

SENATE BILL 649

N2

8lr2457
CF HB 777

By: **Senator Kelley**

Introduced and read first time: February 1, 2018

Assigned to: Judicial Proceedings

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 16, 2018

CHAPTER _____

1 AN ACT concerning

2 **Estates and Trusts – Elective Share of Surviving Spouse**

3 FOR the purpose of repealing certain provisions of law relating to a surviving spouse
4 making an election to take a certain share of the net estate of the decedent instead
5 of the property left to the surviving spouse under the will; establishing certain
6 purposes of this Act; providing that a surviving spouse may take a certain elective
7 share amount of a certain estate subject to election; specifying the manner in which
8 the value of certain qualifying lifetime transfers, augmented estate, and estate
9 subject to election shall be calculated; recodifying certain provisions of law relating
10 to the right of election of a surviving spouse and certain time limits to elect to take
11 an elective share; providing that the right of election may be exercised by a certain
12 guardian of the property of the surviving spouse or a certain agent of the surviving
13 spouse under certain circumstances; requiring the guardian of the property or the
14 agent to provide certain notice before exercising the right of election of a surviving
15 spouse; providing that an exercise of the right of election by the guardian of the
16 property or the agent is valid except under certain circumstances; establishing
17 certain procedures and a certain form for an election to take an elective share;
18 authorizing the waiver of a certain right of election; requiring certain fiduciaries to
19 deliver certain information and provide certain notice relating to a certain elective
20 share of a surviving spouse; requiring a certain trustee to provide certain notice
21 relating to the trust within a certain period of time; requiring the surviving spouse
22 to deliver certain information to certain fiduciaries under certain circumstances;
23 establishing the priority to be used in determining the sources from which a certain
24 elective share amount is payable; establishing the manner of payment of a certain
25 elective share under certain circumstances; providing certain immunity for certain

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 payors and other third parties who make certain payments or transfers before
 2 receiving notice of a certain election; establishing the effect of an election to take a
 3 certain elective share on the rights of the surviving spouse under a certain will and
 4 certain revocable trust; requiring certain persons, on the payment of an elective
 5 share, to file with a certain register of wills a certain statement; requiring the
 6 register, on a certain request, to redact from the statement certain information;
 7 requiring the register, on receipt of a certain request, to certify in a certain manner
 8 the accuracy of the calculation and payment of the elective share; requiring certain
 9 persons to deliver to the register certain information and documentation; prohibiting
 10 the register from disclosing certain information or documentation; authorizing the
 11 orphans' court, or the court exercising jurisdiction of the orphans' court in a county,
 12 to pass orders that may be necessary to determine the value or sources of payment
 13 of a certain elective share; authorizing the court, in a certain action, to modify, under
 14 certain circumstances, certain calculations or sources of payment of a certain elective
 15 share, consider the circumstances of certain transfers or arrangements, ~~and~~ award
 16 certain attorney's fees, pass certain orders requiring certain individuals to provide
 17 certain information to the court, and transmit certain issues of fact to a certain
 18 circuit court; providing that a personal representative is entitled to certain
 19 reimbursement for certain commissions and attorney's fees in connection with an
 20 election to take an elective share; authorizing a court, with respect to a certain minor
 21 or disabled person, to authorize or direct an election to take an elective share without
 22 first appointing a guardian; altering certain provisions in certain statutory forms for
 23 a power of attorney relating to authority to elect to take an elective share in
 24 accordance with this Act; defining certain terms; making stylistic changes; providing
 25 for the application of this Act; and generally relating to the elective share of a
 26 surviving spouse.

27 BY repealing and reenacting, with amendments,

28 Article – Estates and Trusts

29 ~~The Section 2-102(a), 7-603, 13-204(a), 17-202, and 17-203; and the subtitle~~
 30 ~~designation “Subtitle 2. Family Allowance; Dower and Curtesy” immediately~~
 31 ~~preceding Section 3-201; and Section 7-603, 13-204(a), 17-202, and 17-203~~

32 Annotated Code of Maryland
 33 (2017 Replacement Volume)

34 BY repealing and reenacting, without amendments,

35 Article – Estates and Trusts

36 Section 3-201(a)

37 Annotated Code of Maryland
 38 (2017 Replacement Volume)

39 BY repealing

40 Article – Estates and Trusts

41 Section 3-203 through 3-208

42 Annotated Code of Maryland
 43 (2017 Replacement Volume)

1 BY adding to
 2 Article – Estates and Trusts
 3 Section 3–401 through 3–413 to be under the new subtitle “Subtitle 4. Elective Share
 4 of Surviving Spouse”; and 14.5–605
 5 Annotated Code of Maryland
 6 (2017 Replacement Volume)

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

9 **Article – Estates and Trusts**

10 2–102.

11 (a) **(1)** The court may [conduct judicial probate, direct the conduct of a
 12 personal representative, and pass orders which may be required in the course of the
 13 administration of an estate of a decedent. It may summon witnesses]:

14 **(I) CONDUCT JUDICIAL PROBATE;**

15 **(II) DIRECT THE CONDUCT OF A PERSONAL REPRESENTATIVE;**

16 **(III) SUMMON WITNESSES; AND**

17 **(IV) PASS ORDERS THAT MAY BE:**

18 **1. REQUIRED IN THE COURSE OF THE ADMINISTRATION**
 19 **OF AN ESTATE OF A DECEDENT; OR**

20 **2. NECESSARY TO DETERMINE THE VALUE OR SOURCES**
 21 **OF PAYMENT OF AN ELECTIVE SHARE UNDER § 4–413 OF THIS ARTICLE.**

22 **(2)** The court may not, under pretext of incidental power or constructive
 23 authority, exercise any jurisdiction not expressly conferred.

24 Subtitle 2. Family Allowance [and Statutory Share of Surviving Spouse]; **DOWER AND**
 25 **CURTESY.**

26 3–201.

27 (a) The surviving spouse is entitled to receive an allowance of \$10,000 for personal
 28 use.

29 [3–203.

1 (a) In this section, “net estate” means the property of the decedent passing by
2 testate succession, without a deduction for State or federal estate or inheritance taxes, and
3 reduced by:

4 (1) Funeral and administration expenses;

5 (2) Family allowances; and

6 (3) Enforceable claims and debts against the estate.

7 (b) Instead of property left to the surviving spouse by will, the surviving spouse
8 may elect to take a one-third share of the net estate if there is also a surviving issue, or a
9 one-half share of the net estate if there is no surviving issue.

10 (c) The surviving spouse who makes this election may not take more than a
11 one-half share of the net estate.

12 (d) For the purposes of this section, the net estate and the property allocable to a
13 share of a surviving spouse shall be valued as of the date or dates of distribution.

14 (e) (1) For the purposes of this section, a surviving spouse who has elected to
15 take against a will shall be entitled to the surviving spouse’s portion of the income earned
16 on the net estate during the period of administration based on a one-third or one-half
17 share, whichever is applicable.

18 (2) If one or more distributions have been made to a surviving spouse or
19 another person that require an adjustment in the relative interests of the beneficiaries, the
20 applicable share shall be adjusted.]

21 [3-204.

22 The right of election of the surviving spouse is personal to him. It is not transferable
23 and cannot be exercised subsequent to his death. If the surviving spouse is under 18 years
24 of age or under disability, the election may be exercised by order of the court having
25 jurisdiction of the person or property of the spouse or person under disability.]

26 [3-205.

27 The right of election of a surviving spouse may be waived before or after marriage by
28 a written contract, agreement, or waiver signed by the party waiving the right of election.
29 Unless it provides to the contrary, a waiver of “all rights” in the property or estate of a
30 present or prospective spouse, or a complete property settlement entered into after or in
31 anticipation of separation or divorce, is a waiver of any right to his family allowance as well
32 as to his elective share by each spouse in the property of the spouse, his right to letters
33 under § 5-104 of this article, and is an irrevocable renunciation of any benefit which would
34 pass to him from the other by intestate succession, by statutory share, or by virtue of the
35 provisions of a will executed before the waiver or property settlement.]

1 [3-206.

2 (a) (1) The election by a surviving spouse to take an elective share shall be
3 made within the later of:

4 (i) Nine months after the date of the decedent's death; or

5 (ii) Six months after the first appointment of a personal
6 representative under a will.

7 (2) (i) Within the period for making an election, the surviving spouse
8 may file with the court a petition for an extension of time, with a copy given to the personal
9 representative.

10 (ii) For good cause shown, the court may extend the time for election
11 for a period not to exceed three months at a time.

12 (b) The surviving spouse may withdraw the election at any time before the
13 expiration of the time for making the election to take an elective share.]

14 [3-207.

15 (a) An election to take an elective share of an estate of a decedent shall be in
16 writing and signed by the surviving spouse or other person entitled to make the election
17 pursuant to § 3-204 of this subtitle, and shall be filed in the court in which the personal
18 representative of the decedent was appointed.

19 (b) The election may be in this form.

20 I, A. B., surviving spouse of C. D., late of the County (City) of....., renounce
21 all provisions in the will of C. D. and elect to take my elective share of the decedent's
22 estate.

23
24 (Signature)]

25 [3-208.

26 (a) (1) Upon the election of the surviving spouse to take the elective share of
27 the property of the decedent, all property or other benefits which would have passed to the
28 surviving spouse under the will shall be treated as if the surviving spouse had died before
29 the execution of the will.

30 (2) The surviving spouse and a person claiming through the surviving
31 spouse may not receive property under the will.

32 (b) (1) If there is an election to take an elective share, contribution to the

1 payment of it shall be prorated among all legatees.

