

SENATE BILL 529

N2

11r2233
CF HB 247

By: **Senators Simonaire, Getty, Jacobs, Ramirez, Raskin, Shank, and Stone**
Introduced and read first time: February 4, 2011
Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act – Modifications**

3 FOR the purpose of establishing that certain provisions of law relating to durable
4 powers of attorney apply to all powers of attorney; altering the authority of an
5 agent under certain statutory form powers of attorney; defining certain terms;
6 providing for the application of certain provisions of this Act; and generally
7 relating to powers of attorney.

8 BY repealing and reenacting, with amendments,
9 Article – Estates and Trusts
10 Section 17–101, 17–105, 17–109, 17–202, and 17–203
11 Annotated Code of Maryland
12 (2001 Replacement Volume and 2010 Supplement)

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

15 **Article – Estates and Trusts**

16 17–101.

17 (a) In this title the following words have the meanings indicated.

18 (b) (1) “Agent” means a person granted authority to act for a principal
19 under a power of attorney, whether denominated an agent, attorney-in-fact, or
20 otherwise.

21 (2) “Agent” includes an original agent, coagent, successor agent, and a
22 person to which an agent’s authority is delegated.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.



1 (c) "Incapacity" means the inability of an individual to manage property or
2 business affairs because the individual:

3 (1) Meets the grounds required for the appointment of a guardian of
4 the property of a disabled person described in § 13-201 of this article; or

5 (2) Is:

6 (i) Missing;

7 (ii) Detained, including incarcerated in a penal system; or

8 (iii) Outside the United States and unable to return.

9 (d) "Power of attorney" means a writing or other record that grants authority
10 to an agent to act in the place of the principal, whether or not the term "power of
11 attorney" is used.

12 (e) "Principal" means an individual who grants authority to an agent in a
13 power of attorney.

14 **(F) "PROPERTY" INCLUDES BOTH REAL AND PERSONAL PROPERTY AND**
15 **ANY RIGHT OR TITLE IN REAL OR PERSONAL PROPERTY, WHETHER HELD**
16 **INDIVIDUALLY OR JOINTLY AND WHETHER INDIVISIBLE, BENEFICIAL,**
17 **CONTINGENT, OR OF ANY OTHER NATURE.**

18 **[(f)] (G)** "Statutory form power of attorney" means a power of attorney that
19 is substantially in the same form as one of the powers of attorney set forth in Subtitle
20 2 of this title.

21 **(H) (1) "STOCKS AND BONDS" MEANS EVIDENCE OF OWNERSHIP IN**
22 **OR DEBT ISSUED BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY**
23 **COMPANY, FIRM, ASSOCIATION, OR SIMILAR ENTITY.**

24 **(2) "STOCKS AND BONDS" INCLUDES STOCKS, BONDS,**
25 **DEBENTURES, NOTES, MEMBERSHIP INTERESTS, MUTUAL FUND INTERESTS,**
26 **MONEY MARKET ACCOUNT INTERESTS, VOTING TRUST CERTIFICATES,**
27 **EQUIPMENT TRUST CERTIFICATES, CERTIFICATES OF DEPOSIT, CERTIFICATES**
28 **OF PARTICIPATION, CERTIFICATES OF BENEFICIAL INTEREST, STOCK RIGHTS,**
29 **STOCK WARRANTS, AND ANY OTHER INSTRUMENTS EVIDENCING RIGHTS OF A**
30 **SIMILAR CHARACTER ISSUED BY OR IN CONNECTION WITH ANY CORPORATION,**
31 **PARTNERSHIP, LIMITED LIABILITY COMPANY, FIRM, ASSOCIATION, OR SIMILAR**
32 **ENTITY.**

33 17-105.

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

4 **(B) THIS SECTION APPLIES TO ALL POWERS OF ATTORNEY.**

5 ~~[(b)]~~ (C) When a principal designates another as an attorney in fact or
6 agent by a power of attorney in writing, it is a durable power of attorney unless
7 otherwise provided by its terms.

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

13 ~~[(d)]~~ (E) (1) If a guardian is appointed for the principal, the attorney in
14 fact or agent shall account to the guardian rather than the principal.

15 (2) The guardian has the same power the principal would have but for
16 the principal’s disability or incompetence to revoke, suspend, or terminate all or any
17 part of the power of attorney or agency.

18 17–109.

19 (a) Except as provided in subsection (b) of this section, this title applies to all
20 powers of attorney.

21 (b) ~~[This]~~ **EXCEPT AS PROVIDED IN § 17–105 OF THIS SUBTITLE, THIS**
22 title does not apply to:

23 (1) A power that is coupled with an interest in the subject of the
24 power, is given as security, or is given for consideration, regardless of whether the
25 power is held for the benefit of the agent or another person, including a power given to
26 or for the benefit of a creditor in connection with a credit transaction;

27 (2) An advance directive appointing a health care agent under Title 5,
28 Subtitle 6 of the Health – General Article or any other power to make health care
29 decisions;

30 (3) A proxy or other delegation to exercise any right with respect to an
31 entity, including voting rights or management rights or both, or a delegation of
32 authority to execute, become a party to, or amend a document or agreement governing
33 an entity or entity ownership interest;

34 (4) A power created on a form prescribed by a government or
35 governmental subdivision, agency, or instrumentality for a governmental purpose;

1 (5) A power created as part of, or in connection with, an agreement
2 establishing an attorney and client relationship;

3 (6) A power of attorney that states that it is not subject to this title;

4 (7) A power authorizing another to prepare, execute, deliver, submit,
5 or file, on behalf of an entity or the governing body or management of an entity, a
6 document or instrument with a government or governmental subdivision, agency, or
7 instrumentality or with a third party;

8 (8) A power or other delegation of authority contained in a document
9 or agreement governing or binding on an entity that authorizes a person to take action
10 with respect to the entity; and

11 (9) A power with respect to an entity created in accordance with
12 authorization provided by a federal or State statute that specifically contemplates
13 creation of the power.

