

# HOUSE BILL 852

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By: **Delegate Dumais**

Introduced and read first time: February 12, 2009

Assigned to: Judiciary

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## A BILL ENTITLED

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 under certain circumstances; providing for the  
13 meaning and effect of a certain power of attorney in certain circumstances;  
14 authorizing a principal, in a power of attorney, to make a certain nomination;  
15 establishing the accountability of a certain agent under certain circumstances;  
16 establishing that, with certain exceptions, a certain court appointment does not  
17 terminate a power of attorney; establishing that a power of attorney is effective  
18 under certain circumstances; authorizing a principal in a power of attorney to  
19 authorize certain persons to make a certain determination; establishing that a  
20 certain power of attorney may become effective on a certain determination by a  
21 certain individual; establishing certain circumstances under which a certain  
22 person may act as the principal’s personal representative for certain purposes;  
23 establishing certain circumstances under which a power of attorney terminates;  
24 providing that a certain agent’s authority remains exercisable, notwithstanding  
25 certain circumstances; establishing that the termination of an agent’s authority  
26 or a power of attorney is not effective as to certain persons under certain  
27 circumstances; establishing that certain persons are bound by certain acts;  
28 establishing that the incapacity of a certain principal in a power of attorney  
29 does not have a certain effect; establishing that the execution of a power of  
30 attorney does not revoke a previously executed power of attorney, with certain  
31 exceptions; authorizing a principal in a power of attorney to designate a certain

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

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

18 BY repealing

19 Article – Estates and Trusts

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

21 Annotated Code of Maryland

22 (2001 Replacement Volume and 2008 Supplement)

23 BY adding to

24 Article – Estates and Trusts

25 Section 17–101 through 17–404 to be under the new title “Title 17. Maryland

26 Uniform Power of Attorney Act”

27 Annotated Code of Maryland

28 (2001 Replacement Volume and 2008 Supplement)

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

31 **Article – Estates and Trusts**

32 [Subtitle 6. Powers of Attorney.]

33 [13–601.

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

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

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

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

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

12 (2) An instrument or portion of an instrument that is an advance  
13 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle  
14 6 of the Health – General Article.]

15 [13–602.

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

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

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

31 [13–603.

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

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

1                                   **SUBTITLE 1. GENERAL PROVISIONS.**

2   **17-101.**

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

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

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

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

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

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

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

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

22                   (2)   **IS:**

23                           (I)   **MISSING;**

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

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

28           (G)   **“PERSON” MEANS AN INDIVIDUAL, CORPORATION, BUSINESS**  
29   **TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY,**

1 ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR  
2 GOVERNMENTAL SUBDIVISION, AGENCY, INSTRUMENTALITY, OR OTHER LEGAL  
3 OR COMMERCIAL ENTITY.

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

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

13 (2) "PRESENTLY EXERCISABLE GENERAL POWER OF  
14 APPOINTMENT" INCLUDES A POWER OF APPOINTMENT NOT EXERCISABLE UNTIL  
15 THE OCCURRENCE OF A SPECIFIED EVENT, THE SATISFACTION OF AN  
16 ASCERTAINABLE STANDARD, OR THE PASSAGE OF A SPECIFIED PERIOD ONLY  
17 AFTER THE OCCURRENCE OF THE SPECIFIED EVENT, THE SATISFACTION OF THE  
18 ASCERTAINABLE STANDARD, OR THE PASSAGE OF THE SPECIFIED PERIOD.

19 (3) "PRESENTLY EXERCISABLE GENERAL POWER OF  
20 APPOINTMENT" DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY  
21 CAPACITY OR ONLY BY WILL.

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

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

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

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

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

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

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

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

8                   (2)   “STOCKS AND BONDS” DOES NOT INCLUDE COMMODITY  
9 FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR STOCK  
10 INDEXES.

11   **17-102.**

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

13                   (1)   A POWER TO THE EXTENT THE POWER IS COUPLED WITH AN  
14 INTEREST IN THE SUBJECT OF THE POWER, IS GIVEN AS SECURITY, OR IS GIVEN  
15 AS CONSIDERATION, REGARDLESS OF WHETHER THE POWER IS HELD FOR THE  
16 BENEFIT OF THE AGENT OR ANOTHER PERSON, INCLUDING A POWER GIVEN TO  
17 OR FOR THE BENEFIT OF A CREDITOR IN CONNECTION WITH A CREDIT  
18 TRANSACTION;

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

20                   (3)   A PROXY OR OTHER DELEGATION TO EXERCISE ANY AND ALL  
21 RIGHTS WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR  
22 MANAGEMENT RIGHTS OR BOTH, OR A DELEGATION OF AUTHORITY TO  
23 EXECUTE, BECOME A PARTY TO, OR AMEND A DOCUMENT OR AGREEMENT  
24 GOVERNING AN ENTITY OR ENTITY OWNERSHIP INTEREST;

25                   (4)   A POWER CREATED ON A FORM PRESCRIBED BY A  
26 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR  
27 INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE;

28                   (5)   A POWER CREATED AS PART OF, OR IN CONNECTION WITH, AN  
29 AGREEMENT ESTABLISHING AN ATTORNEY AND CLIENT RELATIONSHIP; AND

30                   (6)   A POWER OF ATTORNEY THAT STATES THAT IT IS NOT  
31 SUBJECT TO THIS TITLE.

