

HOUSE BILL 659

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CF SB 519

By: **Delegates Simmons, Dwyer, Kipke, Kramer, Schuh, and Sophocleus**

Introduced and read first time: February 4, 2010

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

2 **Maryland General and Limited 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 General and Limited Power of Attorney
5 Act; establishing that a certain agent is not required to disclose certain
6 information, with certain exceptions; requiring a certain agent to comply with a
7 certain request within a certain time period, under certain circumstances;
8 authorizing certain persons to petition a court for certain purposes; requiring a
9 court to dismiss a certain petition; prohibiting a person from requiring a certain
10 additional or different power of attorney than a certain statutory form power of
11 attorney under certain circumstances; providing that a person that refuses to
12 accept a certain power of attorney in violation of this Act is subject to a certain
13 court order and liability for certain fees and costs incurred in a certain action;
14 establishing that a document substantially in a certain form may be used to
15 create a certain statutory form power of attorney; establishing that a certain
16 optional form may be used by an agent to certify certain facts concerning a
17 power of attorney; defining certain terms; and generally relating to powers of
18 attorney.

19 BY repealing

20 Article – Estates and Trusts

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

22 Annotated Code of Maryland

23 (2001 Replacement Volume and 2009 Supplement)

24 BY adding to

25 Article – Estates and Trusts

26 Section 17–101 through 17–202 to be under the new title “Title 17. Maryland
27 General and Limited Power of Attorney Act”

28 Annotated Code of Maryland

29 (2001 Replacement Volume and 2009 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 **Article – Estates and Trusts**

4 **[Subtitle 6. Powers of Attorney.]**

5 **[13–601.**

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

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

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

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

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

23 (2) An instrument or portion of an instrument that is an advance
24 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle
25 6 of the Health – General Article.]

26 **[13–602.**

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

33 (b) In the absence of fraud, an affidavit executed by the attorney in fact or
34 agent and stating that he did not have, at the time of doing an act pursuant to the

1 power of attorney, actual knowledge of the revocation or termination of the power of
2 attorney by death, disability, or incompetence, is conclusive proof of the nonrevocation
3 or nontermination of the power at that time. If the exercise of the power requires
4 execution and delivery of any instrument which is recordable, the affidavit when
5 authenticated for record is likewise recordable.

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

8 [13-603.

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

13 TITLE 17. MARYLAND GENERAL AND LIMITED POWER OF ATTORNEY ACT.

14 SUBTITLE 1. GENERAL PROVISIONS.

15 17-101.

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

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

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

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

27 (D) “PRINCIPAL” MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO
28 AN AGENT IN A POWER OF ATTORNEY.

29 17-102.

30 (A) EXCEPT AS OTHERWISE PROVIDED IN A POWER OF ATTORNEY, AN
31 AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS, DISBURSEMENTS, OR

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

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

12 17-103.

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

16 (1) THE PRINCIPAL OR THE AGENT;

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

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

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

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

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

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

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

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

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

6 **17-104.**

7 **(A) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR DIFFERENT FORM**
8 **OF POWER OF ATTORNEY FOR AUTHORITY GRANTED IN THE STATUTORY FORM**
9 **POWER OF ATTORNEY DESCRIBED IN § 17-201 OF THIS TITLE.**

10 **(B) A PERSON THAT REFUSES IN VIOLATION OF THIS SECTION TO**
11 **ACCEPT AN ACKNOWLEDGED STATUTORY FORM POWER OF ATTORNEY IS**
12 **SUBJECT TO:**

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

15 **(2) LIABILITY FOR REASONABLE ATTORNEY’S FEES AND COSTS**
16 **INCURRED IN AN ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF**
17 **THE POWER OF ATTORNEY OR MANDATES ACCEPTANCE OF THE POWER OF**
18 **ATTORNEY.**

19 **SUBTITLE 2. STATUTORY FORMS.**

20 **17-201.**

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

24 **“MARYLAND**
25 **STATUTORY FORM POWER OF ATTORNEY**

26 **PLEASE READ CAREFULLY**

27 **THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO**
28 **MAKE ALL DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE**
29 **PRINCIPAL). YOU HAVE AN ALTERNATIVE AND MAY GIVE ONLY A LIMITED**
30 **POWER OF ATTORNEY TO YOUR AGENT. THIS GIVES YOUR AGENT THE RIGHT TO**
31 **MAKE LIMITED DECISIONS FOR YOU. YOU SHOULD WEIGH YOUR DECISION TO**

1 GIVE YOUR AGENT AN UNRESTRICTED POWER OF ATTORNEY OR A LIMITED
2 POWER OF ATTORNEY VERY CAREFULLY. YOUR AGENT WILL BE ABLE TO MAKE
3 DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR
4 MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.