2 (2) Instead of contributing an interest in specific property to the elective
3 share, a legatee or legatees, but not the personal representative, may pay the surviving
4 spouse in cash, or other property acceptable to the spouse, an amount equal to the fair
5 market value of the surviving spouse's interest in specific property on the date or dates of
6 distribution.

7 (3) Unless specifically provided in the will, a legatee is not entitled to
8 sequestration or compensation from another legatee, or from another part of the estate of
9 the decedent, except that an interest renounced by the surviving spouse and not included
10 in the share of the net estate received by the surviving spouse under this section may be
11 subject to sequestration for the benefit of individuals who are the natural objects of the
12 bounty of the decedent, in order to avoid a substantial distortion of the intended
13 dispositions of the testator.]

14 SUBTITLE 4. ELECTIVE SHARE OF SURVIVING SPOUSE.

15 3-401.

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

18 (B) "AUGMENTED ESTATE" MEANS AN ESTATE AS CALCULATED UNDER §
19 3-404 OF THIS SUBTITLE.

20 (C) "COURT" MEANS:

21 (1) EXCEPT WITH RESPECT TO A PROCEEDING UNDER § 12-502 OF
22 THE COURTS ARTICLE OR AS OTHERWISE PROVIDED UNDER THE MARYLAND
23 RULES, THE ORPHANS' COURT, OR THE COURT EXERCISING THE JURISDICTION OF
24 THE ORPHANS' COURT, FOR THE COUNTY IN WHICH THE ELECTION UNDER § 3-403
25 OF THIS SUBTITLE IS FILED; AND

26 (2) WITH RESPECT TO THE ENFORCEMENT OF PAYMENT OF AN
27 ELECTIVE SHARE OR ANY PORTION THEREOF UNDER § 3-410 OF THIS SUBTITLE, THE
28 COURT HAVING JURISDICTION OVER THE PROPERTY FROM WHICH THE PAYMENT IS
29 TO BE MADE.

30 (D) "ESTATE SUBJECT TO ELECTION" MEANS THE PORTION OF AN
31 AUGMENTED ESTATE THAT IS SUBJECT TO ELECTION AS CALCULATED UNDER §
32 3-404 OF THIS SUBTITLE.

33 (E) "MARITAL TRUST" MEANS ANY TRUST CREATED FOR THE EXCLUSIVE
34 LIFETIME BENEFIT OF THE SPOUSE OF A DECEDENT OR OF THE SETTLOR OF THE

1 TRUST IF:

2 (1) THE SPOUSE IS ENTITLED TO ALL INCOME FROM THE PROPERTY
3 HELD BY THE TRUST, PAYABLE ANNUALLY OR AT MORE FREQUENT INTERVALS, OR
4 HAS A USUFRUCT INTEREST FOR LIFE IN THE PROPERTY; AND

5 (2) THE SPOUSE HAS THE POWER TO COMPEL THE TRUSTEES OF THE
6 TRUST TO CONVERT UNPRODUCTIVE ASSETS INTO INCOME-PRODUCING ASSETS.

7 (F) "PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN" MEANS
8 THE PERSON RESPONSIBLE FOR FILING A MARYLAND ESTATE TAX RETURN FOR A
9 DECEDENT UNDER § 7-305 OF THE TAX - GENERAL ARTICLE, REGARDLESS OF
10 WHETHER A MARYLAND ESTATE TAX RETURN ACTUALLY IS REQUIRED TO BE FILED
11 FOR THE DECEDENT.

12 (G) "PROBATE ESTATE" MEANS ALL PROPERTY PASSING BY TESTATE
13 SUCCESSION.

14 (H) "QUALIFYING JOINT INTEREST" MEANS AN INTEREST IN PROPERTY
15 HELD AS A JOINT TENANT WITH RIGHT OF SURVIVORSHIP OR EQUIVALENT, OR A
16 TENANCY-BY-THE-ENTIRETIES EQUAL TO:

17 (1) IN THE CASE OF A JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
18 OR EQUIVALENT, THE GREATER OF:

19 (I) THE TENANT'S FRACTIONAL INTEREST IN THE PROPERTY;
20 OR

21 (II) THE PERCENTAGE OF THE PROPERTY'S VALUE, EXCLUSIVE
22 OF INCOME OR APPRECIATION, CONTRIBUTED BY THE TENANT; OR

23 (2) IN THE CASE OF A TENANCY-BY-THE-ENTIRETIES, ONE-HALF OF
24 THE VALUE OF THE PROPERTY.

25 (I) (1) "QUALIFYING LIFETIME TRANSFER" MEANS:

26 (I) AN IRREVOCABLE TRANSFER MADE DURING THE LIFETIME
27 OF THE TRANSFEROR IN WHICH THE TRANSFEROR RETAINED FOR A PERIOD
28 ACTUALLY TERMINATING AT OR AFTER THE TRANSFEROR'S DEATH:

29 1. POSSESSION OF THE PROPERTY;

30 2. THE RIGHT TO RECEIVE THE INCOME FROM THE

1 PROPERTY;

2 3. THE USE OR ENJOYMENT OF THE PROPERTY;

3 4. A QUALIFYING JOINT INTEREST;

4 5. A QUALIFYING POWER OF DISPOSITION; OR

5 6. THE RIGHT TO RECEIVE AN ANNUITY OR OTHER
6 PERIODIC PAYMENT FROM THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A
7 PERIODIC PAYMENT BASED ON THE VALUE OF THE PROPERTY;

8 (II) AN IRREVOCABLE TRANSFER MADE DURING THE LIFETIME
9 OF THE TRANSFEROR IN WHICH THE TRANSFEROR RETAINED AN INTEREST
10 DESCRIBED IN ITEM (I) OF THIS PARAGRAPH THAT ACTUALLY TERMINATED BEFORE
11 THE TRANSFEROR'S DEATH, AND THE REMAINING VALUE OF THE PROPERTY
12 TRANSFERRED THEN PASSED TO A RECIPIENT OTHER THAN THE TRANSFEROR OR
13 THE TRANSFEROR'S SPOUSE; OR

14 (III) ANY OTHER IRREVOCABLE TRANSFER MADE DURING THE
15 LIFETIME OF THE TRANSFEROR, OTHER THAN A TRANSFER TO THE TRANSFEROR'S
16 SPOUSE.

17 (2) "QUALIFYING LIFETIME TRANSFER" DOES NOT INCLUDE A
18 TRANSFER MADE IN ACCORDANCE WITH A BONA FIDE SALE FOR ADEQUATE
19 CONSIDERATION IN MONEY OR MONEY'S WORTH.

20 (J) "QUALIFYING POWER OF DISPOSITION" MEANS A POWER, WHETHER OR
21 NOT THE HOLDER HAS THE CAPACITY TO EXERCISE THAT POWER, BY WHICH THE
22 HOLDER, DURING THE LIFE OF THE HOLDER OR ON THE HOLDER'S DEATH, MAY:

23 (1) APPOINT THE PROPERTY SUBJECT TO THE POWER TO THE
24 HOLDER, THE HOLDER'S ESTATE, THE HOLDER'S CREDITORS, OR THE CREDITORS OF
25 THE HOLDER'S ESTATE, UNLESS THE POWER OF APPOINTMENT IS NOT CREATED,
26 DIRECTLY OR INDIRECTLY, BY THE HOLDER AND IS LIMITED BY AN ASCERTAINABLE
27 STANDARD RELATING TO THE HOLDER'S HEALTH, EDUCATION, SUPPORT, OR
28 MAINTENANCE;

29 (2) DESIGNATE THE RECIPIENT OR RECIPIENTS OF THE PROPERTY
30 ON THE HOLDER'S DEATH, INCLUDING IN ACCORDANCE WITH A BENEFICIARY
31 DESIGNATION, A PAYABLE ON DEATH DESIGNATION, OR A TRANSFER ON DEATH
32 DESIGNATION; OR

1 **(3) DETERMINE, ALTER, OR AMEND THE POSSESSION OR ENJOYMENT**
2 **OF, OR THE RIGHT TO INCOME FROM, THE PROPERTY SUBJECT TO THE POWER IF**
3 **THE POWER WAS CREATED, DIRECTLY OR INDIRECTLY, BY THE HOLDER.**

4 **(K) “REVOCABLE” HAS THE MEANING STATED IN § 14.5–103 OF THIS**
5 **ARTICLE.**

6 **(L) “REVOCABLE TRUST OF THE DECEDENT” MEANS ANY TRUST OF WHICH**
7 **A DECEDENT WAS THE SETTLOR THAT WAS REVOCABLE BY THE DECEDENT BEFORE**
8 **THE DECEDENT’S DEATH OR INCAPACITY.**

9 **(M) “SETTLOR” HAS THE MEANING STATED IN § 14.5–103 OF THIS ARTICLE.**

10 **(N) “SPOUSAL BENEFITS” MEANS THE AGGREGATE VALUE OF PROPERTY**
11 **PASSING TO OR IN TRUST FOR THE BENEFIT OF THE SURVIVING SPOUSE BY REASON**
12 **OF A DECEDENT’S DEATH AND PROPERTY HELD FOR THE BENEFIT OF THE**
13 **SURVIVING SPOUSE IN ANY TRUST CREATED DURING A DECEDENT’S LIFETIME OF**
14 **WHICH THE DECEDENT WAS A SETTLOR, REDUCED BY:**

15 **(1) WITH RESPECT TO PROPERTY THAT THE DECEDENT OWNED**
16 **JOINTLY WITH THE SURVIVING SPOUSE, THAT PORTION OF THE VALUE OF THE**
17 **PROPERTY THAT IS NOT INCLUDED IN THE ESTATE SUBJECT TO ELECTION;**

