

# SENATE BILL 192

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HB 777/18 – HGO

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CF HB 99

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By: **Senators Kelley, Augustine, Beidle, Carter, Eckardt, Ellis, Feldman, Ferguson, Griffith, Hayes, Jennings, Lam, Lee, McCray, Nathan–Pulliam, Patterson, Peters, Pinsky, Reilly, Rosapepe, Smith, Waldstreicher, Washington, Young, and Zucker**

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Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 30, 2019

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## 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 for electing to  
11 take an elective share; providing that the right of election may be exercised by a  
12 certain guardian of the property of the surviving spouse or a certain agent of the  
13 surviving spouse under certain circumstances; requiring the guardian of the  
14 property or the agent to provide certain notice before exercising the right of election  
15 of a surviving spouse; providing that an exercise of the right of election by the  
16 guardian of the property or the agent is valid except under certain circumstances;  
17 establishing certain procedures and a certain form for an election to take an elective  
18 share; authorizing the waiver of a certain right of election; requiring certain  
19 fiduciaries to deliver certain information and provide certain notice relating to a  
20 certain elective share of a surviving spouse; requiring a certain trustee to provide  
21 certain notice relating to the trust within a certain period of time; requiring the  
22 surviving spouse to deliver certain information to certain fiduciaries under certain

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

31 BY repealing and reenacting, with amendments,

32 Article – Estates and Trusts

33 Section 2–102(a); the subtitle designation “Subtitle 2. Family Allowance; Dower and  
34 Curtesy” immediately preceding Section 3–201; and 7–603, 13–204(a), 17–202,  
35 and 17–203

36 Annotated Code of Maryland

37 (2017 Replacement Volume and 2018 Supplement)

38 BY repealing and reenacting, without amendments,

39 Article – Estates and Trusts

40 Section 3–201(a)

41 Annotated Code of Maryland

42 (2017 Replacement Volume and 2018 Supplement)

43 BY repealing

44 Article – Estates and Trusts

1 Section 3–203 through 3–208  
2 Annotated Code of Maryland  
3 (2017 Replacement Volume and 2018 Supplement)

4 BY adding to  
5 Article – Estates and Trusts  
6 Section 3–401 through 3–413 to be under the new subtitle “Subtitle 4. Elective Share  
7 of Surviving Spouse”; and 14.5–606  
8 Annotated Code of Maryland  
9 (2017 Replacement Volume and 2018 Supplement)

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

12 **Article – Estates and Trusts**

13 2–102.

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

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

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

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

20 **(IV) ISSUE ORDERS THAT MAY BE:**

21 **1. REQUIRED IN THE COURSE OF THE ADMINISTRATION**  
22 **OF AN ESTATE OF A DECEDENT; OR**

23 **2. NECESSARY TO DETERMINE THE VALUE OR SOURCES**  
24 **OF PAYMENT OF AN ELECTIVE SHARE UNDER § 3–413 OF THIS ARTICLE.**

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

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

29 3–201.

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

1 use.

2 [3-203.

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

6 (1) Funeral and administration expenses;

7 (2) Family allowances; and

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

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

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

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

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

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

23 [3-204.

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

28 [3-205.

29 The right of election of a surviving spouse may be waived before or after marriage by  
30 a written contract, agreement, or waiver signed by the party waiving the right of election.  
31 Unless it provides to the contrary, a waiver of “all rights” in the property or estate of a  
32 present or prospective spouse, or a complete property settlement entered into after or in  
33 anticipation of separation or divorce, is a waiver of any right to his family allowance as well

1 as to his elective share by each spouse in the property of the spouse, his right to letters  
2 under § 5–104 of this article, and is an irrevocable renunciation of any benefit which would  
3 pass to him from the other by intestate succession, by statutory share, or by virtue of the  
4 provisions of a will executed before the waiver or property settlement.]

5 [3–206.

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

8 (i) Nine months after the date of the decedent’s death; or

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

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

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

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

18 [3–207.

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

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

24 I, A. B., surviving spouse of C. D., late of the County (City) of....., renounce  
25 all provisions in the will of C. D. and elect to take my elective share of the decedent’s  
26 estate.

27 .....  
28 (Signature)]

29 [3–208.

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

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

3           (b) (1) If there is an election to take an elective share, contribution to the  
4 payment of it shall be prorated among all legatees.

