

# HOUSE BILL 412

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SB 185/07 – JPR

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CF SB 87

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By: **Delegate Dumais**

Introduced and read first time: January 28, 2008

Assigned to: Judiciary

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## A BILL ENTITLED

AN ACT concerning

### **Maryland Uniform Power of Attorney Act**

FOR the purpose of repealing certain provisions of law relating to durable powers of attorney; establishing the Maryland Uniform Power of Attorney Act; establishing certain exceptions to the application of this Act; establishing that a power of attorney created under this Act is durable unless the power of attorney contains a certain provision; requiring a power of attorney to be signed by the principal or a certain other individual; providing that the signature on a power of attorney is presumed genuine under certain circumstances; providing for the validity of certain powers of attorney under certain circumstances; providing that a certain photocopy or electronically transmitted copy of an original power of attorney has a certain effect; providing for the meaning and effect of a certain power of attorney in certain circumstances; authorizing a principal, in a power of attorney, to make a certain nomination; requiring a court to make a certain appointment; establishing the accountability of a certain agent under certain circumstances; establishing that, with certain exceptions, a certain court appointment does not terminate a power of attorney; establishing that a power of attorney is effective under certain circumstances; authorizing a principal in a power of attorney to authorize certain persons to make a certain determination; establishing that a certain power of attorney may become effective on a certain determination by a certain individual; establishing certain circumstances under which a certain person may act as the principal's personal representative for certain purposes; establishing certain circumstances under which a power of attorney terminates; providing that a certain agent's authority remains exercisable, notwithstanding certain circumstances; establishing that the termination of an agent's authority or a power of attorney is not effective as to certain persons under certain circumstances; establishing that certain persons are bound by certain acts; establishing that the incapacity of a certain principal in a power of attorney does not have a certain effect; establishing that the execution of a power of attorney does not revoke a previously executed power of attorney, with certain exceptions; authorizing a principal in a power of attorney

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



to designate a certain number of coagents for certain purposes; authorizing a principal in a power of attorney to make certain designations and grant a certain authority; establishing the authority of a certain successor agent in certain circumstances; limiting the liability of a certain agent for the actions of another agent in certain circumstances; requiring a certain agent with certain knowledge to take certain actions; establishing liability of a certain agent for failure to take certain actions in certain circumstances; establishing the entitlement of a certain agent to a certain reimbursement in certain circumstances; providing for the acceptance of a certain appointment by an agent under certain circumstances; requiring a certain agent that has accepted a certain appointment to act in a certain manner; providing for the liability of a certain agent under certain circumstances; establishing that a certain agent is not required to disclose certain information, with certain exceptions; requiring a certain agent to comply with a certain request within a certain time period, under certain circumstances; establishing that a certain provision in a power of attorney is binding on certain persons; authorizing certain persons to petition a court for certain purposes; requiring a court to dismiss a certain petition; providing for the liability of a certain agent for a certain amount; authorizing a certain agent to resign by giving a certain notice; authorizing a certain person to rely on a certain presumption concerning a certain signature; authorizing a certain person to rely on a certain power of attorney; authorizing a certain person to request and rely on a certain certification, translation, or opinion, without further investigation; establishing that a certain person is without actual knowledge of a certain fact under certain circumstances; requiring a person to either accept a certain power of attorney or request a certain certification, translation, or opinion of counsel within a certain period after presentation of the power of attorney, except under certain circumstances; requiring a person to accept a certain power of attorney within a certain period after receiving the certification, translation, or opinion of counsel, except under certain circumstances; prohibiting a person from requiring a certain additional or different power of attorney under certain circumstances; providing that a person that refuses to accept a certain power of attorney in violation of this Act is subject to a certain court order and liability for certain fees and costs incurred in a certain action; establishing that this Act does not supersede and is controlled by certain other laws; authorizing a certain agent to do certain acts only under certain circumstances; prohibiting an agent that is not an ancestor, spouse, or descendent of the principal from exercising a certain authority; providing that a certain power of attorney provides a certain agent with certain authority; subjecting a certain grant of authority to certain limitations of this Act; providing for a certain controlling authority under certain circumstances; establishing certain circumstances under which a certain authority is exercisable with respect to certain property; establishing that a certain act performed by a certain agent has a certain effect and inures to the benefit of and binds certain persons; establishing that a certain agent has authority described in this Act under certain circumstances; providing that a certain reference in a power of attorney incorporates a certain provision of this Act as if set out in full; authorizing a certain principal to modify a certain authority; providing that a principal, by executing a certain power of attorney, authorizes

