

BY: House Judiciary Committee

AMENDMENTS TO HOUSE BILL 659

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in the sponsor line, strike the first comma and substitute “and Dumais, and Delegates”; and in the same line, strike “and Sophocleus” and substitute “Sophocleus, Barkley, Barve, Beidle, Bobo, Bronrott, Carr, G. Clagett, Conway, DeBoy, Doory, Feldman, Frick, Frush, Gaines, Gilchrist, Glenn, Gutierrez, Guzzone, Healey, Hecht, Heller, Hixson, Howard, James, Jameson, Jones, Kaiser, Kullen, Lee, Love, Malone, Manno, Mathias, McHale, Mizeur, Montgomery, Morhaim, Murphy, Nathan-Pulliam, Niemann, Olszewski, Pendergrass, Reznik, Rice, Robinson, Rudolph, Shewell, Stocksdale, Taylor, F. Turner, and Waldstreicher”.

AMENDMENT NO. 2

On page 1, in line 7, after “circumstances;” insert “authorizing a principal or an interested person to file a certain petition for injunctive relief in a certain court for certain purposes;”; in line 15, after “attorney;” insert “providing that a certain power of attorney is durable, with a certain exception; providing for the effect of certain acts performed for a certain incapacitated principal; requiring a certain attorney in fact or agent to account to a certain guardian under certain circumstances; providing that a certain guardian has the same power as the principal under certain circumstances; providing that the death, disability, or incompetence of a certain principal does not revoke or terminate a certain agency under certain circumstances; establishing that a certain affidavit executed by a certain attorney in fact is conclusive proof of a certain event; establishing that a report that a certain member of the armed forces of the United States is missing in action does not operate to revoke a certain power of attorney, with a certain exception; providing that a power of attorney executed in the State is valid and enforceable as to persons dealing with the agent; providing that a power of attorney executed outside the State is valid and enforceable as to persons dealing with the agent under certain circumstances; providing that a certain”.

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photocopy or electronically transmitted copy of an original power of attorney is as valid and binding as the original power of attorney under certain circumstances; authorizing a clerk of court to refuse to record a certain copy of a power of attorney; providing exceptions to the applicability of this Act; requiring a power of attorney to have certain characteristics; providing for when a power of attorney becomes effective; providing for the termination of a power of attorney; requiring a certain agent to act in a certain manner; providing for reimbursement of expenses and compensation for a certain agent under certain circumstances; prohibiting a person from requiring an additional or different form of a power of attorney than a certain statutory form; subjecting a certain person to a certain liability for refusal to accept a certain power of attorney; providing that this Act does not supersede certain other laws; authorizing this Act to be cited in a certain manner.”; in line 16, strike “by an agent to certify certain facts concerning a” and substitute “to create a certain statutory form”;

and in line 26, strike “17-202” and substitute “17-204”.

AMENDMENT NO. 3

On page 3, after line 23, insert:

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

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

(2) IS:

(I) MISSING;

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

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

in line 24, strike “(C)” and substitute “(D)”; in line 27, strike “(D)” and substitute “(E)”; and after line 28, insert:

“(F) “STATUTORY FORM POWER OF ATTORNEY” MEANS A POWER OF ATTORNEY THAT IS SUBSTANTIALLY IN THE SAME FORM AS ONE OF THE POWERS OF ATTORNEY SET FORTH IN SUBTITLE 2 OF THIS TITLE.”.

AMENDMENT NO. 4

On page 4, in line 7, after “(B)” insert “(1)”; and after line 11, insert:

“(2) A PRINCIPAL OR AN INTERESTED PERSON MAY FILE A PETITION UNDER TITLE 15, CHAPTER 500 OF THE MARYLAND RULES IN THE CIRCUIT COURT FOR THE COUNTY IN WHICH THE POWER OF ATTORNEY IS RECORDED TO ENJOIN AN AGENT TO COMPLY WITH THIS SECTION.”.

AMENDMENT NO. 5

On page 5, in line 8, after “FOR” insert “ANY”; in the same line, strike “THE” and substitute “A”; in line 9, strike “DESCRIBED IN § 17-201 OF THIS TITLE”; after line 18, insert:

“17-105.

