

HOUSE BILL 774

N2

2lr2194
CF SB 711

By: **Delegate Waldstreicher**

Introduced and read first time: February 9, 2012

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

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

3 FOR the purpose of specifying requirements to establish the legal sufficiency of certain
4 statutory forms for a power of attorney; requiring certain coagents to act
5 together unanimously unless otherwise provided in a power of attorney;
6 providing for the designation of coagents in certain statutory forms for a power
7 of attorney; altering certain provisions in certain statutory forms for a power of
8 attorney relating to authority to create or change a beneficiary designation in
9 certain retirement plans and to nominate a person for appointment as a
10 guardian of property or a guardian of the person; and generally relating to the
11 Maryland General and Limited Power of Attorney Act.

12 BY repealing and reenacting, without amendments,
13 Article – Estates and Trusts
14 Section 17–101(a) and (g)
15 Annotated Code of Maryland
16 (2011 Replacement Volume and 2011 Supplement)

17 BY repealing and reenacting, with amendments,
18 Article – Estates and Trusts
19 Section 17–108(d), 17–201, 17–202, and 17–203
20 Annotated Code of Maryland
21 (2011 Replacement Volume and 2011 Supplement)

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

24 **Article – Estates and Trusts**

25 17–101.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

2 (g) (1) “Statutory form power of attorney” means a power of attorney that
3 is substantially in the same form as one of the powers of attorney set forth in Subtitle
4 2 of this title.

5 (2) “Statutory form power of attorney” does not include a power of
6 attorney set forth in Subtitle 2 of this title in which a principal incorporates by
7 reference one or more provisions of another writing into the section of the power of
8 attorney entitled “Special Instructions (Optional)”.

9 17–108.

10 (d) (1) A principal may delegate to one or more agents the authority to do
11 any act specified in the statutory forms in Subtitle 2 of this title.

12 **(2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, IF**
13 **A PRINCIPAL DESIGNATES ONE OR MORE COAGENTS, ALL COAGENTS SHALL ACT**
14 **TOGETHER UNANIMOUSLY UNLESS THE POWER OF ATTORNEY OTHERWISE**
15 **PROVIDES.**

16 **[(2)] (3)** The acts specified in the statutory forms may not,
17 notwithstanding paragraph (1) of this subsection, be deemed to invalidate or limit the
18 validity of other authorized acts that a principal may delegate to an agent.

19 17–201.

20 **(A)** A document substantially in one of the [following] forms **SET FORTH IN**
21 **THIS SUBTITLE** may be used to create a statutory form power of attorney that has the
22 meaning and effect prescribed by this title.

23 **(B) A STATUTORY FORM POWER OF ATTORNEY IS LEGALLY SUFFICIENT**
24 **UNDER THIS TITLE IF:**

25 **(1) THE WORDING OF THE FORM COMPLIES SUBSTANTIALLY**
26 **WITH A FORM SET FORTH IN THIS SUBTITLE;**

27 **(2) THE FORM IS PROPERLY COMPLETED; AND**

28 **(3) THE SIGNATURE OF THE PRINCIPAL IS ACKNOWLEDGED.**

29 17–202.

30 “MARYLAND STATUTORY FORM

31 PERSONAL FINANCIAL POWER OF ATTORNEY

1 THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF TWO OR MORE
2 COAGENTS. COAGENTS ARE REQUIRED TO ACT TOGETHER UNANIMOUSLY
3 UNLESS YOU OTHERWISE PROVIDE IN THIS FORM.

4 I, _____,
5 (NAME OF PRINCIPAL)

6 NAME THE FOLLOWING PERSONS AS COAGENTS:

7 NAME OF COAGENT: _____

8 COAGENT'S ADDRESS: _____

9 COAGENT'S TELEPHONE NUMBER: _____

10 NAME OF COAGENT: _____

11 COAGENT'S ADDRESS: _____

12 COAGENT'S TELEPHONE NUMBER: _____

13 SPECIAL INSTRUCTIONS REGARDING COAGENTS: _____

14 _____

15 _____

16 _____

17 Designation of Successor Agent(s) (Optional)

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

19 Name of Successor Agent: _____

20 Successor Agent's
21 Address: _____

22 Successor Agent's
23 Telephone Number: _____

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

26 Name of Second
27 Successor Agent: _____

1 Second Successor
2 Agent's Address: _____

3 Second Successor Agent's
4 Telephone Number: _____

5 GRANT OF GENERAL AUTHORITY

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

8 (1) Contract with another person, on terms agreeable to the agent, to
9 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
10 restate, release, or modify the contract or another contract made by or on behalf of the
11 principal;