18 **(2) THE VALUE OF ASSETS PASSING BY REASON OF THE DECEDENT’S**
19 **DEATH TO ANY TRUST OF WHICH THE SURVIVING SPOUSE IS NOT THE SOLE**
20 **BENEFICIARY DURING THE SURVIVING SPOUSE’S LIFETIME;**

21 **(3) THE VALUE OF ASSETS HELD IN ANY TRUST CREATED DURING THE**
22 **DECEDENT’S LIFETIME OF WHICH:**

23 **(I) THE DECEDENT WAS A SETTLOR; AND**

24 **(II) THE SURVIVING SPOUSE IS NOT THE SOLE BENEFICIARY**
25 **DURING THE SURVIVING SPOUSE’S LIFETIME;**

26 **(4) ONE-QUARTER OF THE AGGREGATE VALUE OF ASSETS PASSING**
27 **BY REASON OF THE DECEDENT’S DEATH TO, OR HELD AT THE TIME OF THE**
28 **DECEDENT’S DEATH IN, ANY MARITAL TRUST;**

29 **(5) ONE-THIRD OF THE AGGREGATE VALUE OF ASSETS PASSING BY**
30 **REASON OF THE DECEDENT’S DEATH TO, OR HELD AT THE TIME OF THE DECEDENT’S**
31 **DEATH IN, ANY TRUST, WHETHER TESTAMENTARY OR CREATED DURING THE**
32 **DECEDENT’S LIFETIME:**

1 **(I) EXCLUDING A TRUST DESCRIBED UNDER ITEM (4) OF THIS**
2 **SUBSECTION;**

3 **(II) OF WHICH THE DECEDENT WAS A SETTLOR, IF THE TRUST**
4 **WAS CREATED DURING THE DECEDENT'S LIFETIME;**

5 **(III) THAT IS HELD FOR THE EXCLUSIVE LIFETIME BENEFIT OF**
6 **THE SURVIVING SPOUSE; AND**

7 **(IV) FROM WHICH THE TRUSTEES MAY MAKE DISTRIBUTIONS TO**
8 **OR FOR THE BENEFIT OF THE SURVIVING SPOUSE IN ACCORDANCE WITH A**
9 **STANDARD NOT MORE RESTRICTIVE THAN THAT UNDER § 14-402(B)(3) OF THIS**
10 **ARTICLE; AND**

11 **(6) THE ENTIRE VALUE OF ANY TRUST FOR THE EXCLUSIVE LIFETIME**
12 **BENEFIT OF THE SURVIVING SPOUSE THAT IS NOT A MARITAL TRUST AND IS NOT**
13 **DESCRIBED UNDER ITEM (5) OF THIS SUBSECTION.**

14 **(O) "VALUE" MEANS:**

15 **(1) FOR AN ASSET INCLUDED IN THE GROSS ESTATE OF A DECEDENT**
16 **UNDER § 7-301(B) OF THE TAX – GENERAL ARTICLE, THE VALUE OF THE ASSET**
17 **UNDER TITLE 7, SUBTITLE 3 OF THE TAX – GENERAL ARTICLE, IF A MARYLAND**
18 **ESTATE TAX RETURN IS REQUIRED TO BE FILED WITH RESPECT TO THE DECEDENT;**
19 **AND**

20 **(2) FOR ANY OTHER ASSET, THE VALUE OF THE ASSET UNDER § 7-202**
21 **OF THIS ARTICLE, REGARDLESS OF WHETHER THE ASSET IS REQUIRED TO BE**
22 **REPORTED ON AN INVENTORY.**

23 **3-402.**

24 **THE PURPOSES OF THIS SUBTITLE ARE:**

25 **(1) TO ENSURE THAT A SURVIVING SPOUSE IS REASONABLY**
26 **PROVIDED FOR DURING THE SURVIVING SPOUSE'S REMAINING LIFETIME; AND**

27 **(2) SUBJECT TO ITEM (1) OF THIS SECTION, TO PROVIDE A TESTATOR**
28 **FLEXIBILITY IN ORDERING THE TESTATOR'S AFFAIRS.**

29 **3-403.**

30 **THE SURVIVING SPOUSE MAY ELECT TO TAKE AN ELECTIVE SHARE OF AN**
31 **ESTATE SUBJECT TO ELECTION AS FOLLOWS:**

1 **(1) IF THERE IS SURVIVING ISSUE, THE ELECTIVE SHARE SHALL**
2 **EQUAL ONE-THIRD OF THE VALUE OF THE ESTATE SUBJECT TO ELECTION, REDUCED**
3 **BY THE VALUE OF ALL SPOUSAL BENEFITS; OR**

4 **(2) IF THERE IS NO SURVIVING ISSUE, THE ELECTIVE SHARE SHALL**
5 **EQUAL ONE-HALF OF THE VALUE OF THE ESTATE SUBJECT TO ELECTION, REDUCED**
6 **BY THE VALUE OF ALL SPOUSAL BENEFITS.**

7 **3-404.**

8 **(A) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE VALUE OF**
9 **THE DECEDENT'S AUGMENTED ESTATE SHALL BE CALCULATED BY TOTALING THE**
10 **VALUE OF:**

11 **(I) THE PROBATE ESTATE OF THE DECEDENT;**

12 **(II) ALL REVOCABLE TRUSTS OF THE DECEDENT;**

13 **(III) ALL PROPERTY WITH RESPECT TO WHICH THE DECEDENT,**
14 **IMMEDIATELY BEFORE DEATH, HELD A QUALIFYING POWER OF DISPOSITION;**

15 **(IV) ALL QUALIFYING JOINT INTERESTS OF THE DECEDENT; AND**

16 **(V) ALL QUALIFYING LIFETIME TRANSFERS OF THE DECEDENT.**

17 **(2) IF A PROPERTY INTEREST IS INCLUDED IN THE AUGMENTED**
18 **ESTATE UNDER MORE THAN ONE ITEM OF PARAGRAPH (1) OF THIS SUBSECTION,**
19 **ONLY THE ITEM RESULTING IN THE LARGEST AUGMENTED ESTATE SHALL APPLY.**

20 **(B) THE ESTATE SUBJECT TO ELECTION SHALL BE CALCULATED BY**
21 **REDUCING THE VALUE OF THE DECEDENT'S AUGMENTED ESTATE BY:**

22 **(1) FUNERAL AND ADMINISTRATION EXPENSES PAYABLE FROM THE**
23 **AUGMENTED ESTATE;**

24 **(2) FAMILY ALLOWANCES PAYABLE FROM THE AUGMENTED ESTATE;**

25 **(3) ENFORCEABLE CLAIMS AND DEBTS AGAINST ANY PART OF THE**
26 **AUGMENTED ESTATE;**

27 **(4) THE VALUE OF ANY ASSETS INCLUDED IN THE AUGMENTED**
28 **ESTATE THAT, AT THE TIME OF THE DECEDENT'S DEATH, WERE HELD IN A TRUST OF**
29 **WHICH THE DECEDENT IS NOT A SETTLOR, IF:**

1 (I) THE ASSETS WERE NOT PREVIOUSLY OWNED BY THE
2 DECEDENT; OR

3 (II) THE ASSETS WERE PREVIOUSLY OWNED BY THE DECEDENT
4 BUT WERE SOLD BY THE DECEDENT IN ACCORDANCE WITH A BONA FIDE SALE FOR
5 ADEQUATE CONSIDERATION IN MONEY OR MONEY'S WORTH;

6 (5) THE VALUE OF ANY ASSETS INCLUDED IN THE AUGMENTED
7 ESTATE UNDER SUBSECTION (A)(1)(III) OF THIS SECTION THAT, AT THE TIME OF THE
8 DECEDENT'S DEATH, WERE HELD:

9 (I) IN A TRUST ESTABLISHED UNDER § 1917(C)(2)(B)(III),
10 (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY ACT;

11 (II) IN AN ACCOUNT ESTABLISHED UNDER § 529A OF THE
12 INTERNAL REVENUE CODE; OR

13 (III) IN A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN
14 INDIVIDUAL WHO IS DISABLED AS DEFINED IN § 1614(A)(3) OF THE SOCIAL
15 SECURITY ACT;

16 (6) THE VALUE OF ANY PROPERTY INCLUDED IN THE AUGMENTED
17 ESTATE UNDER SUBSECTION (A)(1)(III), (IV), OR (V) OF THIS SECTION, THE
18 DISPOSITION OF WHICH THE SURVIVING SPOUSE OF THE DECEDENT CONSENTED TO
19 IN WRITING DURING THE DECEDENT'S LIFETIME OTHER THAN BY MEANS OF
20 SPOUSAL CONSENT TO SPLIT-GIFT TREATMENT UNDER THE FEDERAL GIFT TAX
21 LAWS;

22 (7) THE VALUE OF ANY QUALIFYING LIFETIME TRANSFER OF THE
23 DECEDENT DESCRIBED IN § 3-401(I)(1)(II) OF THIS SUBTITLE WHERE:

24 (I) THE INITIAL TRANSFER TOOK PLACE BEFORE THE
25 DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT; OR

26 (II) THE DECEDENT'S INTEREST IN THE PROPERTY
27 TRANSFERRED TERMINATED MORE THAN 2 YEARS BEFORE THE DECEDENT'S DEATH;

28 (8) THE VALUE OF ANY QUALIFYING LIFETIME TRANSFER OF THE
29 DECEDENT DESCRIBED IN § 3-401(I)(1)(III) OF THIS SUBTITLE THAT OCCURRED
30 BEFORE THE LATER OF:

31 (I) THE DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF

1 THE DECEDENT; OR

2 (II) 2 YEARS BEFORE THE DECEDENT'S DEATH;