32   **17-103.**

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

4 **17-104.**

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

9           **(B) A SIGNATURE ON A POWER OF ATTORNEY IS PRESUMED TO BE**  
10 **GENUINE IF THE PRINCIPAL ACKNOWLEDGES THE SIGNATURE BEFORE A**  
11 **NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY LAW TO TAKE**  
12 **ACKNOWLEDGMENTS.**

13 **17-105.**

14           **(A) A POWER OF ATTORNEY EXECUTED IN THIS STATE ON OR AFTER**  
15 **OCTOBER 1, 2009, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY**  
16 **COMPLIES WITH § 17-104 OF THIS SUBTITLE.**

17           **(B) A POWER OF ATTORNEY EXECUTED IN THIS STATE BEFORE**  
18 **OCTOBER 1, 2009, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY**  
19 **COMPLIED WITH THE LAW OF THIS STATE AS THE LAW EXISTED AT THE TIME OF**  
20 **EXECUTION.**

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

24                   **(1) THE LAW OF THE JURISDICTION THAT DETERMINES THE**  
25 **MEANING AND EFFECT OF THE POWER OF ATTORNEY IN ACCORDANCE WITH §**  
26 **17-106 OF THIS SUBTITLE; OR**

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

29           **(D) (1) EXCEPT AS OTHERWISE PROVIDED BY STATUTE OTHER THAN**  
30 **THIS TITLE AND EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**  
31 **A PHOTOCOPY OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL**  
32 **POWER OF ATTORNEY HAS THE SAME EFFECT AS THE ORIGINAL.**



1           **(2) A CLERK OF A COURT MAY REFUSE TO RECORD A PHOTOCOPY**  
2 **OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL POWER OF**  
3 **ATTORNEY.**

4 **17-106.**

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

9 **17-107.**

10           **(A) IN A POWER OF ATTORNEY, A PRINCIPAL MAY NOMINATE A**  
11 **GUARDIAN OF THE PRINCIPAL'S ESTATE IN ACCORDANCE WITH THE PROVISIONS**  
12 **OF § 13-207 OF THIS ARTICLE.**

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

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

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

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

21 **17-108.**

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

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

31           **(C) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE**  
32 **PRINCIPAL'S INCAPACITY AND THE PRINCIPAL HAS NOT AUTHORIZED A PERSON**

1 TO DETERMINE WHETHER THE PRINCIPAL IS INCAPACITATED, OR THE PERSON  
2 AUTHORIZED IS UNABLE OR UNWILLING TO MAKE THE DETERMINATION, THE  
3 POWER OF ATTORNEY BECOMES EFFECTIVE ON A DETERMINATION IN A  
4 WRITING OR OTHER RECORD BY:

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

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

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

21 **17-109.**

22 (A) A POWER OF ATTORNEY TERMINATES WHEN:

23 (1) THE PRINCIPAL DIES;

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

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

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

28 (5) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY  
29 ACCOMPLISHED, IF THE POWER OF ATTORNEY EXPRESSLY STATES THAT IT IS  
30 GIVEN FOR A SPECIFIC PURPOSE; OR

31 (6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE  
32 AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF

1 ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE  
2 POWER OF ATTORNEY.

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

4 (1) THE PRINCIPAL REVOKES THE AUTHORITY;

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

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

9 (4) THE POWER OF ATTORNEY TERMINATES.

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

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

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

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

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

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

1 **17-110.**

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

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

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

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

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

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

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

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

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

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

1 **17-111.**

2 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN AGENT  
3 IS ENTITLED TO REIMBURSEMENT OF EXPENSES REASONABLY INCURRED ON  
4 BEHALF OF THE PRINCIPAL, BUT IS NOT ENTITLED TO COMPENSATION.

5 (B) IF THE PRINCIPAL INDICATES IN THE POWER OF ATTORNEY THAT  
6 THE AGENT IS ENTITLED TO COMPENSATION, THE AGENT MAY RECEIVE  
7 COMPENSATION BASED ON WHAT IS REASONABLE UNDER THE CIRCUMSTANCES  
8 OR ON SUCH OTHER BASIS AS MAY BE SET FORTH IN THE POWER OF ATTORNEY.