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

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

#### 17                   **SUBTITLE 4. ELECTIVE SHARE OF SURVIVING SPOUSE.**

#### 18           **3-401.**

19           **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**  
20 **INDICATED.**

21           **(B) "AUGMENTED ESTATE" MEANS AN ESTATE AS CALCULATED UNDER §**  
22 **3-404 OF THIS SUBTITLE.**

23           **(C) "COURT" MEANS:**

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

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

33           **(D) "ESTATE SUBJECT TO ELECTION" MEANS THE PORTION OF AN**

1 AUGMENTED ESTATE THAT IS SUBJECT TO ELECTION AS CALCULATED UNDER §  
2 3-404 OF THIS SUBTITLE.

3 (E) "MARITAL TRUST" MEANS ANY TRUST CREATED FOR THE EXCLUSIVE  
4 LIFETIME BENEFIT OF THE SPOUSE OF A DECEDENT OR OF THE SETTLOR OF THE  
5 TRUST IF:

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

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

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

16 (G) "PROBATE ESTATE" MEANS ALL PROPERTY PASSING BY TESTATE  
17 SUCCESSION.

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

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

23 (I) THE TENANT'S FRACTIONAL INTEREST IN THE PROPERTY;  
24 OR

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

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

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

30 (I) AN IRREVOCABLE TRANSFER MADE DURING THE LIFETIME  
31 OF THE TRANSFEROR IN WHICH THE TRANSFEROR RETAINED FOR A PERIOD

1 ACTUALLY TERMINATING AT OR AFTER THE TRANSFEROR'S DEATH:

- 2 1. POSSESSION OF THE PROPERTY;
- 3 2. THE RIGHT TO RECEIVE THE INCOME FROM THE  
4 PROPERTY;
- 5 3. THE USE OR ENJOYMENT OF THE PROPERTY;
- 6 4. A QUALIFYING JOINT INTEREST;
- 7 5. A QUALIFYING POWER OF DISPOSITION; OR
- 8 6. THE RIGHT TO RECEIVE AN ANNUITY OR OTHER  
9 PERIODIC PAYMENT FROM THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A  
10 PERIODIC PAYMENT BASED ON THE VALUE OF THE PROPERTY;

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

17 (III) ANY OTHER IRREVOCABLE TRANSFER MADE DURING THE  
18 LIFETIME OF THE TRANSFEROR, OTHER THAN A TRANSFER TO THE TRANSFEROR'S  
19 SPOUSE.

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

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

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



1           **(2) DESIGNATE THE RECIPIENT OR RECIPIENTS OF THE PROPERTY**  
2 **ON THE HOLDER’S DEATH, INCLUDING IN ACCORDANCE WITH A BENEFICIARY**  
3 **DESIGNATION, A PAYABLE ON DEATH DESIGNATION, OR A TRANSFER ON DEATH**  
4 **DESIGNATION; OR**

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

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

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

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

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

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

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

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

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

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

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

1           **(5) ONE-THIRD OF THE AGGREGATE VALUE OF ASSETS PASSING BY**  
2 **REASON OF THE DECEDENT'S DEATH TO, OR HELD AT THE TIME OF THE DECEDENT'S**  
3 **DEATH IN, ANY TRUST, WHETHER TESTAMENTARY OR CREATED DURING THE**  
4 **DECEDENT'S LIFETIME:**

5           **(I) EXCLUDING A TRUST DESCRIBED UNDER ITEM (4) OF THIS**  
6 **SUBSECTION;**

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

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

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

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

18           **(O) "VALUE" MEANS:**

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

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

27 **3-402.**

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

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

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

1 **3-403.**

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

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

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

10 **3-404.**

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

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

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

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

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

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

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

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

25 **(1) FUNERAL AND ADMINISTRATION EXPENSES PAYABLE FROM THE**  
26 **AUGMENTED ESTATE;**

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

28 **(3) ENFORCEABLE CLAIMS AND DEBTS AGAINST ANY PART OF THE**

1 AUGMENTED ESTATE;

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

5 (I) THE ASSETS WERE NOT PREVIOUSLY OWNED BY THE  
6 DECEDENT; OR

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

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

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

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

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

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

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

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

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

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

4                   **(I) THE DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF**  
5 **THE DECEDENT; OR**

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

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

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

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

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

18                   **(I) THE PROCEEDS ARE INCLUDED IN THE AUGMENTED**  
19 **ESTATE;**

20                   **(II) THE PROCEEDS ARE PAYABLE TO A CHARITY OR TO OR FOR**  
21 **THE EXCLUSIVE LIFETIME BENEFIT OF AN ANCESTOR, A DESCENDANT, A**  
22 **STEP-DESCENDANT, OR A SIBLING OF THE DECEDENT; AND**

23                   **(III) 1. THE POLICY WAS PURCHASED BEFORE THE**  
24 **DECEDENT'S MARRIAGE TO THE SURVIVING SPOUSE OF THE DECEDENT;**