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

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

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

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

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

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

28 [My agent's authority shall include the authority to act as stated below with regard to
29 each of the following subjects:]

30 SUBJECTS AND AUTHORITY

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

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

16 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and
17 exchange stocks and bonds; establish, continue, modify, or terminate an account with
18 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew,
19 or extend the time of payment of a debt of the principal; receive certificates and other
20 evidences of ownership with respect to stocks and bonds; exercise voting rights with
21 respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent
22 to limitations on the right to vote.

23 Banks and other financial institutions – With respect to this subject, I authorize my
24 agent to: continue, modify, transact all business in connection with, and terminate an
25 account or other banking arrangement made by or on behalf of the principal; establish,
26 modify, transact all business in connection with, and terminate an account or other
27 banking arrangement with a bank, trust company, savings and loan association, credit
28 union, thrift company, brokerage firm, or other financial institution selected by the
29 agent; contract for services available from a financial institution, including renting a
30 safe deposit box or space in a vault; deposit by check, money order, electronic funds
31 transfer, or otherwise with, or leave in the custody of, a financial institution money or
32 property of the principal; withdraw, by check, money order, electronic funds transfer,
33 or otherwise, money or property of the principal deposited with or left in the custody of
34 a financial institution; receive statements of account, vouchers, notices, and similar
35 documents from a financial institution and act with respect to them; enter a safe
36 deposit box or vault and withdraw or add to the contents; borrow money and pledge as
37 security personal property of the principal necessary to borrow money or pay, renew,
38 or extend the time of payment of a debt of the principal or a debt guaranteed by the
39 principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory
40 notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or
41 payable to the principal or the principal's order, transfer money, receive the cash or
42 other proceeds of those transactions; and apply for, receive, and use credit cards and
43 debit cards, electronic transaction authorizations, and traveler's checks from a
44 financial institution.

1 Insurance and annuities – With respect to this subject, I authorize my agent to:
2 continue, pay the premium or make a contribution on, modify, exchange, rescind,
3 release, or terminate a contract procured by or on behalf of the principal that insures
4 or provides an annuity to either the principal or another person, whether or not the
5 principal is a beneficiary under the contract; procure new, different, and additional
6 contracts of insurance and annuities for the principal and select the amount, type of
7 insurance or annuity, and mode of payment; pay the premium or make a contribution
8 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity
9 procured by the agent; apply for and receive a loan secured by a contract of insurance
10 or annuity; surrender and receive the cash surrender value on a contract of insurance
11 or annuity; exercise an election; exercise investment powers available under a contract
12 of insurance or annuity; change the manner of paying premiums on a contract of
13 insurance or annuity; change or convert the type of insurance or annuity with respect
14 to which the principal has or claims to have authority described in this section; apply
15 for and procure a benefit or assistance under a statute or regulation to guarantee or
16 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,
17 hypothecate, borrow against, or pledge the interest of the principal in a contract of
18 insurance or annuity; select the form and timing of the payment of proceeds from a
19 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or
20 contest, and apply for refunds in connection with a tax or assessment levied by a
21 taxing authority with respect to a contract of insurance or annuity or the proceeds or
22 liability from the contract of insurance or annuity accruing by reason of the tax or
23 assessment.

24 Claims and litigation – With respect to this subject, I authorize my agent to: assert
25 and maintain before a court or administrative agency a claim, claim for relief, cause of
26 action, counterclaim, offset, recoupment, or defense, including an action to recover
27 property or other thing of value, recover damages sustained by the principal, eliminate
28 or modify tax liability, or seek an injunction, specific performance, or other relief; act
29 for the principal with respect to bankruptcy or insolvency, whether voluntary or
30 involuntary, concerning the principal or some other person, or with respect to a
31 reorganization, receivership, or application for the appointment of a receiver or trustee
32 that affects an interest of the principal in property or other thing of value; pay a
33 judgment, award, or order against the principal or a settlement made in connection
34 with a claim or litigation; and receive money or other thing of value paid in settlement
35 of or as proceeds of a claim or litigation.

