

# SENATE BILL 150

N2  
SB 87/08 – JPR

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By: **Senators Kelley, Astle, Colburn, Currie, Della, Garagiola, Glassman, Jacobs, Klausmeier, Lenett, Muse, Simonaire, and Stone**

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Assigned to: Judicial Proceedings

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 10, 2009

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

1 AN ACT concerning

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

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

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**EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



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

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

28 BY repealing  
 29 Article – Estates and Trusts  
 30 Section 13–601 through 13–603 and the subtitle “Subtitle 6. Powers of Attorney”  
 31 Annotated Code of Maryland  
 32 (2001 Replacement Volume and 2008 Supplement)

33 BY adding to  
 34 Article – Estates and Trusts  
 35 Section 17–101 through 17–404 to be under the new title “Title 17. Maryland  
 36 Uniform Power of Attorney Act”  
 37 Annotated Code of Maryland  
 38 (2001 Replacement Volume and 2008 Supplement)

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

41 **Article – Estates and Trusts**

42 [Subtitle 6. Powers of Attorney.]

1 [13-601.

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

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

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

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

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

19 (2) An instrument or portion of an instrument that is an advance  
20 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle  
21 6 of the Health – General Article.]

22 [13-602.

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

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

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

3 [13-603.

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

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

### 9 SUBTITLE 1. GENERAL PROVISIONS.

#### 10 17-101.

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

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

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

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

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

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

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

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

30 (2) IS:

- 1 (I) MISSING;
- 2 (II) DETAINED, INCLUDING INCARCERATED IN A PENAL  
3 SYSTEM; OR
- 4 (III) OUTSIDE THE UNITED STATES AND UNABLE TO  
5 RETURN.

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

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

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

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

26 (3) "PRESENTLY EXERCISABLE GENERAL POWER OF  
27 APPOINTMENT" DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY  
28 CAPACITY OR ONLY BY WILL.

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

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

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

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

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

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

9           (N)    “STATE” MEANS A STATE OF THE UNITED STATES, THE DISTRICT  
10 OF COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY  
11 TERRITORY OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE  
12 UNITED STATES.

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

16                   (2)    “STOCKS AND BONDS” DOES NOT INCLUDE COMMODITY  
17 FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR STOCK  
18 INDEXES.

19    **17-102.**

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

21                   (1)    A POWER TO THE EXTENT THE POWER IS COUPLED WITH AN  
22 INTEREST IN THE SUBJECT OF THE POWER, IS GIVEN AS SECURITY, OR IS GIVEN  
23 FOR CONSIDERATION, REGARDLESS OF WHETHER THE POWER IS HELD FOR THE  
24 BENEFIT OF THE AGENT OR ANOTHER PERSON, INCLUDING A POWER GIVEN TO  
25 OR FOR THE BENEFIT OF A CREDITOR IN CONNECTION WITH A CREDIT  
26 TRANSACTION;

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

28                   (3)    A PROXY OR OTHER DELEGATION TO EXERCISE ANY AND ALL  
29 RIGHTS WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR  
30 MANAGEMENT RIGHTS ~~WITH RESPECT TO AN ENTITY; AND~~ OR BOTH, OR A  
31 DELEGATION OF AUTHORITY TO EXECUTE, BECOME A PARTY TO, OR AMEND A  
32 DOCUMENT OR AGREEMENT GOVERNING AN ENTITY OR ENTITY OWNERSHIP  
33 INTEREST;

1           (4) A POWER CREATED ON A FORM PRESCRIBED BY A  
2 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR  
3 INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE;

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

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

8 **17-103.**

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

12 **17-104.**

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

17           (B) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS  
18 SUBSECTION, THE PRINCIPAL SHALL ACKNOWLEDGE THE SIGNATURE OF THE  
19 PRINCIPAL BEFORE A NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY  
20 LAW TO TAKE ACKNOWLEDGMENTS.

21           (2) THE SIGNATURE OF THE PRINCIPAL ON AN OTHERWISE VALID  
22 POWER OF ATTORNEY NEED NOT BE ACKNOWLEDGED BEFORE A NOTARY  
23 PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY LAW TO TAKE  
24 ACKNOWLEDGMENTS IF THE POWER OF ATTORNEY WAS PREPARED BY:

25                   (I) A LAWYER;

26                   (II) A FINANCIAL INSTITUTION; OR

27                   (III) AN AGENT, A BROKER-DEALER, OR A FEDERAL  
28 COVERED ADVISOR, AS DEFINED IN § 11-101 OF THE CORPORATIONS AND  
29 ASSOCIATIONS ARTICLE.