3 (9) THE VALUE OF ANY INTEREST IN REAL PROPERTY INCLUDED IN
4 THE AUGMENTED ESTATE BY REASON OF THE DECEDENT'S RETENTION OF A LIFE
5 ESTATE IN THE REAL PROPERTY IF:

6 (I) AT THE TIME OF THE DECEDENT'S DEATH, THE DECEDENT
7 HELD NO QUALIFYING POWER OF DISPOSITION OVER THE REAL PROPERTY; AND

8 (II) THE DECEDENT'S LIFE ESTATE IN THE PROPERTY WAS
9 CREATED MORE THAN 2 YEARS BEFORE THE DECEDENT'S DEATH; AND

10 (10) THE VALUE OF THE PROCEEDS OF AN INSURANCE POLICY ON THE
11 DECEDENT'S LIFE IN EXCESS OF THE NET CASH SURRENDER VALUE OF THE POLICY
12 IMMEDIATELY BEFORE THE DECEDENT'S DEATH OR, IN THE CASE OF TERM
13 INSURANCE, IN EXCESS OF THE TOTAL PREMIUMS PAID, IF:

14 (I) THE PROCEEDS ARE INCLUDED IN THE AUGMENTED
15 ESTATE;

16 (II) THE PROCEEDS ARE PAYABLE TO OR FOR THE EXCLUSIVE
17 LIFETIME BENEFIT OF AN ANCESTOR, A DESCENDANT, A STEP-DESCENDANT, OR A
18 SIBLING OF THE DECEDENT; AND

19 (III) 1. THE POLICY WAS PURCHASED BEFORE THE
20 DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT;

21 2. THE POLICY WAS PURCHASED MORE THAN 5 YEARS
22 BEFORE THE DECEDENT'S DEATH; OR

23 3. THE SURVIVING SPOUSE OF THE DECEDENT
24 CONSENTED IN WRITING DURING THE DECEDENT'S LIFETIME TO THE DISPOSITION
25 OF THE PROCEEDS AS DESCRIBED IN ITEM (II) OF THIS ITEM.

26 (C) (1) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED
27 UNDER § 3-401(I)(1)(I) OF THIS SUBTITLE SHALL BE DETERMINED AS IF THE
28 PROPERTY STILL WAS OWNED BY THE TRANSFEROR.

29 (2) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED
30 UNDER § 3-401(I)(1)(II) OF THIS SUBTITLE SHALL BE DETERMINED AS OF THE DATE
31 OF THE TERMINATION OF THE TRANSFEROR'S INTEREST IN THE PROPERTY

1 TRANSFERRED.

2 (3) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED
3 UNDER § 3-401(I)(1)(III) OF THIS SUBTITLE SHALL BE DETERMINED AS OF THE DATE
4 OF THE TRANSFER.

5 3-405.

6 (A) THE RIGHT OF ELECTION OF A SURVIVING SPOUSE:

7 (1) IS PERSONAL TO THE SURVIVING SPOUSE;

8 (2) IS NOT TRANSFERABLE; AND

9 (3) CANNOT BE EXERCISED AFTER THE SURVIVING SPOUSE'S DEATH.

10 (B) SUBJECT TO SUBSECTION (C) OF THIS SECTION, IF THE SURVIVING
11 SPOUSE IS A MINOR OR INCAPACITATED WITHIN THE MEANING OF § 17-101(C) OF
12 THIS ARTICLE, THE ELECTION MAY BE EXERCISED BY:

13 (1) AN ORDER OF THE COURT HAVING JURISDICTION OF THE PERSON
14 OR PROPERTY OF THE MINOR OR INCAPACITATED PERSON;

15 (2) A GUARDIAN OF THE PROPERTY OF THE SURVIVING SPOUSE WHO
16 HAS BEEN SPECIFICALLY AUTHORIZED TO MAKE THE ELECTION BY ORDER OF THE
17 COURT HAVING SUPERVISION OF THE GUARDIANSHIP; OR

18 (3) AN AGENT DESIGNATED BY THE SURVIVING SPOUSE UNDER A
19 POWER OF ATTORNEY THAT SPECIFICALLY AUTHORIZES THE AGENT TO MAKE THE
20 ELECTION.

21 (C) (1) BEFORE A GUARDIAN OF THE PROPERTY OF THE SURVIVING
22 SPOUSE OR AN AGENT DESIGNATED BY THE SURVIVING SPOUSE UNDER A POWER OF
23 ATTORNEY MAY EXERCISE A RIGHT OF ELECTION UNDER SUBSECTION (B) OF THIS
24 SECTION, THE GUARDIAN OF THE PROPERTY OR THE AGENT SHALL DELIVER NOTICE
25 OF THE ELECTION TO:

26 (I) ALL INTERESTED PERSONS IN THE DECEDENT'S ESTATE;
27 AND

28 (II) ALL PERSONS WHO WOULD INHERIT FROM THE SURVIVING
29 SPOUSE UNDER SUBTITLE 1 OF THIS TITLE IF THE SURVIVING SPOUSE DIED
30 INTESTATE AND UNMARRIED AT THE TIME THE ELECTION IS MADE.

1 **(2) AN EXERCISE OF A RIGHT OF ELECTION UNDER SUBSECTION (B)**
2 **OF THIS SECTION IS VALID UNLESS:**

3 **(I) WITHIN 30 DAYS FOLLOWING THE DELIVERY OF NOTICE OF**
4 **THE ELECTION IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION, A**
5 **PERSON MAKES AN OBJECTION TO THE ELECTION IN THE COURT IN WHICH THE**
6 **ELECTION WAS FILED; AND**

7 **(II) FOLLOWING A HEARING ON THAT OBJECTION, THE COURT**
8 **RULES THAT THE ELECTION IS NOT IN THE BEST INTERESTS OF THE SURVIVING**
9 **SPOUSE.**

10 **3-406.**

11 **(A) THE RIGHT OF ELECTION OF A SURVIVING SPOUSE MAY BE WAIVED**
12 **BEFORE OR AFTER MARRIAGE BY A WRITTEN CONTRACT, AGREEMENT, OR WAIVER**
13 **SIGNED BY THE PARTY WAIVING THE RIGHT OF ELECTION.**

14 **(B) UNLESS THE WAIVER PROVIDES TO THE CONTRARY, A WAIVER OF “ALL**
15 **RIGHTS”, OR EQUIVALENT LANGUAGE, IN THE PROPERTY OR ESTATE OF A PRESENT**
16 **OR PROSPECTIVE SPOUSE OR A COMPLETE PROPERTY SETTLEMENT ENTERED INTO**
17 **AFTER OR IN ANTICIPATION OF SEPARATION OR DIVORCE IS A WAIVER OF ALL**
18 **RIGHTS OF FAMILY ALLOWANCE AND ELECTIVE SHARE BY EACH SPOUSE IN THE**
19 **PROPERTY OF THE OTHER AND THE RIGHT TO LETTERS UNDER § 5-104 OF THIS**
20 **ARTICLE, AND IS AN IRREVOCABLE RENUNCIATION BY EACH SPOUSE OF ALL**
21 **BENEFITS THAT WOULD OTHERWISE PASS TO THE SPOUSE FROM THE OTHER BY**
22 **INTESTATE SUCCESSION, BY ELECTIVE SHARE, OR BY VIRTUE OF A WILL OR**
23 **REVOCABLE TRUST OF THE PRESENT OR PROSPECTIVE SPOUSE EXECUTED BEFORE**
24 **THE WAIVER OR PROPERTY SETTLEMENT.**

25 **3-407.**

26 **(A) (1) THE ELECTION BY A SURVIVING SPOUSE TO TAKE AN ELECTIVE**
27 **SHARE SHALL BE MADE WITHIN THE LATER OF:**

28 **(I) 9 MONTHS AFTER THE DATE OF THE DECEDENT’S DEATH; OR**

29 **(II) 6 MONTHS AFTER THE FIRST APPOINTMENT OF A PERSONAL**
30 **REPRESENTATIVE.**

31 **(2) (I) WITHIN THE PERIOD FOR MAKING AN ELECTION, THE**
32 **SURVIVING SPOUSE MAY FILE WITH THE COURT A PETITION FOR AN EXTENSION OF**
33 **TIME, WITH A COPY GIVEN TO THE PERSONAL REPRESENTATIVE.**

1 (II) FOR GOOD CAUSE SHOWN, THE COURT MAY EXTEND THE
2 TIME FOR ELECTION FOR A PERIOD NOT TO EXCEED 3 MONTHS AT A TIME.

3 (B) THE SURVIVING SPOUSE MAY WITHDRAW THE ELECTION AT ANY TIME
4 BEFORE THE EXPIRATION OF THE TIME FOR MAKING THE ELECTION TO TAKE AN
5 ELECTIVE SHARE.

6 3-408.

7 (A) (1) AN ELECTION TO TAKE AN ELECTIVE SHARE UNDER THIS
8 SUBTITLE:

9 (I) SHALL BE IN WRITING AND SIGNED BY THE SURVIVING
10 SPOUSE OR OTHER PERSON ENTITLED TO MAKE THE ELECTION UNDER § 3-405 OF
11 THIS SUBTITLE; AND

12 (II) 1. SHALL BE FILED IN THE COURT IN WHICH THE
13 PERSONAL REPRESENTATIVE OF THE DECEDENT WAS APPOINTED; OR

14 2. IF NO PERSONAL REPRESENTATIVE OF THE
15 DECEDENT HAS BEEN APPOINTED, SHALL BE FILED IN THE COURT FOR THE
16 JURISDICTION IN WHICH THE VENUE WOULD BE PROPER UNDER § 5-103 OF THIS
17 ARTICLE.