(A) IN THIS SECTION, “DURABLE POWER OF ATTORNEY” MEANS A POWER OF ATTORNEY BY WHICH A PRINCIPAL DESIGNATES ANOTHER AS AN

ATTORNEY IN FACT OR AGENT AND THE AUTHORITY IS EXERCISABLE NOTWITHSTANDING THE PRINCIPAL'S SUBSEQUENT DISABILITY OR INCAPACITY.

(B) WHEN A PRINCIPAL DESIGNATES ANOTHER AS AN ATTORNEY IN FACT OR AGENT BY A POWER OF ATTORNEY IN WRITING, IT IS A DURABLE POWER OF ATTORNEY UNLESS OTHERWISE PROVIDED BY ITS TERMS.

(C) ANY ACT DONE BY THE ATTORNEY IN FACT OR AGENT IN ACCORDANCE WITH THE POWER OF ATTORNEY DURING ANY PERIOD OF DISABILITY OR INCOMPETENCE OF THE PRINCIPAL OR DURING ANY PERIOD OF UNCERTAINTY AS TO WHETHER THE PRINCIPAL IS DEAD OR ALIVE HAS THE SAME EFFECT AND INURES TO THE BENEFIT OF AND BINDS THE PRINCIPAL AS IF THE PRINCIPAL WERE ALIVE, COMPETENT, AND NOT DISABLED.

(D) (1) IF A GUARDIAN IS APPOINTED FOR THE PRINCIPAL, THE ATTORNEY IN FACT OR AGENT SHALL ACCOUNT TO THE GUARDIAN RATHER THAN THE PRINCIPAL.

(2) THE GUARDIAN HAS THE SAME POWER THE PRINCIPAL WOULD HAVE BUT FOR THE PRINCIPAL'S DISABILITY OR INCOMPETENCE TO REVOKE, SUSPEND, OR TERMINATE ALL OR ANY PART OF THE POWER OF ATTORNEY OR AGENCY.

17-106.

(A) (1) THE DEATH, DISABILITY, OR INCOMPETENCE OF A PRINCIPAL WHO HAS EXECUTED A POWER OF ATTORNEY IN WRITING DOES NOT REVOKE OR TERMINATE THE AGENCY AS TO THE ATTORNEY IN FACT, AGENT, OR OTHER PERSON WHO, WITHOUT ACTUAL KNOWLEDGE OF THE DEATH, DISABILITY, OR

INCOMPETENCE OF THE PRINCIPAL, ACTS IN GOOD FAITH UNDER THE POWER OF ATTORNEY OR AGENCY.

(2) UNLESS OTHERWISE INVALID OR UNENFORCEABLE, ANY ACTION TAKEN BY THE ATTORNEY IN FACT, AGENT, OR OTHER PERSON WHO ACTS IN GOOD FAITH UNDER THE POWER OF ATTORNEY OR AGENCY BINDS THE PRINCIPAL AND THE PRINCIPAL'S HEIRS, LEGATEES, AND PERSONAL REPRESENTATIVES.

(B) (1) IN THE ABSENCE OF FRAUD, AN AFFIDAVIT EXECUTED BY THE ATTORNEY IN FACT OR AGENT AND STATING THAT THE ATTORNEY IN FACT OR AGENT DID NOT HAVE, AT THE TIME OF DOING AN ACT IN ACCORDANCE WITH THE POWER OF ATTORNEY, ACTUAL KNOWLEDGE OF THE REVOCATION OR TERMINATION OF THE POWER OF ATTORNEY BY DEATH, DISABILITY, OR INCOMPETENCE, IS CONCLUSIVE PROOF OF THE NONREVOCATION OR NONTERMINATION OF THE POWER AT THAT TIME.

(2) IF THE EXERCISE OF THE POWER REQUIRES EXECUTION AND DELIVERY OF ANY INSTRUMENT THAT IS RECORDABLE, THE AFFIDAVIT WHEN AUTHENTICATED FOR RECORD IS LIKEWISE RECORDABLE.

(C) THIS SECTION MAY NOT BE CONSTRUED TO ALTER OR AFFECT ANY PROVISION FOR REVOCATION OR TERMINATION CONTAINED IN THE POWER OF ATTORNEY.

17-107.