36 Benefits from governmental programs or civil or military service (including any
37 benefit, program, or assistance provided under a statute or regulation including Social
38 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent
39 to: execute vouchers in the name of the principal for allowances and reimbursements
40 payable by the United States or a foreign government or by a state or subdivision of a
41 state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue,
42 on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of
43 the principal for a benefit or assistance, financial or otherwise, to which the principal
44 may be entitled under a statute or regulation; initiate, participate in, submit to
45 alternative dispute resolution, settle, oppose, or propose or accept a compromise with

1 respect to litigation concerning a benefit or assistance the principal may be entitled to
2 receive under a statute or regulation; and receive the financial proceeds of a claim
3 described above and conserve, invest, disburse, or use for a lawful purpose anything so
4 received.

5 Retirement plans (including a plan or account created by an employer, the principal,
6 or another individual to provide retirement benefits or deferred compensation of which
7 the principal is a participant, beneficiary, or owner, including a plan or account under
8 the following sections of the Internal Revenue Code: (1) an individual retirement
9 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth
10 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §
11 408A; (3) a deemed individual retirement account under Internal Revenue Code
12 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account
13 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,
14 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue
15 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code
16 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan
17 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this
18 subject, I authorize my agent to: select the form and timing of payments under a
19 retirement plan and withdraw benefits from a plan; make a rollover, including a direct
20 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish
21 a retirement plan in the principal's name; make contributions to a retirement plan;
22 exercise investment powers available under a retirement plan; borrow from, sell assets
23 to, or purchase assets from a retirement plan. **I RECOGNIZE THAT GRANTING MY
24 AGENT THE AUTHORITY TO CREATE OR CHANGE A BENEFICIARY DESIGNATION
25 FOR A RETIREMENT PLAN MAY AFFECT THE BENEFITS THAT I MAY RECEIVE IF
26 THAT AUTHORITY IS EXERCISED. IF I GRANT MY AGENT THE AUTHORITY TO
27 DESIGNATE THE AGENT, THE AGENT'S SPOUSE, OR A DEPENDENT OF THE AGENT
28 AS A BENEFICIARY OF A RETIREMENT PLAN, THE GRANT MAY CONSTITUTE A
29 TAXABLE GIFT BY ME AND MAY MAKE THE PROPERTY SUBJECT TO THAT
30 AUTHORITY TAXABLE AS A PART OF THE AGENT'S ESTATE. THEREFORE, IF I
31 WISH TO AUTHORIZE MY AGENT TO CREATE OR CHANGE A BENEFICIARY
32 DESIGNATION FOR ANY RETIREMENT PLAN, AND IN PARTICULAR IF I WISH TO
33 AUTHORIZE THE AGENT TO DESIGNATE AS MY BENEFICIARY THE AGENT, THE
34 AGENT'S SPOUSE, OR A DEPENDENT OF THE AGENT, I WILL EXPLICITLY STATE
35 THIS AUTHORITY IN THE SPECIAL INSTRUCTIONS SECTION THAT FOLLOWS OR
36 IN A SEPARATE POWER OF ATTORNEY.**

37 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file
38 federal, state, local, and foreign income, gift, payroll, property, federal insurance
39 contributions act, and other tax returns, claims for refunds, requests for extension of
40 time, petitions regarding tax matters, and other tax-related documents, including
41 receipts, offers, waivers, consents, including consents and agreements under Internal
42 Revenue Code Section 2032(A), 26 U.S.C. § 2032(A), closing agreements, and other
43 powers of attorney required by the Internal Revenue Service or other taxing authority
44 with respect to a tax year on which the statute of limitations has not run and the

1 following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential
2 information, and contest deficiencies determined by the Internal Revenue Service or
3 other taxing authority; exercise elections available to the principal under federal,
4 state, local, or foreign tax law; and act for the principal in all tax matters for all
5 periods before the Internal Revenue Service, or other taxing authority.