25                               **2. THE POLICY WAS PURCHASED MORE THAN 5 YEARS**  
26 **BEFORE THE DECEDENT'S DEATH; OR**

27                               **3. THE SURVIVING SPOUSE OF THE DECEDENT**  
28 **CONSENTED IN WRITING DURING THE DECEDENT'S LIFETIME TO THE DISPOSITION**  
29 **OF THE PROCEEDS AS DESCRIBED IN ITEM (II) OF THIS ITEM.**

30           **(C) (1) THE VALUE OF A QUALIFYING LIFETIME TRANSFER DESCRIBED**  
31 **UNDER § 3-401(I)(1)(I) OF THIS SUBTITLE SHALL BE DETERMINED AS IF THE**

1 PROPERTY STILL WAS OWNED BY THE TRANSFEROR.

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

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

9 3-405.

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

11 (1) IS PERSONAL TO THE SURVIVING SPOUSE;

12 (2) IS NOT TRANSFERABLE; AND

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

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

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

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

22 (3) AN AGENT DESIGNATED BY THE SURVIVING SPOUSE UNDER A  
23 POWER OF ATTORNEY THAT SPECIFICALLY AUTHORIZES THE AGENT TO MAKE THE  
24 ELECTION.

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

30 (I) ALL INTERESTED PERSONS IN THE DECEDENT'S ESTATE;  
31 AND

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

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

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

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

13 **3-406.**

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

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

28 **3-407.**

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

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

32           **(II) 6 MONTHS AFTER THE FIRST APPOINTMENT OF A PERSONAL**  
33 **REPRESENTATIVE.**

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

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

6           **(B) THE SURVIVING SPOUSE MAY WITHDRAW THE ELECTION AT ANY TIME**  
7 **BEFORE THE EXPIRATION OF THE TIME FOR MAKING THE ELECTION TO TAKE AN**  
8 **ELECTIVE SHARE.**

9 **3-408.**

10          **(A) (1) AN ELECTION TO TAKE AN ELECTIVE SHARE UNDER THIS**  
11 **SUBTITLE:**

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

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

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

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

23           **(I) THE TRUSTEE OF EACH REVOCABLE TRUST OF THE**  
24 **DECEDENT; OR**

25           **(II) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX**  
26 **RETURN, IF DIFFERENT FROM THE TRUSTEE.**

27          **(B) THE ELECTION MAY BE IN THE FOLLOWING FORM:**

28           **“I, A. B., SURVIVING SPOUSE OF C. D., LATE OF THE COUNTY (CITY)**  
29 **OF....., ELECT TO TAKE MY ELECTIVE SHARE OF THE DECEDENT’S ESTATE**  
30 **SUBJECT TO ELECTION UNDER § 3-403 OF THE ESTATES AND TRUSTS ARTICLE**  
31 **OF THE ANNOTATED CODE OF MARYLAND.**



.....  
(SIGNATURE)".

**3-409.**

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

- (1) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**
- (2) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**
- (3) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN.**

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

- (I) THE PERSONAL REPRESENTATIVE OF THE DECEDENT;**
- (II) THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT; OR**
- (III) THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN.**

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

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

**(D) ON RECEIPT OF A WRITTEN REQUEST BY THE PERSONAL REPRESENTATIVE OF THE DECEDENT, THE TRUSTEE OF ANY REVOCABLE TRUST OF THE DECEDENT, OR THE PERSON RESPONSIBLE FOR FILING THE ESTATE TAX RETURN, THE SURVIVING SPOUSE SHALL DELIVER TO THE PERSON MAKING THE REQUEST ALL INFORMATION RELEVANT TO THE CALCULATION OF THE ELECTIVE**

1 SHARE UNDER THIS SUBTITLE THAT IS IN THE POSSESSION OF THE SURVIVING  
2 SPOUSE AND NOT OTHERWISE AVAILABLE TO THE PERSON MAKING THE REQUEST.