an agent to do certain acts; establishing that certain language authorizes a certain agent to do certain acts; establishing that certain language in a power of attorney, subject to the terms of a certain document or agreement, authorizes the agent to do certain acts; establishing that certain language in a power of attorney authorizes the agent to do only certain acts; establishing that a document substantially in a certain form may be used to create a certain statutory form power of attorney; establishing that a certain optional form may be used by an agent to certify certain facts concerning a power of attorney; authorizing the use of the title of this Act in certain circumstances; requiring that, in applying and construing this Act, a certain consideration be given; establishing that this Act modifies, limits, and supersedes a provision of a certain federal law, but not certain other provisions; providing for the application of this Act; defining certain terms; and generally relating to powers of attorney.

BY repealing

Article – Estates and Trusts

Section 13–601 through 13–603 and the subtitle “Subtitle 6. Powers of Attorney”

Annotated Code of Maryland

(2001 Replacement Volume and 2007 Supplement)

BY adding to

Article – Estates and Trusts

Section 17–101 through 17–404 to be under the new title “Title 17. Maryland Uniform Power of Attorney Act”

Annotated Code of Maryland

(2001 Replacement Volume and 2007 Supplement)

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

**Article – Estates and Trusts**

[Subtitle 6. Powers of Attorney.]

[13–601.

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

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

(c) Any act done by the attorney in fact or agent pursuant to the power during any period of disability or incompetence or uncertainty as to whether the

principal is dead or alive has the same effect and inures to the benefit of and binds the principal as if the principal were alive, competent, and not disabled.

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

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

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

[13–602.

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

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

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

[13–603.

If any member of the armed services of the United States has executed a power of attorney, the fact that the person has been reported or listed, officially or otherwise, as “missing in action”, as that phrase is used in military parlance, may not operate to revoke the power of attorney, unless the instrument otherwise provides.]

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

### **SUBTITLE 1. GENERAL PROVISIONS.**

**17-101.**

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

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

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

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

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

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

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

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

**(2) IS:**

**(I) MISSING;**

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

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

**(G) “PERSON” MEANS AN INDIVIDUAL, CORPORATION, BUSINESS TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, INSTRUMENTALITY, OR OTHER LEGAL OR COMMERCIAL ENTITY.**

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

(I) (1) **“PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT”** MEANS, WITH RESPECT TO PROPERTY OR A PROPERTY INTEREST SUBJECT TO A POWER OF APPOINTMENT, POWER EXERCISABLE AT THE TIME IN QUESTION TO VEST ABSOLUTE OWNERSHIP IN THE PRINCIPAL INDIVIDUALLY, THE PRINCIPAL’S ESTATE, THE PRINCIPAL’S CREDITORS, OR THE CREDITORS OF THE PRINCIPAL’S ESTATE.

(2) **“PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT”** INCLUDES A POWER OF APPOINTMENT NOT EXERCISABLE UNTIL THE OCCURRENCE OF A SPECIFIED EVENT, THE SATISFACTION OF AN ASCERTAINABLE STANDARD, OR THE PASSAGE OF A SPECIFIED PERIOD ONLY AFTER THE OCCURRENCE OF THE SPECIFIED EVENT, THE SATISFACTION OF THE ASCERTAINABLE STANDARD, OR THE PASSAGE OF THE SPECIFIED PERIOD.

(3) **“PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT”** DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY CAPACITY OR ONLY BY WILL.

(J) **“PRINCIPAL”** MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO AN AGENT IN A POWER OF ATTORNEY.

(K) **“PROPERTY”** MEANS ANYTHING THAT MAY BE THE SUBJECT OF OWNERSHIP, WHETHER REAL OR PERSONAL, LEGAL OR EQUITABLE, OR ANY INTEREST OR RIGHT THEREIN.

(L) **“RECORD”** MEANS INFORMATION THAT IS INSCRIBED ON A TANGIBLE MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM AND IS RETRIEVABLE IN PERCEIVABLE FORM.