18 (2) NOTICE OF THE FILING OF AN ELECTION TO TAKE AN ELECTIVE
19 SHARE UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY BE DELIVERED TO:

20 (I) THE TRUSTEE OF EACH REVOCABLE TRUST OF THE
21 DECEDENT; OR

22 (II) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX
23 RETURN, IF DIFFERENT FROM THE TRUSTEE.

24 (B) THE ELECTION MAY BE IN THE FOLLOWING FORM:

25 "I, A. B., SURVIVING SPOUSE OF C. D., LATE OF THE COUNTY (CITY)
26 OF....., ELECT TO TAKE MY ELECTIVE SHARE OF THE DECEDENT'S ESTATE
27 SUBJECT TO ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE
28 OF THE ANNOTATED CODE OF MARYLAND.

29
30 (SIGNATURE)".

31 3-409.

1 **(A) ON RECEIPT OF A WRITTEN REQUEST BY THE SURVIVING SPOUSE, ALL**
2 **INFORMATION NECESSARY TO CALCULATE THE ELECTIVE SHARE UNDER THIS**
3 **SUBTITLE SHALL BE DELIVERED TO THE SURVIVING SPOUSE BY, AS APPLICABLE:**

4 **(1) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**

5 **(2) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**

6 **(3) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**
7 **RETURN.**

8 **(B) (1) THE FILING OF AN ELECTION TO TAKE THE ELECTIVE SHARE**
9 **UNDER § 3-407 OF THIS SUBTITLE IS DEEMED TO GIVE ADEQUATE NOTICE OF THE**
10 **ELECTION TO, AS APPLICABLE:**

11 **(i) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**

12 **(ii) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE**
13 **DECEDENT; OR**

14 **(iii) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**
15 **RETURN.**

16 **(2) THE PERSON RECEIVING NOTICE OF AN ELECTION TO TAKE THE**
17 **ELECTIVE SHARE UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL PROMPTLY**
18 **DELIVER NOTICE OF THE ELECTION TO EACH PERSON FROM WHOM ANY PORTION OF**
19 **THE ELECTIVE SHARE MAY BE PAYABLE.**

20 **(C) WITHIN 60 DAYS AFTER THE DATE A TRUSTEE OF A REVOCABLE TRUST**
21 **OF THE DECEDENT ACQUIRES KNOWLEDGE OF THE DECEDENT'S DEATH, THE**
22 **TRUSTEE SHALL NOTIFY THE SURVIVING SPOUSE OF THE EXISTENCE OF THE TRUST,**
23 **OF THE IDENTITY OF THE TRUSTEES, AND OF THE SURVIVING SPOUSE'S RIGHT TO**
24 **REQUEST A COPY OF THE TRUST INSTRUMENT.**

25 **(D) ON RECEIPT OF A WRITTEN REQUEST BY THE PERSONAL**
26 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**
27 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**
28 **RETURN, THE SURVIVING SPOUSE SHALL DELIVER TO THE PERSON MAKING THE**
29 **REQUEST ALL INFORMATION RELEVANT TO THE CALCULATION OF THE ELECTIVE**
30 **SHARE UNDER THIS SUBTITLE THAT IS IN THE POSSESSION OF THE SURVIVING**
31 **SPOUSE AND NOT OTHERWISE AVAILABLE TO THE PERSON MAKING THE REQUEST.**

32 **3-410.**

1 **(A) THIS SECTION DOES NOT APPLY IF PAYMENT OF THE ELECTIVE SHARE**
2 **OF A SURVIVING SPOUSE IS OTHERWISE PROVIDED FOR IN:**

3 **(1) (I) THE DECEDENT'S WILL; OR**

4 **(II) THE INSTRUMENT GOVERNING ANY TRUST OF WHICH THE**
5 **DECEDENT WAS THE SETTLOR; OR**

6 **(2) A WRITTEN AGREEMENT BETWEEN THE PERSONS RESPONSIBLE**
7 **FOR PAYING THE ELECTIVE SHARE THAT IS APPROVED BY THE COURT.**

8 **(B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE**
9 **ELECTIVE SHARE OF A SURVIVING SPOUSE SHALL BE PAID:**

10 **(I) FROM THE PORTION OF THE DECEDENT'S PROBATE ESTATE**
11 **THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION AND DOES NOT**
12 **CONSTITUTE ANY PART OF THE SPOUSAL BENEFITS;**

13 **(II) TO THE EXTENT THE ELECTIVE SHARE IS NOT FULLY PAID**
14 **AS PROVIDED IN ITEM (I) OF THIS PARAGRAPH:**

15 **1. FROM THE PORTION OF ANY REVOCABLE TRUST OF**
16 **THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION AND DOES**
17 **NOT CONSTITUTE ANY PART OF THE SPOUSAL BENEFITS; AND**

18 **2. IF THERE IS MORE THAN ONE REVOCABLE TRUST OF**
19 **THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION, THE**
20 **PAYMENT SHALL BE APPORTIONED AMONG THE TRUSTS IN PROPORTION TO THE**
21 **VALUE OF THE ASSETS OF EACH REVOCABLE TRUST THAT ARE AVAILABLE TO**
22 **SATISFY THE ELECTIVE SHARE; AND**

23 **(III) TO THE EXTENT THE ELECTIVE SHARE IS NOT FULLY PAID**
24 **AS PROVIDED IN ITEMS (I) AND (II) OF THIS PARAGRAPH, BY THE RECIPIENTS OF ANY**
25 **OTHER PORTIONS OF THE ESTATE SUBJECT TO ELECTION THAT DO NOT CONSTITUTE**
26 **ANY PART OF THE SPOUSAL BENEFITS, PRORATED AMONG THE RECIPIENTS IN**
27 **PROPORTION TO THE VALUE OF THE ASSETS RECEIVED BY EACH RECIPIENT.**

28 **(2) IF ANY PAYMENT REQUIRED BY THIS SUBSECTION IS PREEMPTED**
29 **BY FEDERAL LAW OR IS TO BE MADE FROM EITHER A TRUST ESTABLISHED UNDER §**
30 **1917(C)(2)(B)(III), (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY**
31 **ACT, AN ACCOUNT ESTABLISHED UNDER § 529A OF THE INTERNAL REVENUE CODE,**
32 **OR A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN INDIVIDUAL WHO IS DISABLED**
33 **AS DEFINED IN § 1614(A)(3) OF THE SOCIAL SECURITY ACT, THE PORTION OF THE**
34 **ELECTIVE SHARE PAYABLE UNDER THIS SUBSECTION SHALL BE APPORTIONED**

1 AMONG THOSE RECIPIENTS WHOSE BENEFITS ARE NOT PREEMPTED UNDER
2 FEDERAL LAW OR WHO ARE NOT BENEFICIARIES OF THOSE TRUSTS OR ACCOUNTS.

3 (C) UNLESS THE SURVIVING SPOUSE AND THE PAYOR AGREE OTHERWISE IN
4 WRITING, EACH PERSON REQUIRED TO PAY A PORTION OF THE ELECTIVE SHARE
5 UNDER THIS SECTION SHALL MAKE PAYMENT:

6 (1) IN A MANNER THAT IS DEEMED TO BE IN ACCORDANCE WITH THE
7 TERMS AND PURPOSES OF ANY INSTRUMENT GOVERNING THE DISPOSITION OF THE
8 PORTION OF THE ESTATE SUBJECT TO ELECTION FROM WHICH THE PORTION OF THE
9 ELECTIVE SHARE IS TO BE PAID; AND

10 (2) (I) IN CASH;

11 (II) WITH A PRORATED SHARE OF EACH ITEM OF PROPERTY
12 FROM WHICH THAT PORTION OF THE ELECTIVE SHARE CAN BE PAID; OR

13 (III) WITH OTHER PROPERTY ACCEPTABLE TO THE SURVIVING
14 SPOUSE, IN AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF THAT PORTION OF
15 THE ELECTIVE SHARE TO BE PAID BY THE PAYOR.

16 (D) A PAYOR OR ANY OTHER THIRD PARTY, OTHER THAN THE PERSONAL
17 REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF
18 THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX
19 RETURN, IS NOT LIABLE FOR HAVING MADE A PAYMENT OR TRANSFERRED AN ITEM
20 OF PROPERTY, OR ANY OTHER BENEFIT FROM WHICH THE ELECTIVE SHARE MIGHT
21 BE PAID, TO A BENEFICIARY DESIGNATED IN A GOVERNING INSTRUMENT OR
22 BENEFICIARY DESIGNATION IF THE PAYMENT OR TRANSFER IS MADE:

23 (1) IN GOOD FAITH RELIANCE ON THE VALIDITY OF THE GOVERNING
24 INSTRUMENT OR BENEFICIARY DESIGNATION ON REQUEST AND SATISFACTORY
25 PROOF OF THE DEATH OF THE DECEDENT; AND

26 (2) BEFORE THE PAYOR OR OTHER THIRD PARTY RECEIVES WRITTEN
27 NOTICE OF THE ELECTION BY THE SURVIVING SPOUSE TO RECEIVE THE ELECTIVE
28 SHARE UNDER THIS SUBTITLE.

29 3-411.

30 (A) ON THE ELECTION OF THE SURVIVING SPOUSE TO TAKE AN ELECTIVE
31 SHARE UNDER THIS SUBTITLE, ALL PROPERTY OR OTHER BENEFITS THAT WOULD
32 HAVE PASSED TO THE SURVIVING SPOUSE UNDER THE WILL, OTHER THAN ANY
33 PORTION OF THE SPOUSAL BENEFITS, SHALL BE TREATED AS IF THE SURVIVING
34 SPOUSE HAD DIED BEFORE THE EXECUTION OF THE WILL.

