

HOUSE BILL 774

N2

2lr2194
CF SB 711

By: **Delegate Waldstreicher**

Introduced and read first time: February 9, 2012

Assigned to: Judiciary

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 20, 2012

CHAPTER _____

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~~ clarifying the form of document that may be used to create
5 a certain statutory form power of attorney; providing that a document
6 substantially in the form of a certain statutory form in effect on the date the
7 document is executed shall continue to have a certain meaning and effect
8 notwithstanding enactment of certain legislation; requiring certain coagents to
9 act together unanimously unless otherwise provided in a power of attorney;
10 providing for the designation of coagents in certain statutory forms for a power
11 of attorney; altering certain provisions in certain statutory forms for a power of
12 attorney relating to authority to make gifts to certain persons, to create or
13 change a beneficiary designation in certain retirement plans, and to nominate a
14 person for appointment as a guardian of property or a guardian of the person;
15 and generally relating to the Maryland General and Limited Power of Attorney
16 Act.

17 BY repealing and reenacting, without amendments,
18 Article – Estates and Trusts
19 Section 17–101(a) and (g)
20 Annotated Code of Maryland
21 (2011 Replacement Volume and 2011 Supplement)

22 BY repealing and reenacting, with amendments,
23 Article – Estates and Trusts

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 Section 17–108(d), 17–201, 17–202, and 17–203
 2 Annotated Code of Maryland
 3 (2011 Replacement Volume and 2011 Supplement)

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

6 **Article – Estates and Trusts**

7 17–101.

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

9 (g) (1) “Statutory form power of attorney” means a power of attorney that
 10 is substantially in the same form as one of the powers of attorney set forth in Subtitle
 11 2 of this title.

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

16 17–108.

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

19 **(2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, IF**
 20 **A PRINCIPAL DESIGNATES ONE OR MORE COAGENTS, ALL COAGENTS SHALL ACT**
 21 **TOGETHER UNANIMOUSLY UNLESS THE POWER OF ATTORNEY OTHERWISE**
 22 **PROVIDES.**

23 **[(2)] (3)** The acts specified in the statutory forms may not,
 24 notwithstanding paragraph (1) of this subsection, be deemed to invalidate or limit the
 25 validity of other authorized acts that a principal may delegate to an agent.

26 17–201.