(M) **“SIGN”** MEANS, WITH PRESENT INTENT, TO AUTHENTICATE OR ADOPT A RECORD TO:

(1) EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR

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

(N) **“STATE”** MEANS A STATE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY

**TERRITORY OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE UNITED STATES.**

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

**(2) "STOCKS AND BONDS" DOES NOT INCLUDE COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR STOCK INDEXES.**

**17-102.**

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

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

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

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

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

**17-103.**

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

**17-104.**

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

**(B) A SIGNATURE ON A POWER OF ATTORNEY IS PRESUMED TO BE GENUINE IF THE PRINCIPAL ACKNOWLEDGES THE SIGNATURE BEFORE A**

NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY LAW TO TAKE ACKNOWLEDGMENTS.

**17-105.**

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

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

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

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

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

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

**17-106.**

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

**17-107.**

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

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

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

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

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

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

**17-108.**

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

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

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

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

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

**(D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY 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, TO OBTAIN ACCESS TO THE PRINCIPAL'S HEALTH CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S HEALTH CARE PROVIDER.**

**17-109.**

**(A) A POWER OF ATTORNEY TERMINATES WHEN:**

- (1) THE PRINCIPAL DIES;**
- (2) THE PRINCIPAL BECOMES INCAPACITATED, IF THE POWER OF ATTORNEY IS NOT DURABLE;**
- (3) THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;**
- (4) THE POWER OF ATTORNEY PROVIDES THAT IT TERMINATES;**
- (5) THE PURPOSE OF THE POWER OF ATTORNEY IS ACCOMPLISHED; OR**
- (6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE POWER OF ATTORNEY.**

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

- (1) THE PRINCIPAL REVOKES THE AUTHORITY;**
- (2) THE AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS;**
- (3) AN ACTION IS FILED FOR THE ANNULMENT OF THE AGENT'S MARRIAGE TO THE PRINCIPAL OR THEIR LEGAL SEPARATION, UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES; OR**

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

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

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

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

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

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

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

**17-110.**

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

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

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

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

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

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

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

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

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

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

**17-111.**

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

**17-112.**

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

**17-113.**

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

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

**(2) ACT IN GOOD FAITH; AND**

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

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

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

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

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

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

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

**(6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN, TO THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST BASED ON ALL RELEVANT FACTORS, INCLUDING:**

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

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

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

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

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

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

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

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

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

**(H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS, DISBURSEMENTS, OR TRANSACTIONS CONDUCTED ON BEHALF OF THE PRINCIPAL UNLESS ORDERED BY A COURT OR REQUESTED BY THE PRINCIPAL, A GUARDIAN, A CONSERVATOR, ANOTHER FIDUCIARY ACTING FOR THE PRINCIPAL, A GOVERNMENTAL AGENCY HAVING AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL, OR, ON THE DEATH OF THE PRINCIPAL, BY THE**

**PERSONAL REPRESENTATIVE OR SUCCESSOR IN INTEREST OF THE PRINCIPAL'S ESTATE.**

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

**17-114.**

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

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

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

**17-115.**

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

**(1) THE PRINCIPAL OR THE AGENT;**

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

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

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

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

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

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

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

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

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

**17-116.**

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

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

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

**17-117.**

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

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

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

**(I) THE PRINCIPAL'S CAREGIVER;**

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

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

17-118.

(A) IN THIS SECTION, "ACKNOWLEDGED" MEANS PURPORTEDLY VERIFIED BEFORE A NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED TO TAKE ACKNOWLEDGEMENTS.

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

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

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

(2) THE AGENT'S AUTHORITY WERE GENUINE, VALID, AND STILL IN EFFECT; AND

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

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

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

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

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

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

**17-119.**

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

**(2) “ACKNOWLEDGED” HAS THE MEANING STATED IN § 17-118 OF THIS SUBTITLE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) LIABILITY FOR REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN AN ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THE POWER OF ATTORNEY OR MANDATES ACCEPTANCE OF THE POWER OF ATTORNEY.

17-120.

