

# HOUSE BILL 870

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By: **Delegate Hill**

Introduced and read first time: January 29, 2021

Assigned to: Health and Government Operations

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## A BILL ENTITLED

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act – Assistance With**  
3 **Governmental Benefits and Programs**

4 FOR the purpose of altering certain statutory forms for a power of attorney to include  
5 certain provisions relating to the authority of an agent to perform certain acts  
6 relating to eligibility and qualifications for certain governmental benefits or  
7 programs; and generally relating to powers of attorney.

8 BY repealing and reenacting, with amendments,  
9 Article – Estates and Trusts  
10 Section 17–202 and 17–203  
11 Annotated Code of Maryland  
12 (2017 Replacement Volume and 2020 Supplement)

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

15 **Article – Estates and Trusts**

16 17–202.

17 “MARYLAND STATUTORY FORM

18 PERSONAL FINANCIAL POWER OF ATTORNEY

19 IMPORTANT INFORMATION AND WARNING

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

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 respect to your property (including your money) whether or not you are able to act for  
2 yourself.

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

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

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

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

#### 15 DESIGNATION OF AGENT

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

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

19 I, \_\_\_\_\_,

20 (Name of Principal)

21 Name the following person as my agent:

22 Name of Agent: \_\_\_\_\_

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

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

#### 25 DESIGNATION OF COAGENTS (OPTIONAL)

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

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

29 (Name of Principal)

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

2 Name of Coagent: \_\_\_\_\_

3 Coagent's Address: \_\_\_\_\_

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

5 Name of Coagent: \_\_\_\_\_

6 Coagent's Address: \_\_\_\_\_

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

8 Special Instructions Regarding Coagents: \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

14 Name of Successor Agent: \_\_\_\_\_

15 Successor Agent's

16 Address: \_\_\_\_\_

17 Successor Agent's

18 Telephone Number: \_\_\_\_\_

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

21 Name of Second

22 Successor Agent: \_\_\_\_\_

23 Second Successor

24 Agent's Address: \_\_\_\_\_

25 Second Successor Agent's

26 Telephone Number: \_\_\_\_\_

27 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

## 20 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

33 SPECIAL INSTRUCTIONS (OPTIONAL)

34 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

35 \_\_\_\_\_  
 36 \_\_\_\_\_  
 37 \_\_\_\_\_  
 38 \_\_\_\_\_  
 39 \_\_\_\_\_  
 40 \_\_\_\_\_  
 41 \_\_\_\_\_  
 42 \_\_\_\_\_

1 EFFECTIVE DATE

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

4 TERMINATION DATE (OPTIONAL)

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

7 NOMINATION OF GUARDIAN (OPTIONAL)

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

- 10 Name of nominee for guardian of my property: \_\_\_\_\_
- 11 Nominee's address: \_\_\_\_\_
- 12 Nominee's telephone number: \_\_\_\_\_
- 13 Name of nominee for guardian of my person: \_\_\_\_\_
- 14 Nominee's address: \_\_\_\_\_
- 15 Nominee's telephone number: \_\_\_\_\_

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

18 If I am incapacitated within the meaning of § 17–101 of the Estates and Trusts Article, I  
19 designate the following person as my agent for purposes of making the election to take an  
20 elective share of an estate subject to election under § 3–403 of the Estates and Trusts  
21 Article:

- 22 Name of designated agent: \_\_\_\_\_
- 23 Designated agent's address: \_\_\_\_\_
- 24 Designated agent's telephone number: \_\_\_\_\_

25 SIGNATURE AND ACKNOWLEDGMENT

26 \_\_\_\_\_  
27 Your Signature \_\_\_\_\_ Date

28 \_\_\_\_\_  
29 Your Name Printed

30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 Your Address

1 \_\_\_\_\_  
2 Your Telephone Number

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

5 This document was acknowledged before me on  
6 \_\_\_\_\_  
7 (Date)

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

10 \_\_\_\_\_ (SEAL, IF ANY)

11 Signature of Notary  
12 My commission expires: \_\_\_\_\_

13 WITNESS ATTESTATION

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

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

20 \_\_\_\_\_  
21 Witness #1 Signature

22 \_\_\_\_\_  
23 Witness #1 Name Printed

24 \_\_\_\_\_  
25 \_\_\_\_\_

26 Witness #1 Address  
27 \_\_\_\_\_

28 Witness #1 Telephone Number

29 \_\_\_\_\_  
30 Witness #2 Signature

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

33 \_\_\_\_\_  
34 \_\_\_\_\_

35 Witness #2 Address  
36 \_\_\_\_\_

1 Witness #2 Telephone Number”

2 17–203.