14 17–202.

15 “MARYLAND STATUTORY FORM

16 PERSONAL FINANCIAL POWER OF ATTORNEY

17 IMPORTANT INFORMATION AND WARNING

18 You should be very careful in deciding whether or not to sign this document. The
19 powers granted by you (the principal) in this document are broad and sweeping. This
20 power of attorney authorizes another person (your agent) to make decisions concerning
21 your property for you (the principal). Your agent will be able to make decisions and act
22 with respect to your property (including your money) whether or not you are able to
23 act for yourself.

24 You should select someone you trust to serve as your agent. Unless you specify
25 otherwise, generally the agent’s authority will continue until you die or revoke the
26 power of attorney or the agent resigns or is unable to act for you.

27 You need not grant all of the powers listed below. If you choose to grant less than all of
28 the listed powers, you may instead use a Maryland Statutory Form Limited Power of
29 Attorney and mark on that Maryland Statutory Form Limited Power of Attorney
30 which powers you intend to delegate to your attorney–in–fact (the Agent) and which
31 you do not want the Agent to exercise.

32 This power of attorney becomes effective immediately unless you state otherwise in
33 the Special Instructions.

1 You should obtain competent legal advice before you sign this power of attorney if you
2 have any questions about the document or the authority you are granting to your
3 agent.

4 DESIGNATION OF AGENT

5 I, _____,
6 (Name of Principal)

7 Name the following person as my agent:

8 Name of Agent: _____

9 Agent's Address: _____

10 Agent's Telephone Number: _____

11 Designation of Successor Agent(s) (Optional)

12 If my agent is unable or unwilling to act for me, I name as my successor agent:

13 Name of Successor Agent: _____

14 Successor Agent's
15 Address: _____

16 Successor Agent's
17 Telephone Number: _____

18 If my successor agent is unable or unwilling to act for me, I name as my second
19 successor agent:

20 Name of Second
21 Successor Agent: _____

22 Second Successor
23 Agent's Address: _____

24 Second Successor Agent's
25 Telephone Number: _____

26 GRANT OF GENERAL AUTHORITY

27 I ("the principal") grant my agent and any successor agent, with respect to each
28 subject listed below, the authority to do all acts that I could do to:

29 (1) Contract with another person, on terms agreeable to the agent, to
30 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,

1 restate, release, or modify the contract or another contract made by or on behalf of the
2 principal;

3 (2) Execute, acknowledge, seal, deliver, file, or record any instrument
4 or communication the agent considers desirable to accomplish a purpose of a
5 transaction;

6 (3) Seek on the principal's behalf the assistance of a court or other
7 governmental agency to carry out an act authorized in this power of attorney;

8 (4) Initiate, participate in, submit to alternative dispute resolution,
9 settle, oppose, or propose or accept a compromise with respect to a claim existing in
10 favor of or against the principal or intervene in litigation relating to the claim;

11 (5) Engage, compensate, and discharge an attorney, accountant,
12 discretionary investment manager, expert witness, or other advisor;

13 (6) Prepare, execute, and file a record, report, or other document to
14 safeguard or promote the principal's interest under a statute or regulation and
15 communicate with representatives or employees of a government or governmental
16 subdivision, agency, or instrumentality, on behalf of the principal; and

17 (7) Do lawful acts with respect to the subject and all property related
18 to the subject.

19 My agent's authority shall include the authority to act as stated below with regard to
20 each of the following subjects:

21 SUBJECTS AND AUTHORITY

22 Real property – With respect to this subject, I authorize my agent to: demand, buy,
23 sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or
24 otherwise acquire or reject an interest in real property or a right incident to real
25 property; pledge or mortgage an interest in real property or right incident to real
26 property as security to borrow money or pay, renew, or extend the time of payment of
27 a debt of the principal or a debt guaranteed by the principal, including a reverse
28 mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage,
29 deed of trust, conditional sale contract, encumbrance, lien, or other claim to real
30 property that exists or is asserted; and manage or conserve an interest in real property
31 or a right incident to real property owned or claimed to be owned by the principal,
32 including: (1) insuring against liability or casualty or other loss; (2) obtaining or
33 regaining possession of or protecting the interest or right by litigation or otherwise; (3)
34 paying, assessing, compromising, or contesting taxes or assessments or applying for
35 and receiving refunds in connection with them; and (4) purchasing supplies, hiring
36 assistance or labor, and making repairs or alterations to the real property.

37 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and
38 exchange stocks and bonds; establish, continue, modify, or terminate an account with

1 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew,
2 or extend the time of payment of a debt of the principal; receive certificates and other
3 evidences of ownership with respect to stocks and bonds; exercise voting rights with
4 respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent
5 to limitations on the right to vote.

6 Banks and other financial institutions – With respect to this subject, I authorize my
7 agent to: continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and
8 terminate an account or other banking arrangement made by or on behalf of the
9 principal; establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and
10 terminate an account or other banking arrangement with a bank, trust company,
11 savings and loan association, credit union, thrift company, brokerage firm, or other
12 financial institution selected by the agent; contract for services available from a
13 financial institution, including renting a safe deposit box or space in a vault;
14 **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS TRANSFER, OR**
15 **OTHERWISE, WITH OR LEAVE IN THE CUSTODY OF A FINANCIAL INSTITUTION**
16 **MONEY OR PROPERTY OF THE PRINCIPAL**; withdraw, by check, money order,
17 electronic funds transfer, or otherwise, money or property of the principal deposited
18 with or left in the custody of a financial institution; receive statements of account,
19 vouchers, notices, and similar documents from a financial institution and act with
20 respect to them; enter a safe deposit box or vault and withdraw or add to the contents;
21 borrow money and pledge as security personal property of the principal necessary to
22 borrow money or pay, renew, or extend the time of payment of a debt of the principal
23 or a debt guaranteed by the principal; make, assign, draw, endorse, discount,
24 guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or
25 nonnegotiable paper of the principal or payable to the principal or the principal's
26 order, transfer money, receive the cash or other proceeds of those transactions; and
27 apply for, receive, and use credit cards and debit cards, electronic transaction
28 authorizations, and traveler's checks from a financial institution.