3 **3-410.**

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

6 (1) (I) THE DECEDENT'S WILL; OR

7 (II) THE INSTRUMENT GOVERNING ANY TRUST OF WHICH THE  
8 DECEDENT WAS THE SETTLOR; OR

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

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

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

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

18 1. FROM THE PORTION OF ANY REVOCABLE TRUST OF  
19 THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION AND DOES  
20 NOT CONSTITUTE ANY PART OF THE SPOUSAL BENEFITS; AND

21 2. IF THERE IS MORE THAN ONE REVOCABLE TRUST OF  
22 THE DECEDENT THAT IS INCLUDED IN THE ESTATE SUBJECT TO ELECTION, BY  
23 APPORTIONMENT AMONG THE TRUSTS IN PROPORTION TO THE VALUE OF THE  
24 ASSETS OF EACH REVOCABLE TRUST THAT ARE AVAILABLE TO SATISFY THE  
25 ELECTIVE SHARE; AND

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

31 (2) IF ANY PAYMENT REQUIRED BY THIS SUBSECTION IS PREEMPTED  
32 BY FEDERAL LAW OR IS TO BE MADE FROM EITHER A TRUST ESTABLISHED UNDER §

1 1917(C)(2)(B)(III), (C)(2)(B)(IV), (D)(4)(A), OR (D)(4)(C) OF THE SOCIAL SECURITY  
2 ACT, AN ACCOUNT ESTABLISHED UNDER § 529A OF THE INTERNAL REVENUE CODE,  
3 OR A SPECIAL NEEDS TRUST FOR THE BENEFIT OF AN INDIVIDUAL WHO IS DISABLED  
4 AS DEFINED IN § 1614(A)(3) OF THE SOCIAL SECURITY ACT, THE PORTION OF THE  
5 ELECTIVE SHARE PAYABLE UNDER THIS SUBSECTION SHALL BE APPORTIONED  
6 AMONG THOSE RECIPIENTS WHOSE BENEFITS ARE NOT PREEMPTED UNDER  
7 FEDERAL LAW OR WHO ARE NOT BENEFICIARIES OF THOSE TRUSTS OR ACCOUNTS.

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

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

15 (2) (I) IN CASH;

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

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

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

28 (1) IN GOOD FAITH RELIANCE ON THE VALIDITY OF THE GOVERNING  
29 INSTRUMENT OR BENEFICIARY DESIGNATION ON REQUEST AND SATISFACTORY  
30 PROOF OF THE DEATH OF THE DECEDENT; AND

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

34 3-411.

1           **(A) ON THE ELECTION OF THE SURVIVING SPOUSE TO TAKE AN ELECTIVE**  
2 **SHARE UNDER THIS SUBTITLE, ALL PROPERTY OR OTHER BENEFITS THAT WOULD**  
3 **HAVE PASSED TO THE SURVIVING SPOUSE UNDER THE WILL, OTHER THAN ANY**  
4 **PORTION OF THE SPOUSAL BENEFITS, SHALL BE TREATED AS IF THE SURVIVING**  
5 **SPOUSE HAD DIED BEFORE THE EXECUTION OF THE WILL.**

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

9 **3-412.**

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

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

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

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

1 ELECTIVE SHARE IN FULL.

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

5 3-413.

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

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

8 (I) THE CALCULATION OF THE VALUE OF AN AUGMENTED  
9 ESTATE;

10 (II) THE CALCULATION OF THE VALUE OF AN ESTATE SUBJECT  
11 TO ELECTION;

12 (III) THE CALCULATION OF THE VALUE OF SPOUSAL BENEFITS;  
13 OR

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

15 (2) CONSIDER THE CIRCUMSTANCES OF ANY TRANSFER OR  
16 ARRANGEMENT, INCLUDING:

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

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

19 (III) THE FAMILIAL RELATIONSHIP BETWEEN THE DECEDENT  
20 AND THE BENEFICIARY OF THE TRANSFER OR ARRANGEMENT;

21 (IV) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR  
22 ARRANGEMENT DEPRIVES THE SURVIVING SPOUSE OF PROPERTY THAT OTHERWISE  
23 MIGHT FORM PART OF THE VALUE OF THE AUGMENTED ESTATE, ESTATE SUBJECT  
24 TO ELECTION, OR SPOUSAL BENEFITS;

25 (V) THE DEGREE, IF ANY, TO WHICH THE TRANSFER OR  
26 ARRANGEMENT PROVIDES A BENEFIT TO THE SURVIVING SPOUSE BEYOND WHAT  
27 WOULD BE AVAILABLE TO THE SURVIVING SPOUSE AS PART OF THE ELECTIVE  
28 SHARE;

1 (VI) THE LENGTH AND NATURE OF THE RELATIONSHIP  
2 BETWEEN THE DECEDENT AND THE SURVIVING SPOUSE; ~~AND~~

3 (VII) THE NATURE AND VALUE OF THE SURVIVING SPOUSE'S  
4 ASSETS; AND

5 (VIII) THE RELATIONSHIP OF THE BENEFICIARY OF THE  
6 TRANSFER OR ARRANGEMENT TO ANY PREVIOUS OWNER OF THE PROPERTY  
7 SUBJECT TO THE TRANSFER OR ARRANGEMENT;