IF ANY MEMBER OF THE ARMED SERVICES OF THE UNITED STATES HAS EXECUTED A POWER OF ATTORNEY, THE FACT THAT THAT PERSON HAS BEEN

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REPORTED OR LISTED, OFFICIALLY OR OTHERWISE, AS "MISSING IN ACTION", AS THAT PHRASE IS USED TO DESCRIBE A CASUALTY CATEGORY APPLICABLE TO MEMBERS OF THE ARMED SERVICES, DOES NOT OPERATE TO REVOKE THE POWER OF ATTORNEY, UNLESS THE INSTRUMENT OTHERWISE PROVIDES.

17-108.

(A) A POWER OF ATTORNEY EXECUTED IN THIS STATE IS VALID AND ENFORCEABLE AS TO PERSONS DEALING WITH THE AGENT.

(B) A POWER OF ATTORNEY EXECUTED OTHER THAN IN THIS STATE IS VALID AND ENFORCEABLE IN THIS STATE AS TO PERSONS DEALING WITH THE AGENT IF, WHEN THE POWER OF ATTORNEY WAS EXECUTED, THE EXECUTION COMPLIED WITH:

(1) THE LAW OF THE JURISDICTION THAT DETERMINES THE MEANING AND EFFECT OF THE POWER OF ATTORNEY; OR

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

(C) (1) EXCEPT AS OTHERWISE PROVIDED BY LAW OTHER THAN THIS TITLE AND SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A PHOTOCOPY OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL POWER OF ATTORNEY IS AS VALID AND BINDING AS THE ORIGINAL POWER OF ATTORNEY.

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

(D) (1) A PRINCIPAL MAY DELEGATE TO ONE OR MORE AGENTS THE AUTHORITY TO DO ANY ACT SPECIFIED IN THE STATUTORY FORMS IN SUBTITLE 2 OF THIS TITLE.

(2) THE ACTS SPECIFIED IN THE STATUTORY FORMS MAY NOT, NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, BE DEEMED TO INVALIDATE OR LIMIT THE VALIDITY OF OTHER AUTHORIZED ACTS THAT A PRINCIPAL MAY DELEGATE TO AN AGENT.

17-109.

(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, THIS TITLE APPLIES TO ALL POWERS OF ATTORNEY.

(B) THIS TITLE DOES NOT APPLY TO:

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

(2) AN ADVANCE DIRECTIVE APPOINTING A HEALTH CARE AGENT UNDER TITLE 5, SUBTITLE 6 OF THE HEALTH - GENERAL ARTICLE OR ANY OTHER POWER TO MAKE HEALTH CARE DECISIONS;

(3) A PROXY OR OTHER DELEGATION TO EXERCISE ANY RIGHT WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR MANAGEMENT RIGHTS OR BOTH, OR A DELEGATION OF AUTHORITY TO EXECUTE, BECOME A

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PARTY TO, OR AMEND A DOCUMENT OR AGREEMENT GOVERNING AN ENTITY OR ENTITY OWNERSHIP INTEREST;

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

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

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

(7) A POWER AUTHORIZING ANOTHER TO PREPARE, EXECUTE, DELIVER, SUBMIT, OR FILE, ON BEHALF OF AN ENTITY OR THE GOVERNING BODY OR MANAGEMENT OF AN ENTITY, A DOCUMENT OR INSTRUMENT WITH A GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY OR WITH A THIRD PARTY;

(8) A POWER OR OTHER DELEGATION OF AUTHORITY CONTAINED IN A DOCUMENT OR AGREEMENT GOVERNING OR BINDING ON AN ENTITY THAT AUTHORIZES A PERSON TO TAKE ACTION WITH RESPECT TO THE ENTITY; AND

(9) A POWER WITH RESPECT TO AN ENTITY CREATED IN ACCORDANCE WITH AUTHORIZATION PROVIDED BY A FEDERAL OR STATE STATUE THAT SPECIFICALLY CONTEMPLATES CREATION OF THE POWER.

17-110.

(A) A POWER OF ATTORNEY UNDER THIS TITLE SHALL BE:

(1) IN WRITING;

(2) SIGNED BY THE PRINCIPAL OR BY SOME OTHER PERSON FOR THE PRINCIPAL, IN THE PRESENCE OF THE PRINCIPAL, AND AT THE EXPRESS DIRECTION OF THE PRINCIPAL;

(3) ACKNOWLEDGED BY THE PRINCIPAL BEFORE A NOTARY PUBLIC; AND

(4) ATTESTED AND SIGNED BY TWO OR MORE ADULT WITNESSES WHO SIGN IN THE PRESENCE OF THE PRINCIPAL AND IN THE PRESENCE OF EACH OTHER.