29 Insurance and annuities – With respect to this subject, I authorize my agent to:
30 continue, pay the premium or make a contribution on, modify, exchange, rescind,
31 release, or terminate a contract procured by or on behalf of the principal that insures
32 or provides an annuity to either the principal or another person, whether or not the
33 principal is a beneficiary under the contract; procure new, different, and additional
34 contracts of insurance and annuities for the principal and select the amount, type of
35 insurance or annuity, and mode of payment; pay the premium or make a contribution
36 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity
37 procured by the agent; apply for and receive a loan secured by a contract of insurance
38 or annuity; surrender and receive the cash surrender value on a contract of insurance
39 or annuity; exercise an election; exercise investment powers available under a contract
40 of insurance or annuity; change the manner of paying premiums on a contract of
41 insurance or annuity; change or convert the type of insurance or annuity with respect
42 to which the principal has or claims to have authority described in this section; apply
43 for and procure a benefit or assistance under a statute or regulation to guarantee or
44 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,
45 hypothecate, borrow against, or pledge the interest of the principal in a contract of

1 insurance or annuity; select the form and timing of the payment of proceeds from a
2 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or
3 contest, and apply for refunds in connection with a tax or assessment levied by a
4 taxing authority with respect to a contract of insurance or annuity or the proceeds or
5 liability from the contract of insurance or annuity accruing by reason of the tax or
6 assessment.

7 Claims and litigation – With respect to this subject, I authorize my agent to: assert
8 and maintain before a court or administrative agency a claim, claim for relief, cause of
9 action, counterclaim, offset, recoupment, or defense, including an action to recover
10 property or other thing of value, recover damages sustained by the principal, eliminate
11 or modify tax liability, or seek an injunction, specific performance, or other relief; act
12 for the principal with respect to bankruptcy or insolvency, whether voluntary or
13 involuntary, concerning the principal or some other person, or with respect to a
14 reorganization, receivership, or application for the appointment of a receiver or trustee
15 that affects an interest of the principal in property or other thing of value; pay a
16 judgment, award, or order against the principal or a settlement made in connection
17 with a claim or litigation; and receive money or other thing of value paid in settlement
18 of or as proceeds of a claim or litigation.

19 Benefits from governmental programs or civil or military service (including any
20 benefit, program, or assistance provided under a statute or regulation including Social
21 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent
22 to: execute vouchers in the name of the principal for allowances and reimbursements
23 payable by the United States or a foreign government or by a state or subdivision of a
24 state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue,
25 on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of
26 the principal for a benefit or assistance, financial or otherwise, to which the principal
27 may be entitled under a statute or regulation; initiate, participate in, submit to
28 alternative dispute resolution, settle, oppose, or propose or accept a compromise with
29 respect to litigation concerning a benefit or assistance the principal may be entitled to
30 receive under a statute or regulation; and receive the financial proceeds of a claim
31 described above and conserve, invest, disburse, or use for a lawful purpose anything so
32 received.

33 Retirement plans (including a plan or account created by an employer, the principal,
34 or another individual to provide retirement benefits or deferred compensation of which
35 the principal is a participant, beneficiary, or owner, including a plan or account under
36 the following sections of the Internal Revenue Code: (1) an individual retirement
37 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth
38 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §
39 408A; (3) a deemed individual retirement account under Internal Revenue Code
40 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account
41 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,
42 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue
43 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code
44 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan
45 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this

1 subject, I authorize my agent to: select the form and timing of payments under a
2 retirement plan and withdraw benefits from a plan; make a rollover, including a direct
3 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish
4 a retirement plan in the principal's name; make contributions to a retirement plan;
5 exercise investment powers available under a retirement plan; borrow from, sell assets
6 to, or purchase assets from a retirement plan.

7 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file
8 federal, state, local, and foreign income, gift, payroll, property, federal insurance
9 contributions act, and other tax returns, claims for refunds, requests for extension of
10 time, petitions regarding tax matters, and other tax-related documents, including
11 receipts, offers, waivers, consents, including consents and agreements under Internal
12 Revenue Code Section 2032(a), 26 U.S.C. § 2032(a), closing agreements, and other
13 powers of attorney required by the Internal Revenue Service or other taxing authority
14 with respect to a tax year on which the statute of limitations has not run and the
15 following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential
16 information, and contest deficiencies determined by the Internal Revenue Service or
17 other taxing authority; exercise elections available to the principal under federal,
18 state, local, or foreign tax law; and act for the principal in all tax matters for all
19 periods before the Internal Revenue Service, or other taxing authority.

20 SPECIAL INSTRUCTIONS (OPTIONAL)

21 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

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

30 EFFECTIVE DATE

31 This power of attorney is effective immediately unless I have stated otherwise in the
32 Special Instructions.

33 TERMINATION DATE (OPTIONAL)

34 This power of attorney shall terminate on _____, 20____.
35 (Use a specific calendar date)

36 NOMINATION OF GUARDIAN (OPTIONAL)

37 If it becomes necessary for a court to appoint a guardian of my estate or guardian of
38 my person, I nominate the following person(s) for appointment:

1 Name of nominee for guardian of my property:
2 () My agent (or successor agent) named above

3 or

4 _____

5 Nominee's address: _____

6 Nominee's telephone number: _____

7 Name of nominee for guardian of my person:
8 () My agent (or successor agent) named above

9 or

10 _____

11 Nominee's address: _____

12 Nominee's telephone number: _____

13 SIGNATURE AND ACKNOWLEDGMENT

14 _____

15 Your Signature

Date

16 _____

17 Your Name Printed

18 _____

19 _____

20 Your Address

21 _____

22 Your Telephone Number

23 STATE OF MARYLAND

24 (COUNTY) OF _____

25 This document was acknowledged before me on

26 _____,

27 (Date)

28 By _____ to be his/her act.

29 (Name of Principal)

30 _____ (SEAL, IF ANY)

31 Signature of Notary

32 My commission expires: _____

33 WITNESS ATTESTATION

1 The foregoing power of attorney was, on the date written above, published and
2 declared by

3 _____
4 (Name of Principal)

5 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
6 request, and in the presence of each other, have attested to the same and have signed
7 our names as attesting witnesses.

