

SENATE BILL 309

N2

(0lr2173)

ENROLLED BILL

— Judicial Proceedings/Judiciary —

Introduced by ~~Senators Kelley,~~ Senators Kelley and Simonaire and Senators Astle, Conway, Currie, DeGrange, Della, Exum, Forehand, Garagiola, Haines, Harrington, Jacobs, Jones, Kasemeyer, Klausmeier, McFadden, Middleton, Muse, Peters, Pipkin, Pugh, Raskin, Robey, Rosapepe, and Stone

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 ~~Uniform Power of Attorney Act~~

3 Maryland General and Limited Power of Attorney Act (Loretta's Law)

4 ~~FOR the purpose of repealing certain provisions of law relating to durable powers of~~
5 ~~attorney; establishing the Uniform Power of Attorney Act; establishing certain~~
6 ~~exceptions to the application of this Act; establishing that a power of attorney~~
7 ~~created under this Act is durable unless the power of attorney contains a certain~~
8 ~~provision; requiring a power of attorney to be signed by the principal or a~~
9 ~~certain other individual; providing that a signature on a power of attorney is~~
10 ~~presumed to be genuine after a certain acknowledgment; providing for the~~
11 ~~validity of certain powers of attorney under certain circumstances; providing~~

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.

Italics indicate opposite chamber/conference committee amendments.



~~that a certain photocopy or electronically transmitted copy of an original power of attorney has a certain effect under certain circumstances; providing for the meaning and effect of a certain power of attorney in certain circumstances; authorizing a principal, in a power of attorney, to make a certain nomination; establishing the accountability of a certain agent under certain circumstances; establishing that, with certain exceptions, a certain court appointment does not terminate a power of attorney; establishing that a power of attorney is effective under certain circumstances; authorizing a principal in a power of attorney to authorize certain persons to make a certain determination; establishing that a certain power of attorney may become effective on a certain determination by a certain individual; establishing certain circumstances under which a certain person may act as the principal's personal representative for certain purposes; establishing certain circumstances under which a power of attorney terminates; providing that a certain agent's authority remains exercisable, notwithstanding certain circumstances; establishing that the termination of an agent's authority or a power of attorney is not effective as to certain persons under certain circumstances; establishing that certain persons are bound by certain acts; establishing that the incapacity of a certain principal in a power of attorney does not have a certain effect; establishing that the execution of a power of attorney does not revoke a previously executed power of attorney, with certain exceptions; authorizing a principal in a power of attorney to designate a certain number of coagents for certain purposes; authorizing a principal in a power of attorney to make certain designations and grant a certain authority; establishing the authority of a certain successor agent in certain circumstances; limiting the liability of a certain agent for the actions of another agent in certain circumstances; requiring a certain agent with certain knowledge to take certain actions; establishing liability of a certain agent for failure to take certain actions in certain circumstances; establishing the entitlement of a certain agent to a certain reimbursement of expenses in certain circumstances; providing for the acceptance of a certain appointment by an agent under certain circumstances; requiring a certain agent that has accepted a certain appointment to act in a certain manner; providing for the liability of a certain agent under certain circumstances; establishing that a certain agent is not required to disclose certain information, with certain exceptions; requiring a certain agent to comply with a certain request within a certain time period, under certain circumstances; authorizing a principal or an interested person to file a certain petition for injunctive relief in a certain court for certain purposes; establishing that a certain provision in a power of attorney is binding on certain persons; authorizing certain persons to petition a court for certain purposes; requiring a court to dismiss a certain petition; providing for the liability of a certain agent for a certain amount; authorizing a certain agent to resign by giving a certain notice; authorizing a certain person to request and rely on a certain certification, translation, or opinion, without further investigation and without liability under certain circumstances; establishing that a certain person is without actual knowledge of a certain fact under certain circumstances; requiring a person to either accept a certain power of attorney or request a certain certification, translation, or opinion of counsel within a certain period~~

~~after presentation of the power of attorney, except under certain circumstances; requiring a person to accept a certain power of attorney within a certain period after receiving the certification, translation, or opinion of counsel, except under certain circumstances; prohibiting a person from requiring a certain additional or different power of attorney under certain circumstances; establishing that this Act does not supersede and is controlled by certain other laws; authorizing a certain agent to perform certain acts only under certain circumstances; prohibiting an agent that is not an ancestor, spouse, or descendent of the principal from exercising a certain authority; providing that a certain power of attorney provides a certain agent with certain authority; subjecting a certain grant of authority to certain limitations of this Act; providing for a certain controlling authority under certain circumstances; establishing certain circumstances under which a certain authority is exercisable with respect to certain property; establishing that a certain act performed by a certain agent has a certain effect and inures to the benefit of and binds certain persons; establishing that a certain agent has authority described in this Act under certain circumstances; providing that a certain reference in a power of attorney incorporates a certain provision of this Act as if set out in full; authorizing a certain principal to modify a certain authority; providing that a principal, by executing a certain power of attorney, authorizes an agent to perform certain acts; establishing that certain language authorizes a certain agent to perform certain acts; establishing that certain language in a power of attorney, subject to the terms of a certain document or agreement, authorizes the agent to perform certain acts; establishing that certain language in a power of attorney authorizes the agent to perform only certain acts; establishing that a document substantially in a certain form may be used to create a certain statutory form power of attorney; establishing that a certain optional form may be used by an agent to certify certain facts concerning a power of attorney; authorizing the use of the title of this Act in certain circumstances; requiring that, in applying and construing this Act, a certain consideration be given; establishing that this Act modifies, limits, and supersedes a provision of a certain federal law, but not certain other provisions; providing for the application of this Act; defining certain terms; and generally relating to powers of attorney.~~

FOR the purpose of repealing certain provisions of law relating to durable powers of attorney; establishing the Maryland General and Limited Power of Attorney Act; establishing that a certain agent is not required to disclose certain information, with certain exceptions; requiring a certain agent to comply with a certain request within a certain time period, under certain circumstances; authorizing a principal or an interested person to file a certain petition for injunctive relief in a certain court for certain purposes; authorizing certain persons to petition a court for certain purposes; requiring a court to dismiss a certain petition; prohibiting a person from requiring a certain additional or different power of attorney than a certain statutory form power of attorney under certain circumstances; providing that a person that refuses to accept a certain power of attorney in violation of this Act is subject to a certain court order and liability for certain fees and costs incurred in a certain action;

1 establishing that a document substantially in a certain form may be used to
 2 create a certain statutory form power of attorney; providing that a certain
 3 power of attorney is durable, with a certain exception; providing for the effect of
 4 certain acts performed for a certain incapacitated principal; requiring a certain
 5 attorney in fact or agent to account to a certain guardian under certain
 6 circumstances; providing that a certain guardian has the same power as the
 7 principal under certain circumstances; providing that the death, disability, or
 8 incompetence of a certain principal does not revoke or terminate a certain
 9 agency under certain circumstances; establishing that a certain affidavit
 10 executed by a certain attorney in fact is conclusive proof of a certain event;
 11 establishing that a report that a certain member of the armed forces of the
 12 United States is missing in action does not operate to revoke a certain power of
 13 attorney, with a certain exception; providing that a power of attorney executed
 14 in the State is valid and enforceable as to persons dealing with the agent;
 15 providing that a power of attorney executed outside the State is valid and
 16 enforceable as to persons dealing with the agent under certain circumstances;
 17 providing that a certain photocopy or electronically transmitted copy of an
 18 original power of attorney is as valid and binding as the original power of
 19 attorney under certain circumstances; authorizing a clerk of court to refuse to
 20 record a certain copy of a power of attorney; providing exceptions to the
 21 applicability of this Act; requiring a power of attorney to have certain
 22 characteristics; *establishing certain requirements for the execution of certain*
 23 *powers of attorney*; providing for when a power of attorney becomes effective;
 24 providing for the termination of a power of attorney; requiring a certain agent to
 25 act in a certain manner; providing for reimbursement of expenses and
 26 compensation for a certain agent under certain circumstances; prohibiting a
 27 person from requiring an additional or different form of a power of attorney
 28 than a certain statutory form; subjecting a certain person to a certain liability
 29 for refusal to accept a certain power of attorney; providing that this Act does not
 30 supersede certain other laws; authorizing this Act to be cited in a certain
 31 manner; establishing that a certain optional form may be used to create a
 32 certain statutory form power of attorney; defining certain terms; and generally
 33 relating to powers of attorney.

34 BY repealing

35 Article – Estates and Trusts

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

37 Annotated Code of Maryland

38 (2001 Replacement Volume and 2009 Supplement)

39 BY adding to

40 Article – Estates and Trusts

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

43 Section 17–101 through 17–204 to be under the new title “Title 17. Maryland
 44 General and Limited Power of Attorney Act”

45 Annotated Code of Maryland

1 (2001 Replacement Volume and 2009 Supplement)

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

4 **Article – Estates and Trusts**

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

6 **[13–601.**

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

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

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

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

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

24 (2) An instrument or portion of an instrument that is an advance
25 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle
26 6 of the Health – General Article.]

27 **[13–602.**

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

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

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

10 [13-603.

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

15 **TITLE 17. MARYLAND GENERAL AND LIMITED POWER OF ATTORNEY ACT.**

16 **SUBTITLE 1. GENERAL PROVISIONS.**

17 **17-101.**

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

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

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

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

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

31 **(2) Is:**

32 **(i) MISSING;**

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

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

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

8 (E) “PRINCIPAL” MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO
9 AN AGENT IN A POWER OF ATTORNEY.

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

13 17-102.