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

30 ~~**(B) A STATUTORY FORM POWER OF ATTORNEY IS LEGALLY SUFFICIENT**~~
 31 ~~**UNDER THIS TITLE IF:**~~

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

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

4 I, _____,
5 (Name of Principal)

6 Name the following person as my agent:

7 Name of Agent: _____

8 Agent’s Address: _____

9 Agent’s Telephone Number: _____

10 **DESIGNATION OF COAGENTS (OPTIONAL)**

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

14 I, _____,
15 (NAME OF PRINCIPAL)

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

17 **NAME OF COAGENT:** _____

18 **COAGENT’S ADDRESS:** _____

19 **COAGENT’S TELEPHONE NUMBER:** _____

20 **NAME OF COAGENT:** _____

21 **COAGENT’S ADDRESS:** _____

22 **COAGENT’S TELEPHONE NUMBER:** _____

23 **SPECIAL INSTRUCTIONS REGARDING COAGENTS:** _____

24 _____

25 _____

26 _____

1 Designation of Successor Agent(s) (Optional)

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

3 Name of Successor Agent: _____

4 Successor Agent's
5 Address: _____

6 Successor Agent's
7 Telephone Number: _____

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

10 Name of Second
11 Successor Agent: _____

12 Second Successor
13 Agent's Address: _____

14 Second Successor Agent's
15 Telephone Number: _____

16 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

1 agent; contract for services available from a financial institution, including renting a
2 safe deposit box or space in a vault; deposit by check, money order, electronic funds
3 transfer, or otherwise with, or leave in the custody of, a financial institution money or
4 property of the principal; withdraw, by check, money order, electronic funds transfer,
5 or otherwise, money or property of the principal deposited with or left in the custody of
6 a financial institution; receive statements of account, vouchers, notices, and similar
7 documents from a financial institution and act with respect to them; enter a safe
8 deposit box or vault and withdraw or add to the contents; borrow money and pledge as
9 security personal property of the principal necessary to borrow money or pay, renew,
10 or extend the time of payment of a debt of the principal or a debt guaranteed by the
11 principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory
12 notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or
13 payable to the principal or the principal's order, transfer money, receive the cash or
14 other proceeds of those transactions; and apply for, receive, and use credit cards and
15 debit cards, electronic transaction authorizations, and traveler's checks from a
16 financial institution.

17 Insurance and annuities – With respect to this subject, I authorize my agent to:
18 continue, pay the premium or make a contribution on, modify, exchange, rescind,
19 release, or terminate a contract procured by or on behalf of the principal that insures
20 or provides an annuity to either the principal or another person, whether or not the
21 principal is a beneficiary under the contract; procure new, different, and additional
22 contracts of insurance and annuities for the principal and select the amount, type of
23 insurance or annuity, and mode of payment; pay the premium or make a contribution
24 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity
25 procured by the agent; apply for and receive a loan secured by a contract of insurance
26 or annuity; surrender and receive the cash surrender value on a contract of insurance
27 or annuity; exercise an election; exercise investment powers available under a contract
28 of insurance or annuity; change the manner of paying premiums on a contract of
29 insurance or annuity; change or convert the type of insurance or annuity with respect
30 to which the principal has or claims to have authority described in this section; apply
31 for and procure a benefit or assistance under a statute or regulation to guarantee or
32 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,
33 hypothecate, borrow against, or pledge the interest of the principal in a contract of
34 insurance or annuity; select the form and timing of the payment of proceeds from a
35 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or
36 contest, and apply for refunds in connection with a tax or assessment levied by a
37 taxing authority with respect to a contract of insurance or annuity or the proceeds or
38 liability from the contract of insurance or annuity accruing by reason of the tax or
39 assessment.

40 Claims and litigation – With respect to this subject, I authorize my agent to: assert
41 and maintain before a court or administrative agency a claim, claim for relief, cause of
42 action, counterclaim, offset, recoupment, or defense, including an action to recover
43 property or other thing of value, recover damages sustained by the principal, eliminate
44 or modify tax liability, or seek an injunction, specific performance, or other relief; act
45 for the principal with respect to bankruptcy or insolvency, whether voluntary or

1 involuntary, concerning the principal or some other person, or with respect to a
2 reorganization, receivership, or application for the appointment of a receiver or trustee
3 that affects an interest of the principal in property or other thing of value; pay a
4 judgment, award, or order against the principal or a settlement made in connection
5 with a claim or litigation; and receive money or other thing of value paid in settlement
6 of or as proceeds of a claim or litigation.

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

21 Retirement plans (including a plan or account created by an employer, the principal,
22 or another individual to provide retirement benefits or deferred compensation of which
23 the principal is a participant, beneficiary, or owner, including a plan or account under
24 the following sections of the Internal Revenue Code: (1) an individual retirement
25 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth
26 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §
27 408A; (3) a deemed individual retirement account under Internal Revenue Code
28 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account
29 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,
30 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue
31 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code
32 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan
33 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this
34 subject, I authorize my agent to: select the form and timing of payments under a
35 retirement plan and withdraw benefits from a plan; make a rollover, including a direct
36 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish
37 a retirement plan in the principal’s name; make contributions to a retirement plan;
38 exercise investment powers available under a retirement plan; borrow from, sell assets
39 to, or purchase assets from a retirement plan. **I RECOGNIZE THAT GRANTING MY
40 AGENT THE AUTHORITY TO CREATE OR CHANGE A BENEFICIARY DESIGNATION
41 FOR A RETIREMENT PLAN MAY AFFECT THE BENEFITS THAT I MAY RECEIVE IF
42 THAT AUTHORITY IS EXERCISED. IF I GRANT MY AGENT THE AUTHORITY TO
43 DESIGNATE THE AGENT, THE AGENT’S SPOUSE, OR A DEPENDENT OF THE AGENT
44 AS A BENEFICIARY OF A RETIREMENT PLAN, THE GRANT MAY CONSTITUTE A**