5 IF YOU CHOOSE TO MAKE A GRANT OF LIMITED AUTHORITY, YOU SHOULD
6 CHECK THE BOXES THAT IDENTIFY THE SPECIFIC AUTHORIZATION YOU CHOOSE
7 TO GIVE YOUR AGENT.

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

20 IF YOUR AGENT IS UNAVAILABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER
21 OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU
22 MAY ALSO NAME A SECOND SUCCESSOR AGENT.

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

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

28 **DESIGNATION OF AGENT**

29 I, _____, NAME THE
30 (NAME OF PRINCIPAL)
31 FOLLOWING PERSON AS MY AGENT:

1 NAME OF
2 AGENT: _____

3 AGENT'S
4 ADDRESS: _____

5 AGENT'S TELEPHONE
6 NUMBER: _____

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

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

10 **NAME OF SUCCESSOR AGENT:** _____
11 **SUCCESSOR AGENT'S ADDRESS:** _____
12 **SUCCESSOR AGENT'S TELEPHONE**
13 **NUMBER:** _____

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

16 **NAME OF SECOND SUCCESSOR**
17 **AGENT:** _____

18 **SECOND SUCCESSOR AGENT'S**
19 **ADDRESS:** _____

20 **SECOND SUCCESSOR AGENT'S TELEPHONE**
21 **NUMBER:** _____

22 **GRANT OF GENERAL AUTHORITY**

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

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

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

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

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

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

19 **(6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,**
20 **ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR**
21 **OTHER ADVISOR;**

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

25 **(8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A**
26 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**
27 **INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;**

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

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

33 **(INITIAL EACH AUTHORITY IN ANY SUBJECT YOU WANT TO INCLUDE IN THE**
34 **AGENT'S GENERAL AUTHORITY. IF YOU WISH TO GRANT GENERAL AUTHORITY**

1 OVER AN ENTIRE SUBJECT, YOU MAY INITIAL "ALL OF THE ABOVE" INSTEAD OF
2 INITIALING EACH AUTHORITY.)

3 **SUBJECTS AND AUTHORITY**

4 **A. REAL PROPERTY – WITH RESPECT TO THIS CATEGORY, I**
5 **AUTHORIZE MY AGENT TO:**

6 **() DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**
7 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
8 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY**

9 **() SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**
10 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**
11 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**
12 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**
13 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**
14 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**
15 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**
16 **OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A**
17 **RIGHT INCIDENT TO REAL PROPERTY**

18 **() PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR**
19 **RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,**
20 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A**
21 **DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE**

22 **() RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR**
23 **OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,**
24 **ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS**
25 **ASSERTED**

26 **() MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR**
27 **A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY**
28 **THE PRINCIPAL, INCLUDING:**

29 **(1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER**
30 **LOSS;**

31 **(2) OBTAINING OR REGAINING POSSESSION OF OR**
32 **PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE;**

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

4 **(4) PURCHASING SUPPLIES, HIRING ASSISTANCE OR**
5 **LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY**

6 **() USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR**
7 **INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR**
8 **INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR**
9 **RIGHT**

10 **() PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL**
11 **PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO**
12 **REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND**
13 **BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,**
14 **INCLUDING:**

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

17 **(2) EXERCISING OR SELLING AN OPTION, A RIGHT OF**
18 **CONVERSION, OR A SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS**
19 **OR OTHER PROPERTY; AND**

20 **(3) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY**

21 **() CHANGE THE FORM OF TITLE OF AN INTEREST IN OR A RIGHT**
22 **INCIDENT TO REAL PROPERTY**

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

26 **() ALL OF THE ABOVE**

27 **B. TANGIBLE PERSONAL PROPERTY – WITH RESPECT TO THIS**
28 **SUBJECT, I AUTHORIZE MY AGENT TO:**

29 **() DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY**
30 **FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
31 **OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN**
32 **INTEREST IN TANGIBLE PERSONAL PROPERTY**

1 SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,
2 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,
3 CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,
4 SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN
5 INTEREST IN TANGIBLE PERSONAL PROPERTY