6 SPECIAL INSTRUCTIONS (OPTIONAL)

7 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____

16 EFFECTIVE DATE

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

19 TERMINATION DATE (OPTIONAL)

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

22 NOMINATION OF GUARDIAN (OPTIONAL)

23 If it becomes necessary for a court to appoint a guardian of my [estate] **PROPERTY** or
24 guardian of my person, I nominate the following person(s) for appointment:

25 Name of nominee for guardian of my property: _____

26 My agent (or successor agent) named above

27 or

28 _____]

29 Nominee's address: _____

30 Nominee's telephone number: _____

31 Name of nominee for guardian of my person:

32 My agent (or successor agent) named above

33 or]

1 _____
 2 Nominee's address: _____
 3 Nominee's telephone number: _____

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: _____

WITNESS ATTESTATION

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

27 _____
 28 (Name of Principal)

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

32 _____

1 Witness #1 Signature

2 _____

3 Witness #1 Name Printed

4 _____

5 _____

6 Witness #1 Address

7 _____

8 Witness #1 Telephone Number

9 _____

10 Witness #2 Signature

11 _____

12 Witness #2 Name Printed

13 _____

14 _____

15 Witness #2 Address

16 _____

17 Witness #2 Telephone Number”

18 17–203.

19 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

20 PLEASE READ CAREFULLY

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

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

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

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

35 Your agent is not entitled to compensation unless you indicate otherwise in the special
36 instructions of this power of attorney. If you indicate that your agent is to receive
37 compensation, your agent is entitled to reasonable compensation or compensation as
38 specified in the Special Instructions.

1 This form provides for designation of one agent. If you wish to name more than one
 2 agent you may name a coagent in the Special Instructions. Coagents are [not]
 3 required to act together **UNANIMOUSLY** unless you [include that requirement]
 4 **SPECIFY OTHERWISE** in the Special Instructions.

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

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

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

12 **DESIGNATION OF AGENT**

13 **THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF ONE AGENT.**

14 **IF YOU WISH TO NAME COAGENTS, SKIP THIS SECTION AND USE THE NEXT**
 15 **SECTION (“DESIGNATION OF COAGENTS”).**

16 I, _____, name the following person
 17 (Name of Principal)
 18 as my agent:

19 Name of
 20 Agent: _____
 21 Agent’s
 22 Address: _____
 23 Agent’s Telephone
 24 Number: _____

25 **DESIGNATION OF COAGENTS (OPTIONAL)**

26 **THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF TWO OR MORE**
 27 **COAGENTS. COAGENTS ARE REQUIRED TO ACT TOGETHER UNANIMOUSLY**
 28 **UNLESS YOU OTHERWISE PROVIDE IN THIS FORM.**

29 I, _____,
 30 (NAME OF PRINCIPAL)

31 **NAME THE FOLLOWING PERSONS AS COAGENTS:**

1 NAME OF COAGENT: _____

2 COAGENT'S ADDRESS: _____

3 COAGENT'S TELEPHONE NUMBER: _____

4 NAME OF COAGENT: _____

5 COAGENT'S ADDRESS: _____

6 COAGENT'S TELEPHONE NUMBER: _____

7 SPECIAL INSTRUCTIONS REGARDING COAGENTS: _____

8 _____

9 _____

10 _____

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 Telephone Number: _____

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

19 Name of Second Successor

20 Agent: _____

21 Second Successor Agent's

22 Address: _____

23 Second Successor Agent's Telephone Number: _____

24 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

21 (9) Access communications intended for, and communicate on behalf of
22 the principal, whether by mail, electronic transmission, telephone, or other means;
23 and

24 (10) Do lawful acts with respect to the subject and all property related
25 to the subject.

26 (INITIAL each authority in any subject you want to include in the agent's general
27 authority. Cross through each authority in any subject that you want to exclude. If you
28 wish to grant general authority over an entire subject, you may initial "All of the
29 above" instead of initialing each authority.)

30 SUBJECTS AND AUTHORITY

31 A. Real Property – With respect to this category, I authorize my agent to:

32 (___) Demand, buy, lease, receive, accept as a gift or as security for an
33 extension of credit, or otherwise acquire or reject an interest in real property or a right
34 incident to real property

1 () Sell, exchange, convey with or without covenants, representations,
2 or warranties, quitclaim, release, surrender, retain title for security, encumber,
3 partition, consent to partitioning, subject to an easement or covenant, subdivide, apply
4 for zoning or other governmental permits, plat or consent to platting, develop, grant
5 an option concerning, lease, sublease, contribute to an entity in exchange for an
6 interest in that entity, or otherwise grant or dispose of an interest in real property or a
7 right incident to real property