(B) THE NOTARY PUBLIC BEFORE WHOM THE PRINCIPAL ACKNOWLEDGES THE POWER OF ATTORNEY MAY ALSO SERVE AS ONE OF THE TWO OR MORE ADULT WITNESSES.

17-111.

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

(B) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE OCCURRENCE OF A FUTURE EVENT OR CONTINGENCY, THE PRINCIPAL, IN THE POWER OF ATTORNEY, MAY AUTHORIZE ONE OR MORE PERSONS TO DETERMINE

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IN A WRITING OR OTHER RECORD THAT THE EVENT OR CONTINGENCY HAS OCCURRED.

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

(1) A PHYSICIAN OR LICENSED PSYCHOLOGIST THAT THE PRINCIPAL IS INCAPACITATED WITHIN THE MEANING OF § 17-101(C) OF THIS SUBTITLE; OR

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

(D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE TO OBTAIN ACCESS TO THE PRINCIPAL'S HEALTH-CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S HEALTH-CARE PROVIDER:

(1) THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT;

(2) SECTIONS 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT, 42 U.S.C. SECTION 1320D, AS AMENDED; AND

(3) APPLICABLE REGULATIONS.

17-112.

(A) A POWER OF ATTORNEY TERMINATES WHEN:

(1) THE PRINCIPAL DIES;

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

(3) THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;

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

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

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

(B) AN AGENT'S AUTHORITY TERMINATES WHEN:

(1) THE PRINCIPAL REVOKES THE AUTHORITY;

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

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

(4) THE POWER OF ATTORNEY TERMINATES.

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

17-113.

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

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

(2) ACT WITH CARE, COMPETENCE, AND DILIGENCE FOR THE BEST INTEREST OF THE PRINCIPAL; AND

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

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

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

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

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

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

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

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

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

(iii) THE EXTENT TO WHICH THE PRINCIPAL'S LIABILITY FOR TAXES, INCLUDING INCOME, ESTATE, INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES, CAN BE MINIMIZED; AND

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(IV) THE PRINCIPAL'S ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR ASSISTANCE UNDER A STATUTE OR REGULATION.

(C) AN AGENT THAT ACTS AS PROVIDED IN THIS SECTION IS NOT LIABLE TO ANY BENEFICIARY OF THE PRINCIPAL'S ESTATE PLAN FOR FAILURE TO PRESERVE THE PLAN.

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

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

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

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

(H) THIS SECTION MAY NOT BE CONSTRUED TO REDUCE ANY DUTY OF AN AGENT TO THE PRINCIPAL UNDER EXISTING STATE LAW.

17-114.

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

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

17-115.

THIS TITLE DOES NOT SUPERSEDE OTHER LAWS APPLICABLE TO FINANCIAL INSTITUTIONS OR OTHER ENTITIES, AND TO THE EXTENT THOSE OTHER LAWS ARE INCONSISTENT WITH THE TITLE, THE OTHER LAWS PREVAIL.

17-116.

THIS TITLE MAY BE CITED AS THE MARYLAND GENERAL AND LIMITED POWER OF ATTORNEY ACT.”.

AMENDMENT NO. 6

On page 5, in line 21, after “IN” insert “ONE OF”; in the same line, strike “FORM” and substitute “FORMS”; in line 23, strike the colon and substitute a period; and after line 23, insert:

(Over)

“17-202.

“MARYLAND
STATUTORY FORM PERSONAL FINANCIAL POWER OF ATTORNEY

IMPORTANT INFORMATION AND WARNING

YOU SHOULD BE VERY CAREFUL IN DECIDING WHETHER OR NOT TO SIGN THIS DOCUMENT. THE POWERS GRANTED BY YOU (THE PRINCIPAL) IN THIS DOCUMENT ARE BROAD AND SWEEPING. THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL). YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.

