICATION, A
27 TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(D) OF THIS
28 SUBTITLE NO LATER THAN 7 BUSINESS DAYS AFTER PRESENTATION OF THE
29 POWER OF ATTORNEY FOR ACCEPTANCE;

30 (2) IF A PERSON REQUESTS A CERTIFICATION, A TRANSLATION,
31 OR AN OPINION OF COUNSEL UNDER § 17-118(D) OF THIS SUBTITLE, THE
32 PERSON SHALL ACCEPT THE STATUTORY FORM POWER OF ATTORNEY NO LATER
33 THAN 5 BUSINESS DAYS AFTER RECEIPT OF THE CERTIFICATION, TRANSLATION,
34 OR OPINION OF COUNSEL; AND

1 **(3) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR DIFFERENT**
2 **FORM OF POWER OF ATTORNEY FOR AUTHORITY GRANTED IN THE STATUTORY**
3 **FORM POWER OF ATTORNEY THAT WAS PRESENTED.**

4 **(C) A PERSON IS NOT REQUIRED TO ACCEPT AN ACKNOWLEDGED**
5 **STATUTORY FORM POWER OF ATTORNEY IF:**

6 **(1) THE PERSON IS NOT OTHERWISE REQUIRED TO ENGAGE IN A**
7 **TRANSACTION WITH THE PRINCIPAL UNDER THE SAME CIRCUMSTANCES;**

8 **(2) ENGAGING IN A TRANSACTION WITH THE AGENT OR THE**
9 **PRINCIPAL UNDER THE SAME CIRCUMSTANCES WOULD BE INCONSISTENT WITH**
10 **FEDERAL LAW;**

11 **(3) THE PERSON HAS ACTUAL KNOWLEDGE OF THE TERMINATION**
12 **OF THE AUTHORITY OF THE AGENT OR OF THE POWER OF ATTORNEY BEFORE**
13 **EXERCISE OF THE POWER OF ATTORNEY;**

14 **(4) A REQUEST FOR A CERTIFICATION, A TRANSLATION, OR AN**
15 **OPINION OF COUNSEL UNDER § 17-118(D) OF THIS SUBTITLE IS REFUSED;**

16 **(5) THE PERSON IN GOOD FAITH BELIEVES THAT THE POWER OF**
17 **ATTORNEY IS NOT VALID OR THAT THE AGENT DOES NOT HAVE AUTHORITY TO**
18 **PERFORM THE ACT REQUESTED, WHETHER OR NOT A CERTIFICATION, A**
19 **TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(D) OF THIS**
20 **SUBTITLE HAS BEEN REQUESTED OR PROVIDED; OR**

21 **(6) THE PERSON MAKES, OR HAS ACTUAL KNOWLEDGE THAT**
22 **ANOTHER PERSON HAS MADE, A REPORT TO THE LOCAL DEPARTMENT OF**
23 **SOCIAL SERVICES OFFICE STATING A GOOD FAITH BELIEF THAT THE PRINCIPAL**
24 **MAY BE SUBJECT TO PHYSICAL OR FINANCIAL ABUSE, NEGLECT, EXPLOITATION,**
25 **OR ABANDONMENT BY THE AGENT OR A PERSON ACTING FOR OR WITH THE**
26 **AGENT.**

27 **(D) A PERSON THAT REFUSES IN VIOLATION OF THIS SECTION TO**
28 **ACCEPT AN ACKNOWLEDGED STATUTORY FORM POWER OF ATTORNEY IS**
29 **SUBJECT TO:**

30 **(1) A COURT ORDER MANDATING ACCEPTANCE OF THE POWER OF**
31 **ATTORNEY; AND**

32 **(2) LIABILITY FOR REASONABLE ATTORNEY'S FEES AND COSTS**
33 **INCURRED IN AN ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF**

1 THE POWER OF ATTORNEY OR MANDATES ACCEPTANCE OF THE POWER OF
2 ATTORNEY.

3 17-120.

4 THIS TITLE DOES NOT SUPERSEDE OTHER LAWS APPLICABLE TO
5 FINANCIAL INSTITUTIONS OR OTHER ENTITIES, AND THE OTHER LAWS CONTROL
6 IF INCONSISTENT WITH THIS TITLE.

7 SUBTITLE 2. AUTHORITY.

8 17-201.

9 (A) AN AGENT UNDER A POWER OF ATTORNEY MAY DO THE FOLLOWING
10 ON BEHALF OF THE PRINCIPAL OR WITH THE PRINCIPAL'S PROPERTY ONLY IF
11 THE POWER OF ATTORNEY EXPRESSLY GRANTS THE AGENT THE AUTHORITY
12 AND EXERCISE OF THE AUTHORITY IS NOT OTHERWISE PROHIBITED BY
13 ANOTHER AGREEMENT OR INSTRUMENT TO WHICH THE AUTHORITY OR
14 PROPERTY IS SUBJECT:

15 (1) CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS
16 TRUST;

17 (2) MAKE A GIFT;

18 (3) CREATE OR CHANGE RIGHTS OF SURVIVORSHIP;

19 (4) CREATE OR CHANGE A BENEFICIARY DESIGNATION;

20 (5) DELEGATE AUTHORITY GRANTED UNDER THE POWER OF
21 ATTORNEY;

22 (6) WAIVE THE PRINCIPAL'S RIGHT TO BE A BENEFICIARY OF A
23 JOINT AND SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A
24 RETIREMENT PLAN; OR

25 (7) EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS
26 AUTHORITY TO DELEGATE.

27 (B) NOTWITHSTANDING A GRANT OF AUTHORITY TO DO AN ACT
28 DESCRIBED IN SUBSECTION (A) OF THIS SECTION, UNLESS THE POWER OF
29 ATTORNEY OTHERWISE PROVIDES, AN AGENT THAT IS NOT AN ANCESTOR,
30 SPOUSE, OR DESCENDANT OF THE PRINCIPAL MAY NOT EXERCISE AUTHORITY
31 UNDER A POWER OF ATTORNEY TO CREATE IN THE AGENT, OR IN AN INDIVIDUAL

1 TO WHOM THE AGENT OWES A LEGAL OBLIGATION OF SUPPORT, AN INTEREST IN
2 THE PRINCIPAL'S PROPERTY, WHETHER BY GIFT, RIGHT OF SURVIVORSHIP,
3 BENEFICIARY DESIGNATION, DISCLAIMER, OR OTHERWISE.