1 **(B) THE SURVIVING SPOUSE AND A PERSON CLAIMING THROUGH THE**
2 **SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY UNDER THE WILL, OTHER THAN**
3 **PROPERTY FORMING ANY PORTION OF THE SPOUSAL BENEFITS.**

4 **3-412.**

5 **(A) (1) ON THE FINAL PAYMENT OF AN ELECTIVE SHARE, THE PERSONAL**
6 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**
7 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**
8 **RETURN, AS APPROPRIATE, SHALL FILE WITH THE REGISTER FOR THE COUNTY IN**
9 **WHICH THE ELECTION UNDER § 3-403 OF THIS SUBTITLE IS FILED A SIGNED**
10 **STATEMENT, WHICH HAS BEEN VERIFIED BY THE SURVIVING SPOUSE, STATING THE**
11 **VALUE OF THE ELECTIVE SHARE AND THAT THE ELECTIVE SHARE HAS BEEN PAID IN**
12 **FULL.**

13 **(2) ON THE REQUEST OF THE SURVIVING SPOUSE, THE PERSONAL**
14 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**
15 **THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**
16 **RETURN, THE REGISTER SHALL REDACT FROM THE STATEMENT FILED IN**
17 **ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION THE VALUE OF THE**
18 **ELECTIVE SHARE.**

19 **(B) (1) ON THE REQUEST OF THE SURVIVING SPOUSE, THE PERSONAL**
20 **REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF**
21 **THE DECEDENT, THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN,**
22 **ANY PAYOR OF ANY PORTION OF THE ELECTIVE SHARE, OR ANY OTHER PERSON**
23 **HAVING AN INTEREST IN THE ASSETS FROM WHICH THE ELECTIVE SHARE HAS BEEN**
24 **PAID, THE REGISTER SHALL CERTIFY IN WRITING THE ACCURACY OF THE**
25 **CALCULATION AND PAYMENT OF THE ELECTIVE SHARE.**

26 **(2) IF A CERTIFICATION IS REQUESTED UNDER THIS SUBSECTION,**
27 **THE SURVIVING SPOUSE, THE PERSONAL REPRESENTATIVE OF THE DECEDENT, THE**
28 **TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT, THE PERSON RESPONSIBLE**
29 **FOR FILING THE ESTATE TAX RETURN, AND ANY PAYOR OF ANY PORTION OF THE**
30 **ELECTIVE SHARE SHALL DELIVER TO THE REGISTER ANY INFORMATION AND**
31 **DOCUMENTATION THAT THE REGISTER MAY DEEM NECESSARY TO VERIFY THE**
32 **ACCURATE CALCULATION OF THE ELECTIVE SHARE AND THE PAYMENT OF THE**
33 **ELECTIVE SHARE IN FULL.**

34 **(3) THE REGISTER MAY NOT DISCLOSE ANY INFORMATION OR**
35 **DOCUMENTATION SUBMITTED TO THE REGISTER IN ACCORDANCE WITH**
36 **PARAGRAPH (2) OF THIS SUBSECTION.**

1 3-413.

2 IN AN ACTION ARISING UNDER THIS SUBTITLE, A COURT MAY:

3 (1) ON A SHOWING OF CLEAR AND CONVINCING EVIDENCE, MODIFY:

4 (I) THE CALCULATION OF THE VALUE OF AN AUGMENTED
5 ESTATE;

6 (II) THE CALCULATION OF THE VALUE OF AN ESTATE SUBJECT
7 TO ELECTION;

8 (III) THE CALCULATION OF THE VALUE OF SPOUSAL BENEFITS;
9 OR

10 (IV) THE SOURCES OF PAYMENT OF AN ELECTIVE SHARE;

11 (2) CONSIDER THE CIRCUMSTANCES OF ANY TRANSFER OR
12 ARRANGEMENT, INCLUDING:

13 (I) THE EXTENT OF CONTROL RETAINED BY THE DECEDENT;

14 (II) THE MOTIVATION FOR THE TRANSFER OR ARRANGEMENT;

15 (III) THE FAMILIAL RELATIONSHIP BETWEEN THE DECEDENT
16 AND THE BENEFICIARY OF THE TRANSFER OR ARRANGEMENT;

17 (IV) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR
18 ARRANGEMENT DEPRIVES THE SURVIVING SPOUSE OF PROPERTY THAT OTHERWISE
19 MIGHT FORM PART OF THE VALUE OF THE AUGMENTED ESTATE, ESTATE SUBJECT
20 TO ELECTION, OR SPOUSAL BENEFITS;

21 (V) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR
22 ARRANGEMENT PROVIDES A BENEFIT TO THE SURVIVING SPOUSE BEYOND WHAT
23 WOULD BE AVAILABLE TO THE SURVIVING SPOUSE AS PART OF THE ELECTIVE
24 SHARE;

25 (VI) THE LENGTH AND NATURE OF THE RELATIONSHIP
26 BETWEEN THE DECEDENT AND THE SURVIVING SPOUSE; AND

27 (VII) THE NATURE AND VALUE OF THE SURVIVING SPOUSE'S
28 ASSETS; ~~AND~~

1 **(3) AWARD REASONABLE ATTORNEY'S FEES;**

2 **(4) PASS ORDERS REQUIRING THE HOLDER OR RECIPIENT OF ANY**
 3 **PORTION OF AN AUGMENTED ESTATE, AN ESTATE SUBJECT TO ELECTION, OR**
 4 **SPOUSAL BENEFITS TO PROVIDE ANY INFORMATION THAT THE COURT CONSIDERS**
 5 **NECESSARY TO DETERMINE THE VALUE OR SOURCES OF PAYMENT OF AN ELECTIVE**
 6 **SHARE; AND**

7 **(5) TRANSMIT ISSUES OF FACT RELATING TO THE VALUE OR SOURCES**
 8 **OF PAYMENT OF AN ELECTIVE SHARE TO THE CIRCUIT COURT OF THE COUNTY IN**
 9 **WHICH THE ELECTION UNDER § 3-403 OF THIS SUBTITLE IS FILED.**

10 7-603.

11 **(A) [When a] A** personal representative or person nominated as personal
 12 representative **WHO** defends or prosecutes a proceeding in good faith and with just cause[,
 13 he] shall be entitled to receive [his] necessary expenses and disbursements from the estate
 14 regardless of the outcome of the proceeding.

15 **(B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IN ADDITION**
 16 **TO THE COMPENSATION PROVIDED FOR IN THIS SUBTITLE, A PERSONAL**
 17 **REPRESENTATIVE IS ENTITLED TO REASONABLE COMMISSIONS OR ATTORNEY'S**
 18 **FEES, AS DETERMINED BY THE COURT, IN CONNECTION WITH AN ELECTION BY A**
 19 **SURVIVING SPOUSE TO TAKE AN ELECTIVE SHARE UNDER § 3-403 OF THIS ARTICLE.**

20 **(2) THE AMOUNT OF COMPENSATION OR ATTORNEY'S FEES**
 21 **CONSENTED TO BY ALL INTERESTED PERSONS IS PRESUMED TO BE REASONABLE.**

22 13-204.

23 **(a) (1)** If a basis exists as described in § 13-201 of this subtitle for assuming
 24 jurisdiction over the property of a minor or disabled person, the circuit court, without
 25 appointing a guardian, may authorize or direct a transaction with respect to the property,
 26 service, or care arrangement of the minor or disabled person.

27 **(2) [These] THE transactions DESCRIBED UNDER PARAGRAPH (1) OF**
 28 **THIS SUBSECTION include [but are not limited to]:**

29 **[(1)] (I)** Payment, delivery, deposit, or retention of funds or property;

30 **[(2)] (II)** Sale, mortgage, lease, or other transfer of property;

31 **[(3)] (III)** Purchase of contracts for an annuity, life care, training, or
 32 education; [or]

1 (IV) MAKING THE ELECTION TO TAKE AN ELECTIVE SHARE OF
 2 AN ESTATE SUBJECT TO ELECTION UNDER § 3-403 OF THIS ARTICLE; OR

3 [(4)] (V) Any other transaction described in:

4 [(i)] 1. § 13-203(c)(2) of this subtitle;

5 [(ii)] 2. Title 9, Subtitle 2 of this article; or

6 [(iii)] 3. § 15-102 of this article.

7 14.5-605.

8 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
 9 INDICATED.

10 (2) "ESTATE SUBJECT TO ELECTION" HAS THE MEANING STATED IN §
 11 3-401 OF THIS ARTICLE.

12 (3) "SPOUSAL BENEFITS" HAS THE MEANING STATED IN § 3-401 OF
 13 THIS ARTICLE.

14 (B) AFTER THE FILING OF AN ELECTION TO TAKE AN ELECTIVE SHARE
 15 UNDER § 3-403 OF THIS ARTICLE BECOMES FINAL:

16 (1) ALL PROPERTY OR OTHER BENEFITS THAT WOULD HAVE PASSED
 17 TO THE SURVIVING SPOUSE UNDER THE TRUST INSTRUMENT, OTHER THAN ANY
 18 PORTION OF THE SPOUSAL BENEFITS, SHALL BE TREATED AS IF THE SURVIVING
 19 SPOUSE HAD DIED ON THE DAY BEFORE THE SETTLOR; AND

20 (2) THE SURVIVING SPOUSE OR A PERSON CLAIMING THROUGH THE
 21 SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY, OTHER THAN PROPERTY
 22 FORMING ANY PORTION OF THE SPOUSAL BENEFITS, UNDER THE TRUST
 23 INSTRUMENT.