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

22 (B) (1) IF A REQUEST AS DESCRIBED IN SUBSECTION (A) OF THIS
23 SECTION IS MADE, WITHIN 30 DAYS AFTER THE REQUEST IS MADE, THE AGENT
24 SHALL COMPLY WITH THE REQUEST OR PROVIDE A WRITING OR OTHER RECORD
25 SUBSTANTIATING WHY ADDITIONAL TIME IS NEEDED AND SHALL COMPLY WITH
26 THE REQUEST WITHIN AN ADDITIONAL 30 DAYS.

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

31 17-103.

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

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

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

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

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

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

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

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

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

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

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

25 **17-104.**

26 **(A) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR DIFFERENT FORM**
27 **OF POWER OF ATTORNEY FOR ANY AUTHORITY GRANTED IN A STATUTORY FORM**
28 **POWER OF ATTORNEY.**

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

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

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

7 **17-105.**

8 **(A) IN THIS SECTION, "DURABLE POWER OF ATTORNEY" MEANS A**
9 **POWER OF ATTORNEY BY WHICH A PRINCIPAL DESIGNATES ANOTHER AS AN**
10 **ATTORNEY IN FACT OR AGENT AND THE AUTHORITY IS EXERCISABLE**
11 **NOTWITHSTANDING THE PRINCIPAL'S SUBSEQUENT DISABILITY OR INCAPACITY.**

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

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

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

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

28 **17-106.**

29 **(A) (1) THE DEATH, DISABILITY, OR INCOMPETENCE OF A PRINCIPAL**
30 **WHO HAS EXECUTED A POWER OF ATTORNEY IN WRITING DOES NOT REVOKE OR**
31 **TERMINATE THE AGENCY AS TO THE ATTORNEY IN FACT, AGENT, OR OTHER**
32 **PERSON WHO, WITHOUT ACTUAL KNOWLEDGE OF THE DEATH, DISABILITY, OR**
33 **INCOMPETENCE OF THE PRINCIPAL, ACTS IN GOOD FAITH UNDER THE POWER**
34 **OF ATTORNEY OR AGENCY.**

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

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

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

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

19 **17-107.**

20 **IF ANY MEMBER OF THE ARMED SERVICES OF THE UNITED STATES HAS**
21 **EXECUTED A POWER OF ATTORNEY, THE FACT THAT THAT PERSON HAS BEEN**
22 **REPORTED OR LISTED, OFFICIALLY OR OTHERWISE, AS "MISSING IN ACTION", AS**
23 **THAT PHRASE IS USED TO DESCRIBE A CASUALTY CATEGORY APPLICABLE TO**
24 **MEMBERS OF THE ARMED SERVICES, DOES NOT OPERATE TO REVOKE THE**
25 **POWER OF ATTORNEY, UNLESS THE INSTRUMENT OTHERWISE PROVIDES.**

26 **17-108.**

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

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

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

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

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

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

10 **(D) (1) A PRINCIPAL MAY DELEGATE TO ONE OR MORE AGENTS THE**
11 **AUTHORITY TO DO ANY ACT SPECIFIED IN THE STATUTORY FORMS IN SUBTITLE**
12 **2 OF THIS TITLE.**

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

17 **17-109.**

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

20 **(B) THIS TITLE DOES NOT APPLY TO:**

21 **(1) A POWER THAT IS COUPLED WITH AN INTEREST IN THE**
22 **SUBJECT OF THE POWER, IS GIVEN AS SECURITY, OR IS GIVEN FOR**
23 **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) AN ADVANCE DIRECTIVE APPOINTING A HEALTH CARE AGENT**
28 **UNDER TITLE 5, SUBTITLE 6 OF THE HEALTH – GENERAL ARTICLE OR ANY**
29 **OTHER POWER TO MAKE HEALTH CARE DECISIONS;**

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

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

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

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

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

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

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

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

21 17-110.

22 (A) A POWER OF ATTORNEY ~~UNDER THIS TITLE~~ EXECUTED ON OR AFTER
23 OCTOBER 1, 2010, SHALL BE:

24 (1) IN WRITING;

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

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

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

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

4 17-111.

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

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

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

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

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

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

31 (1) THE HEALTH INSURANCE PORTABILITY AND
32 ACCOUNTABILITY ACT;

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

1 **(3) APPLICABLE REGULATIONS.**

2 **17-112.**

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

4 **(1) THE PRINCIPAL DIES;**

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

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

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

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

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

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

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

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

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

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

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

26 **17-113.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 17-114.

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

32 (B) IF THE PRINCIPAL INDICATES IN THE POWER OF ATTORNEY THAT
33 THE AGENT IS ENTITLED TO COMPENSATION, THE AGENT MAY RECEIVE

1 COMPENSATION BASED ON WHAT IS REASONABLE UNDER THE CIRCUMSTANCES
2 OR ON ANOTHER BASIS AS SET FORTH IN THE POWER OF ATTORNEY.

3 17-115.

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

7 17-116.

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

10 SUBTITLE 2. STATUTORY FORMS.

11 17-201.

12 A DOCUMENT SUBSTANTIALLY IN ONE OF THE FOLLOWING FORMS MAY BE
13 USED TO CREATE A STATUTORY FORM POWER OF ATTORNEY THAT HAS THE
14 MEANING AND EFFECT PRESCRIBED BY THIS TITLE.

15 17-202.

16 “MARYLAND STATUTORY FORM PERSONAL FINANCIAL
17 POWER OF ATTORNEY

18 IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

DESIGNATION OF AGENT

12 I, _____,
 13
 14 (NAME OF PRINCIPAL)

15 NAME THE FOLLOWING PERSON AS MY AGENT:

16 NAME OF
 17 AGENT: _____
 18 AGENT'S
 19 ADDRESS: _____
 20 AGENT'S TELEPHONE
 21 NUMBER: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

25 NAME OF SUCCESSOR
 26 AGENT: _____

27 SUCCESSOR AGENT'S
 28 ADDRESS: _____

29 SUCCESSOR AGENT'S TELEPHONE
 30 NUMBER: _____

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

33 NAME OF SECOND SUCCESSOR

1 AGENT: _____

2 SECOND SUCCESSOR AGENT'S
 3 ADDRESS: _____

4 SECOND SUCCESSOR AGENT'S TELEPHONE
 5 NUMBER: _____

6 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

5 **SUBJECTS AND AUTHORITY**

6 **REAL PROPERTY – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT**
7 **TO: DEMAND, BUY, SELL, CONVEY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**
8 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
9 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY;**
10 **PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR RIGHT INCIDENT**
11 **TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY, RENEW, OR**
12 **EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT**
13 **GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE; RELEASE,**
14 **ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR OTHERWISE A MORTGAGE,**
15 **DEED OF TRUST, CONDITIONAL SALE CONTRACT, ENCUMBRANCE, LIEN, OR**
16 **OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS ASSERTED; AND MANAGE**
17 **OR CONSERVE AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL**
18 **PROPERTY OWNED OR CLAIMED TO BE OWNED BY THE PRINCIPAL, INCLUDING:**
19 **(1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER LOSS; (2) OBTAINING**
20 **OR REGAINING POSSESSION OF OR PROTECTING THE INTEREST OR RIGHT BY**
21 **LITIGATION OR OTHERWISE; (3) PAYING, ASSESSING, COMPROMISING, OR**
22 **CONTESTING TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING**
23 **REFUNDS IN CONNECTION WITH THEM; AND (4) PURCHASING SUPPLIES, HIRING**
24 **ASSISTANCE OR LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL**
25 **PROPERTY.**

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

35 **BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO THIS**
36 **SUBJECT, I AUTHORIZE MY AGENT TO: CONTINUE, MODIFY, AND TERMINATE AN**
37 **ACCOUNT OR OTHER BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE**
38 **PRINCIPAL; ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER**

1 BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND LOAN
2 ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR OTHER
3 FINANCIAL INSTITUTION SELECTED BY THE AGENT; CONTRACT FOR SERVICES
4 AVAILABLE FROM A FINANCIAL INSTITUTION, INCLUDING RENTING A SAFE
5 DEPOSIT BOX OR SPACE IN A VAULT; WITHDRAW, BY CHECK, MONEY ORDER,
6 ELECTRONIC FUNDS TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE
7 PRINCIPAL DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL
8 INSTITUTION; RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES, AND
9 SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH RESPECT
10 TO THEM; ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR ADD TO
11 THE CONTENTS; 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; MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT,
15 GUARANTEE, AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND
16 OTHER NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR
17 PAYABLE TO THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY,
18 RECEIVE THE CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS; AND
19 APPLY FOR, RECEIVE, AND USE CREDIT CARDS AND DEBIT CARDS, ELECTRONIC
20 TRANSACTION AUTHORIZATIONS, AND TRAVELER'S CHECKS FROM A FINANCIAL
21 INSTITUTION.