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

YOU NEED NOT GRANT ALL OF THE POWERS LISTED BELOW. IF YOU CHOOSE TO GRANT LESS THAN ALL OF THE LISTED POWERS, YOU MAY INSTEAD USE A MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY AND MARK ON THAT MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY WHICH POWERS YOU INTEND TO DELEGATE TO YOUR ATTORNEY-IN-FACT (THE AGENT) AND WHICH YOU DO NOT WANT THE AGENT TO EXERCISE.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS

YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

YOU SHOULD OBTAIN COMPETENT LEGAL ADVICE BEFORE YOU SIGN THIS POWER OF ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT THE DOCUMENT OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT.

DESIGNATION OF AGENT

I, _____.

(NAME OF PRINCIPAL)

NAME THE FOLLOWING PERSON AS MY AGENT:

NAME OF
AGENT:

AGENT'S
ADDRESS:

AGENT'S TELEPHONE
NUMBER:

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

NAME OF SUCCESSOR
AGENT:

SUCCESSOR AGENT'S
ADDRESS:

SUCCESSOR AGENT'S TELEPHONE

(Over)

NUMBER: _____

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

NAME OF SECOND SUCCESSOR AGENT: _____

SECOND SUCCESSOR AGENT'S ADDRESS: _____

SECOND SUCCESSOR AGENT'S TELEPHONE NUMBER: _____

GRANT OF GENERAL AUTHORITY

I ("THE PRINCIPAL") GRANT MY AGENT AND ANY SUCCESSOR AGENT, WITH RESPECT TO EACH SUBJECT LISTED BELOW, THE AUTHORITY TO DO ALL ACTS THAT I COULD DO TO:

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

(2) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO ACCOMPLISH A PURPOSE OF A TRANSACTION;

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

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

(5) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY, ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR OTHER ADVISOR;

(6) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A STATUTE OR REGULATION AND COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL; AND

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

MY AGENT'S AUTHORITY SHALL INCLUDE THE AUTHORITY TO ACT AS STATED BELOW WITH REGARD TO EACH OF THE FOLLOWING SUBJECTS:

SUBJECTS AND AUTHORITY

REAL PROPERTY – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY FOR AN

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EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY; PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE; RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT, ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS ASSERTED; AND MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY THE PRINCIPAL, INCLUDING: (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER LOSS; (2) OBTAINING OR REGAINING POSSESSION OF OR PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE; (3) PAYING, ASSESSING, COMPROMISING, OR CONTESTING TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN CONNECTION WITH THEM; AND (4) PURCHASING SUPPLIES, HIRING ASSISTANCE OR LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY.

STOCKS AND BONDS – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: BUY, SELL, AND EXCHANGE STOCKS AND BONDS; ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT WITH RESPECT TO STOCKS AND BONDS; PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL; RECEIVE CERTIFICATES AND OTHER EVIDENCES OF OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT TO LIMITATIONS ON THE RIGHT TO VOTE.

BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL; ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT; CONTRACT FOR SERVICES AVAILABLE FROM A FINANCIAL INSTITUTION, INCLUDING RENTING A SAFE DEPOSIT BOX OR SPACE IN A VAULT; WITHDRAW, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE PRINCIPAL DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL INSTITUTION; RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES, AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH RESPECT TO THEM; ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR ADD TO THE CONTENTS; BORROW MONEY AND PLEDGE AS SECURITY PERSONAL PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL; MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE, AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO THE PRINCIPAL OR THE PRINCIPAL’S ORDER, TRANSFER MONEY, RECEIVE THE CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS; AND APPLY FOR, RECEIVE, AND USE CREDIT CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND TRAVELER’S CHECKS FROM A FINANCIAL INSTITUTION.

INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT

(Over)

PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT; PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND SELECT THE AMOUNT, TYPE OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT; PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF INSURANCE OR ANNUITY PROCURED BY THE AGENT; APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT OF INSURANCE OR ANNUITY; SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON A CONTRACT OF INSURANCE OR ANNUITY; EXERCISE AN ELECTION; EXERCISE INVESTMENT POWERS AVAILABLE UNDER A CONTRACT OF INSURANCE OR ANNUITY; CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT OF INSURANCE OR ANNUITY; CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY DESCRIBED IN THIS SECTION; APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER A STATUTE OR REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT OF INSURANCE ON THE LIFE OF THE PRINCIPAL; COLLECT, SELL, ASSIGN, HYPOTHECATE, BORROW AGAINST, OR PLEDGE THE INTEREST OF THE PRINCIPAL IN A CONTRACT OF INSURANCE OR ANNUITY; SELECT THE FORM AND TIMING OF THE PAYMENT OF PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY; PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR ASSESSMENT.

CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: ASSERT AND MAINTAIN BEFORE A COURT OR ADMINISTRATIVE

AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION, COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF; ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN PROPERTY OR OTHER THING OF VALUE; PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR LITIGATION; AND RECEIVE MONEY OR OTHER THING OF VALUE PAID IN SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION.

BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY, MEDICARE, AND MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE PRINCIPAL; ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND, OR DISCONTINUE, ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM; PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION; INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT

(Over)

OR ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE OR REGULATION; AND RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL PURPOSE ANYTHING SO RECEIVED.

RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE CODE: (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408, 26 U.S.C. § 408; (2) A ROTH INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408(A), 26 U.S.C. § 408(A); (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q); (4) AN ANNUITY OR MUTUAL FUND CUSTODIAL ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 403(B), 26 U.S.C. § 403(B); (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION 401(A), 26 U.S.C. § 401(A); (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B), 26 U.S.C. § 457(B); AND (7) A NONQUALIFIED DEFERRED COMPENSATION PLAN UNDER INTERNAL REVENUE CODE SECTION 409(A), 26 U.S.C. § 409(A) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: SELECT THE FORM AND TIMING OF PAYMENTS UNDER A RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN; MAKE A ROLLOVER, INCLUDING A DIRECT TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN TO ANOTHER; ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL’S NAME; MAKE CONTRIBUTIONS TO A RETIREMENT PLAN; EXERCISE INVESTMENT POWERS AVAILABLE UNDER A

RETIREMENT PLAN; BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS FROM A RETIREMENT PLAN.

TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO: PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND FOREIGN INCOME, GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE CONTRIBUTIONS ACT, AND OTHER TAX RETURNS, CLAIMS FOR REFUNDS, REQUESTS FOR EXTENSION OF TIME, PETITIONS REGARDING TAX MATTERS, AND OTHER TAX-RELATED DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS, CONSENTS, INCLUDING CONSENTS AND AGREEMENTS UNDER INTERNAL REVENUE CODE SECTION 2032(A), 26 U.S.C. § 2032(A), CLOSING AGREEMENTS, AND OTHER POWERS OF ATTORNEY REQUIRED BY THE INTERNAL REVENUE SERVICE OR OTHER TAXING AUTHORITY WITH RESPECT TO A TAX YEAR ON WHICH THE STATUTE OF LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25 TAX YEARS; PAY TAXES DUE, COLLECT REFUNDS, POST BONDS, RECEIVE CONFIDENTIAL INFORMATION, AND CONTEST DEFICIENCIES DETERMINED BY THE INTERNAL REVENUE SERVICE OR OTHER TAXING AUTHORITY; EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING AUTHORITY.

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

EFFECTIVE DATE

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

TERMINATION DATE (OPTIONAL)

THIS POWER OF ATTORNEY SHALL TERMINATE ON _____, 20__.

(USE A SPECIFIC CALENDAR DATE)

NOMINATION OF GUARDIAN (OPTIONAL)

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

NAME OF NOMINEE FOR GUARDIAN OF MY PROPERTY:

() My AGENT (OR SUCCESSOR AGENT) NAMED ABOVE

OR

NOMINEE'S ADDRESS:

NOMINEE'S TELEPHONE NUMBER:

NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

() MY AGENT (OR SUCCESSOR AGENT) NAMED ABOVE

OR

NOMINEE'S ADDRESS:

NOMINEE'S TELEPHONE NUMBER:

SIGNATURE AND ACKNOWLEDGMENT

YOUR SIGNATURE

DATE

YOUR NAME PRINTED

YOUR ADDRESS

YOUR TELEPHONE NUMBER

STATE OF MARYLAND

(COUNTY) OF

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

(Over)

_____,
(DATE)

BY _____ TO BE HIS/HER ACT.
(NAME OF PRINCIPAL)

(SEAL, IF ANY)
SIGNATURE OF NOTARY
MY COMMISSION EXPIRES: _____

WITNESS ATTESTATION

THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,
PUBLISHED AND DECLARED BY

(NAME OF PRINCIPAL)

IN OUR PRESENCE TO BE HIS/HER POWER OF ATTORNEY. WE, IN HIS/HER
PRESENCE AND AT HIS/HER REQUEST, AND IN THE PRESENCE OF EACH OTHER,
HAVE ATTESTED TO THE SAME AND HAVE SIGNED OUR NAMES AS ATTESTING
WITNESSES.