4 (C) SUBJECT TO SUBSECTIONS (A), (B), (D), AND (E) OF THIS SECTION,
5 IF A POWER OF ATTORNEY GRANTS TO AN AGENT AUTHORITY TO DO ALL ACTS
6 THAT A PRINCIPAL COULD DO, THE AGENT HAS THE GENERAL AUTHORITY
7 DESCRIBED IN §§ 17-204 THROUGH 17-216 OF THIS SUBTITLE.

8 (D) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, A GRANT
9 OF AUTHORITY TO MAKE A GIFT IS SUBJECT TO § 17-217 OF THIS SUBTITLE.

10 (E) SUBJECT TO SUBSECTIONS (A), (B), AND (D) OF THIS SECTION, IF
11 THE SUBJECTS OVER WHICH AUTHORITY IS GRANTED IN A POWER OF ATTORNEY
12 ARE SIMILAR OR OVERLAP, THE BROADEST AUTHORITY CONTROLS.

13 (F) AUTHORITY GRANTED IN A POWER OF ATTORNEY IS EXERCISABLE
14 WITH RESPECT TO PROPERTY THAT THE PRINCIPAL HAS WHEN THE POWER OF
15 ATTORNEY IS EXECUTED OR ACQUIRES LATER, WHETHER OR NOT THE
16 PROPERTY IS LOCATED IN THIS STATE AND WHETHER OR NOT THE AUTHORITY
17 IS EXERCISED OR THE POWER OF ATTORNEY IS EXECUTED IN THIS STATE.

18 (G) AN ACT PERFORMED BY AN AGENT IN ACCORDANCE WITH A POWER
19 OF ATTORNEY HAS THE SAME EFFECT, AND INURES TO THE BENEFIT OF AND
20 BINDS THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST, AS IF
21 THE PRINCIPAL HAD PERFORMED THE ACT.

22 **17-202.**

23 (A) AN AGENT HAS AUTHORITY DESCRIBED IN THIS TITLE IF THE
24 POWER OF ATTORNEY REFERS TO GENERAL AUTHORITY WITH RESPECT TO THE
25 DESCRIPTIVE TERM FOR THE SUBJECTS STATED IN §§ 17-204 THROUGH 17-217
26 OF THIS SUBTITLE OR CITES THE SECTION IN WHICH THE AUTHORITY IS
27 DESCRIBED.

28 (B) A REFERENCE IN A POWER OF ATTORNEY TO GENERAL AUTHORITY
29 WITH RESPECT TO THE DESCRIPTIVE TERM FOR A SUBJECT IN §§ 17-204
30 THROUGH 17-217 OF THIS SUBTITLE OR A CITATION TO A SECTION OF §§ 17-204
31 THROUGH 17-217 OF THIS SUBTITLE INCORPORATES THE ENTIRE SECTION AS
32 IF THE SECTION WERE SET OUT IN FULL IN THE POWER OF ATTORNEY.

33 (C) A PRINCIPAL MAY MODIFY AUTHORITY INCORPORATED BY
34 REFERENCE.

1 **17-203.**

2 **EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, BY**
3 **EXECUTING A POWER OF ATTORNEY THAT INCORPORATES BY REFERENCE A**
4 **SUBJECT DESCRIBED IN §§ 17-204 THROUGH 17-217 OF THIS SUBTITLE OR**
5 **THAT GRANTS TO AN AGENT AUTHORITY TO DO ALL ACTS THAT A PRINCIPAL**
6 **COULD DO IN ACCORDANCE WITH § 17-201(C) OF THIS SUBTITLE, A PRINCIPAL**
7 **AUTHORIZES THE AGENT, WITH RESPECT TO THAT SUBJECT, TO:**

8 **(1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR**
9 **OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL**
10 **IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,**
11 **DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES**
12 **INTENDED;**

13 **(2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE**
14 **TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,**
15 **RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE**
16 **CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE**
17 **PRINCIPAL;**

18 **(3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD**
19 **ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO**
20 **ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A**
21 **SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL**
22 **OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THE**
23 **POWER OF ATTORNEY;**

24 **(4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**
25 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**
26 **COMPROMISE WITH RESPECT TO A CLAIM EXISTING IN FAVOR OF OR AGAINST**
27 **THE PRINCIPAL OR INTERVENE IN LITIGATION RELATING TO THE CLAIM;**

28 **(5) SEEK ON THE PRINCIPAL'S BEHALF THE ASSISTANCE OF A**
29 **COURT OR OTHER GOVERNMENTAL AGENCY TO CARRY OUT AN ACT**
30 **AUTHORIZED IN THE POWER OF ATTORNEY;**

31 **(6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,**
32 **ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR**
33 **OTHER ADVISOR;**

34 **(7) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER**
35 **DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A**
36 **STATUTE OR REGULATION;**

1 **(8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF**
2 **A GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**
3 **INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;**

4 **(9) ACCESS COMMUNICATIONS INTENDED FOR, AND**
5 **COMMUNICATE ON BEHALF OF THE PRINCIPAL, WHETHER BY MAIL,**
6 **ELECTRONIC TRANSMISSION, TELEPHONE, OR OTHER MEANS; AND**

7 **(10) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL**
8 **PROPERTY RELATED TO THE SUBJECT.**

9 **17-204.**

10 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
11 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
12 **REAL PROPERTY AUTHORIZES THE AGENT TO:**

13 **(1) DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**
14 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
15 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY;**

16 **(2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**
17 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**
18 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**
19 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**
20 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**
21 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**
22 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**
23 **OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A**
24 **RIGHT INCIDENT TO REAL PROPERTY;**

25 **(3) PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR**
26 **RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,**
27 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A**
28 **DEBT GUARANTEED BY THE PRINCIPAL;**

29 **(4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR**
30 **OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,**
31 **ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS**
32 **ASSERTED;**

1 **(5) MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR**
2 **A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY**
3 **THE PRINCIPAL, INCLUDING:**

4 **(I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER**
5 **LOSS;**

6 **(II) OBTAINING OR REGAINING POSSESSION OF OR**
7 **PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE;**

8 **(III) PAYING, ASSESSING, COMPROMISING, OR CONTESTING**
9 **TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN**
10 **CONNECTION WITH THEM; AND**

11 **(IV) PURCHASING SUPPLIES, HIRING ASSISTANCE OR**
12 **LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY;**

13 **(6) USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR**
14 **INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR**
15 **INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR**
16 **RIGHT;**

17 **(7) PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL**
18 **PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR RIGHT INCIDENT TO**
19 **REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND**
20 **BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,**
21 **INCLUDING:**

22 **(I) SELLING OR OTHERWISE DISPOSING OF THE STOCKS**
23 **AND BONDS OR OTHER PROPERTY;**

24 **(II) EXERCISING OR SELLING AN OPTION, RIGHT OF**
25 **CONVERSION, OR SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS OR**
26 **OTHER PROPERTY; AND**

27 **(III) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY;**

28 **(8) CHANGE THE FORM OF TITLE OF AN INTEREST IN OR RIGHT**
29 **INCIDENT TO REAL PROPERTY; AND**

30 **(9) DEDICATE TO PUBLIC USE, WITH OR WITHOUT**
31 **CONSIDERATION, EASEMENTS OR OTHER REAL PROPERTY IN WHICH THE**
32 **PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST.**

1 17-205.