22 INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE
23 MY AGENT TO: CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
24 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT
25 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES
26 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR
27 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT; PROCURE NEW,
28 DIFFERENT, AND ADDITIONAL CONTRACTS OF INSURANCE AND ANNUITIES FOR
29 THE PRINCIPAL AND SELECT THE AMOUNT, TYPE OF INSURANCE OR ANNUITY,
30 AND MODE OF PAYMENT; PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
31 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF
32 INSURANCE OR ANNUITY PROCURED BY THE AGENT; APPLY FOR AND RECEIVE A
33 LOAN SECURED BY A CONTRACT OF INSURANCE OR ANNUITY; SURRENDER AND
34 RECEIVE THE CASH SURRENDER VALUE ON A CONTRACT OF INSURANCE OR
35 ANNUITY; EXERCISE AN ELECTION; EXERCISE INVESTMENT POWERS AVAILABLE
36 UNDER A CONTRACT OF INSURANCE OR ANNUITY; CHANGE THE MANNER OF
37 PAYING PREMIUMS ON A CONTRACT OF INSURANCE OR ANNUITY; CHANGE OR
38 CONVERT THE TYPE OF INSURANCE OR ANNUITY WITH RESPECT TO WHICH THE
39 PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY DESCRIBED IN THIS SECTION;
40 APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER A STATUTE OR
41 REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT OF
42 INSURANCE ON THE LIFE OF THE PRINCIPAL; COLLECT, SELL, ASSIGN,

1 HYPOTHECATE, BORROW AGAINST, OR PLEDGE THE INTEREST OF THE
2 PRINCIPAL IN A CONTRACT OF INSURANCE OR ANNUITY; SELECT THE FORM AND
3 TIMING OF THE PAYMENT OF PROCEEDS FROM A CONTRACT OF INSURANCE OR
4 ANNUITY; PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR CONTEST,
5 AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR ASSESSMENT LEVIED
6 BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT OF INSURANCE OR
7 ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE CONTRACT OF INSURANCE
8 OR ANNUITY ACCRUING BY REASON OF THE TAX OR ASSESSMENT.

9 CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY
10 AGENT TO: ASSERT AND MAINTAIN BEFORE A COURT OR ADMINISTRATIVE
11 AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION, COUNTERCLAIM,
12 OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION TO RECOVER
13 PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES SUSTAINED BY THE
14 PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK AN INJUNCTION,
15 SPECIFIC PERFORMANCE, OR OTHER RELIEF; ACT FOR THE PRINCIPAL WITH
16 RESPECT TO BANKRUPTCY OR INSOLVENCY, WHETHER VOLUNTARY OR
17 INVOLUNTARY, CONCERNING THE PRINCIPAL OR SOME OTHER PERSON, OR
18 WITH RESPECT TO A REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR
19 THE APPOINTMENT OF A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST
20 OF THE PRINCIPAL IN PROPERTY OR OTHER THING OF VALUE; PAY A
21 JUDGMENT, AWARD, OR ORDER AGAINST THE PRINCIPAL OR A SETTLEMENT
22 MADE IN CONNECTION WITH A CLAIM OR LITIGATION; AND RECEIVE MONEY OR
23 OTHER THING OF VALUE PAID IN SETTLEMENT OF OR AS PROCEEDS OF A CLAIM
24 OR LITIGATION.

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

1 DESCRIBED ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL
2 PURPOSE ANYTHING SO RECEIVED.

3 RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY AN
4 EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE
5 RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE
6 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR
7 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE
8 CODE: (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE
9 CODE SECTION 408, 26 U.S.C. § 408; (2) A ROTH INDIVIDUAL RETIREMENT
10 ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408(A), 26 U.S.C. §
11 408(A); (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL
12 REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q); (4) AN ANNUITY OR
13 MUTUAL FUND CUSTODIAL ACCOUNT UNDER INTERNAL REVENUE CODE
14 SECTION 403(B), 26 U.S.C. § 403(B); (5) A PENSION, PROFIT-SHARING, STOCK
15 BONUS, OR OTHER RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE
16 CODE SECTION 401(A), 26 U.S.C. § 401(A); (6) A PLAN UNDER INTERNAL
17 REVENUE CODE SECTION 457(B), 26 U.S.C. § 457(B); AND (7) A NONQUALIFIED
18 DEFERRED COMPENSATION PLAN UNDER INTERNAL REVENUE CODE SECTION
19 409(A), 26 U.S.C. § 409(A) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY
20 AGENT TO: SELECT THE FORM AND TIMING OF PAYMENTS UNDER A
21 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN; MAKE A
22 ROLLOVER, INCLUDING A DIRECT TRUSTEE-TO-TRUSTEE ROLLOVER, OF
23 BENEFITS FROM ONE RETIREMENT PLAN TO ANOTHER; ESTABLISH A
24 RETIREMENT PLAN IN THE PRINCIPAL’S NAME; MAKE CONTRIBUTIONS TO A
25 RETIREMENT PLAN; EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
26 RETIREMENT PLAN; BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS
27 FROM A RETIREMENT PLAN.

28 TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:
29 PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND FOREIGN INCOME,
30 GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE CONTRIBUTIONS ACT, AND
31 OTHER TAX RETURNS, CLAIMS FOR REFUNDS, REQUESTS FOR EXTENSION OF
32 TIME, PETITIONS REGARDING TAX MATTERS, AND OTHER TAX-RELATED
33 DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS, CONSENTS, INCLUDING
34 CONSENTS AND AGREEMENTS UNDER INTERNAL REVENUE CODE SECTION
35 2032(A), 26 U.S.C. § 2032(A), CLOSING AGREEMENTS, AND OTHER POWERS OF
36 ATTORNEY REQUIRED BY THE INTERNAL REVENUE SERVICE OR OTHER TAXING
37 AUTHORITY WITH RESPECT TO A TAX YEAR ON WHICH THE STATUTE OF
38 LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25 TAX YEARS; PAY TAXES
39 DUE, COLLECT REFUNDS, POST BONDS, RECEIVE CONFIDENTIAL INFORMATION,
40 AND CONTEST DEFICIENCIES DETERMINED BY THE INTERNAL REVENUE
41 SERVICE OR OTHER TAXING AUTHORITY; EXERCISE ELECTIONS AVAILABLE TO

1 THE PRINCIPAL UNDER FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND
2 ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL PERIODS BEFORE THE
3 INTERNAL REVENUE SERVICE, OR OTHER TAXING AUTHORITY.

4 SPECIAL INSTRUCTIONS (OPTIONAL)

5 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING
6 LINES:

7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____

14 EFFECTIVE DATE

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

17 TERMINATION DATE (OPTIONAL)

18 THIS POWER OF ATTORNEY SHALL TERMINATE ON _____,
19 20 .

20 (USE A SPECIFIC CALENDAR DATE)

21 NOMINATION OF GUARDIAN (OPTIONAL)

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

25 NAME OF NOMINEE FOR GUARDIAN OF MY PROPERTY:

26 () MY AGENT (OR SUCCESSOR AGENT) NAMED ABOVE

27 OR

28 NOMINEE'S ADDRESS: _____

29 NOMINEE'S TELEPHONE NUMBER: _____

30 NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

31 () MY AGENT (OR SUCCESSOR AGENT) NAMED ABOVE

1 OR

2 NOMINEE'S ADDRESS: _____

3 NOMINEE'S TELEPHONE NUMBER: _____

4 **SIGNATURE AND ACKNOWLEDGMENT**

5 _____
6 YOUR SIGNATURE _____ DATE _____

7 _____
8 YOUR NAME PRINTED

9 _____

10 _____
11 YOUR ADDRESS

12 _____
13 YOUR TELEPHONE NUMBER

14 STATE OF MARYLAND
15 (COUNTY) OF _____

16 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON
17 _____,
18 (DATE)

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

21 _____ (SEAL, IF ANY)

22 SIGNATURE OF NOTARY
23 MY COMMISSION EXPIRES: _____

24 **WITNESS ATTESTATION**

25 THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,
26 PUBLISHED AND DECLARED BY
27 _____
28 (NAME OF PRINCIPAL)

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

1 _____

2 WITNESS #1 SIGNATURE

3 _____

4 WITNESS #1 NAME PRINTED

5 _____

6 _____

7 WITNESS #1 ADDRESS

8 _____

9 WITNESS #1 TELEPHONE NUMBER

10 _____

11 WITNESS #2 SIGNATURE

12 _____

13 WITNESS #2 NAME PRINTED

14 _____

15 _____

16 WITNESS #2 ADDRESS

17 _____

18 WITNESS #2 TELEPHONE NUMBER”

19 17-203.

20 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

21 PLEASE READ CAREFULLY

22 THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO
23 MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL).
24 YOU NEED NOT GIVE TO YOUR AGENT ALL THE AUTHORITIES LISTED BELOW
25 AND MAY GIVE THE AGENT ONLY THOSE LIMITED POWERS THAT YOU
26 SPECIFICALLY INDICATE. THIS POWER OF ATTORNEY GIVES YOUR AGENT THE
27 RIGHT TO MAKE LIMITED DECISIONS FOR YOU. YOU SHOULD VERY CAREFULLY
28 WEIGH YOUR DECISION AS TO WHAT POWERS YOU GIVE YOUR AGENT. YOUR
29 AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR
30 PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT
31 FOR YOURSELF.

32 IF YOU CHOOSE TO MAKE A GRANT OF LIMITED AUTHORITY, YOU SHOULD
33 CHECK THE BOXES THAT IDENTIFY THE SPECIFIC AUTHORIZATION YOU CHOOSE
34 TO GIVE YOUR AGENT.

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

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

5 YOUR AGENT IS NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE
6 OTHERWISE IN THE SPECIAL INSTRUCTIONS OF THIS POWER OF ATTORNEY. IF
7 YOU INDICATE THAT YOUR AGENT IS TO RECEIVE COMPENSATION, YOUR AGENT
8 IS ENTITLED TO REASONABLE COMPENSATION OR COMPENSATION AS
9 SPECIFIED IN THE SPECIAL INSTRUCTIONS.