1 TAXABLE GIFT BY ME AND MAY MAKE THE PROPERTY SUBJECT TO THAT
 2 AUTHORITY TAXABLE AS A PART OF THE AGENT’S ESTATE. THEREFORE, IF I
 3 WISH TO AUTHORIZE MY AGENT TO CREATE OR CHANGE A BENEFICIARY
 4 DESIGNATION FOR ANY RETIREMENT PLAN, AND IN PARTICULAR IF I WISH TO
 5 AUTHORIZE THE AGENT TO DESIGNATE AS MY BENEFICIARY THE AGENT, THE
 6 AGENT’S SPOUSE, OR A DEPENDENT OF THE AGENT, I WILL EXPLICITLY STATE
 7 THIS AUTHORITY IN THE SPECIAL INSTRUCTIONS SECTION THAT FOLLOWS OR
 8 IN A SEPARATE POWER OF ATTORNEY.

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

22 SPECIAL INSTRUCTIONS (OPTIONAL)

23 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

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

32 EFFECTIVE DATE

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

35 TERMINATION DATE (OPTIONAL)

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

38 NOMINATION OF GUARDIAN (OPTIONAL)

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

3 Name of nominee for guardian of my property: _____

4 [() My agent (or successor agent) named above

5 or

6 _____]

7 Nominee's address: _____

8 Nominee's telephone number: _____

9 Name of nominee for guardian of my person:

10 [() My agent (or successor agent) named above

11 or]

12 _____

13 Nominee's address: _____

14 Nominee's telephone number: _____

15 SIGNATURE AND ACKNOWLEDGMENT

16 _____

17 Your Signature

Date

18 _____

19 Your Name Printed

20 _____

21 _____

22 Your Address

23 _____

24 Your Telephone Number

25 STATE OF MARYLAND

26 (COUNTY) OF _____

27 This document was acknowledged before me on

28 _____

29 (Date)

30 By _____ to be his/her act.

31 (Name of Principal)

1 _____ (SEAL, IF ANY)
 2 Signature of Notary
 3 My commission expires: _____

4 WITNESS ATTESTATION

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

7 _____
 8 (Name of Principal)

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

12 _____
 13 Witness #1 Signature

14 _____
 15 Witness #1 Name Printed

16 _____
 17 _____
 18 Witness #1 Address

19 _____
 20 Witness #1 Telephone Number

21 _____
 22 Witness #2 Signature

23 _____
 24 Witness #2 Name Printed

25 _____
 26 _____
 27 Witness #2 Address

28 _____
 29 Witness #2 Telephone Number”

30 17-203.

31 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

32 PLEASE READ CAREFULLY

33 This power of attorney authorizes another person (your agent) to make decisions
34 concerning your property for you (the principal). You need not give to your agent all
35 the authorities listed below and may give the agent only those limited powers that you
36 specifically indicate. This power of attorney gives your agent the right to make limited

1 decisions for you. You should very carefully weigh your decision as to what powers you
 2 give your agent. Your agent will be able to make decisions and act with respect to your
 3 property (including your money) whether or not you are able to act for yourself.

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

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

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

11 Your agent is not entitled to compensation unless you indicate otherwise in the special
 12 instructions of this power of attorney. If you indicate that your agent is to receive
 13 compensation, your agent is entitled to reasonable compensation or compensation as
 14 specified in the Special Instructions.