6 GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL
7 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY
8 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A
9 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL

10 RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
11 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE
12 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN
13 INTEREST IN TANGIBLE PERSONAL PROPERTY

14 MANAGE OR CONSERVE TANGIBLE PERSONAL PROPERTY OR
15 AN INTEREST IN TANGIBLE PERSONAL PROPERTY ON BEHALF OF THE
16 PRINCIPAL, INCLUDING:

17 (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
18 LOSS;

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

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

24 (4) MOVING THE PROPERTY FROM PLACE TO PLACE;

25 (5) STORING THE PROPERTY FOR HIRE OR ON A
26 GRATUITOUS BAILMENT; AND

27 (6) USING AND MAKING REPAIRS, ALTERATIONS, OR
28 IMPROVEMENTS TO THE PROPERTY

29 CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE
30 PERSONAL PROPERTY

31 ALL OF THE ABOVE

1 **C. STOCKS AND BONDS – WITH RESPECT TO THIS SUBJECT, I**
2 **AUTHORIZE MY AGENT TO:**

3 **BUY, SELL, AND EXCHANGE STOCKS AND BONDS**

4 **ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT**
5 **WITH RESPECT TO STOCKS AND BONDS**

6 **PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,**
7 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL**

8 **RECEIVE CERTIFICATES AND OTHER EVIDENCES OF**
9 **OWNERSHIP WITH RESPECT TO STOCKS AND BONDS**

10 **EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND**
11 **BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT**
12 **TO LIMITATIONS ON THE RIGHT TO VOTE**

13 **ALL OF THE ABOVE**

14 **D. COMMODITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY**
15 **AGENT TO:**

16 **BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE**
17 **COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR**
18 **STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE**

19 **ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION**
20 **ACCOUNTS**

21 **ALL OF THE ABOVE**

22 **E. BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO**
23 **THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

24 **CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER**
25 **BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL**

26 **ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR**
27 **OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND**
28 **LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR**
29 **OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT**

1 CONTRACT FOR SERVICES AVAILABLE FROM A FINANCIAL
2 INSTITUTION, INCLUDING RENTING A SAFE DEPOSIT BOX OR SPACE IN A VAULT

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

6 RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES,
7 AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH
8 RESPECT TO THEM

9 ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR
10 ADD TO THE CONTENTS

11 BORROW MONEY AND PLEDGE AS SECURITY PERSONAL
12 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,
13 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT
14 GUARANTEED BY THE PRINCIPAL

15 MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,
16 AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER
17 NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO
18 THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE
19 CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT
20 DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE

21 RECEIVE FOR THE PRINCIPAL AND ACT ON A SIGHT DRAFT,
22 WAREHOUSE RECEIPT, OTHER DOCUMENT OF TITLE WHETHER TANGIBLE OR
23 ELECTRONIC, OR OTHER NEGOTIABLE OR NONNEGOTIABLE INSTRUMENT

24 APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT
25 CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND
26 TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY
27 OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT

28 CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH
29 RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A
30 FINANCIAL INSTITUTION

31 ALL OF THE ABOVE

32 **F. OPERATION OF AN ENTITY OR A BUSINESS – WITH RESPECT TO**
33 **THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

1 OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN
2 OWNERSHIP INTEREST

3 PERFORM A DUTY OR DISCHARGE A LIABILITY AND EXERCISE
4 IN PERSON OR BY PROXY A RIGHT, POWER, PRIVILEGE, OR AN OPTION THAT THE
5 PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE

6 ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT

7 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
8 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
9 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A
10 PARTY BECAUSE OF AN OWNERSHIP INTEREST

11 EXERCISE IN PERSON OR BY PROXY, OR ENFORCE BY
12 LITIGATION OR OTHERWISE, A RIGHT, POWER, PRIVILEGE, OR AN OPTION THE
13 PRINCIPAL HAS OR CLAIMS TO HAVE AS THE HOLDER OF STOCKS AND BONDS

14 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
15 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
16 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A
17 PARTY CONCERNING STOCKS AND BONDS

18 WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY
19 BY THE PRINCIPAL:

20 (1) CONTINUE, MODIFY, RENEGOTIATE, EXTEND, AND
21 TERMINATE A CONTRACT MADE BY OR ON BEHALF OF THE PRINCIPAL WITH
22 RESPECT TO THE ENTITY OR BUSINESS BEFORE EXECUTION OF THIS POWER OF
23 ATTORNEY;