8 _____
9 Witness #1 Signature

10 _____
11 Witness #1 Name Printed

12 _____
13 _____

14 Witness #1 Address

15 _____
16 Witness #1 Telephone Number

17 _____
18 Witness #2 Signature

19 _____
20 Witness #2 Name Printed

21 _____
22 _____

23 Witness #2 Address

24 _____
25 Witness #2 Telephone Number”

26 17–203.

27 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

28 PLEASE READ CAREFULLY

29 This power of attorney authorizes another person (your agent) to make decisions
30 concerning your property for you (the principal). You need not give to your agent all
31 the authorities listed below and may give the agent only those limited powers that you
32 specifically indicate. This power of attorney gives your agent the right to make limited
33 decisions for you. You should very carefully weigh your decision as to what powers you
34 give your agent. Your agent will be able to make decisions and act with respect to your
35 property (including your money) whether or not you are able to act for yourself.

36 If you choose to make a grant of limited authority, you should check the boxes that
37 identify the specific authorization you choose to give your agent.

1 This power of attorney does not authorize the agent to make health care decisions for
2 you.

3 You should select someone you trust to serve as your agent. Unless you specify
4 otherwise, generally the agent's authority will continue until you die or revoke the
5 power of attorney or the agent resigns or is unable to act for you.

6 Your agent is not entitled to compensation unless you indicate otherwise in the special
7 instructions of this power of attorney. If you indicate that your agent is to receive
8 compensation, your agent 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 more than one
11 agent you may name a coagent in the Special Instructions. Coagents are not required
12 to act together unless you include that requirement in the Special Instructions.

13 If your agent is unavailable or unwilling to act for you, your power of attorney will end
14 unless you have named a successor agent. You may also name a second successor
15 agent.

16 This power of attorney becomes effective immediately unless you state otherwise in
17 the Special Instructions.

18 If you have questions about the power of attorney or the authority you are granting to
19 your agent, you should seek legal advice before signing this form.

20 **DESIGNATION OF AGENT**

21 I, _____, name the following person
22 (Name of Principal)
23 as my agent:

24 Name of
25 Agent: _____
26 Agent's
27 Address: _____
28 Agent's Telephone
29 Number: _____

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

31 If my agent is unable or unwilling to act for me, I name as my successor agent:

32 Name of Successor Agent: _____
33 Successor Agent's
34 Address: _____
35 Successor Agent's Telephone Number: _____

1 If my successor agent is unable or unwilling to act for me, I name as my second
2 successor agent:

3 Name of Second Successor

4 Agent: _____

5 Second Successor Agent's

6 Address: _____

7 Second Successor Agent's Telephone Number: _____

8 GRANT OF GENERAL AUTHORITY

9 I ("the principal") grant my agent and any successor agent, with respect to each
10 subject that I choose below, the authority to do all acts that I could do to:

11 (1) Demand, receive, and obtain by litigation or otherwise, money or
12 another thing of value to which the principal is, may become, or claims to be entitled,
13 and conserve, invest, disburse, or use anything so received or obtained for the
14 purposes intended;

15 (2) Contract with another person, on terms agreeable to the agent, to
16 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
17 restate, release, or modify the contract or another contract made by or on behalf of the
18 principal;

19 (3) Execute, acknowledge, seal, deliver, file, or record any instrument
20 or communication the agent considers desirable to accomplish a purpose of a
21 transaction, including creating a schedule contemporaneously or at a later time listing
22 some or all of the principal's property and attaching the schedule to this power of
23 attorney;

24 (4) Initiate, participate in, submit to alternative dispute resolution,
25 settle, oppose, or propose or accept a compromise with respect to a claim existing in
26 favor of or against the principal or intervene in litigation relating to the claim;

27 (5) Seek on the principal's behalf the assistance of a court or other
28 governmental agency to carry out an act authorized in this power of attorney;

29 (6) Engage, compensate, and discharge an attorney, accountant,
30 discretionary investment manager, expert witness, or other advisor;

31 (7) Prepare, execute, and file a record, report, or other document to
32 safeguard or promote the principal's interest under a statute or regulation;

33 (8) Communicate with representatives or employees of a government
34 or governmental subdivision, agency, or instrumentality, on behalf of the principal;

1 (4) Purchasing supplies, hiring assistance or labor, and making
2 repairs or alterations to the real property

3 () Use, develop, alter, replace, remove, erect, or install structures or
4 other improvements on real property in or incident to which the principal has, or
5 claims to have, an interest or right

6 () Participate in a reorganization with respect to real property or an
7 entity that owns an interest in or a right incident to real property and receive, hold,
8 and act with respect to stocks and bonds or other property received in a plan of
9 reorganization, including:

10 (1) Selling or otherwise disposing of the stocks and bonds or
11 other property;

12 (2) Exercising or selling an option, a right of conversion, or a
13 similar right with respect to the stocks and bonds or other property; and

14 (3) Exercising voting rights in person or by proxy

15 () Change the form of title of an interest in or a right incident to real
16 property

17 () Dedicate to public use, with or without consideration, easements or
18 other real property in which the principal has, or claims to have, an interest

19 () All of the above

20 B. Tangible Personal Property – With respect to this subject, I authorize my
21 agent to:

22 () Demand, buy, receive, accept as a gift or as security for an
23 extension of credit, or otherwise acquire or reject ownership or possession of tangible
24 personal property or an interest in tangible personal property