8 () Pledge or mortgage an interest in real property or right incident to
9 real property as security to borrow money or pay, renew, or extend the time of
10 payment of a debt of the principal or a debt guaranteed by the principal, including a
11 reverse mortgage

12 () Release, assign, satisfy, or enforce by litigation or otherwise a
13 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to
14 real property that exists or is asserted

15 () Manage or conserve an interest in real property or a right incident
16 to real property owned or claimed to be owned by the principal, including:

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

18 (2) Obtaining or regaining possession of or protecting the
19 interest or right by litigation or otherwise;

20 (3) Paying, assessing, compromising, or contesting taxes or
21 assessments or applying for and receiving refunds in connection with them; and

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

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

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

31 (1) Selling or otherwise disposing of the stocks and bonds or
32 other property;

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

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

1 Change the form of title of an interest in or a right incident to real
2 property

3 Dedicate to public use, with or without consideration, easements or
4 other real property in which the principal has, or claims to have, an interest

5 All of the above

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

8 Demand, buy, receive, accept as a gift or as security for an
9 extension of credit, or otherwise acquire or reject ownership or possession of tangible
10 personal property or an interest in tangible personal property

11 Sell, exchange, convey with or without covenants, representations,
12 or warranties, quitclaim, release, surrender, create a security interest in, grant
13 options concerning, lease, sublease, or otherwise dispose of tangible personal property
14 or an interest in tangible personal property

15 Grant a security interest in tangible personal property or an
16 interest in tangible personal property as security to borrow money or pay, renew, or
17 extend the time of payment of a debt of the principal or a debt guaranteed by the
18 principal

19 Release, assign, satisfy, or enforce by litigation or otherwise, a
20 security interest, lien, or other claim on behalf of the principal, with respect to
21 tangible personal property or an interest in tangible personal property

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

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

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

27 (3) Paying, assessing, compromising, or contesting taxes or
28 assessments or applying for and receiving refunds in connection with taxes or
29 assessments;

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

31 (5) Storing the property for hire or on a gratuitous bailment;

32 and

1 (6) Using and making repairs, alterations, or improvements to
2 the property

3 () Change the form of title of an interest in tangible personal
4 property

5 () All of the above

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

7 () Buy, sell, and exchange stocks and bonds

8 () Establish, continue, modify, or terminate an account with respect
9 to stocks and bonds

10 () Pledge stocks and bonds as security to borrow, pay, renew, or
11 extend the time of payment of a debt of the principal

12 () Receive certificates and other evidences of ownership with respect
13 to stocks and bonds

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

16 () All of the above

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

18 () Buy, sell, exchange, assign, settle, and exercise commodity futures
19 contracts and call or put options on stocks or stock indexes traded on a regulated
20 option exchange

21 () Establish, continue, modify, and terminate option accounts

22 () All of the above

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

25 () Continue, modify, transact all business in connection with, and
26 terminate an account or other banking arrangement made by or on behalf of the
27 principal

28 () Establish, modify, transact all business in connection with, and
29 terminate an account or other banking arrangement with a bank, trust company,
30 savings and loan association, credit union, thrift company, brokerage firm, or other
31 financial institution selected by the agent

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

3 Deposit by check, money order, electronic funds transfer, or
4 otherwise with, or leave in the custody of, a financial institution money or property of
5 the principal

6 Withdraw, by check, money order, electronic funds transfer, or
7 otherwise, money or property of the principal deposited with or left in the custody of a
8 financial institution

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

11 Enter a safe deposit box or vault and withdraw or add to the
12 contents

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

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

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

24 Apply for, receive, and use letters of credit, credit cards and debit
25 cards, electronic transaction authorizations, and traveler's checks from a financial
26 institution and give an indemnity or other agreement in connection with letters of
27 credit

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

30 All of the above

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

33 Operate, buy, sell, enlarge, reduce, or terminate an ownership
34 interest

1 () Perform a duty or discharge a liability and exercise in person or by
2 proxy a right, power, privilege, or an option that the principal has, may have, or claims
3 to have

4 () Enforce the terms of an ownership agreement

5 () Initiate, participate in, submit to alternative dispute resolution,
6 settle, oppose, or propose or accept a compromise with respect to litigation to which
7 the principal is a party because of an ownership interest

8 () Exercise in person or by proxy, or enforce by litigation or
9 otherwise, a right, power, privilege, or an option the principal has or claims to have as
10 the holder of stocks and bonds