9 **17-112.**

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

14 **17-113.**

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

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

20 (2) ACT IN GOOD FAITH; AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7           **(H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF**  
8 **ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS,**  
9 **DISBURSEMENTS, OR TRANSACTIONS CONDUCTED ON BEHALF OF THE**  
10 **PRINCIPAL UNLESS ORDERED BY A COURT OR REQUESTED BY THE PRINCIPAL, A**  
11 **GUARDIAN, A CONSERVATOR, ANOTHER FIDUCIARY ACTING FOR THE**  
12 **PRINCIPAL, A GOVERNMENTAL AGENCY HAVING AUTHORITY TO PROTECT THE**  
13 **WELFARE OF THE PRINCIPAL, OR, ON THE DEATH OF THE PRINCIPAL, BY THE**  
14 **PERSONAL REPRESENTATIVE OR SUCCESSOR IN INTEREST OF THE PRINCIPAL'S**  
15 **ESTATE.**

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

21 **17-114.**

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

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

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

32 **17-115.**

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

- 1           **(1) THE PRINCIPAL OR THE AGENT;**
- 2           **(2) A GUARDIAN, CONSERVATOR, OR OTHER FIDUCIARY ACTING**  
3 **FOR THE PRINCIPAL;**
- 4           **(3) A PERSON AUTHORIZED TO MAKE HEALTH CARE DECISIONS**  
5 **FOR THE PRINCIPAL;**
- 6           **(4) THE PRINCIPAL'S SPOUSE, PARENT, OR DESCENDANT;**
- 7           **(5) AN INDIVIDUAL WHO WOULD QUALIFY AS A PRESUMPTIVE**  
8 **HEIR OF THE PRINCIPAL;**
- 9           **(6) A PERSON NAMED AS A BENEFICIARY TO RECEIVE ANY**  
10 **PROPERTY, BENEFIT, OR CONTRACTUAL RIGHT ON THE PRINCIPAL'S DEATH OR**  
11 **AS A BENEFICIARY OF A TRUST CREATED BY OR FOR THE PRINCIPAL THAT HAS A**  
12 **FINANCIAL INTEREST IN THE PRINCIPAL'S ESTATE;**
- 13           **(7) A GOVERNMENTAL AGENCY HAVING REGULATORY**  
14 **AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL;**
- 15           **(8) THE PRINCIPAL'S CAREGIVER OR ANOTHER PERSON THAT**  
16 **DEMONSTRATES SUFFICIENT INTEREST IN THE PRINCIPAL'S WELFARE; AND**
- 17           **(9) A PERSON ASKED TO ACCEPT THE POWER OF ATTORNEY.**

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

22 **17-116.**

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

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

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



1 **17-117.**

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

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

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

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

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

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

14 **17-118.**

15 **(A) IN THIS SECTION, "ACKNOWLEDGED" MEANS PURPORTEDLY**  
16 **VERIFIED BEFORE A NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED TO**  
17 **TAKE ACKNOWLEDGMENTS.**

18 **(B) A PERSON THAT IN GOOD FAITH ACCEPTS AN ACKNOWLEDGED**  
19 **POWER OF ATTORNEY WITHOUT ACTUAL KNOWLEDGE THAT THE SIGNATURE IS**  
20 **NOT GENUINE MAY RELY ON THE PRESUMPTIONS SET FORTH IN § 17-104(B) OF**  
21 **THIS SUBTITLE, AND IS NOT LIABLE FOR A CLAIM BASED ON THE FACT THAT THE**  
22 **SIGNATURE IS NOT GENUINE.**

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

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

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

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

3           **(D) A PERSON THAT IS ASKED TO ACCEPT AN ACKNOWLEDGED POWER**  
4 **OF ATTORNEY MAY REQUEST, AND RELY ON, WITHOUT FURTHER**  
5 **INVESTIGATION AND WITHOUT ANY LIABILITY FOR THE RELIANCE:**

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

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

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

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

20 **17-119.**

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

23           **(2) "ACKNOWLEDGED" HAS THE MEANING STATED IN § 17-118 OF**  
24 **THIS SUBTITLE.**

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

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

30           **(1) A PERSON EITHER SHALL ACCEPT AN ACKNOWLEDGED**  
31 **STATUTORY FORM POWER OF ATTORNEY OR REQUEST A CERTIFICATION, A**  
32 **TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(D) OF THIS**

1 SUBTITLE NO LATER THAN 7 BUSINESS DAYS AFTER PRESENTATION OF THE  
2 POWER OF ATTORNEY FOR ACCEPTANCE;

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

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

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

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

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

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

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

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

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

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

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

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

10 (E) IF A COURT DETERMINES THAT A PROCEEDING TO MANDATE  
11 ACCEPTANCE OF A POWER OF ATTORNEY WAS BROUGHT OTHER THAN IN GOOD  
12 FAITH, THE COURT MAY AWARD REASONABLE ATTORNEY'S FEES AND COSTS TO  
13 THE PREVAILING PARTY.