30 **17-105.**



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

4 (B) A POWER OF ATTORNEY EXECUTED IN THIS STATE BEFORE  
5 OCTOBER 1, 2009, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY  
6 COMPLIED WITH THE LAW OF THIS STATE AS THE LAW EXISTED AT THE TIME OF  
7 EXECUTION.

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

11 (1) THE LAW OF THE JURISDICTION THAT DETERMINES THE  
12 MEANING AND EFFECT OF THE POWER OF ATTORNEY IN ACCORDANCE WITH §  
13 17-106 OF THIS SUBTITLE; OR

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

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

20 (2) A CLERK OF COURT MAY REFUSE TO RECORD A PHOTOCOPY  
21 OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL POWER OF  
22 ATTORNEY.

23 17-106.

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

28 17-107.

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

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

4           (A) IN A POWER OF ATTORNEY, A PRINCIPAL MAY NOMINATE A  
5 GUARDIAN OF THE PRINCIPAL'S ESTATE IN ACCORDANCE WITH THE PROVISIONS  
6 OF § 13-207 OF THIS ARTICLE.

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

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

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

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

15 **17-108.**

16           A PERSON IS NOT ELIGIBLE TO SERVE AS AN AGENT UNDER A POWER OF  
17 ATTORNEY IF THE PERSON IS:

18           (1) UNDER THE AGE OF 18 YEARS;

19           (2) MENTALLY INCOMPETENT;

20           (3) CONVICTED OF A SERIOUS CRIME; OR

21           (4) NOT A CITIZEN OF THE UNITED STATES UNLESS THE PERSON  
22 IS A PERMANENT RESIDENT OF THE UNITED STATES AND IS:

23           (I) THE SPOUSE OF THE PRINCIPAL;

24           (II) AN ANCESTOR OF THE PRINCIPAL;

25           (III) A DESCENDANT OF THE PRINCIPAL; OR

26           (IV) A SIBLING OF THE PRINCIPAL.

27 **17-109.**

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

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

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

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

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

24 (D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF  
25 ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS  
26 THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN ACCORDANCE WITH THE  
27 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, §§ 1171  
28 THROUGH 1179 OF THE SOCIAL SECURITY ACT, 42 U.S.C. § 1320D, AND  
29 APPLICABLE REGULATIONS, TO OBTAIN ACCESS TO THE PRINCIPAL'S  
30 HEALTH CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S  
31 HEALTH CARE PROVIDER.

32 17-110.

33 (A) A POWER OF ATTORNEY TERMINATES WHEN:

34 (1) THE PRINCIPAL DIES;

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

1           (3)    **THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;**

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

3           (5)    **THE PURPOSE OF THE POWER OF ATTORNEY IS**  
4 **ACCOMPLISHED FULLY ACCOMPLISHED, IF THE POWER OF ATTORNEY**  
5 **EXPRESSLY STATES THAT IT IS GIVEN FOR A SPECIFIC PURPOSE; OR**

6           (6)    **THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE**  
7 **AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF**  
8 **ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE**  
9 **POWER OF ATTORNEY.**

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

11           (1)    **THE PRINCIPAL REVOKES THE AUTHORITY;**

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

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

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

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

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

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

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

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

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

9 **17-111.**

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

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

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

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

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

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

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

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

32           **(D) (1) AN AGENT THAT HAS ACTUAL KNOWLEDGE OF A BREACH OR**  
33 **IMMINENT BREACH OF FIDUCIARY DUTY BY ANOTHER AGENT SHALL NOTIFY**

1 THE PRINCIPAL AND, IF THE PRINCIPAL IS INCAPACITATED, TAKE ANY ACTION  
2 REASONABLY APPROPRIATE IN THE CIRCUMSTANCES TO SAFEGUARD THE  
3 PRINCIPAL'S BEST INTEREST.

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

8 17-112.