8 (3) AWARD REASONABLE ATTORNEY'S FEES;

9 (4) PASS ORDERS REQUIRING THE HOLDER OR RECIPIENT OF ANY  
10 PORTION OF AN AUGMENTED ESTATE, AN ESTATE SUBJECT TO ELECTION, OR  
11 SPOUSAL BENEFITS TO PROVIDE ANY INFORMATION THAT THE COURT CONSIDERS  
12 NECESSARY TO DETERMINE THE VALUE OR SOURCES OF PAYMENT OF AN ELECTIVE  
13 SHARE; AND

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

17 7-603.

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

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

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

29 13-204.

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

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

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

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

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

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

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

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

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

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

13 **14.5-606.**

14           **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**  
15 **INDICATED.**

16           **(2) “ESTATE SUBJECT TO ELECTION” HAS THE MEANING STATED IN §**  
17 **3-401 OF THIS ARTICLE.**

18           **(3) “SPOUSAL BENEFITS” HAS THE MEANING STATED IN § 3-401 OF**  
19 **THIS ARTICLE.**

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

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

26           **(2) THE SURVIVING SPOUSE OR A PERSON CLAIMING THROUGH THE**  
27 **SURVIVING SPOUSE MAY NOT RECEIVE PROPERTY, OTHER THAN PROPERTY**  
28 **FORMING ANY PORTION OF THE SPOUSAL BENEFITS, UNDER THE TRUST**

1 **INSTRUMENT.**

2 17-202.

## 3 “MARYLAND STATUTORY FORM

## 4 PERSONAL FINANCIAL POWER OF ATTORNEY

## 5 IMPORTANT INFORMATION AND WARNING

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

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

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

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

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

## 24 DESIGNATION OF AGENT

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

26 If you wish to name coagents, skip this section and use the next section (“Designation of  
 27 Coagents”).

28 I, \_\_\_\_\_,

29 (Name of Principal)

30 Name the following person as my agent:

31 Name of Agent: \_\_\_\_\_



1 Agent's Address: \_\_\_\_\_

2 Agent's Telephone Number: \_\_\_\_\_

3 DESIGNATION OF COAGENTS (OPTIONAL)

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

6 I, \_\_\_\_\_,

7 (Name of Principal)

8 Name the following persons as coagents: \_\_\_\_\_

9 Name of Coagent: \_\_\_\_\_

10 Coagent's Address: \_\_\_\_\_

11 Coagent's Telephone Number: \_\_\_\_\_

12 Name of Coagent: \_\_\_\_\_

13 Coagent's Address: \_\_\_\_\_

14 Coagent's Telephone Number: \_\_\_\_\_

15 Special Instructions Regarding Coagents: \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

21 Name of Successor Agent: \_\_\_\_\_

22 Successor Agent's  
23 Address: \_\_\_\_\_

24 Successor Agent's  
25 Telephone Number: \_\_\_\_\_

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

1 Name of Second  
2 Successor Agent: \_\_\_\_\_

3 Second Successor  
4 Agent's Address: \_\_\_\_\_

5 Second Successor Agent's  
6 Telephone Number: \_\_\_\_\_

7 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

29 SUBJECTS AND AUTHORITY

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

32 Real property – With respect to this subject, I authorize my agent to: demand, buy, sell,

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

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

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

42 Insurance and annuities – With respect to this subject, I authorize my agent to: continue,  
43 pay the premium or make a contribution on, modify, exchange, rescind, release, or  
44 terminate a contract procured by or on behalf of the principal that insures or provides an

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

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

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

44 Retirement plans (including a plan or account created by an employer, the principal, or

1 another individual to provide retirement benefits or deferred compensation of which the  
2 principal is a participant, beneficiary, or owner, including a plan or account under the  
3 following sections of the Internal Revenue Code: (1) an individual retirement account under  
4 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement  
5 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed  
6 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §  
7 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code  
8 Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other  
9 retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);  
10 (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a  
11 nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26  
12 U.S.C. § 409A) – With respect to this subject, I authorize my agent to: select the form and  
13 timing of payments under a retirement plan and withdraw benefits from a plan; make a  
14 rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan  
15 to another; establish a retirement plan in the principal's name; make contributions to a  
16 retirement plan; exercise investment powers available under a retirement plan; borrow  
17 from, sell assets to, or purchase assets from a retirement plan. I recognize that granting  
18 my agent the authority to create or change a beneficiary designation for a retirement plan  
19 may affect the benefits that I may receive if that authority is exercised. If I grant my agent  
20 the authority to designate the agent, the agent's spouse, or a dependent of the agent as a  
21 beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may  
22 make the property subject to that authority taxable as a part of the agent's estate.  
23 Therefore, if I wish to authorize my agent to create or change a beneficiary designation for  
24 any retirement plan, and in particular if I wish to authorize the agent to designate as my  
25 beneficiary the agent, the agent's spouse, or a dependent of the agent, I will explicitly state  
26 this authority in the Special Instructions section that follows or in a separate power of  
27 attorney.