11 () Initiate, participate in, submit to alternative dispute resolution,
12 settle, oppose, or propose or accept a compromise with respect to litigation to which
13 the principal is a party concerning stocks and bonds

14 () With respect to an entity or business owned solely by the principal:

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

18 (2) Determine:

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

20 (ii) The nature and extent of the business of the entity or
21 business;

22 (iii) The methods of manufacturing, selling,
23 merchandising, financing, accounting, and advertising employed in the operation of
24 the entity or business;

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

27 (v) The mode of engaging, compensating, and dealing
28 with the employees and accountants, attorneys, or other advisors of the entity or
29 business;

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

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

4 () Put additional capital into an entity or a business in which the
5 principal has an interest

6 () Join in a plan of reorganization, consolidation, conversion,
7 domestication, or merger of the entity or business

8 () Sell or liquidate all or part of an entity or business

9 () Establish the value of an entity or a business under a buyout
10 agreement to which the principal is a party

11 () Prepare, sign, file, and deliver reports, compilations of information,
12 returns, or other papers with respect to an entity or business and make related
13 payments

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

19 () All of the above

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

22 () Continue, pay the premium or make a contribution on, modify,
23 exchange, rescind, release, or terminate a contract procured by or on behalf of the
24 principal that insures or provides an annuity to either the principal or another person,
25 whether or not the principal is a beneficiary under the contract

26 () Procure new, different, and additional contracts of insurance and
27 annuities for the principal and the principal's spouse, children, and other dependents,
28 and select the amount, type of insurance or annuity, and mode of payment

29 () Pay the premium or make a contribution on, modify, exchange,
30 rescind, release, or terminate a contract of insurance or annuity procured by the agent

31 () Apply for and receive a loan secured by a contract of insurance or
32 annuity

33 () Surrender and receive the cash surrender value on a contract of
34 insurance or annuity

1 Exercise an election

2 Exercise investment powers available under a contract of
3 insurance or annuity

4 Change the manner of paying premiums on a contract of insurance
5 or annuity

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

8 Apply for and procure a benefit or assistance under a statute or
9 regulation to guarantee or pay premiums of a contract of insurance on the life of the
10 principal

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

13 Select the form and timing of the payment of proceeds from a
14 contract of insurance or annuity

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

19 All of the above

20 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
21 estates, guardianships, conservatorships, escrows, or custodianships or funds from
22 which the principal is, may become, or claims to be entitled to a share or payment) –
23 With respect to this subject, I authorize my agent to:

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

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

29 Exercise for the benefit of the principal a presently exercisable
30 general power of appointment held by the principal

31 Initiate, participate in, submit to alternative dispute resolution,
32 settle, oppose, or propose or accept a compromise with respect to litigation to ascertain

1 the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument
2 or transaction affecting the interest of the principal

3 Initiate, participate in, submit to alternative dispute resolution,
4 settle, oppose, or propose or accept a compromise with respect to litigation to remove,
5 substitute, or surcharge a fiduciary

6 Conserve, invest, disburse, or use anything received for an
7 authorized purpose

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

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

14 All of the above

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

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

22 Bring an action to determine adverse claims or intervene or
23 otherwise participate in litigation

24 Seek an attachment, garnishment, order of arrest, or other
25 preliminary, provisional, or intermediate relief and use an available procedure to
26 effect or satisfy a judgment, order, or decree

27 Make or accept a tender, offer of judgment, or admission of facts,
28 submit a controversy on an agreed statement of facts, consent to examination, and
29 bind the principal in litigation

30 Submit to alternative dispute resolution, settle, and propose or
31 accept a compromise

32 Waive the issuance and service of process on the principal, accept
33 service of process, appear for the principal, designate persons on which process
34 directed to the principal may be served, execute and file or deliver stipulations on the
35 principal's behalf, verify pleadings, seek appellate review, procure and give surety and

1 indemnity bonds, contract and pay for the preparation and printing of records and
2 briefs, receive, execute, and file or deliver a consent, waiver, release, confession of
3 judgment, satisfaction of judgment, notice, agreement, or other instrument in
4 connection with the prosecution, settlement, or defense of a claim or litigation