14 **17-120.**

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

18 **SUBTITLE 2. AUTHORITY.**

19 **17-201.**

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

26 (1) (I) CREATE A NEW INTER VIVOS TRUST; OR

27 (II) IF AN EXISTING INTER VIVOS TRUST EXPRESSLY  
28 AUTHORIZES THE ACTION BY THE AGENT, AMEND, REVOKE, OR TERMINATE THE  
29 EXISTING INTER VIVOS TRUST;

30 (2) MAKE A GIFT;

31 (3) CREATE OR CHANGE RIGHTS OF SURVIVORSHIP;

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

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

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

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

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

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

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

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

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

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

1 **17-202.**

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

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

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

14 **17-203.**

15 EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, BY  
16 EXECUTING A POWER OF ATTORNEY THAT INCORPORATES BY REFERENCE A  
17 SUBJECT DESCRIBED IN §§ 17-204 THROUGH 17-217 OF THIS SUBTITLE OR  
18 THAT GRANTS TO AN AGENT AUTHORITY TO DO ALL ACTS THAT A PRINCIPAL  
19 COULD DO IN ACCORDANCE WITH § 17-201(C) OF THIS SUBTITLE, A PRINCIPAL  
20 AUTHORIZES THE AGENT, WITH RESPECT TO THAT SUBJECT, TO:

21 (1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR  
22 OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL  
23 IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,  
24 DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES  
25 INTENDED;

26 (2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE  
27 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,  
28 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE  
29 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE  
30 PRINCIPAL;

31 (3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD  
32 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO  
33 ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A  
34 SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL  
35 OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THE  
36 POWER OF ATTORNEY;

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

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

8           (6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,  
9 ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR  
10 OTHER ADVISOR;

11           (7) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER  
12 DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A  
13 STATUTE OR REGULATION;

14           (8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF  
15 A GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR  
16 INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;

17           (9) ACCESS COMMUNICATIONS INTENDED FOR, AND  
18 COMMUNICATE ON BEHALF OF THE PRINCIPAL, WHETHER BY MAIL,  
19 ELECTRONIC TRANSMISSION, TELEPHONE, OR OTHER MEANS; AND

20           (10) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL  
21 PROPERTY RELATED TO THE SUBJECT.

22 **17-204.**

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

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

29           (2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,  
30 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,  
31 RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO  
32 PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY  
33 FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO

1 PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,  
2 CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,  
3 OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A  
4 RIGHT INCIDENT TO REAL PROPERTY;

5 (3) PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR  
6 RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,  
7 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A  
8 DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE;

9 (4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR  
10 OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,  
11 ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS  
12 ASSERTED;

13 (5) MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR  
14 A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY  
15 THE PRINCIPAL, INCLUDING:

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

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

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

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

25 (6) USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR  
26 INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR  
27 INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR  
28 RIGHT;

29 (7) PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL  
30 PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR RIGHT INCIDENT TO  
31 REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND  
32 BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,  
33 INCLUDING:



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

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

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

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

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

12 **17-205.**

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

16                   (1)    **DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY**  
17 **FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**  
18 **OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN**  
19 **INTEREST IN TANGIBLE PERSONAL PROPERTY;**

20                   (2)    **SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**  
21 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**  
22 **CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,**  
23 **SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN**  
24 **INTEREST IN TANGIBLE PERSONAL PROPERTY;**

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

29                   (4)    **RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR**  
30 **OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE**  
31 **PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN**  
32 **INTEREST IN TANGIBLE PERSONAL PROPERTY;**

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

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

6                   **(II) OBTAINING OR REGAINING POSSESSION OF OR**  
7 **PROTECTING THE PROPERTY OR INTEREST, 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 TAXES OR ASSESSMENTS;**

11                   **(IV) MOVING THE PROPERTY FROM PLACE TO PLACE;**

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

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

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

18 **17-206.**

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

22                   **(1) BUY, SELL, AND EXCHANGE STOCKS AND BONDS;**

23                   **(2) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT**  
24 **WITH RESPECT TO STOCKS AND BONDS;**

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

27                   **(4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF**  
28 **OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; AND**

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

4 **17-207.**

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

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

11           (2) ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION  
12 ACCOUNTS.

13 **17-208.**

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

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

19           (2) ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR  
20 OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND  
21 LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR  
22 OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT;

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

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

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

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

1           **(7) BORROW MONEY AND PLEDGE AS SECURITY PERSONAL**  
2 **PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,**  
3 **OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT**  
4 **GUARANTEED BY THE PRINCIPAL;**

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

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

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

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

21 **17-209.**

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

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

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

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

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

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

8           (6) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
9 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
10 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A  
11 PARTY CONCERNING STOCKS AND BONDS;

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

14           (I) CONTINUE, MODIFY, RENEGOTIATE, EXTEND, AND  
15 TERMINATE A CONTRACT MADE BY OR ON BEHALF OF THE PRINCIPAL WITH  
16 RESPECT TO THE ENTITY OR BUSINESS BEFORE EXECUTION OF THE POWER OF  
17 ATTORNEY;