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

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

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

Blank lines for special instructions, numbered 3 through 10.

EFFECTIVE DATE

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

TERMINATION DATE (OPTIONAL)

This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_\_.  
(Use a specific calendar date)

NOMINATION OF GUARDIAN (OPTIONAL)

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

Form for nominating a guardian, including fields for name, address, and telephone number for both property and person.

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

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

Form for designating an agent, including fields for name, address, and telephone number.

SIGNATURE AND ACKNOWLEDGMENT

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Your Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Your Name Printed

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
Your Telephone Number

STATE OF MARYLAND  
(COUNTY) OF \_\_\_\_\_

This document was acknowledged before me on

\_\_\_\_\_  
(Date)

By \_\_\_\_\_ to be his/her act.  
(Name of Principal)

\_\_\_\_\_  
Signature of Notary (SEAL, IF ANY)  
My commission expires: \_\_\_\_\_

WITNESS ATTESTATION

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

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
Witness #1 Signature  
\_\_\_\_\_  
Witness #1 Name Printed  
\_\_\_\_\_

1 \_\_\_\_\_  
 2 Witness #1 Address  
 3 \_\_\_\_\_  
 4 Witness #1 Telephone Number  
 5 \_\_\_\_\_  
 6 Witness #2 Signature  
 7 \_\_\_\_\_  
 8 Witness #2 Name Printed  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 Witness #2 Address  
 12 \_\_\_\_\_  
 13 Witness #2 Telephone Number”

14 17–203.

15 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

16 PLEASE READ CAREFULLY

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

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

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

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

30 Your agent is not entitled to compensation unless you indicate otherwise in the special  
31 instructions of this power of attorney. If you indicate that your agent is to receive  
32 compensation, your agent is entitled to reasonable compensation or compensation as  
33 specified in the Special Instructions.

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



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

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

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

7 DESIGNATION OF AGENT

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

9 If you wish to name coagents, skip this section and use the next section (“Designation of  
10 Coagents”).

11 I, \_\_\_\_\_, name the following person  
12 (Name of Principal)  
13 as my agent:

14 Name of  
15 Agent: \_\_\_\_\_  
16 Agent’s  
17 Address: \_\_\_\_\_  
18 Agent’s Telephone  
19 Number: \_\_\_\_\_

20 DESIGNATION OF COAGENTS (OPTIONAL)

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

23 I, \_\_\_\_\_,  
24 (Name of Principal)

25 Name the following persons as coagents:

26 Name of Coagent: \_\_\_\_\_

27 Coagent’s Address: \_\_\_\_\_

28 Coagent’s Telephone Number: \_\_\_\_\_

29 Name of Coagent: \_\_\_\_\_

30 Coagent’s Address: \_\_\_\_\_

1 Coagent's Telephone Number: \_\_\_\_\_

2 Special Instructions Regarding Coagents: \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

8 Name of Successor Agent: \_\_\_\_\_

9 Successor Agent's

10 Address: \_\_\_\_\_

11 Successor Agent's Telephone Number: \_\_\_\_\_

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

14 Name of Second Successor

15 Agent: \_\_\_\_\_

16 Second Successor Agent's

17 Address: \_\_\_\_\_

18 Second Successor Agent's Telephone Number: \_\_\_\_\_

19 GRANT OF GENERAL AUTHORITY

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

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

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

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

34 (4) Initiate, participate in, submit to alternative dispute resolution, settle,

1 oppose, or propose or accept a compromise with respect to a claim existing in favor of or  
2 against the principal or intervene in litigation relating to the claim;

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

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

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

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

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

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

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

## 19 SUBJECTS AND AUTHORITY

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

21 (\_\_\_) Demand, buy, lease, receive, accept as a gift or as security for an  
22 extension of credit, or otherwise acquire or reject an interest in real property or a right  
23 incident to real property

24 (\_\_\_) Sell, exchange, convey with or without covenants, representations, or  
25 warranties, quitclaim, release, surrender, retain title for security, encumber, partition,  
26 consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or  
27 other governmental permits, plat or consent to platting, develop, grant an option  
28 concerning, lease, sublease, contribute to an entity in exchange for an interest in that  
29 entity, or otherwise grant or dispose of an interest in real property or a right incident to  
30 real property