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

**SUBTITLE 2. AUTHORITY.**

**17-201.**

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

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

**(2) MAKE A GIFT;**

**(3) CREATE OR CHANGE RIGHTS OF SURVIVORSHIP;**

**(4) CREATE OR CHANGE A BENEFICIARY DESIGNATION;**

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

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

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

**(B) NOTWITHSTANDING A GRANT OF AUTHORITY TO DO AN ACT DESCRIBED IN SUBSECTION (A) OF THIS SECTION, UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN AGENT THAT IS NOT AN ANCESTOR, SPOUSE, OR DESCENDANT OF THE PRINCIPAL MAY NOT EXERCISE AUTHORITY UNDER A POWER OF ATTORNEY TO CREATE IN THE AGENT, OR IN AN INDIVIDUAL TO WHOM THE AGENT OWES A LEGAL OBLIGATION OF SUPPORT, AN INTEREST IN THE PRINCIPAL'S PROPERTY, WHETHER BY GIFT, RIGHT OF SURVIVORSHIP, BENEFICIARY DESIGNATION, DISCLAIMER, OR OTHERWISE.**

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

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

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

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

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

#### 17-202.

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

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

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

#### 17-203.

EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, BY EXECUTING A POWER OF ATTORNEY THAT INCORPORATES BY REFERENCE A

**SUBJECT DESCRIBED IN §§ 17-204 THROUGH 17-217 OF THIS SUBTITLE OR THAT GRANTS TO AN AGENT AUTHORITY TO DO ALL ACTS THAT A PRINCIPAL COULD DO IN ACCORDANCE WITH § 17-201(C) OF THIS SUBTITLE, A PRINCIPAL AUTHORIZES THE AGENT, WITH RESPECT TO THAT SUBJECT, 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 THE 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 THE 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.**

**17-204.**

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

**(1) 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;**

**(2) 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;**

**(3) 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;**

**(4) 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;**

**(5) 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:**

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

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

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

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

(6) 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;

(7) PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR 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:

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

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

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

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

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

17-205.

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

(1) 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;

(2) 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;

(3) 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;

(4) 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;

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

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

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

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

(IV) MOVING THE PROPERTY FROM PLACE TO PLACE;

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

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

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

**17-206.**

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

- (1) BUY, SELL, AND EXCHANGE STOCKS AND BONDS;**
- (2) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT WITH RESPECT TO STOCKS AND BONDS;**
- (3) PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL;**
- (4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; AND**
- (5) 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.**

**17-207.**

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

- (1) 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; AND**
- (2) ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION ACCOUNTS.**

**17-208.**

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

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

(2) ESTABLISH, MODIFY, 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;

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

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

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

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

(7) 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;

(8) 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;

(9) 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;

(10) APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT 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; AND

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

**17-209.**

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

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

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

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

**(4) 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;**

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

**(6) 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;**

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

**(I) 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 THE POWER OF ATTORNEY;**

**(II) DETERMINE:**

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

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

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

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

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

(III) 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

(IV) 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;

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

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

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

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

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

**(13) 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 BUSINESS, INCLUDING ATTEMPTS TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR AFTER THE EXECUTION OF THE POWER OF ATTORNEY.**

**17-210.**

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

**(1) 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;**

**(2) 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;**

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

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

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

**(6) EXERCISE AN ELECTION;**

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

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

**(9) 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;**

**(10) 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;**

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

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

**(13) 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.**

**17-211.**

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

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

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

**(2) 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 IN SUBSECTION (A) OF THIS SECTION, BY LITIGATION OR OTHERWISE;**

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

**(4) 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;**

**(5) 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;**

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

**(7) 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; AND**

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

**17-212.**

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

**(1) 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;**

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

**(3) 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;**

**(4) 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;**

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

**(6) 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;**

**(7) 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;**

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

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

**17-213.**

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

**(1) 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 THE POWER OF ATTORNEY IS EXECUTED OR LATER BORN:**

**(I) THE PRINCIPAL'S CHILDREN;**

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

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

**(2) 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;**

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

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

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

**(4) 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 IN ITEM (1) OF THIS SUBSECTION;**

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

**(6) 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;**

**(7) 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 IN ITEM (1) OF THIS SUBSECTION;**

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

**(9) 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.**

**(B) 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 SUBTITLE.**

**17-214.**

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

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

**(1) 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 § 17-213(A)(1) OF THIS SUBTITLE, AND FOR SHIPMENT OF THE HOUSEHOLD EFFECTS OF THOSE INDIVIDUALS;**

(2) 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;

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

(4) 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;

(5) 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

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

#### 17-215.

(A) IN THIS SECTION, "RETIREMENT PLAN" MEANS 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.

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

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

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

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

(4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;

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

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

17-216.

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

(1) 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;**

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

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

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

**17-217.**

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

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

**(1) 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; AND**

**(2) 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.**

(C) AN AGENT MAY MAKE A GIFT OF THE PRINCIPAL'S PROPERTY ONLY 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.