25 () Sell, exchange, convey with or without covenants, representations,
26 or warranties, quitclaim, release, surrender, create a security interest in, grant
27 options concerning, lease, sublease, or otherwise dispose of tangible personal property
28 or an interest in tangible personal property

29 () Grant a security interest in tangible personal property or an
30 interest in tangible personal property as security to borrow money or pay, renew, or
31 extend the time of payment of a debt of the principal or a debt guaranteed by the
32 principal

33 () Release, assign, satisfy, or enforce by litigation or otherwise, a
34 security interest, lien, or other claim on behalf of the principal, with respect to
35 tangible personal property or an interest in tangible personal property

1 Manage or conserve tangible personal property or an interest in
2 tangible personal property on behalf of the principal, including:

3 (1) Insuring against liability or casualty or other loss;

4 (2) Obtaining or regaining possession of or protecting the
5 property or interest, by litigation or otherwise;

6 (3) Paying, assessing, compromising, or contesting taxes or
7 assessments or applying for and receiving refunds in connection with taxes or
8 assessments;

9 (4) Moving the property from place to place;

10 (5) Storing the property for hire or on a gratuitous bailment;
11 and

12 (6) Using and making repairs, alterations, or improvements to
13 the property

14 Change the form of title of an interest in tangible personal
15 property

16 All of the above

17 C. Stocks and Bonds – With respect to this subject, I authorize my agent to:

18 Buy, sell, and exchange stocks and bonds

19 Establish, continue, modify, or terminate an account with respect
20 to stocks and bonds

21 Pledge stocks and bonds as security to borrow, pay, renew, or
22 extend the time of payment of a debt of the principal

23 Receive certificates and other evidences of ownership with respect
24 to stocks and bonds

25 Exercise voting rights with respect to stocks and bonds in person or
26 by proxy, enter into voting trusts, and consent to limitations on the right to vote

27 All of the above

28 D. Commodities – With respect to this subject, I authorize my agent to:

1 Buy, sell, exchange, assign, settle, and exercise commodity futures
2 contracts and call or put options on stocks or stock indexes traded on a regulated
3 option exchange

4 Establish, continue, modify, and terminate option accounts

5 All of the above

6 E. Banks and Other Financial Institutions – With respect to this subject, I
7 authorize my agent to:

8 Continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION**
9 **WITH**, and terminate an account or other banking arrangement made by or on behalf
10 of the principal

11 Establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION**
12 **WITH**, and terminate an account or other banking arrangement with a bank, trust
13 company, savings and loan association, credit union, thrift company, brokerage firm,
14 or other financial institution selected by the agent

15 Contract for services available from a financial institution,
16 including renting a safe deposit box or space in a vault

17 **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS**
18 **TRANSFER, OR OTHERWISE, WITH OR LEAVE IN THE CUSTODY OF A FINANCIAL**
19 **INSTITUTION MONEY OR PROPERTY OF THE PRINCIPAL**

20 Withdraw, by check, money order, electronic funds transfer, or
21 otherwise, money or property of the principal deposited with or left in the custody of a
22 financial institution

23 Receive statements of account, vouchers, notices, and similar
24 documents from a financial institution and act with respect to them

25 Enter a safe deposit box or vault and withdraw or add to the
26 contents

27 Borrow money and pledge as security personal property of the
28 principal necessary to borrow money or pay, renew, or extend the time of payment of a
29 debt of the principal or a debt guaranteed by the principal

30 Make, assign, draw, endorse, discount, guarantee, and negotiate
31 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the
32 principal or payable to the principal or the principal's order, transfer money, receive
33 the cash or other proceeds of those transactions, and accept a draft drawn by a person
34 on the principal and pay the draft when due

1 Receive for the principal and act on a sight draft, warehouse
2 receipt, other document of title whether tangible or electronic, or other negotiable or
3 nonnegotiable instrument

4 Apply for, receive, and use letters of credit, credit cards and debit
5 cards, electronic transaction authorizations, and traveler's checks from a financial
6 institution and give an indemnity or other agreement in connection with letters of
7 credit

8 Consent to an extension of the time of payment with respect to
9 commercial paper or a financial transaction with a financial institution

10 All of the above

11 F. Operation of an Entity or a Business – With respect to this subject, I
12 authorize my agent to:

13 Operate, buy, sell, enlarge, reduce, or terminate an ownership
14 interest

15 Perform a duty or discharge a liability and exercise in person or by
16 proxy a right, power, privilege, or an option that the principal has, may have, or claims
17 to have

18 Enforce the terms of an ownership agreement

19 Initiate, participate in, submit to alternative dispute resolution,
20 settle, oppose, or propose or accept a compromise with respect to litigation to which
21 the principal is a party because of an ownership interest

22 Exercise in person or by proxy, or enforce by litigation or
23 otherwise, a right, power, privilege, or an option the principal has or claims to have as
24 the holder of stocks and bonds

25 Initiate, participate in, submit to alternative dispute resolution,
26 settle, oppose, or propose or accept a compromise with respect to litigation to which
27 the principal is a party concerning stocks and bonds

28 With respect to an entity or business owned solely by the principal:

29 (1) Continue, modify, renegotiate, extend, and terminate a
30 contract made by or on behalf of the principal with respect to the entity or business
31 before execution of this power of attorney;

32 (2) Determine:

33 (i) The location of the operation of the entity or business;

1 (ii) The nature and extent of the business of the entity or
2 business;

3 (iii) The methods of manufacturing, selling,
4 merchandising, financing, accounting, and advertising employed in the operation of
5 the entity or business;

6 (iv) The amount and types of insurance carried by the
7 entity or business; and

8 (v) The mode of engaging, compensating, and dealing
9 with the employees and accountants, attorneys, or other advisors of the entity or
10 business;