3 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

4 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

31 DESIGNATION OF AGENT

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

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

3 I, \_\_\_\_\_, name the following person  
4 (Name of Principal)  
5 as my agent:

6 Name of  
7 Agent: \_\_\_\_\_

8 Agent’s  
9 Address: \_\_\_\_\_

10 Agent’s Telephone  
11 Number: \_\_\_\_\_

12 DESIGNATION OF COAGENTS (OPTIONAL)

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

15 I, \_\_\_\_\_,

16 (Name of Principal)

17 Name the following persons as coagents:

18 Name of Coagent: \_\_\_\_\_

19 Coagent’s Address: \_\_\_\_\_

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

21 Name of Coagent: \_\_\_\_\_

22 Coagent’s Address: \_\_\_\_\_

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

24 Special Instructions Regarding Coagents: \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

30 Name of Successor Agent: \_\_\_\_\_

1 Successor Agent's

2 Address: \_\_\_\_\_

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

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

6 Name of Second Successor

7 Agent: \_\_\_\_\_

8 Second Successor Agent's

9 Address: \_\_\_\_\_

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

### 11 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

## 11 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 (\_\_\_) All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

16           () All of the above

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

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

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

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

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

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

27           () All of the above

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

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

4            Establish, continue, modify, and terminate option accounts

5            All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

6            All of the above

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

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

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

13           Enforce the terms of an ownership agreement

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

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

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

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

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

27                 (2)     Determine:

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

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

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

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

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

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

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

13  Put additional capital into an entity or a business in which the principal  
14 has an interest

15  Join in a plan of reorganization, consolidation, conversion,  
16 domestication, or merger of the entity or business

17  Sell or liquidate all or part of an entity or business

18  Establish the value of an entity or a business under a buyout agreement  
19 to which the principal is a party

20  Prepare, sign, file, and deliver reports, compilations of information,  
21 returns, or other papers with respect to an entity or business and make related payments

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

27  All of the above

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

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

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

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

6            Apply for and receive a loan secured by a contract of insurance or  
7 annuity

8            Surrender and receive the cash surrender value on a contract of  
9 insurance or annuity

10            Exercise an election

11            Exercise investment powers available under a contract of insurance or  
12 annuity

13            Change the manner of paying premiums on a contract of insurance or  
14 annuity

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

17            Apply for and procure a benefit or assistance under a statute or  
18 regulation to guarantee or pay premiums of a contract of insurance on the life of the  
19 principal

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

22            Select the form and timing of the payment of proceeds from a contract  
23 of insurance or annuity

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

28            All of the above

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

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

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

6            Exercise for the benefit of the principal a presently exercisable general  
7 power of appointment held by the principal

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

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

15            Conserve, invest, disburse, or use anything received for an authorized  
16 purpose

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

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

22            Elect to take an elective share of an estate subject to election under §  
23 3–403 of the Estates and Trusts Article

24            All of the above

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

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

31            Bring an action to determine adverse claims or intervene or otherwise  
32 participate in litigation

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

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

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

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

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

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

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

25             All of the above

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

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

31                    (1)     The principal's children;

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

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

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

4             Provide living quarters for the individuals described above by:

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

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

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

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

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

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

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

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

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

31            All of the above

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

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

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

10           ( ) **PERFORM THE ACTS NECESSARY TO ASSIST THE PRINCIPAL IN**  
11 **MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING FOR A BENEFIT OR**  
12 **PROGRAM**

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

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

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

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

23           ( ) All of the above

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

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

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

32           (3) A deemed individual retirement account under Internal Revenue Code  
33 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] **INCLUDING A  
10 SPECIAL NEEDS TRUST OR A POOLED TRUST ACCOUNT, OR ESTABLISH AND FUND AN  
11 ABLE ACCOUNT AS DEFINED UNDER § 529A OF THE INTERNAL REVENUE CODE FOR  
12 THE BENEFIT OF THE PRINCIPAL OR THE PRINCIPAL'S FAMILY, HEIRS AT LAW, OR  
13 DESCENDANTS, OR ANY OTHER PERSON DESIGNATED BY THE PRINCIPAL AS A  
14 BENEFICIARY UNDER AN EXISTING WILL, TRUST, OR OTHER INSTRUMENT**