### SUBTITLE 3. STATUTORY FORMS.

17-301.

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

### “MARYLAND STATUTORY FORM POWER OF ATTORNEY

#### IMPORTANT INFORMATION

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. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED ON THIS FORM IS EXPLAINED IN THE MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE.

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 ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE 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 NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.**

**IF YOUR AGENT IS UNABLE 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**

**I, \_\_\_\_\_, NAME THE  
(NAME OF PRINCIPAL)**

**FOLLOWING PERSON AS MY AGENT:**

**NAME OF  
AGENT: \_\_\_\_\_  
AGENT’S  
ADDRESS: \_\_\_\_\_  
AGENT’S TELEPHONE  
NUMBER: \_\_\_\_\_**

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

**(INITIAL EACH SUBJECT YOU WANT TO INCLUDE IN THE AGENT'S GENERAL AUTHORITY. IF YOU WISH TO GRANT GENERAL AUTHORITY OVER ALL OF THE SUBJECTS YOU MAY INITIAL "ALL PRECEDING SUBJECTS" INSTEAD OF INITIALING EACH SUBJECT.)**

- REAL PROPERTY**
- TANGIBLE PERSONAL PROPERTY**
- STOCKS AND BONDS**
- COMMODITIES AND OPTIONS**
- BANKS AND OTHER FINANCIAL INSTITUTIONS**
- OPERATION OF ENTITY OR BUSINESS**
- INSURANCE AND ANNUITIES**
- ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**
- CLAIMS AND LITIGATION**
- PERSONAL AND FAMILY MAINTENANCE**
- BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE**
- RETIREMENT PLANS**
- TAXES**
- ALL PRECEDING SUBJECTS**

**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. INITIAL ONLY THE SPECIFIC AUTHORITY YOU WANT TO GIVE YOUR AGENT.)**

- CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST**
- MAKE A GIFT, SUBJECT TO THE LIMITATIONS OF THE MARYLAND UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES AND TRUSTS ARTICLE, AND ANY SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY**
- CREATE OR CHANGE RIGHTS OF SURVIVORSHIP**
- CREATE OR CHANGE A BENEFICIARY DESIGNATION**
- 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**

**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:**

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**EFFECTIVE DATE**

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

**NOMINATION OF GUARDIAN (OPTIONAL)**

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

**NAME OF NOMINEE FOR GUARDIAN OF MY ESTATE:**

\_\_\_\_\_  
**NOMINEE'S ADDRESS:**\_\_\_\_\_

\_\_\_\_\_  
**NOMINEE'S TELEPHONE NUMBER:**\_\_\_\_\_

**NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:**

\_\_\_\_\_  
**NOMINEE'S ADDRESS:**\_\_\_\_\_

\_\_\_\_\_  
**NOMINEE'S TELEPHONE NUMBER:**\_\_\_\_\_

**RELIANCE ON THIS POWER OF ATTORNEY**

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

**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: \_\_\_\_\_

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 IN GOOD FAITH;
- (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) ACT WITH CARE, COMPETENCE, AND DILIGENCE;**
- (4) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;**
- (5) 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**
- (6) 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 UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND UNIFORM 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.”**

**17-302.**

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

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

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

**I, \_\_\_\_\_ (NAME OF AGENT), CERTIFY UNDER PENALTY OF PERJURY THAT \_\_\_\_\_ (NAME OF PRINCIPAL) GRANTED ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A POWER OF ATTORNEY DATED \_\_\_\_\_.**

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

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

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

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

**(4)**

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

**(INSERT OTHER RELEVANT STATEMENTS)**

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
**AGENT'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AGENT'S NAME PRINTED**

\_\_\_\_\_

\_\_\_\_\_  
**AGENT'S ADDRESS**

\_\_\_\_\_  
**AGENT'S TELEPHONE NUMBER**

**THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**

\_\_\_\_\_,  
**(DATE)**

**BY** \_\_\_\_\_.  
**(NAME OF AGENT)**

\_\_\_\_\_  
**SIGNATURE OF NOTARY** **(SEAL, IF ANY)**  
**MY COMMISSION EXPIRES:** \_\_\_\_\_

**THIS DOCUMENT PREPARED BY:**

\_\_\_\_\_”

**SUBTITLE 4. MISCELLANEOUS PROVISIONS.**

**17-401.**

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

**17-402.**

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

**17-403.**

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

**17-404.**

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

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

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

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

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

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