2 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
3 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
4 TANGIBLE PERSONAL PROPERTY AUTHORIZES THE AGENT TO:

5 (1) DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY
6 FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT
7 OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN
8 INTEREST IN TANGIBLE PERSONAL PROPERTY;

9 (2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,
10 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,
11 CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,
12 SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN
13 INTEREST IN TANGIBLE PERSONAL PROPERTY;

14 (3) GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL
15 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY
16 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A
17 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL;

18 (4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
19 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE
20 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN
21 INTEREST IN TANGIBLE PERSONAL PROPERTY;

22 (5) MANAGE OR CONSERVE TANGIBLE PERSONAL PROPERTY OR
23 AN INTEREST IN TANGIBLE PERSONAL PROPERTY ON BEHALF OF THE
24 PRINCIPAL, INCLUDING:

25 (I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
26 LOSS;

27 (II) OBTAINING OR REGAINING POSSESSION OF OR
28 PROTECTING THE PROPERTY OR INTEREST, BY LITIGATION OR OTHERWISE;

29 (III) PAYING, ASSESSING, COMPROMISING, OR CONTESTING
30 TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN
31 CONNECTION WITH TAXES OR ASSESSMENTS;

32 (IV) MOVING THE PROPERTY FROM PLACE TO PLACE;

1 (V) STORING THE PROPERTY FOR HIRE OR ON A
2 GRATUITOUS BAILMENT; AND

3 (VI) USING AND MAKING REPAIRS, ALTERATIONS, OR
4 IMPROVEMENTS TO THE PROPERTY; AND

5 (6) CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE
6 PERSONAL PROPERTY.

7 **17-206.**

8 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
9 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
10 STOCKS AND BONDS AUTHORIZES THE AGENT TO:

11 (1) BUY, SELL, AND EXCHANGE STOCKS AND BONDS;

12 (2) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT
13 WITH RESPECT TO STOCKS AND BONDS;

14 (3) PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,
15 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL;

16 (4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF
17 OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; AND

18 (5) EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND
19 BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT
20 TO LIMITATIONS ON THE RIGHT TO VOTE.

21 **17-207.**

22 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
23 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
24 COMMODITIES AND OPTIONS AUTHORIZES THE AGENT TO:

25 (1) BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE
26 COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR
27 STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE; AND

28 (2) ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION
29 ACCOUNTS.

30 **17-208.**

1 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
2 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
3 **BANKS AND OTHER FINANCIAL INSTITUTIONS AUTHORIZES THE AGENT TO:**

4 **(1) CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER**
5 **BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL;**

6 **(2) ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR**
7 **OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND**
8 **LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR**
9 **OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT;**

10 **(3) CONTRACT FOR SERVICES AVAILABLE FROM A FINANCIAL**
11 **INSTITUTION, INCLUDING RENTING A SAFE DEPOSIT BOX OR SPACE IN A VAULT;**

12 **(4) WITHDRAW, BY CHECK, ORDER, ELECTRONIC FUNDS**
13 **TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE PRINCIPAL**
14 **DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL INSTITUTION;**

15 **(5) RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES,**
16 **AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH**
17 **RESPECT TO THEM;**

18 **(6) ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR**
19 **ADD TO THE CONTENTS;**

20 **(7) BORROW MONEY AND PLEDGE AS SECURITY PERSONAL**
21 **PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,**
22 **OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT**
23 **GUARANTEED BY THE PRINCIPAL;**

24 **(8) MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,**
25 **AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER**
26 **NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO**
27 **THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE**
28 **CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT**
29 **DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE;**

30 **(9) RECEIVE FOR THE PRINCIPAL AND ACT ON A SIGHT DRAFT,**
31 **WAREHOUSE RECEIPT, OTHER DOCUMENT OF TITLE WHETHER TANGIBLE OR**
32 **ELECTRONIC, OR OTHER NEGOTIABLE OR NONNEGOTIABLE INSTRUMENT;**

1 **(10) APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT**
2 **AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND**
3 **TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY**
4 **OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT; AND**

5 **(11) CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH**
6 **RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A**
7 **FINANCIAL INSTITUTION.**

8 **17-209.**

9 **SUBJECT TO THE TERMS OF A DOCUMENT OR AN AGREEMENT GOVERNING**
10 **AN ENTITY OR AN ENTITY OWNERSHIP INTEREST, AND UNLESS THE POWER OF**
11 **ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN A POWER OF ATTORNEY**
12 **GRANTING GENERAL AUTHORITY WITH RESPECT TO OPERATION OF AN ENTITY**
13 **OR BUSINESS AUTHORIZES THE AGENT TO:**

14 **(1) OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN**
15 **OWNERSHIP INTEREST;**

16 **(2) PERFORM A DUTY OR DISCHARGE A LIABILITY AND EXERCISE**
17 **IN PERSON OR BY PROXY A RIGHT, POWER, PRIVILEGE, OR OPTION THAT THE**
18 **PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE;**

19 **(3) ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT;**

20 **(4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**
21 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**
22 **COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A**
23 **PARTY BECAUSE OF AN OWNERSHIP INTEREST;**

24 **(5) EXERCISE IN PERSON OR BY PROXY, OR ENFORCE BY**
25 **LITIGATION OR OTHERWISE, A RIGHT, POWER, PRIVILEGE, OR OPTION THE**
26 **PRINCIPAL HAS OR CLAIMS TO HAVE AS THE HOLDER OF STOCKS AND BONDS;**

27 **(6) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**
28 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**
29 **COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A**
30 **PARTY CONCERNING STOCKS AND BONDS;**

31 **(7) WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY**
32 **BY THE PRINCIPAL:**