9 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN AGENT  
10 IS ENTITLED TO REIMBURSEMENT OF EXPENSES REASONABLY INCURRED ON  
11 BEHALF OF THE PRINCIPAL ~~AND TO COMPENSATION THAT IS REASONABLE~~  
12 ~~UNDER THE CIRCUMSTANCES, BUT IS NOT ENTITLED TO COMPENSATION.~~

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

17 17-113.

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

22 17-114.

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

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

28 (2) ACT IN GOOD FAITH; AND

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

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

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

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

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

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

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

13           (6)   **ATTEMPT TO PRESERVE THE PRINCIPAL’S ESTATE PLAN, TO**  
14 **THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS**  
15 **CONSISTENT WITH THE PRINCIPAL’S BEST INTERESTS BASED ON ALL RELEVANT**  
16 **FACTORS, INCLUDING:**

17                   (I)   **THE VALUE AND NATURE OF THE PRINCIPAL’S**  
18 **PROPERTY;**

19                   (II)   **THE PRINCIPAL’S FORESEEABLE OBLIGATIONS AND**  
20 **NEED FOR MAINTENANCE;**

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

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

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

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

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

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

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

15           **(H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF**  
16 **ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS,**  
17 **DISBURSEMENTS, OR TRANSACTIONS CONDUCTED ON BEHALF OF THE**  
18 **PRINCIPAL UNLESS ORDERED BY A COURT OR REQUESTED BY THE PRINCIPAL, A**  
19 **GUARDIAN, A CONSERVATOR, ANOTHER FIDUCIARY ACTING FOR THE**  
20 **PRINCIPAL, A GOVERNMENTAL AGENCY HAVING AUTHORITY TO PROTECT THE**  
21 **WELFARE OF THE PRINCIPAL, OR, ON THE DEATH OF THE PRINCIPAL, BY THE**  
22 **PERSONAL REPRESENTATIVE OR SUCCESSOR IN INTEREST OF THE PRINCIPAL'S**  
23 **ESTATE.**

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

29 **17-115.**

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

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



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

3 **17-116.**

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

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

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

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

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

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

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

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

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

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

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

28 **17-117.**

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

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

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

6 **17-118.**

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

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

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

14                   (I) THE PRINCIPAL'S CAREGIVER;

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

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

19 **17-119.**

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

23           (B) A PERSON THAT IN GOOD FAITH ACCEPTS AN ACKNOWLEDGED  
24 POWER OF ATTORNEY WITHOUT ACTUAL KNOWLEDGE THAT THE SIGNATURE IS  
25 NOT GENUINE MAY RELY ON THE PRESUMPTIONS SET FORTH IN § 17-104(B) OF  
26 THIS SUBTITLE, AND IS NOT LIABLE FOR A CLAIM BASED ON THE FACT THAT THE  
27 SIGNATURE IS NOT GENUINE.

28           ~~(B)~~ (C) A PERSON THAT IN GOOD FAITH ACCEPTS AN ACKNOWLEDGED  
29 POWER OF ATTORNEY WITHOUT ACTUAL KNOWLEDGE THAT THE POWER OF  
30 ATTORNEY IS VOID, INVALID, OR TERMINATED, THAT THE PURPORTED AGENT'S  
31 AUTHORITY IS VOID, INVALID, OR TERMINATED, OR THAT THE AGENT IS

1 EXCEEDING OR IMPROPERLY EXERCISING THE AGENT'S AUTHORITY MAY RELY  
2 ON THE POWER OF ATTORNEY WITHOUT LIABILITY AS IF:

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

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

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

9 ~~(C)~~ (D) A PERSON THAT IS ASKED TO ACCEPT AN ACKNOWLEDGED  
10 POWER OF ATTORNEY MAY REQUEST, AND RELY ON, WITHOUT FURTHER  
11 INVESTIGATION AND WITHOUT ANY LIABILITY FOR THE RELIANCE:

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

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

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

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

26 17-120.

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

29 (2) "ACKNOWLEDGED" HAS THE MEANING STATED IN § 17-119 OF  
30 THIS SUBTITLE.