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

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

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

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

22 DESIGNATION OF AGENT

23 I, _____, NAME THE
24 (NAME OF PRINCIPAL)

25 FOLLOWING PERSON AS MY AGENT:

26 NAME OF
27 AGENT: _____

28 AGENT’S
29 ADDRESS: _____

30 AGENT’S TELEPHONE
31 NUMBER: _____

32 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

3 NAME OF SUCCESSOR AGENT: _____

4 SUCCESSOR AGENT'S ADDRESS: _____

5 SUCCESSOR AGENT'S TELEPHONE

6 NUMBER: _____

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

9 NAME OF SECOND SUCCESSOR
 10 AGENT: _____

11 SECOND SUCCESSOR AGENT'S
 12 ADDRESS: _____

13 SECOND SUCCESSOR AGENT'S TELEPHONE
 14 NUMBER: _____

15 GRANT OF GENERAL AUTHORITY

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

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

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

29 (3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD
 30 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO
 31 ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A
 32 SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL

1 OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THIS
2 POWER OF ATTORNEY;

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

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

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

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

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

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

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

24 (INITIAL EACH AUTHORITY IN ANY SUBJECT YOU WANT TO INCLUDE IN THE
25 AGENT'S GENERAL AUTHORITY. CROSS THROUGH EACH AUTHORITY IN ANY
26 SUBJECT THAT YOU WANT TO EXCLUDE. IF YOU WISH TO GRANT GENERAL
27 AUTHORITY OVER AN ENTIRE SUBJECT, YOU MAY INITIAL "ALL OF THE ABOVE"
28 INSTEAD OF INITIALING EACH AUTHORITY.)

29 SUBJECTS AND AUTHORITY

30 A. REAL PROPERTY - WITH RESPECT TO THIS CATEGORY, I
31 AUTHORIZE MY AGENT TO:

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

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

13 () PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR
14 RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,
15 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A
16 DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE

17 () RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
18 OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,
19 ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS
20 ASSERTED

21 () MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR
22 A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY
23 THE PRINCIPAL, INCLUDING:

24 (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
25 LOSS;

26 (2) OBTAINING OR REGAINING POSSESSION OF OR
27 PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE;

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

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

33 () USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR
34 INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR

1 INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR
2 RIGHT

3 () PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL
4 PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO
5 REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND
6 BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,
7 INCLUDING:

8 (1) SELLING OR OTHERWISE DISPOSING OF THE STOCKS
9 AND BONDS OR OTHER PROPERTY;

10 (2) EXERCISING OR SELLING AN OPTION, A RIGHT OF
11 CONVERSION, OR A SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS
12 OR OTHER PROPERTY; AND

13 (3) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY

14 () CHANGE THE FORM OF TITLE OF AN INTEREST IN OR A RIGHT
15 INCIDENT TO REAL PROPERTY

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

19 () ALL OF THE ABOVE

20 B. TANGIBLE PERSONAL PROPERTY – WITH RESPECT TO THIS
21 SUBJECT, I AUTHORIZE MY AGENT TO:

22 () DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY
23 FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT
24 OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN
25 INTEREST IN TANGIBLE PERSONAL PROPERTY

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

31 () GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL
32 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY

1 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A
2 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL

3 () RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
4 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE
5 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN
6 INTEREST IN TANGIBLE PERSONAL PROPERTY

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

10 (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
11 LOSS;

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

14 (3) PAYING, ASSESSING, COMPROMISING, OR CONTESTING
15 TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN
16 CONNECTION WITH TAXES OR ASSESSMENTS;

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

18 (5) STORING THE PROPERTY FOR HIRE OR ON A
19 GRATUITOUS BAILMENT; AND

20 (6) USING AND MAKING REPAIRS, ALTERATIONS, OR
21 IMPROVEMENTS TO THE PROPERTY

22 () CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE
23 PERSONAL PROPERTY

24 () ALL OF THE ABOVE

25 C. STOCKS AND BONDS - WITH RESPECT TO THIS SUBJECT, I
26 AUTHORIZE MY AGENT TO:

27 () BUY, SELL, AND EXCHANGE STOCKS AND BONDS

28 () ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT
29 WITH RESPECT TO STOCKS AND BONDS

1 () PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,
2 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL

3 () RECEIVE CERTIFICATES AND OTHER EVIDENCES OF
4 OWNERSHIP WITH RESPECT TO STOCKS AND BONDS

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

8 () ALL OF THE ABOVE

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

11 () BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE
12 COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR
13 STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE

14 () ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION
15 ACCOUNTS

16 () ALL OF THE ABOVE

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

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

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

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

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

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

4 () ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR
5 ADD TO THE CONTENTS

6 () BORROW MONEY AND PLEDGE AS SECURITY PERSONAL
7 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,
8 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT
9 GUARANTEED BY THE PRINCIPAL

10 () MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,
11 AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER
12 NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO
13 THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE
14 CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT
15 DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE

16 () RECEIVE FOR THE PRINCIPAL AND ACT ON A SIGHT DRAFT,
17 WAREHOUSE RECEIPT, OTHER DOCUMENT OF TITLE WHETHER TANGIBLE OR
18 ELECTRONIC, OR OTHER NEGOTIABLE OR NONNEGOTIABLE INSTRUMENT

19 () APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT
20 CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND
21 TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY
22 OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT

23 () CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH
24 RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A
25 FINANCIAL INSTITUTION

26 () ALL OF THE ABOVE

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

29 () OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN
30 OWNERSHIP INTEREST

31 () PERFORM A DUTY OR DISCHARGE A LIABILITY AND EXERCISE
32 IN PERSON OR BY PROXY A RIGHT, POWER, PRIVILEGE, OR AN OPTION THAT THE
33 PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE

1 () ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT

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

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

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

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

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

19 (2) DETERMINE:

20 (I) THE LOCATION OF THE OPERATION OF THE
21 ENTITY OR BUSINESS;

22 (II) THE NATURE AND EXTENT OF THE BUSINESS OF
23 THE ENTITY OR BUSINESS;

24 (III) THE METHODS OF MANUFACTURING, SELLING,
25 MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN
26 THE OPERATION OF THE ENTITY OR BUSINESS;

27 (IV) THE AMOUNT AND TYPES OF INSURANCE CARRIED
28 BY THE ENTITY OR BUSINESS; AND

29 (V) THE MODE OF ENGAGING, COMPENSATING, AND
30 DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER
31 ADVISORS OF THE ENTITY OR BUSINESS;

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

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

9 **() PUT ADDITIONAL CAPITAL INTO AN ENTITY OR A BUSINESS IN**
10 **WHICH THE PRINCIPAL HAS AN INTEREST**

11 **() JOIN IN A PLAN OF REORGANIZATION, CONSOLIDATION,**
12 **CONVERSION, DOMESTICATION, OR MERGER OF THE ENTITY OR BUSINESS**

13 **() SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR BUSINESS**

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

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

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

25 **() ALL OF THE ABOVE**

26 **G. INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I**
27 **AUTHORIZE MY AGENT TO:**

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

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

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

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

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

12 () EXERCISE AN ELECTION

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

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

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

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

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

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

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

1 () ALL OF THE ABOVE

2 H. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS
3 (INCLUDING TRUSTS, PROBATE ESTATES, GUARDIANSHIPS,
4 CONSERVATORSHIPS, ESCROWS, OR CUSTODIANSHIPS OR FUNDS FROM WHICH
5 THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR
6 PAYMENT) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:

7 () ACCEPT, RECEIVE, RECEIPT FOR, SELL, ASSIGN, PLEDGE, OR
8 EXCHANGE A SHARE IN OR PAYMENT FROM THE FUND DESCRIBED ABOVE

9 () DEMAND OR OBTAIN MONEY OR ANOTHER THING OF VALUE
10 TO WHICH THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED BY
11 REASON OF THE FUND DESCRIBED ABOVE, BY LITIGATION OR OTHERWISE

12 () EXERCISE FOR THE BENEFIT OF THE PRINCIPAL A PRESENTLY
13 EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL

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

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

23 () CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED
24 FOR AN AUTHORIZED PURPOSE

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

30 () REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A
31 REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND
32 DESCRIBED ABOVE

33 () ALL OF THE ABOVE

1 **I. CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I**
2 **AUTHORIZE MY AGENT TO:**

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

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

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

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

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

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

31 **() ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR**
32 **INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE**
33 **PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A**
34 **REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF**
35 **A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN**
36 **PROPERTY OR OTHER THING OF VALUE**

1 () PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE
2 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR
3 LITIGATION

4 () RECEIVE MONEY OR OTHER THING OF VALUE PAID IN
5 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION

6 () ALL OF THE ABOVE

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

9 () PERFORM THE ACTS NECESSARY TO MAINTAIN THE
10 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL’S
11 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THIS
12 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

13 (1) THE PRINCIPAL’S CHILDREN;

14 (2) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE
15 SUPPORTED BY THE PRINCIPAL; AND

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

18 () MAKE PERIODIC PAYMENTS OF CHILD SUPPORT AND OTHER
19 FAMILY MAINTENANCE REQUIRED BY A COURT OR GOVERNMENTAL AGENCY OR
20 AN AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY

21 () PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS
22 DESCRIBED ABOVE BY:

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

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

27 () PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND
28 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE
29 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND
30 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED ABOVE

1 () PAY EXPENSES FOR NECESSARY HEALTH CARE AND
2 CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED ABOVE

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

11 () CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR
12 AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING
13 REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF
14 TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED ABOVE

15 () MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE
16 CONVENIENCE OF THE INDIVIDUALS DESCRIBED ABOVE AND OPEN NEW
17 ACCOUNTS

18 () CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR
19 AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,
20 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE
21 ORGANIZATIONS

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

26 () ALL OF THE ABOVE

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

32 () EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR
33 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A
34 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE
35 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR
36 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN “J. PERSONAL AND

1 FAMILY MAINTENANCE” ABOVE, AND FOR SHIPMENT OF THE HOUSEHOLD
2 EFFECTS OF THOSE INDIVIDUALS

3 () TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT
4 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR
5 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR
6 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF
7 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT
8 PURPOSE