1 (I) CONTINUE, MODIFY, RENEGOTIATE, EXTEND, AND
2 TERMINATE A CONTRACT MADE BY OR ON BEHALF OF THE PRINCIPAL WITH
3 RESPECT TO THE ENTITY OR BUSINESS BEFORE EXECUTION OF THE POWER OF
4 ATTORNEY;

5 (II) DETERMINE:

6 1. THE LOCATION OF THE OPERATION OF THE
7 ENTITY OR BUSINESS;

8 2. THE NATURE AND EXTENT OF THE BUSINESS OF
9 THE ENTITY OR BUSINESS;

10 3. THE METHODS OF MANUFACTURING, SELLING,
11 MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN
12 THE OPERATION OF THE ENTITY OR BUSINESS;

13 4. THE AMOUNT AND TYPES OF INSURANCE CARRIED
14 BY THE ENTITY OR BUSINESS; AND

15 5. THE MODE OF ENGAGING, COMPENSATING, AND
16 DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER
17 ADVISORS OF THE ENTITY OR BUSINESS;

18 (III) CHANGE THE NAME OR FORM OF ORGANIZATION UNDER
19 WHICH THE ENTITY OR BUSINESS IS OPERATED AND ENTER INTO AN
20 OWNERSHIP AGREEMENT WITH OTHER PERSONS TO TAKE OVER ALL OR PART OF
21 THE OPERATION OF THE ENTITY OR BUSINESS; AND

22 (IV) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY
23 THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE
24 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE
25 OPERATION OF THE ENTITY OR BUSINESS;

26 (8) PUT ADDITIONAL CAPITAL INTO AN ENTITY OR BUSINESS IN
27 WHICH THE PRINCIPAL HAS AN INTEREST;

28 (9) JOIN IN A PLAN OF REORGANIZATION, CONSOLIDATION,
29 CONVERSION, DOMESTICATION, OR MERGER OF THE ENTITY OR BUSINESS;

30 (10) SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR
31 BUSINESS;

1 **(11) ESTABLISH THE VALUE OF AN ENTITY OR BUSINESS UNDER A**
2 **BUYOUT AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY;**

3 **(12) PREPARE, SIGN, FILE, AND DELIVER REPORTS,**
4 **COMPILATIONS OF INFORMATION, RETURNS, OR OTHER PAPERS WITH RESPECT**
5 **TO AN ENTITY OR BUSINESS AND MAKE RELATED PAYMENTS; AND**

6 **(13) PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,**
7 **FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL**
8 **FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR**
9 **PENALTIES, WITH RESPECT TO AN ENTITY OR BUSINESS, INCLUDING ATTEMPTS**
10 **TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR AFTER THE**
11 **EXECUTION OF THE POWER OF ATTORNEY.**

12 **17-210.**

13 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
14 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
15 **INSURANCE AND ANNUITIES AUTHORIZES THE AGENT TO:**

16 **(1) CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,**
17 **MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT**
18 **PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES**
19 **AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR**
20 **NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT;**

21 **(2) PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF**
22 **INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S**
23 **SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE**
24 **OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT;**

25 **(3) PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY,**
26 **EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF INSURANCE OR**
27 **ANNUITY PROCURED BY THE AGENT;**

28 **(4) APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT**
29 **OF INSURANCE OR ANNUITY;**

30 **(5) SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON**
31 **A CONTRACT OF INSURANCE OR ANNUITY;**

32 **(6) EXERCISE AN ELECTION;**

1 (7) EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
2 CONTRACT OF INSURANCE OR ANNUITY;

3 (8) CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT
4 OF INSURANCE OR ANNUITY;

5 (9) CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY
6 WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY
7 DESCRIBED IN THIS SECTION;

8 (10) APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER
9 A STATUTE OR REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT
10 OF INSURANCE ON THE LIFE OF THE PRINCIPAL;

11 (11) COLLECT, SELL, ASSIGN, HYPOTHECATE, BORROW AGAINST,
12 OR PLEDGE THE INTEREST OF THE PRINCIPAL IN A CONTRACT OF INSURANCE
13 OR ANNUITY;

14 (12) SELECT THE FORM AND TIMING OF THE PAYMENT OF
15 PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY; AND

16 (13) PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR
17 CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR
18 ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT
19 OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE
20 CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR
21 ASSESSMENT.

22 **17-211.**

23 (A) IN THIS SECTION, "ESTATES, TRUSTS, AND OTHER BENEFICIAL
24 INTERESTS" MEANS A TRUST, PROBATE ESTATE, GUARDIANSHIP,
25 CONSERVATORSHIP, ESCROW, OR CUSTODIANSHIP OR A FUND FROM WHICH THE
26 PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR
27 PAYMENT.

28 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
29 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
30 RESPECT TO ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS
31 AUTHORIZES THE AGENT TO:

32 (1) ACCEPT, RECEIVE, RECEIPT FOR, SELL, ASSIGN, PLEDGE, OR
33 EXCHANGE A SHARE IN OR PAYMENT FROM THE FUND DESCRIBED IN
34 SUBSECTION (A) OF THIS SECTION;

1 (2) DEMAND OR OBTAIN MONEY OR ANOTHER THING OF VALUE
2 TO WHICH THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED BY
3 REASON OF THE FUND DESCRIBED IN SUBSECTION (A) OF THIS SECTION, BY
4 LITIGATION OR OTHERWISE;

5 (3) EXERCISE FOR THE BENEFIT OF THE PRINCIPAL A PRESENTLY
6 EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL;

7 (4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
8 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
9 COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,
10 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER
11 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL;

12 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
13 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
14 COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR
15 SURCHARGE A FIDUCIARY;

16 (6) CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED
17 FOR AN AUTHORIZED PURPOSE;

18 (7) TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL
19 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR
20 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY
21 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS
22 SETTLOR; AND

23 (8) REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A
24 REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND
25 DESCRIBED IN SUBSECTION (A) OF THIS SECTION.