31 (3) "STATUTORY FORM POWER OF ATTORNEY" MEANS A POWER  
32 OF ATTORNEY SUBSTANTIALLY IN THE FORM PROVIDED IN § 17-301 OF THIS

1 TITLE OR THAT MEETS THE REQUIREMENTS FOR A MILITARY POWER OF  
2 ATTORNEY IN ACCORDANCE WITH 10 U.S.C. § 1044B.

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

4 (1) A PERSON SHALL EITHER ACCEPT AN ACKNOWLEDGED  
5 STATUTORY FORM POWER OF ATTORNEY OR REQUEST A CERTIFICATION, A  
6 TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-119~~(C)~~(D) OF THIS  
7 SUBTITLE NO LATER THAN 7 BUSINESS DAYS AFTER PRESENTATION OF THE  
8 POWER OF ATTORNEY FOR ACCEPTANCE;

9 (2) IF A PERSON REQUESTS A CERTIFICATION, A TRANSLATION,  
10 OR AN OPINION OF COUNSEL UNDER § 17-119~~(C)~~(D) OF THIS SUBTITLE, THE  
11 PERSON SHALL ACCEPT THE STATUTORY FORM POWER OF ATTORNEY NO LATER  
12 THAN 5 BUSINESS DAYS AFTER RECEIPT OF THE CERTIFICATION, TRANSLATION,  
13 OR OPINION OF COUNSEL; AND

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

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

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

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

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

27 (4) A REQUEST FOR A CERTIFICATION, A TRANSLATION, OR AN  
28 OPINION OF COUNSEL UNDER § 17-119~~(C)~~(D) OF THIS SUBTITLE IS REFUSED;

29 (5) THE PERSON IN GOOD FAITH BELIEVES THAT THE POWER OF  
30 ATTORNEY IS NOT VALID OR THAT THE AGENT DOES NOT HAVE AUTHORITY TO  
31 PERFORM THE ACT REQUESTED, WHETHER OR NOT A CERTIFICATION, A  
32 TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-119~~(C)~~(D) OF THIS  
33 SUBTITLE HAS BEEN REQUESTED OR PROVIDED; OR



1                   **(II) IF AN EXISTING INTER VIVOS TRUST EXPRESSLY**  
2 **AUTHORIZES THE ACTION BY AN AGENT, AMEND, REVOKE, OR TERMINATE THE**  
3 **EXISTING INTER VIVOS TRUST;**

4                   **(2) MAKE A GIFT;**

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

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

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

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

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

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

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

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

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

31                   **(F) AUTHORITY GRANTED IN A POWER OF ATTORNEY IS EXERCISABLE**  
32 **WITH RESPECT TO PROPERTY THAT THE PRINCIPAL HAS WHEN THE POWER OF**  
33 **ATTORNEY IS EXECUTED OR ACQUIRES LATER, WHETHER OR NOT THE**

1 PROPERTY IS LOCATED IN THE STATE AND WHETHER OR NOT THE AUTHORITY  
2 IS EXERCISED OR THE POWER OF ATTORNEY IS EXECUTED IN THE STATE.

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

7 **17-202.**

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

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

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

20 **17-203.**

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

27 (1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR  
28 OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL  
29 IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,  
30 DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES  
31 INTENDED;

32 (2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE  
33 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,  
34 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE  
35 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE  
36 PRINCIPAL;

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

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

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

14           **(6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,**  
15 **ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR**  
16 **OTHER ADVISOR;**

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

20           **(8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A**  
21 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**  
22 **INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;**

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

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

28 **17-204.**

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

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



1           (2)   **SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**  
2 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**  
3 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**  
4 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**  
5 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**  
6 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**  
7 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**  
8 **OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A**  
9 **RIGHT INCIDENT TO REAL PROPERTY;**

10           (3)   **PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR**  
11 **RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,**  
12 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A**  
13 **DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE;**

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

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

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

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

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

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

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

34           (7)   **PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL**  
35 **PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO**

1 REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND  
2 BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,  
3 INCLUDING:

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

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

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

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

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

15 17-205.

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

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

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

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

32 (4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR  
33 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE

1 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN  
2 INTEREST IN TANGIBLE PERSONAL PROPERTY;

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

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

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

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

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

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

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

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

20 17-206.