31 (\_\_\_) Pledge or mortgage an interest in real property or right incident to real  
32 property as security to borrow money or pay, renew, or extend the time of payment of a  
33 debt of the principal or a debt guaranteed by the principal, including a reverse mortgage

34 (\_\_\_) Release, assign, satisfy, or enforce by litigation or otherwise a

1 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real  
2 property that exists or is asserted

3  Manage or conserve an interest in real property or a right incident to  
4 real property owned or claimed to be owned by the principal, including:

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

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

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

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

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

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

18 (1) Selling or otherwise disposing of the stocks and bonds or other  
19 property;

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

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

23  Change the form of title of an interest in or a right incident to real  
24 property

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

27  All of the above

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

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

1             Sell, exchange, convey with or without covenants, representations, or  
2 warranties, quitclaim, release, surrender, create a security interest in, grant options  
3 concerning, lease, sublease, or otherwise dispose of tangible personal property or an  
4 interest in tangible personal property

5             Grant a security interest in tangible personal property or an interest in  
6 tangible personal property as security to borrow money or pay, renew, or extend the time  
7 of payment of a debt of the principal or a debt guaranteed by the principal

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

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

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

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

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

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

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

20                    (6)    Using and making repairs, alterations, or improvements to the  
21 property

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

23             All of the above

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

25                     Buy, sell, and exchange stocks and bonds

26                     Establish, continue, modify, or terminate an account with respect to  
27 stocks and bonds

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

30                     Receive certificates and other evidences of ownership with respect to

1 stocks and bonds

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

4  All of the above

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

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

9  Establish, continue, modify, and terminate option accounts

10  All of the above

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

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

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

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

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

23  Withdraw, by check, money order, electronic funds transfer, or  
24 otherwise, money or property of the principal deposited with or left in the custody of a  
25 financial institution

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

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

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

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

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

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

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

14            All of the above

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

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

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

21            Enforce the terms of an ownership agreement

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

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

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

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

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

- 1                   (2) Determine:
- 2                   (i) The location of the operation of the entity or business;
- 3                   (ii) The nature and extent of the business of the entity or  
4 business;
- 5                   (iii) The methods of manufacturing, selling, merchandising,  
6 financing, accounting, and advertising employed in the operation of the entity or business;
- 7                   (iv) The amount and types of insurance carried by the entity  
8 or business; and
- 9                   (v) The mode of engaging, compensating, and dealing with the  
10 employees and accountants, attorneys, or other advisors of the entity or business;
- 11                  (3) Change the name or form of organization under which the entity  
12 or business is operated and enter into an ownership agreement with other persons to take  
13 over all or part of the operation of the entity or business; and
- 14                  (4) Demand and receive money due or claimed by the principal or on  
15 the principal's behalf in the operation of the entity or business and control and disburse the  
16 money in the operation of the entity or business
- 17                  ( ) Put additional capital into an entity or a business in which the principal  
18 has an interest
- 19                  ( ) Join in a plan of reorganization, consolidation, conversion,  
20 domestication, or merger of the entity or business
- 21                  ( ) Sell or liquidate all or part of an entity or business
- 22                  ( ) Establish the value of an entity or a business under a buyout agreement  
23 to which the principal is a party
- 24                  ( ) Prepare, sign, file, and deliver reports, compilations of information,  
25 returns, or other papers with respect to an entity or business and make related payments
- 26                  ( ) Pay, compromise, or contest taxes, assessments, fines, or penalties and  
27 perform other acts to protect the principal from illegal or unnecessary taxation,  
28 assessments, fines, or penalties, with respect to an entity or a business, including attempts  
29 to recover, as permitted by law, money paid before or after the execution of this power of  
30 attorney
- 31                  ( ) All of the above



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

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

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

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

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

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

16  Exercise an election

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

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

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

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

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

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

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

1            All of the above

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

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

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

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

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

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

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

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

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

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

29            All of the above

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

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

1 other relief

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

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

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

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

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

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

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

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

28  All of the above

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

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

34 (1) The principal's children;

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

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

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

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

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

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

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

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

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

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

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

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

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

1            All of the above

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

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

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

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

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

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

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

24           All of the above

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

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

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

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

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

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

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

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

10 ( ) Select the form and timing of payments under a retirement plan and  
11 withdraw benefits from a plan

12 ( ) Make a rollover, including a direct trustee-to-trustee rollover, of  
13 benefits from one retirement plan to another