26 **17-212.**

27 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
28 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
29 CLAIMS AND LITIGATION AUTHORIZES THE AGENT TO:

30 (1) ASSERT AND MAINTAIN BEFORE A COURT OR
31 ADMINISTRATIVE AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION,
32 COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION
33 TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES

1 SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK
2 AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF;

3 (2) BRING AN ACTION TO DETERMINE ADVERSE CLAIMS OR
4 INTERVENE OR OTHERWISE PARTICIPATE IN LITIGATION;

5 (3) SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,
6 OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN
7 AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR
8 DECREE;

9 (4) MAKE OR ACCEPT A TENDER, OFFER OF JUDGMENT, OR
10 ADMISSION OF FACTS, SUBMIT A CONTROVERSY ON AN AGREED STATEMENT OF
11 FACTS, CONSENT TO EXAMINATION, AND BIND THE PRINCIPAL IN LITIGATION;

12 (5) SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE,
13 AND PROPOSE OR ACCEPT A COMPROMISE;

14 (6) WAIVE THE ISSUANCE AND SERVICE OF PROCESS ON THE
15 PRINCIPAL, ACCEPT SERVICE OF PROCESS, APPEAR FOR THE PRINCIPAL,
16 DESIGNATE PERSONS ON WHICH PROCESS DIRECTED TO THE PRINCIPAL MAY BE
17 SERVED, EXECUTE AND FILE OR DELIVER STIPULATIONS ON THE PRINCIPAL'S
18 BEHALF, VERIFY PLEADINGS, SEEK APPELLATE REVIEW, PROCURE AND GIVE
19 SURETY AND INDEMNITY BONDS, CONTRACT AND PAY FOR THE PREPARATION
20 AND PRINTING OF RECORDS AND BRIEFS, RECEIVE, EXECUTE, AND FILE OR
21 DELIVER A CONSENT, WAIVER, RELEASE, CONFESSION OF JUDGMENT,
22 SATISFACTION OF JUDGMENT, NOTICE, AGREEMENT, OR OTHER INSTRUMENT IN
23 CONNECTION WITH THE PROSECUTION, SETTLEMENT, OR DEFENSE OF A CLAIM
24 OR LITIGATION;

25 (7) ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR
26 INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE
27 PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A
28 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF
29 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN
30 PROPERTY OR OTHER THING OF VALUE;

31 (8) PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE
32 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR
33 LITIGATION; AND

34 (9) RECEIVE MONEY OR OTHER THING OF VALUE PAID IN
35 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION.

1 **17-213.**

2 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
3 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
4 RESPECT TO PERSONAL AND FAMILY MAINTENANCE AUTHORIZES THE AGENT
5 TO:

6 (1) PERFORM THE ACTS NECESSARY TO MAINTAIN THE
7 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S
8 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THE
9 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

10 (I) THE PRINCIPAL'S CHILDREN;

11 (II) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE
12 SUPPORTED BY THE PRINCIPAL; AND

13 (III) THE INDIVIDUALS WHOM THE PRINCIPAL HAS
14 CUSTOMARILY SUPPORTED OR INDICATED THE INTENT TO SUPPORT;

15 (2) MAKE PERIODIC PAYMENTS OF CHILD SUPPORT AND OTHER
16 FAMILY MAINTENANCE REQUIRED BY A COURT OR GOVERNMENTAL AGENCY OR
17 AN AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY;

18 (3) PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS
19 DESCRIBED IN ITEM (1) OF THIS SUBSECTION BY:

20 (I) PURCHASE, LEASE, OR OTHER CONTRACT; OR

21 (II) PAYING THE OPERATING COSTS, INCLUDING INTEREST,
22 AMORTIZATION PAYMENTS, REPAIRS, IMPROVEMENTS, AND TAXES, FOR
23 PREMISES OWNED BY THE PRINCIPAL OR OCCUPIED BY THOSE INDIVIDUALS;

24 (4) PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND
25 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE
26 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND
27 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED IN ITEM (1)
28 OF THIS SUBSECTION;

29 (5) PAY EXPENSES FOR NECESSARY HEALTH CARE AND
30 CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF
31 THIS SUBSECTION;

1 (6) ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN
2 ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND
3 ACCOUNTABILITY ACT, §§ 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT,
4 42 U.S.C. § 1320D, AND APPLICABLE REGULATIONS IN MAKING DECISIONS
5 RELATED TO THE PAST, PRESENT, OR FUTURE PAYMENT FOR THE PROVISION OF
6 HEALTH CARE CONSENTED TO BY THE PRINCIPAL OR ANYONE AUTHORIZED
7 UNDER THE LAW OF THIS STATE TO CONSENT TO HEALTH CARE ON BEHALF OF
8 THE PRINCIPAL;

9 (7) CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR
10 AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING
11 REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF
12 TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS
13 SUBSECTION;

14 (8) MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE
15 CONVENIENCE OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS
16 SUBSECTION AND OPEN NEW ACCOUNTS; AND

17 (9) CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR
18 AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,
19 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE
20 ORGANIZATIONS.

21 (B) AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY
22 MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT
23 AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS
24 SUBTITLE.

25 **17-214.**

26 (A) IN THIS SECTION, "BENEFITS FROM GOVERNMENTAL PROGRAMS OR
27 CIVIL OR MILITARY SERVICE" MEANS ANY BENEFIT, PROGRAM, OR ASSISTANCE
28 PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,
29 MEDICARE, AND MEDICAID.

30 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
31 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
32 RESPECT TO BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR
33 MILITARY SERVICE AUTHORIZES THE AGENT TO:

34 (1) EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR
35 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A
36 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE

1 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR
2 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN § 17-213(A)(1) OF THIS
3 SUBTITLE, AND FOR SHIPMENT OF THE HOUSEHOLD EFFECTS OF THOSE
4 INDIVIDUALS;

5 (2) TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT
6 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR
7 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR
8 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF
9 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT
10 PURPOSE;

11 (3) ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,
12 OR DISCONTINUE, ON THE PRINCIPAL'S BEHALF, A BENEFIT OR PROGRAM;

13 (4) PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL
14 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE
15 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION;

16 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
17 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
18 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR
19 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE
20 OR REGULATION; AND

21 (6) RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED
22 IN ITEM (4) OF THIS SUBSECTION AND CONSERVE, INVEST, DISBURSE, OR USE
23 FOR A LAWFUL PURPOSE ANYTHING SO RECEIVED.

24 **17-215.**

25 (A) IN THIS SECTION, "RETIREMENT PLAN" MEANS A PLAN OR ACCOUNT
26 CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO
27 PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE
28 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR
29 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE
30 CODE:

31 (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL
32 REVENUE CODE SECTION 408, 26 U.S.C. § 408;

33 (2) A ROTH INDIVIDUAL RETIREMENT ACCOUNT UNDER
34 INTERNAL REVENUE CODE SECTION 408A, 26 U.S.C. § 408A;

1 (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER
2 INTERNAL REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q);

3 (4) AN ANNUITY OR MUTUAL FUND CUSTODIAL ACCOUNT UNDER
4 INTERNAL REVENUE CODE SECTION 403(B), 26 U.S.C. § 403(B);

5 (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER
6 RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION
7 401(A), 26 U.S.C. § 401(A);

8 (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),
9 26 U.S.C. § 457(B); AND

10 (7) A NONQUALIFIED DEFERRED COMPENSATION PLAN UNDER
11 INTERNAL REVENUE CODE SECTION 409A, 26 U.S.C. § 409A.