18           (II) DETERMINE:

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

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

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

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

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

31           (III) CHANGE THE NAME OR FORM OF ORGANIZATION UNDER  
32 WHICH THE ENTITY OR BUSINESS IS OPERATED AND ENTER INTO AN

1 OWNERSHIP AGREEMENT WITH OTHER PERSONS TO TAKE OVER ALL OR PART OF  
2 THE OPERATION OF THE ENTITY OR BUSINESS; AND

3 (IV) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY  
4 THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE  
5 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE  
6 OPERATION OF THE ENTITY OR BUSINESS;

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

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

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

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

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

18 (13) PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,  
19 FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL  
20 FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR  
21 PENALTIES, WITH RESPECT TO AN ENTITY OR BUSINESS, INCLUDING ATTEMPTS  
22 TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR AFTER THE  
23 EXECUTION OF THE POWER OF ATTORNEY.

24 **17-210.**

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

28 (1) CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,  
29 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT  
30 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES  
31 AN ANNUITY EITHER TO THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR  
32 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT;

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

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

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

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

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

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

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

17          (9)   **CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY**  
18 **WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY**  
19 **DESCRIBED IN THIS SECTION;**

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

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

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

28          (13) **PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR**  
29 **CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR**  
30 **ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT**  
31 **OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE**  
32 **CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR**  
33 **ASSESSMENT.**

1 **17-211.**

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

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

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

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

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

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 ASCERTAIN THE MEANING,  
23 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER  
24 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL;

25 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
26 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
27 COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR  
28 SURCHARGE A FIDUCIARY;

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

31 (7) TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL  
32 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR  
33 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY



1 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS  
2 SETTLOR; AND

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

6 17-212.

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

10 (1) ASSERT AND MAINTAIN BEFORE A COURT OR  
11 ADMINISTRATIVE AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION,  
12 COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION  
13 TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES  
14 SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK  
15 AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF;

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

18 (3) SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,  
19 OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN  
20 AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR  
21 DECREE;

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

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

27 (6) WAIVE THE ISSUANCE AND SERVICE OF PROCESS ON THE  
28 PRINCIPAL, ACCEPT SERVICE OF PROCESS, APPEAR FOR THE PRINCIPAL,  
29 DESIGNATE PERSONS ON WHICH PROCESS DIRECTED TO THE PRINCIPAL MAY BE  
30 SERVED, EXECUTE AND FILE OR DELIVER STIPULATIONS ON THE PRINCIPAL'S  
31 BEHALF, VERIFY PLEADINGS, SEEK APPELLATE REVIEW, PROCURE AND GIVE  
32 SURETY AND INDEMNITY BONDS, CONTRACT AND PAY FOR THE PREPARATION  
33 AND PRINTING OF RECORDS AND BRIEFS, RECEIVE, EXECUTE, AND FILE OR  
34 DELIVER A CONSENT, WAIVER, RELEASE, CONFESSION OF JUDGMENT,  
35 SATISFACTION OF JUDGMENT, NOTICE, AGREEMENT, OR OTHER INSTRUMENT IN

1 CONNECTION WITH THE PROSECUTION, SETTLEMENT, OR DEFENSE OF A CLAIM  
2 OR LITIGATION;

3 (7) ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR  
4 INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE  
5 PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A  
6 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF  
7 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN  
8 PROPERTY OR OTHER THING OF VALUE;

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

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

14 **17-213.**

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

19 (1) PERFORM THE ACTS NECESSARY TO MAINTAIN THE  
20 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S  
21 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THE  
22 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

23 (I) THE PRINCIPAL'S CHILDREN;

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

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

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

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

- 1                   (I)     **PURCHASE, LEASE, OR OTHER CONTRACT; OR**
- 2                   (II)    **PAYING THE OPERATING COSTS, INCLUDING INTEREST,**  
3 **AMORTIZATION PAYMENTS, REPAIRS, IMPROVEMENTS, AND TAXES, FOR**  
4 **PREMISES OWNED BY THE PRINCIPAL OR OCCUPIED BY THOSE INDIVIDUALS;**
- 5                   (4)     **PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND**  
6 **TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE**  
7 **EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND**  
8 **OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED IN ITEM (1)**  
9 **OF THIS SUBSECTION;**
- 10                  (5)     **PAY EXPENSES FOR NECESSARY HEALTH CARE AND**  
11 **CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF**  
12 **THIS SUBSECTION;**
- 13                  (6)     **ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN**  
14 **ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND**  
15 **ACCOUNTABILITY ACT, §§ 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT,**  
16 **42 U.S.C. § 1320D, AND APPLICABLE REGULATIONS IN MAKING DECISIONS**  
17 **RELATED TO THE PAST, PRESENT, OR FUTURE PAYMENT FOR THE PROVISION OF**  
18 **HEALTH CARE CONSENTED TO BY THE PRINCIPAL OR ANYONE AUTHORIZED**  
19 **UNDER THE LAW OF THIS STATE TO CONSENT TO HEALTH CARE ON BEHALF OF**  
20 **THE PRINCIPAL;**
- 21                  (7)     **CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR**  
22 **AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING**  
23 **REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF**  
24 **TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS**  
25 **SUBSECTION;**
- 26                  (8)     **MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE**  
27 **CONVENIENCE OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS**  
28 **SUBSECTION AND OPEN NEW ACCOUNTS; AND**
- 29                  (9)     **CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR**  
30 **AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,**  
31 **ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE**  
32 **ORGANIZATIONS.**
- 33                  (B)     **AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY**  
34 **MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT**  
35 **AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS**  
36 **SUBTITLE.**