14 ( ) Establish a retirement plan in the principal's name

15 ( ) Make contributions to a retirement plan

16 ( ) Exercise investment powers available under a retirement plan

17 ( ) Borrow from, sell assets to, or purchase assets from a retirement plan

18 ( ) All of the above

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

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

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

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

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

3                All of the above

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

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

17                Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §  
18 2513, to the splitting of a gift made by the principal’s spouse in an amount for each donee  
19 not to exceed the aggregate annual gift tax exclusions for both spouses

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

24                   (1)     The value and nature of the principal’s property;

25                   (2)     The principal’s foreseeable obligations and need for maintenance;

26                   (3)     Minimization of taxes, including income, estate, inheritance,  
27 generation–skipping transfer, and gift taxes;

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

30                   (5)     The principal’s personal history of making or joining in making gifts.)

31                All of the above

32                             GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

1 (Caution: Granting any of the following will give your agent the authority to take actions  
 2 that could significantly reduce your property or change how your property is distributed at  
 3 your death. In addition, granting your agent the authority to make gifts to, or to designate  
 4 as the beneficiary of any retirement plan, the agent, the agent's spouse, or a dependent of  
 5 the agent may constitute a taxable gift by you and may make the property subject to that  
 6 authority taxable as part of the agent's estate. INITIAL ONLY the specific authority you  
 7 WANT to give your agent.)

8  Create an inter vivos trust, or amend, revoke, or terminate an existing inter  
 9 vivos trust if the trust expressly authorizes that action by the agent

10  Make a gift, subject to any special instructions in this power of attorney

11  Create or change rights of survivorship

12  Create or change a beneficiary designation, subject to any special instructions  
 13 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the  
 14 agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this  
 15 authority within the special instructions of this power of attorney or in a separate power of  
 16 attorney

17  Authorize another person to exercise the authority granted under this power  
 18 of attorney

19  Waive the principal's right to be a beneficiary of a joint and survivor annuity,  
 20 including a survivor benefit under a retirement plan

21  Exercise fiduciary powers that the principal has authority to delegate

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

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

#### 27 LIMITATION ON AGENT'S AUTHORITY

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

#### 31 SPECIAL INSTRUCTIONS (OPTIONAL)

32 You may give special instructions on the following lines:





1 STATE OF MARYLAND  
2 (COUNTY) OF \_\_\_\_\_

3 This document was acknowledged before me on  
4 \_\_\_\_\_ ,  
5 (Date)

6 by \_\_\_\_\_ .  
7 (Name of Principal)

8 \_\_\_\_\_ (Seal, if any)

9 Signature of Notary  
10 My commission expires: \_\_\_\_\_

11 WITNESS ATTESTATION

12 The foregoing power of attorney was, on the date written above, published and declared by  
13 \_\_\_\_\_  
14 (Name of Principal)

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

18 \_\_\_\_\_  
19 Witness #1 Signature

20 \_\_\_\_\_  
21 Witness #1 Name Printed

22 \_\_\_\_\_  
23 \_\_\_\_\_

24 Witness #1 Address  
25 \_\_\_\_\_

26 Witness #1 Telephone Number  
27 \_\_\_\_\_

28 Witness #2 Signature  
29 \_\_\_\_\_

30 Witness #2 Name Printed  
31 \_\_\_\_\_

32 \_\_\_\_\_  
33 Witness #2 Address

34 \_\_\_\_\_  
35 Witness #2 Telephone Number

36 This document prepared by:

1 \_\_\_\_\_  
 2 \_\_\_\_\_

3 **IMPORTANT INFORMATION FOR AGENT**

4 **Agent’s Duties**

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

9 (1) Do what you know the principal reasonably expects you to do with the  
 10 principal’s property or, if you do not know the principal’s expectations, act in the principal’s  
 11 best interest;

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

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

14 (4) Disclose your identity as an agent whenever you act for the principal by  
 15 writing or printing the name of the principal and signing your own name as “agent” in the  
 16 following manner:

17 \_\_\_\_\_ by \_\_\_\_\_  
 18 (Principal’s Name) (Your Signature) as Agent

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

20 (1) Act loyally for the principal’s benefit;

21 (2) Avoid conflicts that would impair your ability to act in the principal’s best  
 22 interest;

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

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

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

30 **Termination of Agent’s Authority**

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

4 (1) Death of the principal;

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

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

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

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

#### 11 Liability of Agent

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

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

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

23 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
 24 October 1, ~~2019~~ 2020.

Approved:

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Governor.

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President of the Senate.

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Speaker of the House of Delegates.