12 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
13 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
14 RESPECT TO RETIREMENT PLANS AUTHORIZES THE AGENT TO:

15 (1) SELECT THE FORM AND TIMING OF PAYMENTS UNDER A
16 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN;

17 (2) MAKE A ROLLOVER, INCLUDING A DIRECT
18 TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN
19 TO ANOTHER;

20 (3) ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL'S NAME;

21 (4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;

22 (5) EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
23 RETIREMENT PLAN; AND

24 (6) BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS
25 FROM A RETIREMENT PLAN.

26 **17-216.**

27 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
28 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
29 TAXES AUTHORIZES THE AGENT TO:

1 (1) PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND
2 FOREIGN INCOME, GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE
3 CONTRIBUTIONS ACT, AND OTHER TAX RETURNS, CLAIMS FOR REFUNDS,
4 REQUESTS FOR EXTENSION OF TIME, PETITIONS REGARDING TAX MATTERS, AND
5 OTHER TAX-RELATED DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS,
6 CONSENTS, INCLUDING CONSENTS AND AGREEMENTS UNDER INTERNAL
7 REVENUE CODE SECTION 2032A, 26 U.S.C. § 2032A, CLOSING AGREEMENTS,
8 AND OTHER POWERS OF ATTORNEY REQUIRED BY THE INTERNAL REVENUE
9 SERVICE OR OTHER TAXING AUTHORITY WITH RESPECT TO A TAX YEAR ON
10 WHICH THE STATUTE OF LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25
11 TAX YEARS;

12 (2) PAY TAXES DUE, COLLECT REFUNDS, POST BONDS, RECEIVE
13 CONFIDENTIAL INFORMATION, AND CONTEST DEFICIENCIES DETERMINED BY
14 THE INTERNAL REVENUE SERVICE OR OTHER TAXING AUTHORITY;

15 (3) EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER
16 FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND

17 (4) ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL
18 PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING
19 AUTHORITY.

20 17-217.

21 (A) IN THIS SECTION, A GIFT “FOR THE BENEFIT OF” A PERSON
22 INCLUDES A GIFT TO A TRUST, AN ACCOUNT UNDER THE UNIFORM TRANSFERS
23 TO MINORS ACT, AND A TUITION SAVINGS ACCOUNT OR PREPAID TUITION PLAN
24 AS DEFINED UNDER INTERNAL REVENUE CODE SECTION 529, 26 U.S.C. § 529.

25 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
26 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
27 RESPECT TO GIFTS AUTHORIZES THE AGENT ONLY TO:

28 (1) MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A
29 GIFT OF PART OR ALL OF THE PRINCIPAL’S PROPERTY, INCLUDING BY THE
30 EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT
31 HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE
32 ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER
33 INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT
34 REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE
35 GIFT, OR IF THE PRINCIPAL’S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT
36 PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN

1 AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL
2 GIFT TAX EXCLUSION LIMIT; AND

3 (2) CONSENT, PURSUANT TO INTERNAL REVENUE CODE
4 SECTION 2513, 26 U.S.C. § 2513, TO THE SPLITTING OF A GIFT MADE BY THE
5 PRINCIPAL’S SPOUSE IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE
6 AGGREGATE ANNUAL GIFT TAX EXCLUSIONS FOR BOTH SPOUSES.

7 (C) AN AGENT MAY MAKE A GIFT OF THE PRINCIPAL’S PROPERTY ONLY
8 AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S
9 OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE
10 AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S BEST INTEREST
11 BASED ON ALL RELEVANT FACTORS, INCLUDING:

12 (1) THE VALUE AND NATURE OF THE PRINCIPAL’S PROPERTY;

13 (2) THE PRINCIPAL’S FORESEEABLE OBLIGATIONS AND NEED
14 FOR MAINTENANCE;

15 (3) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,
16 INHERITANCE, GENERATION–SKIPPING TRANSFER, AND GIFT TAXES;

17 (4) ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR ASSISTANCE
18 UNDER A STATUTE OR REGULATION; AND

19 (5) THE PRINCIPAL’S PERSONAL HISTORY OF MAKING OR
20 JOINING IN MAKING GIFTS.

21 **SUBTITLE 3. STATUTORY FORMS.**

22 **17-301.**

23 A DOCUMENT SUBSTANTIALLY IN THE FOLLOWING FORM MAY BE USED TO
24 CREATE A STATUTORY FORM POWER OF ATTORNEY THAT HAS THE MEANING
25 AND EFFECT PRESCRIBED BY THIS TITLE:

26 **“MARYLAND**
27 **STATUTORY FORM POWER OF ATTORNEY**

28 **IMPORTANT INFORMATION**

29 **THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO**
30 **MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL).**
31 **YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO**

1 YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE
2 TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED
3 ON THIS FORM IS EXPLAINED IN THE MARYLAND UNIFORM POWER OF
4 ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE.

5 THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH
6 CARE DECISIONS FOR YOU.

7 YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS
8 YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL
9 CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE
10 AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

11 YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE
12 OTHERWISE IN THE SPECIAL INSTRUCTIONS.

13 THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME
14 MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL
15 INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU
16 INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

17 IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF
18 ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY
19 ALSO NAME A SECOND SUCCESSOR AGENT.

20 THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU
21 STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

22 IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY
23 YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE
24 SIGNING THIS FORM.