1 **17-214.**

2 (A) IN THIS SECTION, “BENEFITS FROM GOVERNMENTAL PROGRAMS OR  
3 CIVIL OR MILITARY SERVICE” MEANS ANY BENEFIT, PROGRAM, OR ASSISTANCE  
4 PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,  
5 MEDICARE, AND MEDICAID.

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

10 (1) EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR  
11 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A  
12 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE  
13 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR  
14 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN § 17-213(A)(1) OF THIS  
15 SUBTITLE, AND FOR SHIPMENT OF THE HOUSEHOLD EFFECTS OF THOSE  
16 INDIVIDUALS;

17 (2) TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT  
18 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR  
19 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR  
20 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF  
21 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT  
22 PURPOSE;

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

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

28 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
29 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
30 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR  
31 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE  
32 OR REGULATION; AND

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

1 **17-215.**

2 (A) IN THIS SECTION, "RETIREMENT PLAN" MEANS A PLAN OR ACCOUNT  
3 CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO  
4 PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE  
5 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR  
6 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE  
7 CODE:

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

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

12 (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER  
13 INTERNAL REVENUE CODE SECTION 408(q), 26 U.S.C. § 408(q);

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

16 (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER  
17 RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION  
18 401(A), 26 U.S.C. § 401(A);

19 (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),  
20 26 U.S.C. § 457(B); AND

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

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

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

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

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

1           **(4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;**

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

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

6 **17-216.**

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

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

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

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

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

29 **17-217.**

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



1 **17-301.**

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

5 **“MARYLAND**  
6 **STATUTORY FORM POWER OF ATTORNEY**

7 **IMPORTANT INFORMATION**

8 **THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO**  
9 **MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL).**  
10 **YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO**  
11 **YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE**  
12 **TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED**  
13 **ON THIS FORM IS EXPLAINED IN THE MARYLAND UNIFORM POWER OF**  
14 **ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE.**

15 **THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH**  
16 **CARE DECISIONS FOR YOU.**

17 **YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS**  
18 **YOU SPECIFY OTHERWISE, GENERALLY THE AGENT’S AUTHORITY WILL**  
19 **CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE**  
20 **AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.**

21 **YOUR AGENT IS NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE**  
22 **OTHERWISE IN THIS POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT**  
23 **IS TO RECEIVE COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE**  
24 **COMPENSATION OR COMPENSATION AS SPECIFIED IN THE SPECIAL**  
25 **INSTRUCTIONS.**

26 **THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME**  
27 **MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL**  
28 **INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU**  
29 **INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.**

30 **IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF**  
31 **ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY**  
32 **ALSO NAME A SECOND SUCCESSOR AGENT.**

33 **THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU**  
34 **STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.**



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

4 DESIGNATION OF AGENT

5 I, \_\_\_\_\_, NAME THE  
6 (NAME OF PRINCIPAL)  
7 FOLLOWING PERSON AS MY AGENT:

8 NAME OF  
9 AGENT: \_\_\_\_\_  
10 AGENT'S  
11 ADDRESS: \_\_\_\_\_  
12 AGENT'S TELEPHONE  
13 NUMBER: \_\_\_\_\_

14 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

15 IF MY AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY  
16 SUCCESSOR AGENT:

17 NAME OF SUCCESSOR AGENT: \_\_\_\_\_  
18 SUCCESSOR AGENT'S ADDRESS: \_\_\_\_\_  
19 SUCCESSOR AGENT'S TELEPHONE  
20 NUMBER: \_\_\_\_\_

21 IF MY SUCCESSOR AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS  
22 MY SECOND SUCCESSOR AGENT:

23 NAME OF SECOND SUCCESSOR  
24 AGENT: \_\_\_\_\_

25 SECOND SUCCESSOR AGENT'S  
26 ADDRESS: \_\_\_\_\_

27 SECOND SUCCESSOR AGENT'S TELEPHONE  
28 NUMBER: \_\_\_\_\_

29 GRANT OF GENERAL AUTHORITY

30 I GRANT MY AGENT AND ANY SUCCESSOR AGENT GENERAL AUTHORITY TO ACT  
31 FOR ME WITH RESPECT TO THE FOLLOWING SUBJECTS AS DEFINED IN THE