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

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

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

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

29 (4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF  
30 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, MONEY 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 AND 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 A 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 AN OPTION THAT THE  
31 PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE;

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

33           (4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
34 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A

1 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A  
2 PARTY BECAUSE OF AN OWNERSHIP INTEREST;

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

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

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

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

16 (II) DETERMINE:

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **17-210.**

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

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

31           (2) PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF  
32 INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S  
33 SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE  
34 OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT;

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

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

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

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

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

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

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

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

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

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

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

30 **17-211.**

31          (A)    **IN THIS SECTION, “ESTATES, TRUSTS, AND OTHER BENEFICIAL**  
32 **INTERESTS” MEANS A TRUST, PROBATE ESTATE, GUARDIANSHIP,**  
33 **CONSERVATORSHIP, ESCROW, OR CUSTODIANSHIP OR A FUND FROM WHICH THE**



1 PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR  
2 PAYMENT.

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

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

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

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

16 (4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
17 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
18 COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,  
19 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER  
20 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL;

21 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
22 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
23 COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR  
24 SURCHARGE A FIDUCIARY;

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

27 (7) TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL  
28 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR  
29 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY  
30 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS  
31 SETTLOR; AND

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

35 17-212.

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

4           **(1) ASSERT AND MAINTAIN BEFORE A COURT OR**  
5 **ADMINISTRATIVE AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION,**  
6 **COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION**  
7 **TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES**  
8 **SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK**  
9 **AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF;**

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

12           **(3) SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,**  
13 **OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN**  
14 **AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR**  
15 **DECREE;**

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

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

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

32           **(7) ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR**  
33 **INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE**  
34 **PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A**  
35 **REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF**

1 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN  
2 PROPERTY OR OTHER THING OF VALUE;

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

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

8 **17-213.**

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

13 (1) PERFORM THE ACTS NECESSARY TO MAINTAIN THE  
14 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S  
15 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THE  
16 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

17 (I) THE PRINCIPAL'S CHILDREN;

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

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

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

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

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

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

31 (4) PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND  
32 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE

1 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND  
2 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED IN ITEM (1)  
3 OF THIS SUBSECTION;

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

7 (6) ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN  
8 ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND  
9 ACCOUNTABILITY ACT, §§ 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT,  
10 42 U.S.C. § 1320D, AND APPLICABLE REGULATIONS IN MAKING DECISIONS  
11 RELATED TO THE PAST, PRESENT, OR FUTURE PAYMENT FOR THE PROVISION OF  
12 HEALTH CARE CONSENTED TO BY THE PRINCIPAL OR ANYONE AUTHORIZED  
13 UNDER THE LAW OF THIS STATE TO CONSENT TO HEALTH CARE ON BEHALF OF  
14 THE PRINCIPAL;

15 (7) CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR  
16 AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING  
17 REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF  
18 TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS  
19 SUBSECTION;

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

23 (9) CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR  
24 AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,  
25 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE  
26 ORGANIZATIONS.

27 (B) AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY  
28 MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT  
29 AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS  
30 SUBTITLE.

31 17-214.

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

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

5           **(1) EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR**  
6 **ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A**  
7 **FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE**  
8 **PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR**  
9 **TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN § 17-213(A)(1) OF THIS**  
10 **SUBTITLE, AND FOR SHIPMENT OF THE HOUSEHOLD EFFECTS OF THOSE**  
11 **INDIVIDUALS;**

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

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

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

23           **(5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**  
24 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**  
25 **COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR**  
26 **ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE**  
27 **OR REGULATION; AND**

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

31 **17-215.**

32           **(A) IN THIS SECTION, "RETIREMENT PLAN" MEANS A PLAN OR ACCOUNT**  
33 **CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO**  
34 **PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE**  
35 **PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR**

1 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE  
2 CODE:

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

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

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

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

11 (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER  
12 RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION  
13 401(A), 26 U.S.C. § 401(A);

14 (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),  
15 26 U.S.C. § 457(B); AND

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

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

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

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

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

27 (4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;

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

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

1 **17-216.**

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

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

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

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

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

24 **17-217.**

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

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

32 **(1) MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A**  
33 **GIFT OF PART OR ALL OF THE PRINCIPAL’S PROPERTY, INCLUDING BY THE**  
34 **EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT**  
35 **HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE**

1 ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER  
2 INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT  
3 REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE  
4 GIFT, OR IF THE PRINCIPAL'S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT  
5 PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN  
6 AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL  
7 GIFT TAX EXCLUSION LIMIT; AND

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

12 (C) AN AGENT MAY MAKE A GIFT OF THE PRINCIPAL'S PROPERTY ONLY  
13 AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S  
14 OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE  
15 AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST  
16 BASED ON ALL RELEVANT FACTORS, INCLUDING:

17 (1) THE VALUE AND NATURE OF THE PRINCIPAL'S PROPERTY;

18 (2) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND NEED  
19 FOR MAINTENANCE;

20 (3) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,  
21 INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES;

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

24 (5) THE PRINCIPAL'S PERSONAL HISTORY OF MAKING OR  
25 JOINING IN MAKING GIFTS.