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

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

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

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

26 DESIGNATION OF AGENT

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

28 **IF YOU WISH TO NAME COAGENTS, SKIP THIS SECTION AND USE THE NEXT**
 29 **SECTION ("DESIGNATION OF COAGENTS").**

30 I, _____, name the following person
 31 (Name of Principal)
 32 as my agent:

33 Name of

1 Agent: _____
 2 Agent's _____
 3 Address: _____
 4 Agent's Telephone _____
 5 Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

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

10 I, _____,
 11 (NAME OF PRINCIPAL)

NAME THE FOLLOWING PERSONS AS COAGENTS:

13 **NAME OF COAGENT:** _____

14 **COAGENT'S ADDRESS:** _____

15 **COAGENT'S TELEPHONE NUMBER:** _____

16 **NAME OF COAGENT:** _____

17 **COAGENT'S ADDRESS:** _____

18 **COAGENT'S TELEPHONE NUMBER:** _____

19 **SPECIAL INSTRUCTIONS REGARDING COAGENTS:** _____

20 _____

21 _____

22 _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

25 Name of Successor Agent: _____

26 Successor Agent's _____

27 Address: _____

28 Successor Agent's Telephone Number: _____

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

1 Name of Second Successor

2 Agent: _____

3 Second Successor Agent's

4 Address: _____

5 Second Successor Agent's Telephone Number: _____

6 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

8 (1) Selling or otherwise disposing of the stocks and bonds or
9 other property;

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

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

13 Change the form of title of an interest in or a right incident to real
14 property

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

17 All of the above

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

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

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

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

31 Release, assign, satisfy, or enforce by litigation or otherwise, a
32 security interest, lien, or other claim on behalf of the principal, with respect to
33 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 with, and
9 terminate an account or other banking arrangement made by or on behalf of the
10 principal

11 Establish, modify, transact all business in connection with, and
12 terminate an account or other banking arrangement with a bank, trust company,
13 savings and loan association, credit union, thrift company, brokerage firm, or other
14 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 transfer, or
18 otherwise with, or leave in the custody of, a financial institution money or property of
19 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

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

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

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

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

12 Apply for and receive a loan secured by a contract of insurance or
13 annuity

14 Surrender and receive the cash surrender value on a contract of
15 insurance or annuity

16 Exercise an election

17 Exercise investment powers available under a contract of
18 insurance or annuity

19 Change the manner of paying premiums on a contract of insurance
20 or annuity

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

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

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

28 Select the form and timing of the payment of proceeds from a
29 contract of insurance or annuity

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

1 All of the above

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

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

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

11 Exercise for the benefit of the principal a presently exercisable
12 general power of appointment held by the principal

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

17 Initiate, participate in, submit to alternative dispute resolution,
18 settle, oppose, or propose or accept a compromise with respect to litigation to remove,
19 substitute, or surcharge a fiduciary

20 Conserve, invest, disburse, or use anything received for an
21 authorized purpose

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

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

28 All of the above

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

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

1 Bring an action to determine adverse claims or intervene or
2 otherwise participate in litigation

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

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

9 Submit to alternative dispute resolution, settle, and propose or
10 accept a compromise

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

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

24 Pay a judgment, award, or order against the principal or a
25 settlement made in connection with a claim or litigation

26 Receive money or other thing of value paid in settlement of or as
27 proceeds of a claim or litigation

28 All of the above

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

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

34 (1) The principal's children;

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

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

5 (____) Make periodic payments of child support and other family
6 maintenance required by a court or governmental agency or an agreement to which
7 the principal is a party

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

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

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

13 (____) Provide normal domestic help, usual vacations and travel
14 expenses, and funds for shelter, clothing, food, appropriate education, including
15 postsecondary and vocational education, and other current living costs for the
16 individuals described above

17 (____) Pay expenses for necessary health care and custodial care on
18 behalf of the individuals described above

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

25 (____) Continue provisions made by the principal for automobiles or other
26 means of transportation, including registering, licensing, insuring, and replacing the
27 means of transportation, for the individuals described above

28 (____) Maintain credit and debit accounts for the convenience of the
29 individuals described above and open new accounts

30 (____) Continue payments incidental to the membership or affiliation of
31 the principal in a religious institution, club, society, order, or other organization or to
32 continue contributions to those organizations