1 **MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES**  
 2 **AND TRUSTS ARTICLE:**

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

- 7  **REAL PROPERTY**  
 8  **TANGIBLE PERSONAL PROPERTY**  
 9  **STOCKS AND BONDS**  
 10  **COMMODITIES AND OPTIONS**  
 11  **BANKS AND OTHER FINANCIAL INSTITUTIONS**  
 12  **OPERATION OF ENTITY OR BUSINESS**  
 13  **INSURANCE AND ANNUITIES**  
 14  **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**  
 15  **CLAIMS AND LITIGATION**  
 16  **PERSONAL AND FAMILY MAINTENANCE**  
 17  **BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY**  
 18 **SERVICE**  
 19  **RETIREMENT PLANS**  
 20  **TAXES**
- 21  **ALL PRECEDING SUBJECTS**

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

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

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

- 29  **CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST**  
 30  **MAKE A GIFT, SUBJECT TO THE LIMITATIONS OF THE MARYLAND**  
 31 **UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES AND**  
 32 **TRUSTS ARTICLE, AND ANY SPECIAL INSTRUCTIONS IN THIS POWER OF**  
 33 **ATTORNEY**  
 34  **CREATE OR CHANGE RIGHTS OF SURVIVORSHIP**  
 35  **CREATE OR CHANGE A BENEFICIARY DESIGNATION**  
 36  **AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED**  
 37 **UNDER THIS POWER OF ATTORNEY**

1 ( ) WAIVE THE PRINCIPAL’S RIGHT TO BE A BENEFICIARY OF A JOINT AND  
2 SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A  
3 RETIREMENT PLAN

4 ( ) EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO  
5 DELEGATE

6 ( ) DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER  
7 OF APPOINTMENT

8 **COMPENSATION OF AGENT (CHOOSE ONE)**

9 ( ) MY AGENT IS TO SERVE WITHOUT COMPENSATION.

10 ( ) MY AGENT IS TO RECEIVE COMPENSATION THAT IS REASONABLE UNDER  
11 THE CIRCUMSTANCES OR COMPENSATION AS SPECIFIED IN THE SPECIAL  
12 INSTRUCTIONS.

13 **LIMITATION ON AGENT’S AUTHORITY**

14 AN AGENT THAT IS NOT MY ANCESTOR, SPOUSE, OR DESCENDANT MAY NOT  
15 USE MY PROPERTY TO BENEFIT THE AGENT OR A PERSON TO WHOM THE AGENT  
16 OWES AN OBLIGATION OF SUPPORT UNLESS I HAVE INCLUDED THAT AUTHORITY  
17 IN THE SPECIAL INSTRUCTIONS.

18 **SPECIAL INSTRUCTIONS (OPTIONAL)**

19 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27 **EFFECTIVE DATE**

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

30 **NOMINATION OF GUARDIAN (OPTIONAL)**

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

4 NAME OF NOMINEE FOR GUARDIAN OF MY ESTATE:

5 \_\_\_\_\_

6 NOMINEE'S ADDRESS: \_\_\_\_\_

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

8 NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

9 \_\_\_\_\_

10 NOMINEE'S ADDRESS: \_\_\_\_\_

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

12 RELIANCE ON THIS POWER OF ATTORNEY

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

16 SIGNATURE AND ACKNOWLEDGMENT

17 \_\_\_\_\_

18 YOUR SIGNATURE

\_\_\_\_\_

DATE

19 \_\_\_\_\_

20 YOUR NAME PRINTED

21 \_\_\_\_\_

22 \_\_\_\_\_

23 YOUR ADDRESS

24 \_\_\_\_\_

25 YOUR TELEPHONE NUMBER

26 STATE OF MARYLAND

27 (COUNTY) OF \_\_\_\_\_

28 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

29 \_\_\_\_\_,

30 (DATE)

31 BY \_\_\_\_\_.

32 (NAME OF PRINCIPAL)

(SEAL, IF ANY)

1 \_\_\_\_\_  
2 SIGNATURE OF NOTARY  
3 MY COMMISSION EXPIRES: \_\_\_\_\_

4 THIS DOCUMENT PREPARED BY:  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 **IMPORTANT INFORMATION FOR AGENT**

8 **AGENT’S DUTIES**

9 **WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF**  
10 **ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND**  
11 **THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT**  
12 **CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR**  
13 **REVOKED. YOU MUST:**

- 14 (1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO
- 15 WITH THE PRINCIPAL’S PROPERTY OR, IF YOU DO NOT KNOW THE
- 16 PRINCIPAL’S EXPECTATIONS, ACT IN THE PRINCIPAL’S BEST INTEREST;
- 17 (2) ACT IN GOOD FAITH;
- 18 (3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF
- 19 ATTORNEY; AND
- 20 (4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE
- 21 PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND
- 22 SIGNING YOUR OWN NAME AS “AGENT” IN THE FOLLOWING MANNER:

23 \_\_\_\_\_  
24 (PRINCIPAL’S NAME) BY (YOUR SIGNATURE) AS AGENT

25 **UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE**  
26 **OTHERWISE, YOU MUST ALSO:**

- 27 (1) ACT LOYALLY FOR THE PRINCIPAL’S BENEFIT;
- 28 (2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE
- 29 PRINCIPAL’S BEST INTEREST;
- 30 (3) ACT WITH CARE, COMPETENCE, AND DILIGENCE;
- 31 (4) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS
- 32 MADE ON BEHALF OF THE PRINCIPAL;
- 33 (5) COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE
- 34 HEALTH CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW
- 35 THE PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE

1           **PRINCIPAL’S EXPECTATIONS, TO ACT IN THE PRINCIPAL’S BEST INTEREST;**  
2           **AND**  
3       **(6) ATTEMPT TO PRESERVE THE PRINCIPAL’S ESTATE PLAN IF YOU KNOW THE**  
4           **PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL’S**  
5           **BEST INTEREST.**

## 6       **TERMINATION OF AGENT’S AUTHORITY**

7       **YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY**  
8       **EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY**  
9       **UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF**  
10       **ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY**  
11       **INCLUDE:**

- 12       **(1) DEATH OF THE PRINCIPAL;**  
13       **(2) THE PRINCIPAL’S REVOCATION OF THE POWER OF ATTORNEY OR YOUR**  
14           **AUTHORITY;**  
15       **(3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF**  
16           **ATTORNEY;**  
17       **(4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED; OR**  
18       **(5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH**  
19           **A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,**  
20           **UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY**  
21           **STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.**

## 22       **LIABILITY OF AGENT**

23       **THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE**  
24       **MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES**  
25       **AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND UNIFORM POWER OF**  
26       **ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT**  
27       **OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES**  
28       **CAUSED BY YOUR VIOLATION.**

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

31       **17-302.**

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

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

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

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

8 I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

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

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

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

18 (4)  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 (INSERT OTHER RELEVANT STATEMENTS)

24 SIGNATURE AND ACKNOWLEDGMENT

25 \_\_\_\_\_  
26 AGENT'S SIGNATURE DATE

27 \_\_\_\_\_  
28 AGENT'S NAME PRINTED

29 \_\_\_\_\_  
30 \_\_\_\_\_

31 AGENT'S ADDRESS  
32 \_\_\_\_\_

33 AGENT'S TELEPHONE NUMBER

1 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

2 \_\_\_\_\_,

3 (DATE)

4 BY \_\_\_\_\_.

5 (NAME OF AGENT)

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

7 SIGNATURE OF NOTARY

8 MY COMMISSION EXPIRES: \_\_\_\_\_

9 THIS DOCUMENT PREPARED BY:

10 \_\_\_\_\_”.

11 SUBTITLE 4. MISCELLANEOUS PROVISIONS.

12 17-401.

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

15 17-402.

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

20 17-403.

21 THIS TITLE MODIFIES, LIMITS, AND SUPERSEDES THE FEDERAL  
22 ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15  
23 U.S.C. § 7001 ET SEQ., BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE SECTION  
24 7001(C) OF THAT ACT, 15 U.S.C. § 7001(C), OR AUTHORIZE ELECTRONIC  
25 DELIVERY OF THE NOTICES DESCRIBED IN SECTION 7003(B) OF THAT ACT, 15  
26 U.S.C. § 7003(B).

27 17-404.

28 EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, ON OCTOBER 1, 2009:

29 (1) THIS TITLE APPLIES TO A POWER OF ATTORNEY CREATED  
30 BEFORE, ON, OR AFTER OCTOBER 1, 2009;



1                   **(2) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**  
2 **CONCERNING A POWER OF ATTORNEY COMMENCED ON OR AFTER OCTOBER 1,**  
3 **2009;**

4                   **(3) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**  
5 **CONCERNING A POWER OF ATTORNEY COMMENCED BEFORE OCTOBER 1, 2009,**  
6 **UNLESS THE COURT FINDS THAT APPLICATION OF A PROVISION OF THIS TITLE**  
7 **WOULD SUBSTANTIALLY INTERFERE WITH THE EFFECTIVE CONDUCT OF THE**  
8 **JUDICIAL PROCEEDING OR PREJUDICE THE RIGHTS OF A PARTY, IN WHICH CASE**  
9 **THAT PROVISION DOES NOT APPLY AND THE SUPERSEDED LAW APPLIES; AND**

10                   **(4) AN ACT DONE BEFORE OCTOBER 1, 2009, IS NOT AFFECTED**  
11 **BY THIS TITLE.**

12                   SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
13 October 1, 2009.