24 (2) DETERMINE:

25 (i) THE LOCATION OF THE OPERATION OF THE
26 ENTITY OR BUSINESS;

27 (ii) THE NATURE AND EXTENT OF THE BUSINESS OF
28 THE ENTITY OR BUSINESS;

29 (iii) THE METHODS OF MANUFACTURING, SELLING,
30 MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN
31 THE OPERATION OF THE ENTITY OR BUSINESS;

1 (IV) THE AMOUNT AND TYPES OF INSURANCE CARRIED
2 BY THE ENTITY OR BUSINESS; AND

3 (V) THE MODE OF ENGAGING, COMPENSATING, AND
4 DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER
5 ADVISORS OF THE ENTITY OR BUSINESS;

6 (3) CHANGE THE NAME OR FORM OF ORGANIZATION UNDER
7 WHICH THE ENTITY OR BUSINESS IS OPERATED AND ENTER INTO AN
8 OWNERSHIP AGREEMENT WITH OTHER PERSONS TO TAKE OVER ALL OR PART OF
9 THE OPERATION OF THE ENTITY OR BUSINESS; AND

10 (4) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY
11 THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE
12 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE
13 OPERATION OF THE ENTITY OR BUSINESS

14 () PUT ADDITIONAL CAPITAL INTO AN ENTITY OR A BUSINESS IN
15 WHICH THE PRINCIPAL HAS AN INTEREST

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

18 () SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR BUSINESS

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

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

24 () PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,
25 FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL
26 FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR
27 PENALTIES, WITH RESPECT TO AN ENTITY OR A BUSINESS, INCLUDING
28 ATTEMPTS TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR
29 AFTER THE EXECUTION OF THIS POWER OF ATTORNEY

30 () ALL OF THE ABOVE

31 G. INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I
32 AUTHORIZE MY AGENT TO:

1 CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
2 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT
3 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES
4 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR
5 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT

6 PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF
7 INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S
8 SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE
9 OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT

10 PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY,
11 EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF INSURANCE OR
12 ANNUITY PROCURED BY THE AGENT

13 APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT
14 OF INSURANCE OR ANNUITY

15 SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON
16 A CONTRACT OF INSURANCE OR ANNUITY

17 EXERCISE AN ELECTION

18 EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
19 CONTRACT OF INSURANCE OR ANNUITY

20 CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT
21 OF INSURANCE OR ANNUITY

22 CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY
23 WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY
24 DESCRIBED IN THIS SECTION

25 APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER
26 A STATUTE OR REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT
27 OF INSURANCE ON THE LIFE OF THE PRINCIPAL

28 COLLECT, SELL, ASSIGN, HYPOTHECATE, BORROW AGAINST,
29 OR PLEDGE THE INTEREST OF THE PRINCIPAL IN A CONTRACT OF INSURANCE
30 OR ANNUITY

31 SELECT THE FORM AND TIMING OF THE PAYMENT OF
32 PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY

1 PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR
2 CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR
3 ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT
4 OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE
5 CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR
6 ASSESSMENT

7 ALL OF THE ABOVE

8 **H. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**
9 **(INCLUDING TRUSTS, PROBATE ESTATES, GUARDIANSHIPS,**
10 **CONSERVATORSHIPS, ESCROWS, OR CUSTODIANSHIPS OR FUNDS FROM WHICH**
11 **THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR**
12 **PAYMENT) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

13 ACCEPT, RECEIVE, RECEIPT FOR, SELL, ASSIGN, PLEDGE, OR
14 EXCHANGE A SHARE IN OR PAYMENT FROM THE FUND DESCRIBED ABOVE

15 DEMAND OR OBTAIN MONEY OR ANOTHER THING OF VALUE
16 TO WHICH THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED BY
17 REASON OF THE FUND DESCRIBED ABOVE, BY LITIGATION OR OTHERWISE

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

20 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
21 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
22 COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,
23 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER
24 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL

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

29 CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED
30 FOR AN AUTHORIZED PURPOSE

31 TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL
32 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR
33 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY
34 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS
35 SETTLOR

1 REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A
2 REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND
3 DESCRIBED ABOVE