24 17-202.

25 "MARYLAND STATUTORY FORM

26 PERSONAL FINANCIAL POWER OF ATTORNEY

27 IMPORTANT INFORMATION AND WARNING

28 You should be very careful in deciding whether or not to sign this document. The powers

1 granted by you (the principal) in this document are broad and sweeping. This power of
 2 attorney authorizes another person (your agent) to make decisions concerning your
 3 property for you (the principal). Your agent will be able to make decisions and act with
 4 respect to your property (including your money) whether or not you are able to act for
 5 yourself.

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

9 You need not grant all of the powers listed below. If you choose to grant less than all of the
 10 listed powers, you may instead use a Maryland Statutory Form Limited Power of Attorney
 11 and mark on that Maryland Statutory Form Limited Power of Attorney which powers you
 12 intend to delegate to your attorney-in-fact (the Agent) and which you do not want the
 13 Agent to exercise.

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

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

18 DESIGNATION OF AGENT

19 This section of the form provides for designation of one agent.

20 If you wish to name coagents, skip this section and use the next section ("Designation of
 21 Coagents").

22 I, _____ ,

23 (Name of Principal)

24 Name the following person as my agent:

25 Name of Agent: _____

26 Agent's Address: _____

27 Agent's Telephone Number: _____

28 DESIGNATION OF COAGENTS (OPTIONAL)

29 This section of the form provides for designation of two or more coagents. Coagents are
 30 required to act together unanimously unless you otherwise provide in this form.

31 I, _____ ,

(Name of Principal)

- 1
- 2 Name the following persons as coagents: _____
- 3 Name of Coagent: _____
- 4 Coagent's Address: _____
- 5 Coagent's Telephone Number: _____
- 6 Name of Coagent: _____
- 7 Coagent's Address: _____
- 8 Coagent's Telephone Number: _____
- 9 Special Instructions Regarding Coagents: _____
- 10 _____
- 11 _____
- 12 _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

- 13
- 14 If my agent is unable or unwilling to act for me, I name as my successor agent:
- 15 Name of Successor Agent: _____
- 16 Successor Agent's
- 17 Address: _____
- 18 Successor Agent's
- 19 Telephone Number: _____
- 20 If my successor agent is unable or unwilling to act for me, I name as my second successor
- 21 agent:
- 22 Name of Second
- 23 Successor Agent: _____
- 24 Second Successor
- 25 Agent's Address: _____
- 26 Second Successor Agent's
- 27 Telephone Number: _____

GRANT OF GENERAL AUTHORITY

28

1 I (“the principal”) grant my agent and any successor agent, with respect to each subject
2 listed below, the authority to do all acts that I could do to:

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

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

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

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

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

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

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

22 SUBJECTS AND AUTHORITY

23 My agent’s authority shall include the authority to act as stated below with regard to each
24 of the following subjects:

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

1 applying for and receiving refunds in connection with them; and (4) purchasing supplies,
2 hiring assistance or labor, and making repairs or alterations to the real property.

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

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

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

1 under a statute or regulation to guarantee or pay premiums of a contract of insurance on
2 the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the
3 interest of the principal in a contract of insurance or annuity; select the form and timing of
4 the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or
5 otherwise, compromise or contest, and apply for refunds in connection with a tax or
6 assessment levied by a taxing authority with respect to a contract of insurance or annuity
7 or the proceeds or liability from the contract of insurance or annuity accruing by reason of
8 the tax or assessment.

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

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

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

1 U.S.C. § 409A – With respect to this subject, I authorize my agent to: select the form and
 2 timing of payments under a retirement plan and withdraw benefits from a plan; make a
 3 rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan
 4 to another; establish a retirement plan in the principal’s name; make contributions to a
 5 retirement plan; exercise investment powers available under a retirement plan; borrow
 6 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting
 7 my agent the authority to create or change a beneficiary designation for a retirement plan
 8 may affect the benefits that I may receive if that authority is exercised. If I grant my agent
 9 the authority to designate the agent, the agent’s spouse, or a dependent of the agent as a
 10 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may
 11 make the property subject to that authority taxable as a part of the agent’s estate.
 12 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for
 13 any retirement plan, and in particular if I wish to authorize the agent to designate as my
 14 beneficiary the agent, the agent’s spouse, or a dependent of the agent, I will explicitly state
 15 this authority in the Special Instructions section that follows or in a separate power of
 16 attorney.

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

29 Digital assets – With respect to this subject, in accordance with the Maryland Fiduciary
 30 Access to Digital Assets Act, my agent shall have authority over and the right to access: (1)
 31 the content of any of my electronic communications; (2) any catalogue of electronic
 32 communications sent or received by me; and (3) any other digital asset in which I have a
 33 right or interest.

34 SPECIAL INSTRUCTIONS (OPTIONAL)

35 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

36 _____
 37 _____
 38 _____
 39 _____
 40 _____
 41 _____
 42 _____

1

2

EFFECTIVE DATE

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

5

TERMINATION DATE (OPTIONAL)

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

8

NOMINATION OF GUARDIAN (OPTIONAL)

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

11 Name of nominee for guardian of my property: _____

12 Nominee's address: _____

13 Nominee's telephone number: _____

14 Name of nominee for guardian of my person: _____

15 Nominee's address: _____

16 Nominee's telephone number: _____

17

DESIGNATION OF AGENT TO MAKE ELECTION TO TAKE ELECTIVE
SHARE (OPTIONAL)

19 IF I AM INCAPACITATED WITHIN THE MEANING OF § 17-101 OF THE ESTATES AND
20 TRUSTS ARTICLE, I DESIGNATE THE FOLLOWING PERSON AS MY AGENT FOR
21 PURPOSES OF MAKING THE ELECTION TO TAKE AN ELECTIVE SHARE OF AN ESTATE
22 SUBJECT TO ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE:

23 NAME OF DESIGNATED AGENT: _____

24 DESIGNATED AGENT'S ADDRESS: _____

25 DESIGNATED AGENT'S TELEPHONE NUMBER: _____

26

SIGNATURE AND ACKNOWLEDGMENT

27 _____
28 Your Signature Date

29 _____
30 Your Name Printed

31 _____
32 _____

1 Your Address

2 _____

3 Your Telephone Number

4 STATE OF MARYLAND

5 (COUNTY) OF _____

6 This document was acknowledged before me on

7 _____

8 (Date)

9 By _____ to be his/her act.

10 (Name of Principal)

11 _____ (SEAL, IF ANY)

12 Signature of Notary

13 My commission expires: _____

14 WITNESS ATTESTATION

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

16 _____

17 (Name of Principal)

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

21 _____

22 Witness #1 Signature

23 _____

24 Witness #1 Name Printed

25 _____

26 _____

27 Witness #1 Address

28 _____

29 Witness #1 Telephone Number

30 _____

31 Witness #2 Signature

32 _____

33 Witness #2 Name Printed

34 _____

35 _____

1 Witness #2 Address

2

3 Witness #2 Telephone Number”

4 17-203.

5 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

6 PLEASE READ CAREFULLY

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

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

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

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

20 Your agent is not entitled to compensation unless you indicate otherwise in the special
21 instructions of this power of attorney. If you indicate that your agent is to receive
22 compensation, your agent is entitled to reasonable compensation or compensation as
23 specified in the Special Instructions.

24 This form provides for designation of one agent. If you wish to name more than one agent
25 you may name a coagent in the Special Instructions. Coagents are required to act together
26 unanimously unless you specify otherwise in the Special Instructions.

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

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

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

33 DESIGNATION OF AGENT

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 section (“Designation of
3 Coagents”).

4 I, _____, name the following person
5 (Name of Principal)
6 as my agent:

7 Name of
8 Agent: _____
9 Agent’s
10 Address: _____
11 Agent’s Telephone
12 Number: _____

13 DESIGNATION OF COAGENTS (OPTIONAL)

14 This section of the form provides for designation of two or more coagents. Coagents are
15 required to act together unanimously unless you otherwise provide in this form.

16 I, _____,
17 (Name of Principal)

18 Name the following persons as coagents:

19 Name of Coagent: _____

20 Coagent’s Address: _____

21 Coagent’s Telephone Number: _____

22 Name of Coagent: _____

23 Coagent’s Address: _____

24 Coagent’s Telephone Number: _____

25 Special Instructions Regarding Coagents: _____

26 _____

27 _____

28 _____

29 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

1 Name of Successor Agent: _____

2 Successor Agent's:

3 Address: _____

4 Successor Agent's Telephone Number: _____

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

7 Name of Second Successor

8 Agent: _____

9 Second Successor Agent's

10 Address: _____

11 Second Successor Agent's Telephone Number: _____

12 GRANT OF GENERAL AUTHORITY

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

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

19 (2) 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 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or
24 communication the agent considers desirable to accomplish a purpose of a transaction,
25 including creating a schedule contemporaneously or at a later time listing some or all of the
26 principal's property and attaching the schedule to this power of attorney;

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

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

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

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

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

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

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

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

11 SUBJECTS AND AUTHORITY

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

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

16 (___) Sell, exchange, convey with or without covenants, representations, or
17 warranties, quitclaim, release, surrender, retain title for security, encumber, partition,
18 consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or
19 other governmental permits, plat or consent to platting, develop, grant an option
20 concerning, lease, sublease, contribute to an entity in exchange for an interest in that
21 entity, or otherwise grant or dispose of an interest in real property or a right incident to
22 real property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 (___) All of the above

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

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

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

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

33 (___) Release, assign, satisfy, or enforce by litigation or otherwise, a security