11 (3) Change the name or form of organization under which the
12 entity or business is operated and enter into an ownership agreement with other
13 persons to take over all or part of the operation of the entity or business; and

14 (4) Demand and receive money due or claimed by the principal
15 or on the principal's behalf in the operation of the entity or business and control and
16 disburse the money in the operation of the entity or business

17 (___) Put additional capital into an entity or a business in which the
18 principal has an interest

19 (___) Join in a plan of reorganization, consolidation, conversion,
20 domestication, or merger of the entity or business

21 (___) Sell or liquidate all or part of an entity or business

22 (___) Establish the value of an entity or a business under a buyout
23 agreement to which the principal is a party

24 (___) Prepare, sign, file, and deliver reports, compilations of information,
25 returns, or other papers with respect to an entity or business and make related
26 payments

27 (___) Pay, compromise, or contest taxes, assessments, fines, or penalties
28 and perform other acts to protect the principal from illegal or unnecessary taxation,
29 assessments, fines, or penalties, with respect to an entity or a business, including
30 attempts to recover, as permitted by law, money paid before or after the execution of
31 this power of attorney

32 (___) All of the above

33 G. Insurance and Annuities – With respect to this subject, I authorize my
34 agent to:

1 Continue, pay the premium or make a contribution on, modify,
2 exchange, rescind, release, or terminate a contract procured by or on behalf of the
3 principal that insures or provides an annuity to either the principal or another person,
4 whether or not the principal is a beneficiary under the contract

5 Procure new, different, and additional contracts of insurance and
6 annuities for the principal and the principal's spouse, children, and other dependents,
7 and select the amount, type of insurance or annuity, and mode of payment

8 Pay the premium or make a contribution on, modify, exchange,
9 rescind, release, or terminate a contract of insurance or annuity procured by the agent

10 Apply for and receive a loan secured by a contract of insurance or
11 annuity

12 Surrender and receive the cash surrender value on a contract of
13 insurance or annuity

14 Exercise an election

15 Exercise investment powers available under a contract of
16 insurance or annuity

17 Change the manner of paying premiums on a contract of insurance
18 or annuity

19 Change or convert the type of insurance or annuity with respect to
20 which the principal has or claims to have authority described in this section

21 Apply for and procure a benefit or assistance under a statute or
22 regulation to guarantee or pay premiums of a contract of insurance on the life of the
23 principal

24 Collect, sell, assign, hypothecate, borrow against, or pledge the
25 interest of the principal in a contract of insurance or annuity

26 Select the form and timing of the payment of proceeds from a
27 contract of insurance or annuity

28 Pay, from proceeds or otherwise, compromise or contest, and apply
29 for refunds in connection with a tax or assessment levied by a taxing authority with
30 respect to a contract of insurance or annuity or the proceeds or liability from the
31 contract of insurance or annuity accruing by reason of the tax or assessment

32 All of the above

33 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
34 estates, guardianships, conservatorships, escrows, or custodianships or funds from

1 which the principal is, may become, or claims to be entitled to a share or payment)
2 – With respect to this subject, I authorize my agent to:

3 Accept, receive, receipt for, sell, assign, pledge, or exchange a share
4 in or payment from the fund described above

5 Demand or obtain money or another thing of value to which the
6 principal is, may become, or claims to be entitled by reason of the fund described
7 above, by litigation or otherwise

8 Exercise for the benefit of the principal a presently exercisable
9 general power of appointment held by the principal

10 Initiate, participate in, submit to alternative dispute resolution,
11 settle, oppose, or propose or accept a compromise with respect to litigation to ascertain
12 the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument
13 or transaction affecting the interest of the principal

14 Initiate, participate in, submit to alternative dispute resolution,
15 settle, oppose, or propose or accept a compromise with respect to litigation to remove,
16 substitute, or surcharge a fiduciary

17 Conserve, invest, disburse, or use anything received for an
18 authorized purpose

19 Transfer an interest of the principal in real property, stocks and
20 bonds, accounts with financial institutions or securities intermediaries, insurance,
21 annuities, and other property to the trustee of a revocable trust created by the
22 principal as settlor

23 Reject, renounce, disclaim, release, or consent to a reduction in or
24 modification of a share in or payment from the fund described above

25 All of the above

26 I. Claims and Litigation – With respect to this subject, I authorize my agent
27 to:

28 Assert and maintain before a court or administrative agency a
29 claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense,
30 including an action to recover property or other thing of value, recover damages
31 sustained by the principal, eliminate or modify tax liability, or seek an injunction,
32 specific performance, or other relief

33 Bring an action to determine adverse claims or intervene or
34 otherwise participate in litigation

1 () Seek an attachment, garnishment, order of arrest, or other
2 preliminary, provisional, or intermediate relief and use an available procedure to
3 effect or satisfy a judgment, order, or decree

4 () Make or accept a tender, offer of judgment, or admission of facts,
5 submit a controversy on an agreed statement of facts, consent to examination, and
6 bind the principal in litigation

7 () Submit to alternative dispute resolution, settle, and propose or
8 accept a compromise

9 () Waive the issuance and service of process on the principal, accept
10 service of process, appear for the principal, designate persons on which process
11 directed to the principal may be served, execute and file or deliver stipulations on the
12 principal's behalf, verify pleadings, seek appellate review, procure and give surety and
13 indemnity bonds, contract and pay for the preparation and printing of records and
14 briefs, receive, execute, and file or deliver a consent, waiver, release, confession of
15 judgment, satisfaction of judgment, notice, agreement, or other instrument in
16 connection with the prosecution, settlement, or defense of a claim or litigation

17 () Act for the principal with respect to bankruptcy or insolvency,
18 whether voluntary or involuntary, concerning the principal or some other person, or
19 with respect to a reorganization, receivership, or application for the appointment of a
20 receiver or trustee that affects an interest of the principal in property or other thing of
21 value