4 ALL OF THE ABOVE

5 I. CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I
6 AUTHORIZE MY AGENT TO:

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

13 BRING AN ACTION TO DETERMINE ADVERSE CLAIMS OR
14 INTERVENE OR OTHERWISE PARTICIPATE IN LITIGATION

15 SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,
16 OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN
17 AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR
18 DECREE

19 MAKE OR ACCEPT A TENDER, OFFER OF JUDGMENT, OR
20 ADMISSION OF FACTS, SUBMIT A CONTROVERSY ON AN AGREED STATEMENT OF
21 FACTS, CONSENT TO EXAMINATION, AND BIND THE PRINCIPAL IN LITIGATION

22 SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE,
23 AND PROPOSE OR ACCEPT A COMPROMISE

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

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

7 PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE
8 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR
9 LITIGATION

10 RECEIVE MONEY OR OTHER THING OF VALUE PAID IN
11 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION

12 ALL OF THE ABOVE

13 **J. PERSONAL AND FAMILY MAINTENANCE – WITH RESPECT TO THIS**
14 **SUBJECT, I AUTHORIZE MY AGENT TO:**

15 PERFORM THE ACTS NECESSARY TO MAINTAIN THE
16 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S
17 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THIS
18 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

19 (1) THE PRINCIPAL'S CHILDREN;

20 (2) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE
21 SUPPORTED BY THE PRINCIPAL; AND

22 (3) THE INDIVIDUALS WHOM THE PRINCIPAL HAS
23 CUSTOMARILY SUPPORTED OR INDICATED THE INTENT TO SUPPORT;

24 MAKE PERIODIC PAYMENTS OF CHILD SUPPORT AND OTHER
25 FAMILY MAINTENANCE REQUIRED BY A COURT OR GOVERNMENTAL AGENCY OR
26 AN AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY

27 PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS
28 DESCRIBED ABOVE BY:

29 (1) PURCHASE, LEASE, OR OTHER CONTRACT; OR

30 (2) PAYING THE OPERATING COSTS, INCLUDING INTEREST,
31 AMORTIZATION PAYMENTS, REPAIRS, IMPROVEMENTS, AND TAXES, FOR
32 PREMISES OWNED BY THE PRINCIPAL OR OCCUPIED BY THOSE INDIVIDUALS

1 PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND
2 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE
3 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND
4 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED ABOVE

5 PAY EXPENSES FOR NECESSARY HEALTH CARE AND
6 CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED ABOVE

7 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 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 ABOVE

19 MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE
20 CONVENIENCE OF THE INDIVIDUALS DESCRIBED ABOVE AND OPEN NEW
21 ACCOUNTS

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

26 (NOTE: AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY
27 MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT
28 AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS POWER
29 OF ATTORNEY.)

30 ALL OF THE ABOVE

31 K. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR
32 MILITARY SERVICE (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE
33 PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,
34 MEDICARE, AND MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE
35 MY AGENT TO:

1 EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR
2 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A
3 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE
4 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR
5 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN “J. PERSONAL AND
6 FAMILY MAINTENANCE” ABOVE, AND FOR SHIPMENT OF THE HOUSEHOLD
7 EFFECTS OF THOSE INDIVIDUALS

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

14 ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,
15 OR DISCONTINUE, ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM

16 PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL
17 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE
18 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION

19 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
20 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
21 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR
22 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE
23 OR REGULATION

24 RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED
25 ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL PURPOSE
26 ANYTHING SO RECEIVED

27 ALL OF THE ABOVE

28 **L. RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY**
29 **AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE**
30 **RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE**
31 **PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR**
32 **ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE**
33 **CODE:**

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

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

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

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

7 **(5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER**
8 **RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION**
9 **401(A), 26 U.S.C. § 401(A);**

10 **(6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),**
11 **26 U.S.C. § 457(B); AND**

12 **(7) A NONQUALIFIED DEFERRED COMPENSATION PLAN UNDER**
13 **INTERNAL REVENUE CODE SECTION 409A, 26 U.S.C. § 409A) – WITH RESPECT**
14 **TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