WITNESS #1 SIGNATURE

WITNESS #1 NAME PRINTED

WITNESS #1 ADDRESS

WITNESS #1 TELEPHONE NUMBER

WITNESS #2 SIGNATURE

WITNESS #2 NAME PRINTED

WITNESS #2 ADDRESS

WITNESS #2 TELEPHONE NUMBER

17-203.”;

in line 25, after “**FORM**” insert “**LIMITED**”; in line 28, strike “**ALL**”; in line 29, strike “**HAVE AN ALTERNATIVE**” and substitute “**NEED NOT GIVE TO YOUR AGENT ALL THE AUTHORITIES LISTED BELOW**”; in the same line, after “**GIVE**” insert “**THE AGENT**”; strike beginning with “**A**” in line 29 down through “**AGENT**” in line 30 and substitute “**THOSE LIMITED POWERS THAT YOU SPECIFICALLY INDICATE**”; in the same line, after “**THIS**” insert “**POWER OF ATTORNEY**”; in line 31, after “**SHOULD**” insert “**VERY CAREFULLY**”; and in the same line, strike “**TO**” and substitute “**AS TO WHAT POWERS YOU**”.

AMENDMENT NO. 7

On page 6, strike beginning with “**AN**” in line 1 down through “**CAREFULLY**” in line 2; strike beginning with “**ENTITLED**” in line 14 down through “**INSTRUCTIONS**” in line 15 and substitute “**NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE OTHERWISE IN THE SPECIAL INSTRUCTIONS OF THIS POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT IS TO RECEIVE**”.

(Over)

COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION OR COMPENSATION AS SPECIFIED IN THE SPECIAL INSTRUCTIONS”.

AMENDMENT NO. 8

On page 8, in line 34, after the period insert “CROSS THROUGH EACH AUTHORITY IN ANY SUBJECT THAT YOU WANT TO EXCLUDE.”.

AMENDMENT NO. 9

On page 24, strike beginning with the first “**THE**” in line 28 down through “, **AND**” in line 30.

AMENDMENT NO. 10

On page 25, after line 26, insert:

“TERMINATION DATE (OPTIONAL)

THIS POWER OF ATTORNEY SHALL TERMINATE ON _____, 20 .
(USE A SPECIFIC CALENDAR DATE)”;

in lines 29 and 31, in each instance, strike “**ESTATE**” and substitute “PROPERTY”.

AMENDMENT NO. 11

On page 26, after line 30, insert:

“WITNESS ATTESTATION

THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,
PUBLISHED AND DECLARED BY

(NAME OF PRINCIPAL)

IN OUR PRESENCE TO BE HIS/HER POWER OF ATTORNEY. WE, IN HIS/HER PRESENCE AND AT HIS/HER REQUEST, AND IN THE PRESENCE OF EACH OTHER, HAVE ATTESTED TO THE SAME AND HAVE SIGNED OUR NAMES AS ATTESTING WITNESSES.

WITNESS #1 SIGNATURE

WITNESS #1 NAME PRINTED

WITNESS #1 ADDRESS

WITNESS #1 TELEPHONE NUMBER

WITNESS #2 SIGNATURE

WITNESS #2 NAME PRINTED

WITNESS #2 ADDRESS

WITNESS #2 TELEPHONE NUMBER”.

AMENDMENT NO. 12

On page 26, strike in their entirety lines 7 through 10, inclusive.

AMENDMENT NO. 13

(Over)

On page 27, in line 13, strike “IN GOOD FAITH” and substitute “WITH CARE, COMPETENCE, AND DILIGENCE FOR THE BEST INTEREST OF THE PRINCIPAL”; strike line 26 in its entirety; and in lines 27 and 29, strike “(4)” and “(5)”, respectively, and substitute “(3)” and “(4)”, respectively.

AMENDMENT NO. 14

On page 28, in line 1, strike “(6)” and substitute “(5)”; in lines 23 and 24, in each instance, strike “UNIFORM”; and in line 30, strike “17-202.” And substitute “17-204.”.