1 interest, lien, or other claim on behalf of the principal, with respect to tangible personal
2 property or an interest in tangible personal property

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

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

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

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

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

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

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

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

15 All of the above

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

17 Buy, sell, and exchange stocks and bonds

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

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

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

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

26 All of the above

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

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

1 exchange

2 Establish, continue, modify, and terminate option accounts

3 All of the above

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

6 Continue, modify, transact all business in connection with, and
7 terminate an account or other banking arrangement made by or on behalf of the principal

8 Establish, modify, transact all business in connection with, and
9 terminate an account or other banking arrangement with a bank, trust company, savings
10 and loan association, credit union, thrift company, brokerage firm, or other financial
11 institution selected by the agent

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

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

16 Withdraw, by check, money order, electronic funds transfer, or
17 otherwise, money or property of the principal deposited with or left in the custody of a
18 financial institution

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

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

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

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

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

33 Apply for, receive, and use letters of credit, credit cards and debit cards,

1 electronic transaction authorizations, and traveler's checks from a financial institution and
2 give an indemnity or other agreement in connection with letters of credit

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

5 All of the above

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

8 Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

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

12 Enforce the terms of an ownership agreement

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

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

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

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

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

26 (2) Determine:

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

28 (ii) The nature and extent of the business of the entity or
29 business;

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

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

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

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

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

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

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

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

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

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

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

25 (___) All of the above

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

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

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

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

3 Apply for and receive a loan secured by a contract of insurance or
4 annuity

5 Surrender and receive the cash surrender value on a contract of
6 insurance or annuity

7 Exercise an election

8 Exercise investment powers available under a contract of insurance or
9 annuity

10 Change the manner of paying premiums on a contract of insurance or
11 annuity

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

14 Apply for and procure a benefit or assistance under a statute or
15 regulation to guarantee or pay premiums of a contract of insurance on the life of the
16 principal

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

19 Select the form and timing of the payment of proceeds from a contract
20 of insurance or annuity

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

25 All of the above

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

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

32 Demand or obtain money or another thing of value to which the

1 principal is, may become, or claims to be entitled by reason of the fund described above, by
2 litigation or otherwise

3 Exercise for the benefit of the principal a presently exercisable general
4 power of appointment held by the principal

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

9 Initiate, participate in, submit to alternative dispute resolution, settle,
10 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,
11 or surcharge a fiduciary

12 Conserve, invest, disburse, or use anything received for an authorized
13 purpose

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

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

19 **ELECT TO TAKE AN ELECTIVE SHARE OF AN ESTATE SUBJECT TO**
20 **ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE**

21 All of the above

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

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

28 Bring an action to determine adverse claims or intervene or otherwise
29 participate in litigation

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

33 Make or accept a tender, offer of judgment, or admission of facts, submit
34 a controversy on an agreed statement of facts, consent to examination, and bind the

1 principal in litigation

2 Submit to alternative dispute resolution, settle, and propose or accept
3 a compromise

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

12 Act for the principal with respect to bankruptcy or insolvency, whether
13 voluntary or involuntary, concerning the principal or some other person, or with respect to
14 a reorganization, receivership, or application for the appointment of a receiver or trustee
15 that affects an interest of the principal in property or other thing of value

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

18 Receive money or other thing of value paid in settlement of or as
19 proceeds of a claim or litigation

20 All of the above

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

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

26 (1) The principal's children;

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

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

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

34 Provide living quarters for the individuals described above by:

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

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

5 () Provide normal domestic help, usual vacations and travel expenses, and
6 funds for shelter, clothing, food, appropriate education, including postsecondary and
7 vocational education, and other current living costs for the individuals described above

8 () Pay expenses for necessary health care and custodial care on behalf of
9 the individuals described above

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

16 () Continue provisions made by the principal for automobiles or other
17 means of transportation, including registering, licensing, insuring, and replacing the
18 means of transportation, for the individuals described above

19 () Maintain credit and debit accounts for the convenience of the
20 individuals described above and open new accounts

21 () Continue payments incidental to the membership or affiliation of the
22 principal in a religious institution, club, society, order, or other organization or to continue
23 contributions to those organizations

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

27 () All of the above

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

31 () Execute vouchers in the name of the principal for allowances and
32 reimbursements payable by the United States or a foreign government or by a state or
33 subdivision of a state to the principal, including allowances and reimbursements for
34 transportation of the individuals described in "J. Personal and Family Maintenance" above,
35 and for shipment of the household effects of those individuals

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

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

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

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

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

15 () All of the above

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

20 (1) An individual retirement account under Internal Revenue Code Section
21 408, 26 U.S.C. § 408;

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

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

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

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

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

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

1 to:

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

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

6 Establish a retirement plan in the principal's name

7 Make contributions to a retirement plan

8 Exercise investment powers available under a retirement plan

9 Borrow from, sell assets to, or purchase assets from a retirement 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 for
14 refunds, requests for extension of time, petitions regarding tax matters, and other
15 tax-related documents, including receipts, offers, waivers, consents, including consents
16 and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing
17 agreements, and other powers of attorney required by the Internal Revenue Service or other
18 taxing authority with respect to a tax year on which the statute of limitations has not run
19 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 other
22 taxing authority

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

25 Act for the principal in all tax matters for all periods before the Internal
26 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 to
29 Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal
30 Revenue Code Section 529, 26 U.S.C. § 529, and an ABLE account as defined under Internal
31 Revenue Code Section 529A, 26 U.S.C. § 529A) – With respect to this subject, I authorize
32 my agent to:

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

9 () Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
10 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
11 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

23 () All of the above

24 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

27 (Caution: Granting any of the following will give your agent the authority to take actions
28 that could significantly reduce your property or change how your property is distributed at
29 your death. In addition, granting your agent the authority to make gifts to, or to designate
30 as the beneficiary of any 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 property subject to that
32 authority taxable as part of the agent's estate. INITIAL ONLY the specific authority you
33 WANT to give your agent.)

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

- 1 Make a gift, subject to any special instructions in this power of attorney
- 2 Create or change rights of survivorship
- 3 Create or change a beneficiary designation, subject to any special instructions
- 4 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the
- 5 agent’s spouse, or a dependent of the agent as a beneficiary, I will explicitly state this
- 6 authority within the special instructions of this power of attorney or in a separate power of
- 7 attorney

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

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

- 12 Exercise fiduciary powers that the principal has authority to delegate

- 13 Disclaim or refuse an interest in property, including a power of appointment

- 14 In accordance with the Maryland Fiduciary Access to Digital Assets Act,
- 15 access and take control of (1) the content of any of my electronic communications, (2) any
- 16 catalogue of electronic communications sent or received by me, and (3) any other digital
- 17 asset in which I have a right or interest

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 have

21 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

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

1 Instructions.

2 TERMINATION DATE (OPTIONAL)

3 This power of attorney shall terminate on _____, 20_____.

4 (Use a specific calendar date)

5 NOMINATION OF GUARDIAN (OPTIONAL)

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

8 Name of Nominee for guardian of my property:

9 _____

10 Nominee's Address: _____

11 Nominee's Telephone Number: _____

12 Name of Nominee for guardian of my person:

13 _____

14 Nominee's Address: _____

15 Nominee's Telephone Number: _____

16 SIGNATURE AND ACKNOWLEDGMENT

17 _____

18 Your Signature Date

19 _____

20 Your Name Printed

21 _____

22 _____

23 Your Address

24 _____

25 Your Telephone Number

26 STATE OF MARYLAND

27 (COUNTY) OF _____

28 This document was acknowledged before me on

29 _____,

30 (Date)

31 by _____.

32 (Name of Principal)

1 _____ (Seal, if any)
 2 Signature of Notary
 3 My commission expires: _____

4 WITNESS ATTESTATION

5 The foregoing power of attorney was, on the date written above, published and 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 our
 10 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 you
 36 legal duties that continue until you resign or the power of attorney is terminated or revoked.

1 You must:

- 2 (1) Do what you know the principal reasonably expects you to do with the
3 principal's property or, if you do not know the principal's expectations, act in the principal's
4 best interest;
- 5 (2) Act with care, competence, and diligence for the best interest of the principal;
- 6 (3) Do nothing beyond the authority granted in this power of attorney; and
- 7 (4) Disclose your identity as an agent whenever you act for the principal by
8 writing or printing the name of the principal and signing your own name as "agent" in the
9 following manner:

10 _____
11 (Principal's Name) by _____ (Your Signature) as Agent

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

- 13 (1) Act loyally for the principal's benefit;
- 14 (2) Avoid conflicts that would impair your ability to act in the principal's best
15 interest;
- 16 (3) Keep a record of all receipts, disbursements, and transactions made on behalf
17 of the principal;
- 18 (4) Cooperate with any person that has authority to make health care decisions
19 for the principal to do what you know the principal reasonably expects or, if you do not
20 know the principal's expectations, to act in the principal's best interest; and
- 21 (5) Attempt to preserve the principal's estate plan if you know the plan and
22 preserving the plan is consistent with the principal's best interest.

23 Termination of Agent's Authority

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

- 27 (1) Death of the principal;
- 28 (2) The principal's revocation of the power of attorney or your authority;
- 29 (3) The occurrence of a termination event stated in the power of attorney;
- 30 (4) The purpose of the power of attorney is fully accomplished; or

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

4 Liability of Agent

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

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

11 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
12 apply only prospectively and may not be applied or interpreted to have any effect on or
13 application to any estate of a decedent who died before the effective date of this Act or any
14 revocable trust of a decedent that became irrevocable by reason of the death or incapacity
15 of the settlor before the effective date of this Act.

16 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
17 October 1, 2018.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.