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

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

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

21 **() MAKE CONTRIBUTIONS TO A RETIREMENT PLAN**

22 **() EXERCISE INVESTMENT POWERS AVAILABLE UNDER A**
23 **RETIREMENT PLAN**

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

26 **() ALL OF THE ABOVE**

27 **M. TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT**
28 **TO:**

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

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

15 EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER
16 FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW

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

20 ALL OF THE ABOVE

21 N. GIFTS (INCLUDING GIFTS TO A TRUST, AN ACCOUNT UNDER THE
22 UNIFORM TRANSFERS TO MINORS ACT, AND A TUITION SAVINGS ACCOUNT OR
23 PREPAID TUITION PLAN AS DEFINED UNDER INTERNAL REVENUE CODE
24 SECTION 529, 26 U.S.C. § 529) – WITH RESPECT TO THIS SUBJECT, I
25 AUTHORIZE MY AGENT TO:

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

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

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

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

11 (2) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND NEED
 12 FOR MAINTENANCE;

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

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

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

19 ALL OF THE ABOVE

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

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

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

27 CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST

28 MAKE A GIFT, SUBJECT TO THE LIMITATIONS OF THE MARYLAND
 29 UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES AND
 30 TRUSTS ARTICLE, AND ANY SPECIAL INSTRUCTIONS IN THIS POWER OF
 31 ATTORNEY

32 CREATE OR CHANGE RIGHTS OF SURVIVORSHIP

33 CREATE OR CHANGE A BENEFICIARY DESIGNATION

- 1 **AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED**
- 2 **UNDER THIS POWER OF ATTORNEY**
- 3 **WAIVE THE PRINCIPAL’S RIGHT TO BE A BENEFICIARY OF A JOINT AND**
- 4 **SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A**
- 5 **RETIREMENT PLAN**
- 6 **EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO**
- 7 **DELEGATE**
- 8 **DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER**
- 9 **OF APPOINTMENT**

10 **LIMITATION ON AGENT’S AUTHORITY**

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

15 **SPECIAL INSTRUCTIONS (OPTIONAL)**

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

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 **EFFECTIVE DATE**

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

27 **NOMINATION OF GUARDIAN (OPTIONAL)**

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

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

32 _____

1 NOMINEE'S ADDRESS: _____

2 NOMINEE'S TELEPHONE NUMBER: _____

3 NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

4 _____

5 NOMINEE'S ADDRESS: _____

6 NOMINEE'S TELEPHONE NUMBER: _____

7 RELIANCE ON THIS POWER OF ATTORNEY

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

11 SIGNATURE AND ACKNOWLEDGMENT

12 _____
13 YOUR SIGNATURE DATE

14 _____
15 YOUR NAME PRINTED

16 _____
17 _____
18 YOUR ADDRESS

19 _____
20 YOUR TELEPHONE NUMBER

21 STATE OF MARYLAND
22 (COUNTY) OF _____

23 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON
24 _____,
25 (DATE)

26 BY _____.
27 (NAME OF PRINCIPAL)

28 _____ (SEAL, IF ANY)

29 SIGNATURE OF NOTARY
30 MY COMMISSION EXPIRES: _____

31 THIS DOCUMENT PREPARED BY:

1
2

3 **IMPORTANT INFORMATION FOR AGENT**

4 **AGENT'S DUTIES**

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

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

19 _____
20 **(PRINCIPAL'S NAME)** BY **(YOUR SIGNATURE)** AS AGENT

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

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

1 **(6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW**
2 **THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE**
3 **PRINCIPAL'S BEST INTEREST.**

4 **TERMINATION OF AGENT'S AUTHORITY**

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

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

21 **LIABILITY OF AGENT**

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

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

30 **17-202.**

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

33 **“AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF**
34 **ATTORNEY AND AGENT'S AUTHORITY**

1 STATE OF MARYLAND
2 (COUNTY) OF _____

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

8 I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

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

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

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

18 (4) _____
19 _____
20 _____
21 _____

22 (INSERT OTHER RELEVANT STATEMENTS)

23 **SIGNATURE AND ACKNOWLEDGMENT**

24 _____
25 **AGENT'S SIGNATURE** **DATE**

26 _____
27 **AGENT'S NAME PRINTED**

28 _____
29 _____
30 **AGENT'S ADDRESS**

31 _____
32 **AGENT'S TELEPHONE NUMBER**

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

2 _____,

3 **(DATE)**

4 **BY**_____.

5 **(NAME OF AGENT)**

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

7 **SIGNATURE OF NOTARY**

8 **MY COMMISSION EXPIRES:** _____

9 **THIS DOCUMENT PREPARED BY:**

10 _____.”.

11 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
12 October 1, 2010.