15  **AMEND, REVOKE, OR TERMINATE AN EXISTING INTER VIVOS TRUST IF  
16 THE TRUST EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT**

17  Make a gift, subject to any special instructions in this power of attorney,  
18 **INCLUDING A GIFT OF THE PRINCIPAL'S ASSETS TO ASSIST THE PRINCIPAL IN  
19 MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING FOR A BENEFIT OR  
20 PROGRAM AT THE EARLIEST POSSIBLE TIME**

21  Create or change rights of survivorship

22  Create or change a beneficiary designation, subject to any special instructions  
23 in this power of attorney; and, if I wish to authorize my agent to designate the agent, the  
24 agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this  
25 authority within the special instructions of this power of attorney or in a separate power of  
26 attorney

27  Authorize another person to exercise the authority granted under this power  
28 of attorney

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

31  Exercise fiduciary powers that the principal has authority to delegate

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

33  In accordance with the Maryland Fiduciary Access to Digital Assets Act,  
34 access and take control of (1) the content of any of my electronic communications, (2) any

1 catalogue of electronic communications sent or received by me, and (3) any other digital  
2 asset in which I have a right or interest

3 LIMITATION ON AGENT'S AUTHORITY

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

7 SPECIAL INSTRUCTIONS (OPTIONAL)

8 You may give special instructions on the following lines:

9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_

16 EFFECTIVE DATE

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

19 TERMINATION DATE (OPTIONAL)

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

22 NOMINATION OF GUARDIAN (OPTIONAL)

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

25 Name of Nominee for guardian of my property:  
26 \_\_\_\_\_  
27 Nominee's Address: \_\_\_\_\_  
28 Nominee's Telephone Number: \_\_\_\_\_

29 Name of Nominee for guardian of my person:  
30 \_\_\_\_\_  
31 Nominee's Address: \_\_\_\_\_  
32 Nominee's Telephone Number: \_\_\_\_\_

33 SIGNATURE AND ACKNOWLEDGMENT

1 \_\_\_\_\_  
2 Your Signature \_\_\_\_\_ Date \_\_\_\_\_

3 \_\_\_\_\_  
4 Your Name Printed \_\_\_\_\_

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 Your Address \_\_\_\_\_

8 \_\_\_\_\_  
9 Your Telephone Number \_\_\_\_\_

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

12 This document was acknowledged before me on  
13 \_\_\_\_\_ ,  
14 (Date)

15 by \_\_\_\_\_ .  
16 (Name of Principal)

17 \_\_\_\_\_ (Seal, if any)  
18 Signature of Notary  
19 My commission expires: \_\_\_\_\_

20 WITNESS ATTESTATION

21 The foregoing power of attorney was, on the date written above, published and declared by  
22 \_\_\_\_\_  
23 (Name of Principal)

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

27 \_\_\_\_\_  
28 Witness #1 Signature

29 \_\_\_\_\_  
30 Witness #1 Name Printed

31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 Witness #1 Address  
34 \_\_\_\_\_

1 Witness #1 Telephone Number

2 \_\_\_\_\_

3 Witness #2 Signature

4 \_\_\_\_\_

5 Witness #2 Name Printed

6 \_\_\_\_\_

7 \_\_\_\_\_

8 Witness #2 Address

9 \_\_\_\_\_

10 Witness #2 Telephone Number

11 This document prepared by:

12 \_\_\_\_\_

13 \_\_\_\_\_

14 IMPORTANT INFORMATION FOR AGENT

15 Agent's Duties

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

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

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

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

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

28 \_\_\_\_\_ by \_\_\_\_\_  
29 (Principal's Name) (Your Signature) as Agent

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

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

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

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

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

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

#### 8 Termination of Agent's Authority

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

12           (1)    Death of the principal;

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

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

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

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

#### 19 Liability of Agent

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

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

26           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
27 October 1, 2021.