9 () ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,
10 OR DISCONTINUE, ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM

11 () PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL
12 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE
13 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION

14 () INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
15 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
16 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR
17 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE
18 OR REGULATION

19 () RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED
20 ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL PURPOSE
21 ANYTHING SO RECEIVED

22 () ALL OF THE ABOVE

23 L. RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY
24 AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE
25 RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE
26 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR
27 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE
28 CODE:

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

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

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

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

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

6 (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),
7 26 U.S.C. § 457(B); AND

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

11 SELECT THE FORM AND TIMING OF PAYMENTS UNDER A
12 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN

13 MAKE A ROLLOVER, INCLUDING A DIRECT
14 TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN
15 TO ANOTHER

16 ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL'S NAME

17 MAKE CONTRIBUTIONS TO A RETIREMENT PLAN

18 EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
19 RETIREMENT PLAN

20 BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS
21 FROM A RETIREMENT PLAN

22 ALL OF THE ABOVE

23 M. TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT
24 TO:

25 PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND
26 FOREIGN INCOME, GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE
27 CONTRIBUTIONS ACT, AND OTHER TAX RETURNS, CLAIMS FOR REFUNDS,
28 REQUESTS FOR EXTENSION OF TIME, PETITIONS REGARDING TAX MATTERS, AND
29 OTHER TAX-RELATED DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS,
30 CONSENTS, INCLUDING CONSENTS AND AGREEMENTS UNDER INTERNAL
31 REVENUE CODE SECTION 2032A, 26 U.S.C. § 2032A, CLOSING AGREEMENTS,

1 AND OTHER POWERS OF ATTORNEY REQUIRED BY THE INTERNAL REVENUE
2 SERVICE OR OTHER TAXING AUTHORITY WITH RESPECT TO A TAX YEAR ON
3 WHICH THE STATUTE OF LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25
4 TAX YEARS

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

8 () EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER
9 FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW

10 () ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL
11 PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING
12 AUTHORITY

13 () ALL OF THE ABOVE

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

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

30 () CONSENT, PURSUANT TO INTERNAL REVENUE CODE
31 SECTION 2513, 26 U.S.C. § 2513, TO THE SPLITTING OF A GIFT MADE BY THE
32 PRINCIPAL’S SPOUSE IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE
33 AGGREGATE ANNUAL GIFT TAX EXCLUSIONS FOR BOTH SPOUSES

34 (NOTE: AN AGENT MAY ONLY MAKE A GIFT OF THE PRINCIPAL’S
35 PROPERTY AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S
36 OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE

1 AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S BEST INTEREST
 2 BASED ON ALL RELEVANT FACTORS, INCLUDING:

3 (1) THE VALUE AND NATURE OF THE PRINCIPAL’S PROPERTY;

4 (2) THE PRINCIPAL’S FORESEEABLE OBLIGATIONS AND NEED
 5 FOR MAINTENANCE;

6 (3) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,
 7 INHERITANCE, GENERATION–SKIPPING TRANSFER, AND GIFT TAXES;

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

10 (5) THE PRINCIPAL’S PERSONAL HISTORY OF MAKING OR
 11 JOINING IN MAKING GIFTS.)

12 () ALL OF THE ABOVE

13 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

20 () CREATE, AN INTER VIVOS TRUST, OR AMEND, REVOKE, OR TERMINATE AN
 21 EXISTING INTER VIVOS TRUST IF THE TRUST EXPRESSLY AUTHORIZES
 22 THAT ACTION BY THE AGENT

23 () MAKE A GIFT, SUBJECT TO ANY SPECIAL INSTRUCTIONS IN THIS POWER
 24 OF ATTORNEY

25 () CREATE OR CHANGE RIGHTS OF SURVIVORSHIP

26 () CREATE OR CHANGE A BENEFICIARY DESIGNATION

27 () AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED
 28 UNDER THIS POWER OF ATTORNEY

29 () WAIVE THE PRINCIPAL’S RIGHT TO BE A BENEFICIARY OF A JOINT AND
 30 SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A
 31 RETIREMENT PLAN

32 () EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO
 33 DELEGATE

1 () DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER
2 OF APPOINTMENT

3 LIMITATION ON AGENT’S AUTHORITY

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

8 SPECIAL INSTRUCTIONS (OPTIONAL)

9 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____

17 EFFECTIVE DATE

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

20 TERMINATION DATE (OPTIONAL)

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

23 NOMINATION OF GUARDIAN (OPTIONAL)

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

27 NAME OF NOMINEE FOR GUARDIAN OF MY PROPERTY:

28 _____

29 NOMINEE’S ADDRESS:

30 _____

30 NOMINEE’S TELEPHONE NUMBER:

31 NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

32 _____

1 NOMINEE'S ADDRESS:
2 NOMINEE'S TELEPHONE NUMBER:

3 **SIGNATURE AND ACKNOWLEDGMENT**

4 _____
5 **YOUR SIGNATURE** **DATE**

6 _____
7 **YOUR NAME PRINTED**

8 _____
9 _____

10 **YOUR ADDRESS**

11 _____
12 **YOUR TELEPHONE NUMBER**

13 **STATE OF MARYLAND**
14 **(COUNTY) OF** _____

15 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**
16 _____,
17 **(DATE)**

18 **BY** _____,
19 **(NAME OF PRINCIPAL)**

20 _____ **(SEAL, IF ANY)**
21 **SIGNATURE OF NOTARY**
22 **MY COMMISSION EXPIRES:** _____

23 **WITNESS ATTESTATION**

24 **THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,**
25 **PUBLISHED AND DECLARED BY** _____

26 **(NAME OF PRINCIPAL)**

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

31 _____
32 **WITNESS #1 SIGNATURE**

33 _____
34 **WITNESS #1 NAME PRINTED**

1 _____

2 _____

3 WITNESS #1 ADDRESS

4 _____

5 WITNESS #1 TELEPHONE NUMBER

6 _____

7 WITNESS #2 SIGNATURE

8 _____

9 WITNESS #2 NAME PRINTED

10 _____

11 _____

12 WITNESS #2 ADDRESS

13 _____

14 WITNESS #2 TELEPHONE NUMBER

15 THIS DOCUMENT PREPARED BY:

16 _____

17 _____

18 IMPORTANT INFORMATION FOR AGENT

19 AGENT’S DUTIES

20 WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF
21 ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND
22 THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT
23 CONTINUE UNTIL YOU RESIGN OR *THE* POWER OF ATTORNEY IS TERMINATED OR
24 REVOKED. YOU MUST:

25 (1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO
26 WITH THE PRINCIPAL’S PROPERTY OR, IF YOU DO NOT KNOW THE
27 PRINCIPAL’S EXPECTATIONS, ACT IN THE PRINCIPAL’S BEST INTEREST;

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

30 (3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF
31 ATTORNEY; AND

32 (4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE
33 PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND
34 SIGNING YOUR OWN NAME AS “AGENT” IN THE FOLLOWING MANNER:

35 _____
36 (PRINCIPAL’S NAME) BY (YOUR SIGNATURE) AS AGENT

1 UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE
2 OTHERWISE, YOU MUST ALSO:

- 3 (1) ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;
4 (2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE
5 PRINCIPAL'S BEST INTEREST;
6 (3) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND TRANSACTIONS
7 MADE ON BEHALF OF THE PRINCIPAL;
8 (4) COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE HEALTH
9 CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW THE
10 PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE
11 PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST;
12 AND
13 (5) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW
14 THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE
15 PRINCIPAL'S BEST INTEREST.

16 TERMINATION OF AGENT'S AUTHORITY

17 YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY
18 EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY
19 UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF
20 ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY
21 INCLUDE:

- 22 (1) DEATH OF THE PRINCIPAL;
23 (2) THE PRINCIPAL'S REVOCATION OF THE POWER OF ATTORNEY OR YOUR
24 AUTHORITY;
25 (3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF
26 ATTORNEY;
27 (4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED;
28 OR
29 (5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH
30 A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,
31 UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY
32 STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

33 LIABILITY OF AGENT

34 THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE
35 MARYLAND POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND
36 TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND POWER OF ATTORNEY ACT,
37 TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT OUTSIDE THE

1 AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES CAUSED BY
2 YOUR VIOLATION.

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

5 17-204.

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

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

10 STATE OF MARYLAND
11 (COUNTY) OF _____

12 I, _____ (NAME OF AGENT), CERTIFY
13 UNDER _____ PENALTY OF _____ PERJURY THAT
14 _____ (NAME OF PRINCIPAL) GRANTED
15 ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A POWER OF ATTORNEY
16 DATED _____.

17 I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

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

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

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

27 (4) _____
28 _____
29 _____
30 _____

31 (INSERT OTHER RELEVANT STATEMENTS)

32 SIGNATURE AND ACKNOWLEDGMENT

1 _____
2 AGENT'S SIGNATURE _____ DATE

3 _____
4 AGENT'S NAME PRINTED

5 _____
6 _____

7 AGENT'S ADDRESS

8 _____
9 AGENT'S TELEPHONE NUMBER

10 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

11 _____,

12 (DATE)

13 BY _____.

14 (NAME OF AGENT)

15 _____ (SEAL, IF ANY)

16 SIGNATURE OF NOTARY

17 MY COMMISSION EXPIRES: _____

18 THIS DOCUMENT PREPARED BY:

19 _____.”