5 () Act for the principal with respect to bankruptcy or insolvency,
6 whether voluntary or involuntary, concerning the principal or some other person, or
7 with respect to a reorganization, receivership, or application for the appointment of a
8 receiver or trustee that affects an interest of the principal in property or other thing of
9 value

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

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

14 () All of the above

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

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

20 (1) The principal's children;

21 (2) Other individuals legally entitled to be supported by the
22 principal; and

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

25 () Make periodic payments of child support and other family
26 maintenance required by a court or governmental agency or an agreement to which
27 the principal is a party

28 () Provide living quarters for the individuals described above by:

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

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

1 Provide normal domestic help, usual vacations and travel
2 expenses, and funds for shelter, clothing, food, appropriate education, including
3 postsecondary and vocational education, and other current living costs for the
4 individuals described above

5 Pay expenses for necessary health care and custodial care on
6 behalf of the individuals described above

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

13 Continue provisions made by the principal for automobiles or other
14 means of transportation, including registering, licensing, insuring, and replacing the
15 means of transportation, for the individuals described above

16 Maintain credit and debit accounts for the convenience of the
17 individuals described above and open new accounts

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

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

24 All of the above

25 K. Benefits from Governmental Programs or Civil or Military Service
26 (including any benefit, program, or assistance provided under a statute or regulation
27 including Social Security, Medicare, and Medicaid) – With respect to this subject, I
28 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 government or by a state or
31 subdivision of a state to the principal, including allowances and reimbursements for
32 transportation of the individuals described in "J. Personal and Family Maintenance"
33 above, and for shipment of the household effects of those individuals

34 Take possession and order the removal and shipment of property of
35 the principal from a post, warehouse, depot, dock, or other place of storage or
36 safekeeping, either governmental or private, and execute and deliver a release,

1 voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that
2 purpose

3 () Enroll in, apply for, select, reject, change, amend, or discontinue,
4 on the principal's behalf, a benefit or program

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

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

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

14 () All of the above

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

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

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

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

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

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

29 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §
30 457(b); and

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

1 Select the form and timing of payments under a retirement plan
2 and withdraw benefits from a plan

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

5 Establish a retirement plan in the principal's name

6 Make contributions to a retirement plan

7 Exercise investment powers available under a retirement plan

8 Borrow from, sell assets to, or purchase assets from a retirement
9 plan

10 All of the above

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

12 Prepare, sign, and file federal, state, local, and foreign income, gift,
13 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims
14 for refunds, requests for extension of time, petitions regarding tax matters, and other
15 tax-related documents, including receipts, offers, waivers, consents, including
16 consents and agreements under Internal Revenue Code Section 2032(A), 26 U.S.C. §
17 2032(A), closing agreements, and other powers of attorney required by the Internal
18 Revenue Service or other taxing authority with respect to a tax year on which the
19 statute of limitations has not run and the following 25 tax years

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

23 Exercise elections available to the principal under federal, state,
24 local, or foreign tax law

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

27 All of the above

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

32 Make outright to, or for the benefit of, a person, a gift of part or all
33 of the principal's property, including by the exercise of a presently exercisable general

1 power of appointment held by the principal, in an amount for each donee not to exceed
2 the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code
3 Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax
4 exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift
5 pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for
6 each donee not to exceed twice the annual federal gift tax exclusion limit

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

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

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

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

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

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

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

22 All of the above

23 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

26 (CAUTION: Granting any of the following will give your agent the authority to take
27 actions that could significantly reduce your property or change how your property is
28 distributed at your death. **IN ADDITION, GRANTING YOUR AGENT THE AUTHORITY
29 TO MAKE GIFTS TO, OR TO DESIGNATE AS THE BENEFICIARY OF ANY
30 RETIREMENT PLAN, THE AGENT, THE AGENT'S SPOUSE, OR A DEPENDENT OF
31 THE AGENT MAY CONSTITUTE A TAXABLE GIFT BY YOU AND MAY MAKE THE
32 PROPERTY SUBJECT TO THAT AUTHORITY TAXABLE AS PART OF THE AGENT'S
33 ESTATE. INITIAL ONLY** the specific authority you WANT to give your agent.)