### 26 SUBTITLE 3. STATUTORY FORMS.

#### 27 17-301.

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

### 31 "MARYLAND 32 STATUTORY FORM POWER OF ATTORNEY

### 33 IMPORTANT INFORMATION



1 THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO  
2 MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL).  
3 YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO  
4 YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE  
5 TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED  
6 ON THIS FORM IS EXPLAINED IN THE MARYLAND UNIFORM POWER OF  
7 ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE.

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

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

14 ~~YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE~~  
15 ~~OTHERWISE IN THE SPECIAL INSTRUCTIONS.~~

16 YOUR AGENT IS NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE  
17 OTHERWISE IN THIS POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT  
18 IS TO RECEIVE COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE  
19 COMPENSATION OR COMPENSATION AS SPECIFIED IN THE SPECIAL  
20 INSTRUCTIONS.

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

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

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

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

33 **DESIGNATION OF AGENT**

34 I, \_\_\_\_\_, NAME THE

1 (NAME OF PRINCIPAL)

2 FOLLOWING PERSON AS MY AGENT:

3 NAME OF

4 AGENT: \_\_\_\_\_

5 AGENT'S

6 ADDRESS: \_\_\_\_\_

7 AGENT'S TELEPHONE

8 NUMBER: \_\_\_\_\_

9 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

12 NAME OF SUCCESSOR AGENT: \_\_\_\_\_

13 SUCCESSOR AGENT'S ADDRESS: \_\_\_\_\_

14 SUCCESSOR AGENT'S TELEPHONE

15 NUMBER: \_\_\_\_\_

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

18 NAME OF SECOND SUCCESSOR

19 AGENT: \_\_\_\_\_

20 SECOND SUCCESSOR AGENT'S

21 ADDRESS: \_\_\_\_\_

22 SECOND SUCCESSOR AGENT'S TELEPHONE

23 NUMBER: \_\_\_\_\_

24 GRANT OF GENERAL AUTHORITY

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

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

33 ( ) REAL PROPERTY



1 ( ) MY AGENT IS TO SERVE WITHOUT COMPENSATION

2 ( ) MY AGENT IS TO RECEIVE COMPENSATION THAT IS REASONABLE UNDER  
3 THE CIRCUMSTANCES OR COMPENSATION AS SPECIFIED IN THE SPECIAL  
4 INSTRUCTIONS

5 **LIMITATION ON AGENT’S AUTHORITY**

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

10 **SPECIAL INSTRUCTIONS (OPTIONAL)**

11 **YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:**

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19 **EFFECTIVE DATE**

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

22 **NOMINATION OF GUARDIAN (OPTIONAL)**

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

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

27 \_\_\_\_\_

28 **NOMINEE’S ADDRESS:** \_\_\_\_\_

29 **NOMINEE’S TELEPHONE NUMBER:** \_\_\_\_\_

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

31 \_\_\_\_\_

32 **NOMINEE’S ADDRESS:** \_\_\_\_\_

33 **NOMINEE’S TELEPHONE NUMBER:** \_\_\_\_\_

1 **RELIANCE ON THIS POWER OF ATTORNEY**

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

5 **SIGNATURE AND ACKNOWLEDGMENT**

6 \_\_\_\_\_  
7 **YOUR SIGNATURE** **DATE**

8 \_\_\_\_\_  
9 **YOUR NAME PRINTED**

10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 **YOUR ADDRESS**

13 \_\_\_\_\_  
14 **YOUR TELEPHONE NUMBER**

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

17 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**  
18 \_\_\_\_\_,  
19 **(DATE)**