20 ~~TITLE 17. UNIFORM POWER OF ATTORNEY ACT.~~

21 ~~SUBTITLE 1. GENERAL PROVISIONS.~~

22 ~~17-101.~~

23 ~~(A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS~~
24 ~~INDICATED.~~

25 ~~(B) (1) "AGENT" MEANS A PERSON GRANTED AUTHORITY TO ACT FOR~~
26 ~~A PRINCIPAL UNDER A POWER OF ATTORNEY, WHETHER DENOMINATED AN~~
27 ~~AGENT, ATTORNEY IN FACT, OR OTHERWISE.~~

28 ~~(2) "AGENT" INCLUDES AN ORIGINAL AGENT, COAGENT,~~
29 ~~SUCCESSOR AGENT, AND A PERSON TO WHICH AN AGENT'S AUTHORITY IS~~
30 ~~DELEGATED.~~

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

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

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

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

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

12 ~~(2) IS:~~

13 ~~(I) MISSING;~~

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

16 ~~(III) OUTSIDE THE UNITED STATES AND UNABLE TO~~
17 ~~RETURN.~~

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

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

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

1 ~~(2) "PRESENTLY EXERCISABLE GENERAL POWER OF~~
2 ~~APPOINTMENT" INCLUDES A POWER OF APPOINTMENT NOT EXERCISABLE UNTIL~~
3 ~~THE OCCURRENCE OF A SPECIFIED EVENT, THE SATISFACTION OF AN~~
4 ~~ASCERTAINABLE STANDARD, OR THE PASSAGE OF A SPECIFIED PERIOD ONLY~~
5 ~~AFTER THE OCCURRENCE OF THE SPECIFIED EVENT, THE SATISFACTION OF THE~~
6 ~~ASCERTAINABLE STANDARD, OR THE PASSAGE OF THE SPECIFIED PERIOD.~~

7 ~~(3) "PRESENTLY EXERCISABLE GENERAL POWER OF~~
8 ~~APPOINTMENT" DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY~~
9 ~~CAPACITY OR ONLY BY WILL.~~

10 ~~(J) "PRINCIPAL" MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO~~
11 ~~AN AGENT IN A POWER OF ATTORNEY.~~

12 ~~(K) "PROPERTY" MEANS ANYTHING THAT MAY BE THE SUBJECT OF~~
13 ~~OWNERSHIP, WHETHER REAL OR PERSONAL, LEGAL OR EQUITABLE, OR ANY~~
14 ~~INTEREST OR RIGHT THEREIN.~~

15 ~~(L) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A~~
16 ~~TANGIBLE MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM~~
17 ~~AND IS RETRIEVABLE IN PERCEIVABLE FORM.~~

18 ~~(M) "SIGN" MEANS, WITH PRESENT INTENT, TO AUTHENTICATE OR~~
19 ~~ADOPT A RECORD TO:~~

20 ~~(1) EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR~~

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

23 ~~(N) "STATE" MEANS A STATE OF THE UNITED STATES, THE DISTRICT~~
24 ~~OF COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY~~
25 ~~TERRITORY OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE~~
26 ~~UNITED STATES.~~

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

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

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

~~(1) A POWER TO THE EXTENT THE POWER IS COUPLED WITH AN INTEREST IN THE SUBJECT OF THE POWER, 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) A POWER TO MAKE HEALTH CARE DECISIONS;~~

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

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

~~17-103.~~

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

~~17-104.~~

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

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

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

3 ~~17-105.~~

4 ~~(A) A POWER OF ATTORNEY EXECUTED IN THIS STATE ON OR AFTER~~
5 ~~OCTOBER 1, 2010, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY~~
6 ~~COMPLIES WITH § 17-104 OF THIS SUBTITLE.~~

7 ~~(B) A POWER OF ATTORNEY EXECUTED IN THIS STATE BEFORE~~
8 ~~OCTOBER 1, 2010, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY~~
9 ~~COMPLIED WITH THE LAW OF THIS STATE AS THE LAW EXISTED AT THE TIME OF~~
10 ~~EXECUTION.~~

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

14 ~~(1) THE LAW OF THE JURISDICTION THAT DETERMINES THE~~
15 ~~MEANING AND EFFECT OF THE POWER OF ATTORNEY IN ACCORDANCE WITH §~~
16 ~~17-106 OF THIS SUBTITLE; OR~~

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

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

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

26 ~~17-106.~~

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

31 ~~17-107.~~

1 ~~(A) IN A POWER OF ATTORNEY, A PRINCIPAL MAY NOMINATE A~~
2 ~~GUARDIAN OF THE PRINCIPAL'S ESTATE IN ACCORDANCE WITH THE PROVISIONS~~
3 ~~OF § 13-207 OF THIS ARTICLE.~~

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

7 ~~(1) THE AGENT IS ACCOUNTABLE TO THE FIDUCIARY AS WELL AS~~
8 ~~TO THE PRINCIPAL;~~

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

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

12 ~~17-108.~~

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

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

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

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

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

4 ~~(D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF~~
5 ~~ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS~~
6 ~~THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN ACCORDANCE WITH THE~~
7 ~~HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, §§ 1171~~
8 ~~THROUGH 1179 OF THE SOCIAL SECURITY ACT, 42 U.S.C. § 1320D, AND~~
9 ~~APPLICABLE REGULATIONS, TO OBTAIN ACCESS TO THE PRINCIPAL'S~~
10 ~~HEALTH CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S~~
11 ~~HEALTH CARE PROVIDER.~~

12 ~~17-109.~~

13 ~~(A) A POWER OF ATTORNEY TERMINATES WHEN:~~

14 ~~(1) THE PRINCIPAL DIES;~~

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

17 ~~(3) THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;~~

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

19 ~~(5) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY~~
20 ~~ACCOMPLISHED, IF THE POWER OF ATTORNEY EXPRESSLY STATES THAT IT IS~~
21 ~~GIVEN FOR A SPECIFIC PURPOSE; OR~~

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

26 ~~(B) AN AGENT'S AUTHORITY TERMINATES WHEN:~~

27 ~~(1) THE PRINCIPAL REVOKES THE AUTHORITY;~~

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

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

1 ~~(4) THE POWER OF ATTORNEY TERMINATES.~~

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

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

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

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

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

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

26 ~~17-110.~~

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

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

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

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

4 ~~(3) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, A~~
5 ~~SUCCESSOR AGENT:~~

6 ~~(I) HAS THE SAME AUTHORITY AS THAT GRANTED TO THE~~
7 ~~ORIGINAL AGENT; AND~~

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

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

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

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

25 ~~17-111.~~

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

30 ~~(B) IF THE PRINCIPAL INDICATES IN THE POWER OF ATTORNEY THAT~~
31 ~~THE AGENT IS ENTITLED TO COMPENSATION, THE AGENT MAY RECEIVE~~
32 ~~COMPENSATION BASED ON WHAT IS REASONABLE UNDER THE CIRCUMSTANCES~~
33 ~~OR ON SUCH OTHER BASIS AS MAY BE SET FORTH IN THE POWER OF ATTORNEY.~~

1 ~~17-112.~~

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

6 ~~17-113.~~

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

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

12 ~~(2) ACT IN GOOD FAITH; AND~~

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

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

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

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

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

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

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

29 ~~(6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN, TO~~
30 ~~THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS~~

1 ~~CONSISTENT WITH THE PRINCIPAL'S BEST INTERESTS BASED ON ALL RELEVANT~~
2 ~~FACTORS, INCLUDING:~~

3 ~~(I) THE VALUE AND NATURE OF THE PRINCIPAL'S~~
4 ~~PROPERTY;~~

5 ~~(II) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND~~
6 ~~NEED FOR MAINTENANCE;~~

7 ~~(III) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,~~
8 ~~INHERITANCE, GENERATION SKIPPING TRANSFER, AND GIFT TAXES; AND~~

9 ~~(IV) ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR~~
10 ~~ASSISTANCE UNDER A STATUTE OR REGULATION.~~

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

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

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

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

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

33 ~~(H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF~~
34 ~~ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS,~~

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

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

~~(i) 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.~~

~~17-114.~~

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

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

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

~~17-115.~~

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

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

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

1 ~~(3) A PERSON AUTHORIZED TO MAKE HEALTH CARE DECISIONS~~
2 ~~FOR THE PRINCIPAL;~~

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

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

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

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

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

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

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

19 ~~17-116.~~

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

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

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

27 ~~17-117.~~

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

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

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

5 ~~(I) THE PRINCIPAL'S CAREGIVER;~~

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

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

10 ~~17-118.~~

11 ~~(A) A PERSON THAT IS ASKED TO ACCEPT AN ACKNOWLEDGED POWER~~
12 ~~OF ATTORNEY MAY REQUEST, AND RELY ON, WITHOUT FURTHER~~
13 ~~INVESTIGATION AND WITHOUT ANY LIABILITY FOR THE RELIANCE;~~

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

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

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

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

28 ~~17-119.~~

29 ~~(A) IN THIS SECTION, "STATUTORY FORM POWER OF ATTORNEY" MEANS~~
30 ~~A POWER OF ATTORNEY SUBSTANTIALLY IN THE FORM PROVIDED IN § 17-301~~

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

~~3 (B) (1) A POWER OF ATTORNEY IS ACKNOWLEDGED UNDER THIS
4 SECTION IF PERFORMED IN ACCORDANCE WITH § 17 104(B) OF THIS SUBTITLE.~~

~~5 (2) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION:~~

~~6 (I) A PERSON EITHER SHALL ACCEPT AN ACKNOWLEDGED
7 STATUTORY FORM POWER OF ATTORNEY OR REQUEST A CERTIFICATION, A
8 TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17 118(A) OF THIS
9 SUBTITLE NO LATER THAN 7 BUSINESS DAYS AFTER PRESENTATION OF THE
10 POWER OF ATTORNEY FOR ACCEPTANCE;~~