25 **DESIGNATION OF AGENT**

26 I, _____, NAME THE
27 (NAME OF PRINCIPAL)
28 FOLLOWING PERSON AS MY AGENT:

29 NAME OF
30 AGENT: _____
31 AGENT'S
32 ADDRESS: _____
33 AGENT'S TELEPHONE
34 NUMBER: _____

1 **DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

2 **IF MY AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY**
3 **SUCCESSOR AGENT:**

4 **NAME OF SUCCESSOR AGENT:** _____

5 **SUCCESSOR AGENT’S ADDRESS:** _____

6 **SUCCESSOR AGENT’S TELEPHONE**

7 **NUMBER:** _____

8 **IF MY SUCCESSOR AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS**
9 **MY SECOND SUCCESSOR AGENT:**

10 **NAME OF SECOND SUCCESSOR**

11 **AGENT:** _____

12 **SECOND SUCCESSOR AGENT’S**

13 **ADDRESS:** _____

14 **SECOND SUCCESSOR AGENT’S TELEPHONE**

15 **NUMBER:** _____

16 **GRANT OF GENERAL AUTHORITY**

17 **I GRANT MY AGENT AND ANY SUCCESSOR AGENT GENERAL AUTHORITY TO ACT**
18 **FOR ME WITH RESPECT TO THE FOLLOWING SUBJECTS AS DEFINED IN THE**
19 **MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES**
20 **AND TRUSTS ARTICLE:**

21 **(INITIAL EACH SUBJECT YOU WANT TO INCLUDE IN THE AGENT’S GENERAL**
22 **AUTHORITY. IF YOU WISH TO GRANT GENERAL AUTHORITY OVER ALL OF THE**
23 **SUBJECTS YOU MAY INITIAL “ALL PRECEDING SUBJECTS” INSTEAD OF**
24 **INITIALING EACH SUBJECT.)**

25 **() REAL PROPERTY**

26 **() TANGIBLE PERSONAL PROPERTY**

27 **() STOCKS AND BONDS**

28 **() COMMODITIES AND OPTIONS**

29 **() BANKS AND OTHER FINANCIAL INSTITUTIONS**

30 **() OPERATION OF ENTITY OR BUSINESS**

31 **() INSURANCE AND ANNUITIES**

32 **() ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**

33 **() CLAIMS AND LITIGATION**

- 1 **PERSONAL AND FAMILY MAINTENANCE**
 2 **BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY**
 3 **SERVICE**
 4 **RETIREMENT PLANS**
 5 **TAXES**
- 6 **ALL PRECEDING SUBJECTS**

7 **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

8 **MY AGENT MAY NOT DO ANY OF THE FOLLOWING SPECIFIC ACTS FOR ME**
 9 **UNLESS I HAVE INITIALED THE SPECIFIC AUTHORITY LISTED BELOW:**

10 **(CAUTION: GRANTING ANY OF THE FOLLOWING WILL GIVE YOUR AGENT THE**
 11 **AUTHORITY TO TAKE ACTIONS THAT COULD SIGNIFICANTLY REDUCE YOUR**
 12 **PROPERTY OR CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH.**
 13 **INITIAL ONLY THE SPECIFIC AUTHORITY YOU WANT TO GIVE YOUR AGENT.)**

- 14 **CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST**
 15 **MAKE A GIFT, SUBJECT TO THE LIMITATIONS OF THE MARYLAND**
 16 **UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES AND**
 17 **TRUSTS ARTICLE, AND ANY SPECIAL INSTRUCTIONS IN THIS POWER OF**
 18 **ATTORNEY**
 19 **CREATE OR CHANGE RIGHTS OF SURVIVORSHIP**
 20 **CREATE OR CHANGE A BENEFICIARY DESIGNATION**
 21 **AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED**
 22 **UNDER THIS POWER OF ATTORNEY**
 23 **WAIVE THE PRINCIPAL'S RIGHT TO BE A BENEFICIARY OF A JOINT AND**
 24 **SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A**
 25 **RETIREMENT PLAN**
 26 **EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO**
 27 **DELEGATE**
 28 **DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER**
 29 **OF APPOINTMENT**

30 **LIMITATION ON AGENT'S AUTHORITY**

31 **AN AGENT THAT IS NOT MY ANCESTOR, SPOUSE, OR DESCENDANT MAY NOT**
 32 **USE MY PROPERTY TO BENEFIT THE AGENT OR A PERSON TO WHOM THE AGENT**
 33 **OWES AN OBLIGATION OF SUPPORT UNLESS I HAVE INCLUDED THAT AUTHORITY**
 34 **IN THE SPECIAL INSTRUCTIONS.**

35 **SPECIAL INSTRUCTIONS (OPTIONAL)**

1 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____
 8 _____

9 EFFECTIVE DATE

10 THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED
11 OTHERWISE IN THE SPECIAL INSTRUCTIONS.

12 NOMINATION OF GUARDIAN (OPTIONAL)

13 IF IT BECOMES NECESSARY FOR A COURT TO APPOINT A GUARDIAN OF MY
14 ESTATE OR GUARDIAN OF MY PERSON, I NOMINATE THE FOLLOWING PERSON(S)
15 FOR APPOINTMENT:

16 NAME OF NOMINEE FOR GUARDIAN OF MY ESTATE:

17 _____

18 NOMINEE'S ADDRESS: _____

19 NOMINEE'S TELEPHONE NUMBER: _____

20 NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

21 _____

22 NOMINEE'S ADDRESS: _____

23 NOMINEE'S TELEPHONE NUMBER: _____

24 RELIANCE ON THIS POWER OF ATTORNEY

25 ANY PERSON, INCLUDING MY AGENT, MAY RELY ON THE VALIDITY OF THIS
26 POWER OF ATTORNEY OR A COPY OF IT UNLESS THAT PERSON KNOWS IT HAS
27 TERMINATED OR IS INVALID.

28 SIGNATURE AND ACKNOWLEDGMENT

29 _____

30 YOUR SIGNATURE

DATE

31 _____

32 YOUR NAME PRINTED

1 _____
2 _____

3 **YOUR ADDRESS**

4 _____

5 **YOUR TELEPHONE NUMBER**

6 **STATE OF MARYLAND**

7 **(COUNTY) OF** _____

8 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**

9 _____,

10 **(DATE)**

11 **BY** _____.

12 **(NAME OF PRINCIPAL)**

13 _____ **(SEAL, IF ANY)**

14 **SIGNATURE OF NOTARY**

15 **MY COMMISSION EXPIRES:** _____

16 **THIS DOCUMENT PREPARED BY:**

17 _____
18 _____

19 **IMPORTANT INFORMATION FOR AGENT**

20 **AGENT’S DUTIES**

21 **WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF**
22 **ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND**
23 **THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT**
24 **CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR**
25 **REVOKED. YOU MUST:**

- 26 **(1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO**
- 27 **WITH THE PRINCIPAL’S PROPERTY OR, IF YOU DO NOT KNOW THE**
- 28 **PRINCIPAL’S EXPECTATIONS, ACT IN THE PRINCIPAL’S BEST INTEREST;**
- 29 **(2) ACT IN GOOD FAITH;**
- 30 **(3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF**
- 31 **ATTORNEY; AND**

1 (4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE
2 PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND
3 SIGNING YOUR OWN NAME AS "AGENT" IN THE FOLLOWING MANNER:

4 _____
5 (PRINCIPAL'S NAME) BY (YOUR SIGNATURE) AS AGENT

6 UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE
7 OTHERWISE, YOU MUST ALSO:

- 8 (1) ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;
- 9 (2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE
10 PRINCIPAL'S BEST INTEREST;
- 11 (3) ACT WITH CARE, COMPETENCE, AND DILIGENCE;
- 12 (4) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS
13 MADE ON BEHALF OF THE PRINCIPAL;
- 14 (5) COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE
15 HEALTH CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW
16 THE PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE
17 PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST;
18 AND
- 19 (6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW THE
20 PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S
21 BEST INTEREST.