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

1 All of the above

2 K. Benefits from Governmental Programs or Civil or Military Service
3 (including any benefit, program, or assistance provided under a statute or regulation
4 including Social Security, Medicare, and Medicaid) – With respect to this subject, I
5 authorize my agent to:

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

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

16 Enroll in, apply for, select, reject, change, amend, or discontinue,
17 on the principal’s behalf, a benefit or program

18 Prepare, file, and maintain a claim of the principal for a benefit or
19 assistance, financial or otherwise, to which the principal may be entitled under a
20 statute or regulation

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

25 Receive the financial proceeds of a claim described above and
26 conserve, invest, disburse, or use for a lawful purpose anything so received

27 All of the above

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

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

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

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

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

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

7 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §
8 457(b); and

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

12 Select the form and timing of payments under a retirement plan
13 and withdraw benefits from a plan

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

16 Establish a retirement plan in the principal's name

17 Make contributions to a retirement plan

18 Exercise investment powers available under a retirement plan

19 Borrow from, sell assets to, or purchase assets from a retirement
20 plan

21 All of the above

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

23 Prepare, sign, and file federal, state, local, and foreign income, gift,
24 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims
25 for refunds, requests for extension of time, petitions regarding tax matters, and other
26 tax-related documents, including receipts, offers, waivers, consents, including
27 consents and agreements under Internal Revenue Code Section 2032(A), 26 U.S.C. §
28 2032(A), closing agreements, and other powers of attorney required by the Internal
29 Revenue Service or other taxing authority with respect to a tax year on which the
30 statute of limitations has not run and the following 25 tax years

1 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

4 Exercise elections available to the principal under federal, state,
5 local, or foreign tax law

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

8 All of the above

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

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

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

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

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

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

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

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

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

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

4 SPECIAL INSTRUCTIONS (OPTIONAL)

5 You may give special instructions on the following lines:

6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____

13 EFFECTIVE DATE

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

16 TERMINATION DATE (OPTIONAL)

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

19 NOMINATION OF GUARDIAN (OPTIONAL)

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

22 Name of Nominee for guardian of my property:
23 _____
24 Nominee's Address: _____
25 Nominee's Telephone Number: _____

26 Name of Nominee for guardian of my person:
27 _____
28 Nominee's Address: _____
29 Nominee's Telephone Number: _____

30 SIGNATURE AND ACKNOWLEDGMENT

31 _____
32 Your Signature Date

33 _____

1 Your Name Printed
 2 _____
 3 _____
 4 Your Address
 5 _____
 6 Your Telephone Number

7 STATE OF MARYLAND
 8 (COUNTY) OF _____

9 This document was acknowledged before me on
 10 _____,
 11 (Date)

12 by _____.
 13 (Name of Principal)

14 _____ (Seal, if any)
 15 Signature of Notary
 16 My commission expires: _____

17 WITNESS ATTESTATION

18 The foregoing power of attorney was, on the date written above, published and
 19 declared by
 20 _____
 21 (Name of Principal)

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

25 _____
 26 Witness #1 Signature

27 _____
 28 Witness #1 Name Printed

29 _____
 30 _____
 31 Witness #1 Address

32 _____
 33 Witness #1 Telephone Number

34 _____
 35 Witness #2 Signature

36 _____
 37 Witness #2 Name Printed

1 _____

2 _____

3 Witness #2 Address

4 _____

5 Witness #2 Telephone Number

6 This document prepared by:

7 _____

8 _____

9 IMPORTANT INFORMATION FOR AGENT

10 Agent's Duties

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

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

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

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

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

24 _____

25 (Principal's Name) by (Your Signature) as Agent

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

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

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

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

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

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

6 Termination of Agent's Authority

7 You must stop acting on behalf of the principal if you learn of any event that
8 terminates this power of attorney or your authority under this power of attorney.
9 Events that terminate a power of attorney or your authority to act under a power of
10 attorney include:

11 (1) Death of the principal;

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

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

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

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

18 Liability of Agent

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

23 If there is anything about this document or your duties that you do not understand,
24 you should seek legal advice."

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