~~11 (II) IF A PERSON REQUESTS A CERTIFICATION, A
12 TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17 118(A) OF THIS
13 SUBTITLE, THE PERSON SHALL ACCEPT THE STATUTORY FORM POWER OF
14 ATTORNEY NO LATER THAN 5 BUSINESS DAYS AFTER RECEIPT OF THE
15 CERTIFICATION, TRANSLATION, OR OPINION OF COUNSEL; AND~~

~~16 (III) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR
17 DIFFERENT FORM OF POWER OF ATTORNEY FOR AUTHORITY GRANTED IN THE
18 STATUTORY FORM POWER OF ATTORNEY THAT WAS PRESENTED.~~

~~19 (C) A PERSON IS NOT REQUIRED TO ACCEPT AN ACKNOWLEDGED
20 STATUTORY FORM POWER OF ATTORNEY IF:~~

~~21 (1) THE PERSON IS NOT OTHERWISE REQUIRED TO ENGAGE IN A
22 TRANSACTION WITH THE PRINCIPAL UNDER THE SAME CIRCUMSTANCES;~~

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

~~26 (3) THE PERSON HAS ACTUAL KNOWLEDGE OF THE TERMINATION
27 OF THE AUTHORITY OF THE AGENT OR OF THE POWER OF ATTORNEY BEFORE
28 EXERCISE OF THE POWER OF ATTORNEY;~~

~~29 (4) A REQUEST FOR A CERTIFICATION, A TRANSLATION, OR AN
30 OPINION OF COUNSEL UNDER § 17 118(A) OF THIS SUBTITLE IS REFUSED;~~

~~31 (5) THE PERSON IN GOOD FAITH BELIEVES THAT THE POWER OF
32 ATTORNEY IS NOT VALID OR THAT THE AGENT DOES NOT HAVE AUTHORITY TO
33 PERFORM THE ACT REQUESTED, WHETHER OR NOT A CERTIFICATION, A~~

1 ~~TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(A) OF THIS~~
 2 ~~SUBTITLE HAS BEEN REQUESTED OR PROVIDED; OR~~

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

9 ~~17-120.~~

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

13 ~~SUBTITLE 2. AUTHORITY.~~

14 ~~17-201.~~

15 ~~(A) AN AGENT UNDER A POWER OF ATTORNEY MAY PERFORM THE~~
 16 ~~FOLLOWING ON BEHALF OF THE PRINCIPAL OR WITH THE PRINCIPAL'S~~
 17 ~~PROPERTY ONLY IF THE POWER OF ATTORNEY EXPRESSLY GRANTS THE AGENT~~
 18 ~~THE AUTHORITY AND EXERCISE OF THE AUTHORITY IS NOT OTHERWISE~~
 19 ~~PROHIBITED BY ANOTHER AGREEMENT OR INSTRUMENT TO WHICH THE~~
 20 ~~AUTHORITY OR PROPERTY IS SUBJECT.~~

21 ~~(1) (i) CREATE A NEW INTER VIVOS TRUST; OR~~

22 ~~(ii) IF AN EXISTING INTER VIVOS TRUST EXPRESSLY~~
 23 ~~AUTHORIZES THE ACTION BY AN AGENT, AMEND, REVOKE, OR TERMINATE THE~~
 24 ~~EXISTING INTER VIVOS TRUST;~~

25 ~~(2) MAKE A GIFT;~~

26 ~~(3) CREATE OR CHANGE RIGHTS OF SURVIVORSHIP;~~

27 ~~(4) CREATE OR CHANGE A BENEFICIARY DESIGNATION;~~

28 ~~(5) DELEGATE AUTHORITY GRANTED UNDER THE POWER OF~~
 29 ~~ATTORNEY;~~

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

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

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

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

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

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

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

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

32 ~~17-202.~~

33 ~~(A) AN AGENT HAS AUTHORITY DESCRIBED IN THIS TITLE IF THE~~
34 ~~POWER OF ATTORNEY REFERS TO GENERAL AUTHORITY WITH RESPECT TO THE~~
35 ~~DESCRIPTIVE TERM FOR THE SUBJECTS STATED IN §§ 17-204 THROUGH 17-217~~

1 ~~OF THIS SUBTITLE OR CITES THE SECTION IN WHICH THE AUTHORITY IS~~
2 ~~DESCRIBED.~~

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

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

10 ~~17-203.~~

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

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

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

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

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

~~1 COMPROMISE WITH RESPECT TO A CLAIM EXISTING IN FAVOR OF OR AGAINST
2 THE PRINCIPAL OR INTERVENE IN LITIGATION RELATING TO THE CLAIM;~~

~~3 (5) SEEK ON THE PRINCIPAL'S BEHALF THE ASSISTANCE OF A
4 COURT OR OTHER GOVERNMENTAL AGENCY TO CARRY OUT AN ACT
5 AUTHORIZED IN THE POWER OF ATTORNEY;~~

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

~~9 (7) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER
10 DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A
11 STATUTE OR REGULATION;~~

~~12 (8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A
13 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR
14 INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;~~

~~15 (9) ACCESS COMMUNICATIONS INTENDED FOR, AND
16 COMMUNICATE ON BEHALF OF THE PRINCIPAL, WHETHER BY MAIL,
17 ELECTRONIC TRANSMISSION, TELEPHONE, OR OTHER MEANS; AND~~

~~18 (10) PERFORM LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND
19 ALL PROPERTY RELATED TO THE SUBJECT.~~

~~20 17-204.~~

~~21 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
22 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
23 REAL PROPERTY AUTHORIZES THE AGENT TO:~~

~~24 (1) DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS
25 SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT
26 AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY;~~

~~27 (2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,
28 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,
29 RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO
30 PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY
31 FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO
32 PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,
33 CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY;~~

1 ~~OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A~~
2 ~~RIGHT INCIDENT TO REAL PROPERTY;~~

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

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

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

14 ~~(I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER~~
15 ~~LOSS;~~

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

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

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

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

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

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

1 ~~(H) EXERCISING OR SELLING AN OPTION, A RIGHT OF~~
2 ~~CONVERSION, OR A SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS~~
3 ~~OR OTHER PROPERTY; AND~~

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

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

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

10 ~~17-205.~~

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

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

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

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

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

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

1 ~~(I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER~~
2 ~~LOSS;~~

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

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

8 ~~(IV) MOVING THE PROPERTY FROM PLACE TO PLACE;~~

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

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

13 ~~(6) CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE~~
14 ~~PERSONAL PROPERTY.~~

15 ~~17-206.~~

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

19 ~~(1) BUY, SELL, AND EXCHANGE STOCKS AND BONDS;~~

20 ~~(2) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT~~
21 ~~WITH RESPECT TO STOCKS AND BONDS;~~

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

24 ~~(4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF~~
25 ~~OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; AND~~

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

29 ~~17-207.~~

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

4 ~~(1) BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE~~
5 ~~COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR~~
6 ~~STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE; AND~~

7 ~~(2) ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION~~
8 ~~ACCOUNTS.~~

9 ~~17-208.~~

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

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

15 ~~(2) ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR~~
16 ~~OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND~~
17 ~~LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR~~
18 ~~OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT;~~

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

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

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

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

29 ~~(7) BORROW MONEY AND PLEDGE AS SECURITY PERSONAL~~
30 ~~PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,~~
31 ~~OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT~~
32 ~~GUARANTEED BY THE PRINCIPAL;~~

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

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

10 ~~(10) APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT~~
11 ~~CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND~~
12 ~~TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY~~
13 ~~OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT; AND~~

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

17 ~~17-209.~~

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

23 ~~(1) OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN~~
24 ~~OWNERSHIP INTEREST;~~

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

28 ~~(3) ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT;~~

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

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

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

8 ~~(7) WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY~~
9 ~~BY THE PRINCIPAL;~~

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

14 ~~(II) DETERMINE:~~

15 ~~1. THE LOCATION OF THE OPERATION OF THE~~
16 ~~ENTITY OR BUSINESS;~~

17 ~~2. THE NATURE AND EXTENT OF THE BUSINESS OF~~
18 ~~THE ENTITY OR BUSINESS;~~

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

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

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

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

31 ~~(IV) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY~~
32 ~~THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE~~

~~1 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE
2 OPERATION OF THE ENTITY OR BUSINESS;~~

~~3 (8) PUT ADDITIONAL CAPITAL INTO AN ENTITY OR A BUSINESS IN
4 WHICH THE PRINCIPAL HAS AN INTEREST;~~

~~5 (9) JOIN IN A PLAN OF REORGANIZATION, CONSOLIDATION,
6 CONVERSION, DOMESTICATION, OR MERGER OF THE ENTITY OR BUSINESS;~~

~~7 (10) SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR
8 BUSINESS;~~

~~9 (11) ESTABLISH THE VALUE OF AN ENTITY OR A BUSINESS UNDER
10 A BUYOUT AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY;~~

~~11 (12) PREPARE, SIGN, FILE, AND DELIVER REPORTS,
12 COMPILATIONS OF INFORMATION, RETURNS, OR OTHER PAPERS WITH RESPECT
13 TO AN ENTITY OR BUSINESS AND MAKE RELATED PAYMENTS; AND~~

~~14 (13) PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,
15 FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL
16 FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR
17 PENALTIES, WITH RESPECT TO AN ENTITY OR A BUSINESS, INCLUDING
18 ATTEMPTS TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR
19 AFTER THE EXECUTION OF THE POWER OF ATTORNEY.~~

~~20 17-210.~~

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

~~24 (1) CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
25 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT
26 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES
27 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR
28 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT;~~

~~29 (2) PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF
30 INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S
31 SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE
32 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,~~