22 **TERMINATION OF AGENT'S AUTHORITY**

23 YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY
24 EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY
25 UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF
26 ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY
27 INCLUDE:

- 28 (1) DEATH OF THE PRINCIPAL;
- 29 (2) THE PRINCIPAL'S REVOCATION OF THE POWER OF ATTORNEY OR YOUR
30 AUTHORITY;
- 31 (3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF
32 ATTORNEY;
- 33 (4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED; OR
- 34 (5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH
35 A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,
36 UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY
37 STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

1 **LIABILITY OF AGENT**

2 **THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE**
 3 **MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES**
 4 **AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND UNIFORM POWER OF**
 5 **ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT**
 6 **OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES**
 7 **CAUSED BY YOUR VIOLATION.**

8 **IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO**
 9 **NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.”**

10 **17-302.**

11 **THE FOLLOWING OPTIONAL FORM MAY BE USED BY AN AGENT TO CERTIFY**
 12 **FACTS CONCERNING A POWER OF ATTORNEY:**

13 **“AGENT’S CERTIFICATION AS TO THE VALIDITY OF POWER OF**
 14 **ATTORNEY AND AGENT’S AUTHORITY**

15 **STATE OF MARYLAND**
 16 **(COUNTY) OF _____**

17 **I, _____ (NAME OF AGENT), CERTIFY**
 18 **UNDER PENALTY OF PERJURY THAT**
 19 **_____ (NAME OF PRINCIPAL) GRANTED**
 20 **ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A POWER OF ATTORNEY**
 21 **DATED _____.**

22 **I FURTHER CERTIFY THAT TO MY KNOWLEDGE:**

23 **(1) THE PRINCIPAL IS ALIVE AND HAS NOT REVOKED THE POWER OF**
 24 **ATTORNEY OR MY AUTHORITY TO ACT UNDER THE POWER OF ATTORNEY AND**
 25 **THE POWER OF ATTORNEY AND MY AUTHORITY TO ACT UNDER THE POWER OF**
 26 **ATTORNEY HAVE NOT TERMINATED;**

27 **(2) IF THE POWER OF ATTORNEY WAS DRAFTED TO BECOME EFFECTIVE**
 28 **ON THE HAPPENING OF AN EVENT OR CONTINGENCY, THE EVENT OR**
 29 **CONTINGENCY HAS OCCURRED;**

30 **(3) IF I WAS NAMED AS A SUCCESSOR AGENT, THE PRIOR AGENT IS NO**
 31 **LONGER ABLE OR WILLING TO SERVE; AND**

1 (4)

2 _____
3 _____
4 _____
5 _____

6 (INSERT OTHER RELEVANT STATEMENTS)

7 **SIGNATURE AND ACKNOWLEDGMENT**

8 _____
9 **AGENT'S SIGNATURE** **DATE**

10 _____
11 **AGENT'S NAME PRINTED**

12 _____
13 _____

14 **AGENT'S ADDRESS**
15 _____

16 **AGENT'S TELEPHONE NUMBER**

17 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**

18 _____,
19 **(DATE)**

20 **BY** _____.
21 **(NAME OF AGENT)**

22 _____ **(SEAL, IF ANY)**

23 **SIGNATURE OF NOTARY**

24 **MY COMMISSION EXPIRES:** _____

25 **THIS DOCUMENT PREPARED BY:**

26 _____”

27 **SUBTITLE 4. MISCELLANEOUS PROVISIONS.**

28 **17-401.**

29 **THIS TITLE MAY BE CITED AS THE MARYLAND UNIFORM POWER OF**
30 **ATTORNEY ACT.**

31 **17-402.**

1 **IN APPLYING AND CONSTRUING THIS TITLE, WHICH IS A UNIFORM ACT,**
2 **CONSIDERATION SHALL BE GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF**
3 **THE LAW WITH RESPECT TO THE SUBJECT MATTER OF THE LAW AMONG THE**
4 **STATES THAT ENACT THE LAW.**

5 **17-403.**

6 **THIS TITLE MODIFIES, LIMITS, AND SUPERSEDES THE FEDERAL**
7 **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15**
8 **U.S.C. § 7001 ET SEQ., BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE SECTION**
9 **7001(C) OF THAT ACT, 15 U.S.C. § 7001(C), OR AUTHORIZE ELECTRONIC**
10 **DELIVERY OF THE NOTICES DESCRIBED IN SECTION 7003(B) OF THAT ACT, 15**
11 **U.S.C. § 7003(B).**

12 **17-404.**

13 **EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, ON OCTOBER 1, 2008:**

14 **(1) THIS TITLE APPLIES TO A POWER OF ATTORNEY CREATED**
15 **BEFORE, ON, OR AFTER OCTOBER 1, 2008;**

16 **(2) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**
17 **CONCERNING A POWER OF ATTORNEY COMMENCED ON OR AFTER OCTOBER 1,**
18 **2008;**

19 **(3) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**
20 **CONCERNING A POWER OF ATTORNEY COMMENCED BEFORE OCTOBER 1, 2008,**
21 **UNLESS THE COURT FINDS THAT APPLICATION OF A PROVISION OF THIS TITLE**
22 **WOULD SUBSTANTIALLY INTERFERE WITH THE EFFECTIVE CONDUCT OF THE**
23 **JUDICIAL PROCEEDING OR PREJUDICE THE RIGHTS OF A PARTY, IN WHICH CASE**
24 **THAT PROVISION DOES NOT APPLY AND THE SUPERSEDED LAW APPLIES; AND**

25 **(4) AN ACT DONE BEFORE OCTOBER 1, 2008, IS NOT AFFECTED**
26 **BY THIS TITLE.**

27 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
28 **October 1, 2008.**