22 () Pay a judgment, award, or order against the principal or a
23 settlement made in connection with a claim or litigation

24 () Receive money or other thing of value paid in settlement of or as
25 proceeds of a claim or litigation

26 () All of the above

27 J. Personal and Family Maintenance – With respect to this subject, I
28 authorize my agent to:

29 () Perform the acts necessary to maintain the customary standard of
30 living of the principal, the principal's spouse, and the following individuals, whether
31 living when this power of attorney is executed or later born:

32 (1) The principal's children;

33 (2) Other individuals legally entitled to be supported by the
34 principal; and

35 (3) The individuals whom the principal has customarily
36 supported or indicated the intent to support;

1 Make periodic payments of child support and other family
2 maintenance required by a court or governmental agency or an agreement to which
3 the principal is a party

4 Provide living quarters for the individuals described above by:

5 (1) Purchase, lease, or other contract; or

6 (2) Paying the operating costs, including interest, amortization
7 payments, repairs, improvements, and taxes, for premises owned by the principal or
8 occupied by those individuals

9 Provide normal domestic help, usual vacations and travel
10 expenses, and funds for shelter, clothing, food, appropriate education, including
11 postsecondary and vocational education, and other current living costs for the
12 individuals described above

13 Pay expenses for necessary health care and custodial care on
14 behalf of the individuals described above

15 Act as the principal's personal representative in accordance with
16 the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the
17 Social Security Act, 42 U.S.C. § 1320D, and applicable regulations in making decisions
18 related to the past, present, or future payment for the provision of health care
19 consented to by the principal or anyone authorized under the law of this State to
20 consent to health care on behalf of the principal

21 Continue provisions made by the principal for automobiles or other
22 means of transportation, including registering, licensing, insuring, and replacing the
23 means of transportation, for the individuals described above

24 Maintain credit and debit accounts for the convenience of the
25 individuals described above and open new accounts

26 Continue payments incidental to the membership or affiliation of
27 the principal in a religious institution, club, society, order, or other organization or to
28 continue contributions to those organizations

29 (NOTE: Authority with respect to personal and family maintenance is neither
30 dependent on, nor limited by, authority that an agent may or may not have with
31 respect to gifts under this power of attorney.)

32 All of the above

33 K. Benefits from Governmental Programs or Civil or Military Service
34 (including any benefit, program, or assistance provided under a statute or regulation

1 including Social Security, Medicare, and Medicaid) – With respect to this subject, I
2 authorize my agent to:

3 () Execute vouchers in the name of the principal for allowances and
4 reimbursements payable by the United States or a foreign government or by a state or
5 subdivision of a state to the principal, including allowances and reimbursements for
6 transportation of the individuals described in “J. Personal and Family Maintenance”
7 above, and for shipment of the household effects of those individuals

8 () Take possession and order the removal and shipment of property of
9 the principal from a post, warehouse, depot, dock, or other place of storage or
10 safekeeping, either governmental or private, and execute and deliver a release,
11 voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that
12 purpose

13 () Enroll in, apply for, select, reject, change, amend, or discontinue,
14 on the principal’s behalf, a benefit or program

15 () Prepare, file, and maintain a claim of the principal for a benefit or
16 assistance, financial or otherwise, to which the principal may be entitled under a
17 statute or regulation

18 () Initiate, participate in, submit to alternative dispute resolution,
19 settle, oppose, or propose or accept a compromise with respect to litigation concerning
20 a benefit or assistance the principal may be entitled to receive under a statute or
21 regulation

22 () Receive the financial proceeds of a claim described above and
23 conserve, invest, disburse, or use for a lawful purpose anything so received

24 () All of the above

25 L. Retirement Plans (including a plan or account created by an employer,
26 the principal, or another individual to provide retirement benefits or deferred
27 compensation of which the principal is a participant, beneficiary, or owner, including a
28 plan or account under the following sections of the Internal Revenue Code:

29 (1) An individual retirement account under Internal Revenue Code
30 Section 408, 26 U.S.C. § 408;

31 (2) A Roth individual retirement account under Internal Revenue
32 Code Section 408A, 26 U.S.C. § 408A;

33 (3) A deemed individual retirement account under Internal Revenue
34 Code Section 408(q), 26 U.S.C. § 408(q);

35 (4) An annuity or mutual fund custodial account under Internal
36 Revenue Code Section 403(b), 26 U.S.C. § 403(b);

1 (5) A pension, profit-sharing, stock bonus, or other retirement plan
2 qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

3 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §
4 457(b); and

5 (7) A nonqualified deferred compensation plan under Internal
6 Revenue Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I
7 authorize my agent to:

8 Select the form and timing of payments under a retirement plan
9 and withdraw benefits from a plan

10 Make a rollover, including a direct trustee-to-trustee rollover, of
11 benefits from one retirement plan to another

12 Establish a retirement plan in the principal's name

13 Make contributions to a retirement plan

14 Exercise investment powers available under a retirement plan

15 Borrow from, sell assets to, or purchase assets from a retirement
16 plan

17 All of the above

18 M. Taxes – With respect to this subject, I authorize my agent to:

19 Prepare, sign, and file federal, state, local, and foreign income, gift,
20 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims
21 for refunds, requests for extension of time, petitions regarding tax matters, and other
22 tax-related documents, including receipts, offers, waivers, consents, including
23 consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. §
24 2032A, closing agreements, and other powers of attorney required by the Internal
25 Revenue Service or other taxing authority with respect to a tax year on which the
26 statute of limitations has not run and the following 25 tax years

27 Pay taxes due, collect refunds, post bonds, receive confidential
28 information, and contest deficiencies determined by the Internal Revenue Service or
29 other taxing authority

30 Exercise elections available to the principal under federal, state,
31 local, or foreign tax law

32 Act for the principal in all tax matters for all periods before the
33 Internal Revenue Service, or other taxing authority