1 ~~CONSERVATORSHIP, ESCROW, OR CUSTODIANSHIP OR A FUND FROM WHICH THE~~
2 ~~PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR~~
3 ~~PAYMENT.~~

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

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

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

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

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

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

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

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

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

1 ~~17-212.~~

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

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

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

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

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

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

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

33 ~~(7) ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR~~
34 ~~INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE~~
35 ~~PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A~~

~~1 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF
2 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN
3 PROPERTY OR OTHER THING OF VALUE;~~

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

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

~~9 17-213.~~

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

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

~~18 (I) THE PRINCIPAL'S CHILDREN;~~

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

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

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

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

~~28 (I) PURCHASE, LEASE, OR OTHER CONTRACT; OR~~

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

1 ~~(4) 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 IN ITEM (1)~~
5 ~~OF THIS SUBSECTION;~~

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

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

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

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

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

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

33 ~~17-214.~~

34 ~~(A) IN THIS SECTION, "BENEFITS FROM GOVERNMENTAL PROGRAMS OR~~
35 ~~CIVIL OR MILITARY SERVICE" MEANS ANY BENEFIT, PROGRAM, OR ASSISTANCE~~

1 ~~PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,~~
2 ~~MEDICARE, AND MEDICAID.~~

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

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

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

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

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

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

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

33 ~~17-215.~~

34 ~~(A) IN THIS SECTION, "RETIREMENT PLAN" MEANS A PLAN OR ACCOUNT~~
35 ~~CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO~~

1 ~~PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE~~
2 ~~PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR~~
3 ~~ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE~~
4 ~~CODE;~~

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

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

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

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

13 ~~(5) A PENSION, PROFIT SHARING, STOCK BONUS, OR OTHER~~
14 ~~RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION~~
15 ~~401(A), 26 U.S.C. § 401(A);~~

16 ~~(6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),~~
17 ~~26 U.S.C. § 457(B); AND~~

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

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

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

25 ~~(2) MAKE A ROLLOVER, INCLUDING A DIRECT~~
26 ~~TRUSTEE TO TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN~~
27 ~~TO ANOTHER;~~

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

29 ~~(4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;~~

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

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

3 ~~17-216.~~

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

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

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

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

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

26 ~~17-217.~~

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

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

~~(1) MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A GIFT OF PART OR ALL OF THE PRINCIPAL'S PROPERTY, INCLUDING BY THE EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE GIFT, OR IF THE PRINCIPAL'S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL GIFT TAX EXCLUSION LIMIT; AND~~

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

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

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

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

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

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

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

~~SUBTITLE 3. STATUTORY FORMS.~~

~~17-301.~~

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

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

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

~~YOU SHOULD SELECT SOMEONE YOU COMPLETELY 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.~~

~~THE POWER OF ATTORNEY WILL TAKE EFFECT IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.~~

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

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

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

~~1 YOU SHOULD OBTAIN COMPETENT LEGAL ADVICE BEFORE YOU SIGN THIS
2 POWER OF ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT THE DOCUMENT OR
3 THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT.~~

~~4 YOU SHOULD OBTAIN COMPETENT LEGAL ADVICE IF YOU WISH TO REVOKE THIS
5 POWER OF ATTORNEY.~~

6 ~~DESIGNATION OF AGENT~~

7 I, _____,
8 (NAME OF PRINCIPAL)

9 ~~NAME THE FOLLOWING PERSON AS MY AGENT:~~

10 ~~NAME OF~~
11 ~~AGENT:~~ _____
12 ~~AGENT'S~~
13 ~~ADDRESS:~~ _____
14 ~~AGENT'S TELEPHONE~~
15 ~~NUMBER:~~ _____

16 ~~DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)~~

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

19 ~~NAME OF SUCCESSOR AGENT:~~ _____
20 ~~SUCCESSOR AGENT'S ADDRESS:~~ _____
21 ~~SUCCESSOR AGENT'S TELEPHONE~~
22 ~~NUMBER:~~ _____

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

25 ~~NAME OF SECOND SUCCESSOR~~
26 ~~AGENT:~~ _____

27 ~~SECOND SUCCESSOR AGENT'S~~
28 ~~ADDRESS:~~ _____

29 ~~SECOND SUCCESSOR AGENT'S TELEPHONE~~
30 ~~NUMBER:~~ _____

31 ~~GRANT OF GENERAL AUTHORITY~~

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

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

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

~~GRANT OF SPECIFIC AUTHORITY (OPTIONAL)~~

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

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

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

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 ~~COMPENSATION OF AGENT~~

11 ~~() MY AGENT IS TO SERVE WITHOUT COMPENSATION~~

12 ~~() MY AGENT IS TO RECEIVE COMPENSATION THAT IS REASONABLE UNDER~~
13 ~~THE CIRCUMSTANCES OR COMPENSATION AS SPECIFIED IN THE SPECIAL~~
14 ~~INSTRUCTIONS~~

15 ~~LIMITATION ON AGENT'S AUTHORITY~~

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

20 ~~SPECIAL INSTRUCTIONS (OPTIONAL)~~

21 ~~YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:~~

22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

29 ~~EFFECTIVE DATE~~

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

32 ~~NOMINATION OF GUARDIAN (OPTIONAL)~~

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

4 ~~NAME OF NOMINEE FOR GUARDIAN OF MY ESTATE:~~

5 _____

6 ~~NOMINEE'S ADDRESS:~~ _____

7 ~~NOMINEE'S TELEPHONE NUMBER:~~ _____

8 ~~NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:~~

9 _____

10 ~~NOMINEE'S ADDRESS:~~ _____

11 ~~NOMINEE'S TELEPHONE NUMBER:~~ _____

12 ~~RELIANCE ON THIS POWER OF ATTORNEY~~

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

16 ~~SIGNATURE AND ACKNOWLEDGMENT~~

17 _____

18 ~~YOUR SIGNATURE~~

~~DATE~~

19 _____

20 ~~YOUR NAME PRINTED~~

21 _____

22 _____

23 ~~YOUR ADDRESS~~

24 _____

25 ~~YOUR TELEPHONE NUMBER~~

26 ~~STATE OF MARYLAND~~

27 ~~(COUNTY) OF~~ _____

28 ~~THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON~~

29 _____,

30 ~~(DATE)~~

31 ~~BY~~ _____

32 ~~(NAME OF PRINCIPAL)~~

1 _____ (SEAL, IF ANY)

2 SIGNATURE OF NOTARY

3 MY COMMISSION EXPIRES: _____

4 ~~THIS DOCUMENT PREPARED BY:~~

5 _____
6 _____

7 ~~IMPORTANT INFORMATION FOR AGENT~~

8 ~~AGENT'S DUTIES~~

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

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

23 ~~(PRINCIPAL'S NAME) BY (YOUR SIGNATURE) AS AGENT~~

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

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

~~PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST;
AND~~

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

~~TERMINATION OF AGENT'S AUTHORITY~~

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

~~(1) DEATH OF THE PRINCIPAL;~~

~~(2) THE PRINCIPAL'S REVOCATION OF THE POWER OF ATTORNEY OR YOUR
AUTHORITY;~~

~~(3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF
ATTORNEY;~~

~~(4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED; OR~~

~~(5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH A
COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,
UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY
STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.~~

~~LIABILITY OF AGENT~~

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

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

~~17-302.~~

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

~~"AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF
ATTORNEY AND AGENT'S AUTHORITY~~

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 ATTORNEY~~
10 ~~OR MY AUTHORITY TO ACT UNDER THE POWER OF ATTORNEY AND THE~~
11 ~~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 ON THE~~
14 ~~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 LONGER~~
17 ~~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~~

33 ~~THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON~~
34 ~~_____~~

1 ~~(DATE)~~
2 BY _____
3 ~~(NAME OF AGENT)~~

4 _____ ~~(SEAL, IF ANY)~~
5 ~~SIGNATURE OF NOTARY~~
6 ~~MY COMMISSION EXPIRES: _____~~

7 ~~THIS DOCUMENT PREPARED BY:~~
8 _____”

9 ~~SUBTITLE 4. MISCELLANEOUS PROVISIONS.~~

10 ~~17-401.~~

11 ~~THIS TITLE MAY BE CITED AS THE UNIFORM POWER OF ATTORNEY ACT.~~

12 ~~17-402.~~

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

17 ~~17-403.~~

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

24 ~~17-404.~~

25 ~~EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, ON OCTOBER 1, 2010:~~

26 ~~(1) THIS TITLE APPLIES TO A POWER OF ATTORNEY CREATED~~
27 ~~BEFORE, ON, OR AFTER OCTOBER 1, 2010;~~

1 ~~(2) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING~~
2 ~~CONCERNING A POWER OF ATTORNEY COMMENCED ON OR AFTER OCTOBER 1,~~
3 ~~2010;~~

4 ~~(3) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING~~
5 ~~CONCERNING A POWER OF ATTORNEY COMMENCED BEFORE OCTOBER 1, 2010,~~
6 ~~UNLESS THE COURT FINDS THAT APPLICATION OF A PROVISION OF THIS TITLE~~
7 ~~WOULD SUBSTANTIALLY INTERFERE WITH THE EFFECTIVE CONDUCT OF THE~~
8 ~~JUDICIAL PROCEEDING OR PREJUDICE THE RIGHTS OF A PARTY, IN WHICH CASE~~
9 ~~THAT PROVISION DOES NOT APPLY AND THE SUPERSEDED LAW APPLIES; AND~~

10 ~~(4) AN ACT DONE BEFORE OCTOBER 1, 2010, IS NOT AFFECTED~~
11 ~~BY THIS TITLE.~~

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

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.