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

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

4 () Create or change rights of survivorship

5 () Create or change a beneficiary designation, **SUBJECT TO ANY SPECIAL**
6 **INSTRUCTIONS IN THIS POWER OF ATTORNEY; AND, IF I WISH TO AUTHORIZE MY**
7 **AGENT TO DESIGNATE THE AGENT, THE AGENT’S SPOUSE, OR A DEPENDENT OF**
8 **THE AGENT AS A BENEFICIARY, I WILL EXPLICITLY STATE THIS AUTHORITY**
9 **WITHIN THE SPECIAL INSTRUCTIONS OF THIS POWER OF ATTORNEY OR IN A**
10 **SEPARATE POWER OF ATTORNEY**

11 () Authorize another person to exercise the authority granted under this
12 power of attorney

13 () Waive the principal’s right to be a beneficiary of a joint and survivor
14 annuity, including a survivor benefit under a retirement plan

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

16 () Disclaim or refuse an interest in property, including a power of
17 appointment

18 **LIMITATION ON AGENT’S AUTHORITY**

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

22 **SPECIAL INSTRUCTIONS (OPTIONAL)**

23 You may give special instructions on the following lines:

24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____

31 **EFFECTIVE DATE**

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

3 TERMINATION DATE (OPTIONAL)

4 This power of attorney shall terminate on _____, 20_____.
5 (Use a specific calendar date)

6 NOMINATION OF GUARDIAN (OPTIONAL)

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

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

13 Name of Nominee for guardian of my person:
14 _____
15 Nominee's Address: _____
16 Nominee's Telephone Number: _____

17 SIGNATURE AND ACKNOWLEDGMENT

18 _____
19 Your Signature Date

20 _____
21 Your Name Printed
22 _____
23 _____
24 Your Address
25 _____
26 Your Telephone Number

27 STATE OF MARYLAND
28 (COUNTY) OF _____

29 This document was acknowledged before me on
30 _____,
31 (Date)

32 by _____.
33 (Name of Principal)

34 _____ (Seal, if any)

1 Signature of Notary
2 My commission expires: _____

3 WITNESS ATTESTATION

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

6 _____
7 (Name of Principal)

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

11 _____
12 Witness #1 Signature

13 _____
14 Witness #1 Name Printed

15 _____
16 _____
17 Witness #1 Address

18 _____
19 Witness #1 Telephone Number

20 _____
21 Witness #2 Signature

22 _____
23 Witness #2 Name Printed

24 _____
25 _____
26 Witness #2 Address

27 _____
28 Witness #2 Telephone Number

29 This document prepared by:
30 _____
31 _____

32 IMPORTANT INFORMATION FOR AGENT

33 Agent's Duties

34 When you accept the authority granted under this power of attorney, a special legal
35 relationship is created between you and the principal. This relationship imposes on

1 you legal duties that continue until you resign or the power of attorney is terminated
2 or revoked. You must:

3 (1) Do what you know the principal reasonably expects you to do with the
4 principal's property or, if you do not know the principal's expectations, act in the
5 principal's best interest;

6 (2) Act with care, competence, and diligence for the best interest of the
7 principal;

8 (3) Do nothing beyond the authority granted in this power of attorney; and

9 (4) Disclose your identity as an agent whenever you act for the principal by
10 writing or printing the name of the principal and signing your own name as "agent" in
11 the following manner:

12 _____
13 (Principal's Name) by (Your Signature) as Agent

14 Unless the Special Instructions in this power of attorney state otherwise, you must
15 also:

16 (1) Act loyally for the principal's benefit;

17 (2) Avoid conflicts that would impair your ability to act in the principal's best
18 interest;

19 (3) Keep a record of all receipts, disbursements, and transactions made on
20 behalf of the principal;

21 (4) Cooperate with any person that has authority to make health care
22 decisions for the principal to do what you know the principal reasonably expects or, if
23 you do not know the principal's expectations, to act in the principal's best interest; and

24 (5) Attempt to preserve the principal's estate plan if you know the plan and
25 preserving the plan is consistent with the principal's best interest.

26 Termination of Agent's Authority

27 You must stop acting on behalf of the principal if you learn of any event that
28 terminates this power of attorney or your authority under this power of attorney.
29 Events that terminate a power of attorney or your authority to act under a power of
30 attorney include:

31 (1) Death of the principal;

32 (2) The principal's revocation of the power of attorney or your authority;

1 (3) The occurrence of a termination event stated in the power of attorney;

2 (4) The purpose of the power of attorney is fully accomplished; or

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

6 Liability of Agent

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

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

13 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
14 October 1, 2012.