1 All of the above

2 N. Gifts (including gifts to a trust, an account under the Uniform Transfers
3 to Minors Act, and a tuition savings account or prepaid tuition plan as defined under
4 Internal Revenue Code Section 529, 26 U.S.C. § 529) – With respect to this subject, I
5 authorize my agent to:

6 Make outright to, or for the benefit of, a person, a gift of part or all
7 of the principal's property, including by the exercise of a presently exercisable general
8 power of appointment held by the principal, in an amount for each donee not to exceed
9 the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code
10 Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax
11 exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift
12 pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for
13 each donee not to exceed twice the annual federal gift tax exclusion limit

14 Consent, pursuant to Internal Revenue Code Section 2513, 26
15 U.S.C. § 2513, to the splitting of a gift made by the principal's spouse in an amount for
16 each donee not to exceed the aggregate annual gift tax exclusions for both spouses

17 (NOTE: An agent may only make a gift of the principal's property as the agent
18 determines is consistent with the principal's objectives if actually known by the agent
19 and, if unknown, as the agent determines is consistent with the principal's best
20 interest based on all relevant factors, including:

21 (1) The value and nature of the principal's property;

22 (2) The principal's foreseeable obligations and need for maintenance;

23 (3) Minimization of taxes, including income, estate, inheritance,
24 generation-skipping transfer, and gift taxes;

25 (4) Eligibility for a benefit, a program, or assistance under a statute or
26 regulation; and

27 (5) The principal's personal history of making or joining in making
28 gifts.)

29 All of the above

30 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

31 My agent MAY NOT do any of the following specific acts for me UNLESS I have
32 INITIALED the specific authority listed below:

33 (CAUTION: Granting any of the following will give your agent the authority to take
34 actions that could significantly reduce your property or change how your property is

1 distributed at your death. INITIAL ONLY the specific authority you WANT to give
2 your agent.)

3 () Create an inter vivos trust, or amend, revoke, or terminate an existing
4 inter vivos trust if the trust expressly authorizes that action by the agent

5 () Make a gift, subject to any special instructions in this power of attorney

6 () Create or change rights of survivorship

7 () Create or change a beneficiary designation

8 () Authorize another person to exercise the authority granted under this
9 power of attorney

10 () Waive the principal's right to be a beneficiary of a joint and survivor
11 annuity, including a survivor benefit under a retirement plan

12 () Exercise fiduciary powers that the principal has authority to delegate

13 () Disclaim or refuse an interest in property, including a power of
14 appointment

15 LIMITATION ON AGENT'S AUTHORITY

16 An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to
17 benefit the agent or a person to whom the agent owes an obligation of support unless I
18 have included that authority in the Special Instructions.

19 SPECIAL INSTRUCTIONS (OPTIONAL)

20 You may give special instructions on the following lines:

21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 EFFECTIVE DATE

29 This power of attorney is effective immediately unless I have stated otherwise in the
30 Special Instructions.

31 TERMINATION DATE (OPTIONAL)

1 This power of attorney shall terminate on _____, 20____.
2 (Use a specific calendar date)

3 NOMINATION OF GUARDIAN (OPTIONAL)

4 If it becomes necessary for a court to appoint a guardian of my property or guardian of
5 my person, I nominate the following person(s) for appointment:

6 Name of Nominee for guardian of my property:
7 _____
8 Nominee's Address: _____
9 Nominee's Telephone Number: _____

10 Name of Nominee for guardian of my person:
11 _____
12 Nominee's Address: _____
13 Nominee's Telephone Number: _____

14 SIGNATURE AND ACKNOWLEDGMENT

15 _____
16 Your Signature Date

17 _____
18 Your Name Printed

19 _____
20 _____

21 Your Address
22 _____

23 Your Telephone Number

24 STATE OF MARYLAND
25 (COUNTY) OF _____

26 This document was acknowledged before me on
27 _____,
28 (Date)

29 by _____.
30 (Name of Principal)

31 _____ (Seal, if any)
32 Signature of Notary
33 My commission expires: _____

34 WITNESS ATTESTATION

1 The foregoing power of attorney was, on the date written above, published and
 2 declared by _____
 3 (Name of Principal)
 4 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
 5 request, and in the presence of each other, have attested to the same and have signed
 6 our names as attesting witnesses.

7 _____
 8 Witness #1 Signature

9 _____
 10 Witness #1 Name Printed

11 _____
 12 _____
 13 Witness #1 Address

14 _____
 15 Witness #1 Telephone Number

16 _____
 17 Witness #2 Signature

18 _____
 19 Witness #2 Name Printed

20 _____
 21 _____
 22 Witness #2 Address

23 _____
 24 Witness #2 Telephone Number

25 This document prepared by:
 26 _____
 27 _____

28 **IMPORTANT INFORMATION FOR AGENT**

29 **Agent's Duties**

30 When you accept the authority granted under this power of attorney, a special legal
 31 relationship is created between you and the principal. This relationship imposes on
 32 you legal duties that continue until you resign or the power of attorney is terminated
 33 or revoked. You must:

- 34 (1) Do what you know the principal reasonably expects you to do with the
- 35 principal's property or, if you do not know the principal's expectations, act in the
- 36 principal's best interest;

1 (5) If you are married to the principal, a legal action is filed with a court to
2 end your marriage, or for your legal separation, unless the Special Instructions in this
3 power of attorney state that such an action will not terminate your authority.

4 Liability of Agent

5 The meaning of the authority granted to you is defined in the Maryland Power of
6 Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland
7 Power of Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the
8 authority granted, you may be liable for any damages caused by your violation.

9 If there is anything about this document or your duties that you do not understand,
10 you should seek legal advice.”

11 SECTION 2. AND BE IT FURTHER ENACTED, That the changes made to §
12 17–105 of the Estates and Trusts Article by Section 1 of this Act shall be construed to
13 apply retroactively and shall be applied to and interpreted to affect any power of
14 attorney executed on or after October 1, 2010.

15 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
16 October 1, 2011.