20 **BY** \_\_\_\_\_.  
21 **(NAME OF PRINCIPAL)**

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

23 **SIGNATURE OF NOTARY**  
24 **MY COMMISSION EXPIRES:** \_\_\_\_\_

25 **THIS DOCUMENT PREPARED BY:**

26 \_\_\_\_\_  
27 \_\_\_\_\_

28 **IMPORTANT INFORMATION FOR AGENT**

29 **AGENT'S DUTIES**

1 **WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF**  
 2 **ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND**  
 3 **THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT**  
 4 **CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR**  
 5 **REVOKED. YOU MUST:**

- 6 (1) **DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO**  
 7 **WITH THE PRINCIPAL'S PROPERTY OR, IF YOU DO NOT KNOW THE**  
 8 **PRINCIPAL'S EXPECTATIONS, ACT IN THE PRINCIPAL'S BEST INTEREST;**  
 9 (2) **ACT IN GOOD FAITH;**  
 10 (3) **DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF**  
 11 **ATTORNEY; AND**  
 12 (4) **DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE**  
 13 **PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND**  
 14 **SIGNING YOUR OWN NAME AS "AGENT" IN THE FOLLOWING MANNER:**

15 \_\_\_\_\_  
 16 **(PRINCIPAL'S NAME) BY (YOUR SIGNATURE) AS AGENT**

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

- 19 (1) **ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;**  
 20 (2) **AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE**  
 21 **PRINCIPAL'S BEST INTEREST;**  
 22 (3) **ACT WITH CARE, COMPETENCE, AND DILIGENCE;**  
 23 (4) **KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS**  
 24 **MADE ON BEHALF OF THE PRINCIPAL;**  
 25 (5) **COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE**  
 26 **HEALTH CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW**  
 27 **THE PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE**  
 28 **PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST;**  
 29 **AND**  
 30 (6) **ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW THE**  
 31 **PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S**  
 32 **BEST INTEREST.**

### 33 **TERMINATION OF AGENT'S AUTHORITY**

34 **YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY**  
 35 **EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY**  
 36 **UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF**

1 ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY  
2 INCLUDE:

- 3 (1) DEATH OF THE PRINCIPAL;
- 4 (2) THE PRINCIPAL’S REVOCATION OF THE POWER OF ATTORNEY OR YOUR  
5 AUTHORITY;
- 6 (3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF  
7 ATTORNEY;
- 8 (4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED; OR
- 9 (5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH  
10 A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,  
11 UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY  
12 STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

13 **LIABILITY OF AGENT**

14 THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE  
15 MARYLAND UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES  
16 AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND UNIFORM POWER OF  
17 ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT  
18 OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES  
19 CAUSED BY YOUR VIOLATION.

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

22 **17-302.**

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

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

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

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

34 I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

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

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

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

10 (4) \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

14 (INSERT OTHER RELEVANT STATEMENTS)

15 **SIGNATURE AND ACKNOWLEDGMENT**

16 \_\_\_\_\_  
17 **AGENT'S SIGNATURE** **DATE**

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

20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 **AGENT'S ADDRESS**

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

25 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**  
26 \_\_\_\_\_,  
27 **(DATE)**

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

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

31 **SIGNATURE OF NOTARY**  
32 **MY COMMISSION EXPIRES:** \_\_\_\_\_

33 **THIS DOCUMENT PREPARED BY:**

34 \_\_\_\_\_”.



1                                   **SUBTITLE 4. MISCELLANEOUS PROVISIONS.**

2   **17-401.**

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

5   **17-402.**

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

10   **17-403.**

11           **THIS TITLE MODIFIES, LIMITS, AND SUPERSEDES THE FEDERAL**  
12 **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15**  
13 **U.S.C. § 7001 ET SEQ., BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE SECTION**  
14 **7001(C) OF THAT ACT, 15 U.S.C. § 7001(C), OR AUTHORIZE ELECTRONIC**  
15 **DELIVERY OF THE NOTICES DESCRIBED IN SECTION 7003(B) OF THAT ACT, 15**  
16 **U.S.C. § 7003(B).**

17   **17-404.**

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

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

21                   **(2) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**  
22 **CONCERNING A POWER OF ATTORNEY COMMENCED ON OR AFTER OCTOBER 1,**  
23 **2009;**

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

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

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

Approved:

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Governor.

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President of the Senate.

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Speaker of the House of Delegates.