

HOUSE BILL 1266

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11r2856
CF SB 700

By: **Delegate W. Fisher**

Introduced and read first time: February 8, 2021

Assigned to: Judiciary

Committee Report: Favorable

House action: Adopted

Read second time: March 4, 2021

CHAPTER _____

1 AN ACT concerning

2 **Estates and Trusts – Wills – Custodianship**

3 FOR the purpose of requiring a person having custody of a will to maintain custody of the
4 will except under certain circumstances; prohibiting the custodian of a will from
5 taking certain actions related to the will except under certain circumstances;
6 authorizing the custodian of a will to deposit the will for safekeeping with a certain
7 register of wills under certain circumstances; requiring the custodian of a will to
8 deliver the will to certain persons under certain circumstances; establishing the
9 liability of certain custodians of a will for failure or refusal to deliver a will under
10 certain circumstances; authorizing a certain attorney to dispose of a will in a certain
11 manner under certain circumstances; requiring a register of wills to maintain an
12 electronic copy of a will if the register destroys the will under certain circumstances;
13 authorizing an attorney to destroy a will under certain circumstances; providing that
14 the disposal or destruction of a will by an attorney in accordance with this Act may
15 not be construed as a revocation of the will and authorizing the contents of the will
16 to be proven by other types of evidence; establishing the liability of certain persons
17 for certain violations under this Act; providing that certain persons who dispose of a
18 will in accordance with this Act are not liable for certain damages under certain
19 circumstances; altering a certain statutory form for a power of attorney relating to
20 authority of an agent to demand delivery of the principal's will; making stylistic
21 changes; and generally relating to the custodianship of wills.

22 BY adding to

23 Article – Estates and Trusts

24 Section 4–201, 4–204, and 4–205 to be under the amended subtitle “Subtitle 2.

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 Custodianship, Deposit, and Disposal of Wills”
2 Annotated Code of Maryland
3 (2017 Replacement Volume and 2020 Supplement)

4 BY repealing and reenacting, with amendments,
5 Article – Estates and Trusts
6 Section 4–201 through 4–203 and 17–203
7 Annotated Code of Maryland
8 (2017 Replacement Volume and 2020 Supplement)

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

11 **Article – Estates and Trusts**

12 Subtitle 2. **CUSTODIANSHIP, Deposit, AND DISPOSAL** of Wills.

13 **4–201.**

14 **EXCEPT AS OTHERWISE PROVIDED IN THIS SUBTITLE, A PERSON HAVING**
15 **CUSTODY OF A WILL WHO IS NOT THE TESTATOR OF THE WILL HAS A DUTY TO**
16 **MAINTAIN CUSTODY OF THE WILL AND UNLESS AUTHORIZED BY THE TESTATOR MAY**
17 **NOT:**

18 **(1) DESTROY OR DISPOSE OF THE WILL;**

19 **(2) DISCLOSE THE CONTENTS OF THE WILL TO ANY OTHER PERSON;**

20 **OR**

21 **(3) DELIVER THE WILL TO ANY PERSON OTHER THAN THE TESTATOR.**

22 **[4–201.] 4–202.**

23 (a) (1) **[A] SUBJECT TO SUBSECTION (B) OF THIS SECTION, A will may be**
24 **deposited [by] FOR SAFEKEEPING:**

25 **(I) BY** the testator, or by the testator’s agent, **[for safekeeping]** with
26 the register of the county **[where] IN WHICH** the testator resides; **OR**

27 **(II) BY ANY PERSON HAVING CUSTODY OF THE WILL, OTHER**
28 **THAN THE TESTATOR OR THE TESTATOR’S AGENT, WITH THE REGISTER OF THE**
29 **COUNTY IN WHICH THE TESTATOR RESIDES OR IN WHICH THE TESTATOR RESIDED**
30 **WHEN THE WILL WAS EXECUTED.**

31 (2) The register shall give a receipt for the will, on the payment of the

1 required fee.

2 (b) (1) The will shall be enclosed in a sealed wrapper, which shall have
3 endorsed on it "Will of," followed by:

4 (i) The name of the testator;

5 (ii) The testator's address; and

6 (iii) The testator's Social Security number, if available.

7 (2) The register shall endorse on the will:

8 (i) The date it was received; and

9 (ii) The name of the person from whom it was received.

10 (3) The will is not to be delivered or opened except as provided in this
11 subtitle.

12 (c) During the lifetime of the testator a deposited will may be delivered only to
13 the testator, or to a person authorized by the testator in writing to receive it.

14 (d) After being informed of the death of the testator, the register shall:

15 (1) Open the will;

16 (2) Notify the personal representative named in the will, and any other
17 person the register considers appropriate, that the will is on deposit with the register;

18 (3) Retain the will as a deposited will until it is offered for probate; and

19 (4) Keep a photographic copy of a will transmitted elsewhere for probate.

20 [4-202.] **4-203.**

21 **(A) A PERSON HAVING CUSTODY OF THE TESTATOR'S WILL SHALL DELIVER**
22 **THE WILL TO:**

23 **(1) THE TESTATOR, ON DEMAND OF THE TESTATOR;**

24 **(2) A COURT APPOINTED GUARDIAN OF THE TESTATOR'S PROPERTY,**
25 **ON DEMAND OF THE GUARDIAN; OR**

26 **(3) AN ATTORNEY IN FACT ACTING UNDER A DURABLE POWER OF**
27 **ATTORNEY SIGNED BY THE TESTATOR EXPRESSLY AUTHORIZING THE ATTORNEY IN**

1 **FACT TO DEMAND CUSTODY OF THE WILL, ON DEMAND OF THE ATTORNEY IN FACT.**

2 [(a)] **(B) (1)** After the death of a testator, a person having custody of the
3 testator's will shall deliver the [instrument] **WILL** to the register for the county in which
4 administration should be had pursuant to § 5-103 of this article.

5 [(b)] **(2)** The custodian may inform an interested person of the contents of the
6 will.

7 (c) A custodian who willfully fails or refuses to deliver a will [to the register after
8 being informed of the death of the testator] **AS REQUIRED UNDER THIS SECTION** is liable
9 to a person aggrieved for the damages sustained by reason of the failure or refusal.

10 **4-204.**

11 **(A) AN ATTORNEY WHO HAS CUSTODY OF A WILL MAY DISPOSE OF THE WILL**
12 **IN ACCORDANCE WITH THIS SECTION IF:**

13 **(1) THE ATTORNEY IS LICENSED TO PRACTICE LAW IN THE STATE;**

14 **(2) AT LEAST 25 YEARS HAVE ELAPSED SINCE THE DATE OF THE**
15 **EXECUTION OF THE WILL;**

16 **(3) THE ATTORNEY HAS NO KNOWLEDGE OF AND, AFTER DILIGENT**
17 **INQUIRY CANNOT ASCERTAIN, THE ADDRESS OF THE TESTATOR; AND**

18 **(4) TO THE BEST OF THE ATTORNEY'S KNOWLEDGE, THE WILL IS NOT**
19 **SUBJECT TO A CONTRACT TO MAKE OR NOT TO REVOKE A WILL OR DEVISE.**

20 **(B) (1) EXCEPT AS PROVIDED UNDER SUBSECTION (C) OF THIS SECTION,**
21 **AN ATTORNEY AUTHORIZED TO DISPOSE OF A WILL UNDER THIS SECTION SHALL**
22 **FILE THE WILL WITH THE REGISTER OF THE COUNTY WHERE THE TESTATOR**
23 **RESIDED WHEN THE WILL WAS EXECUTED ALONG WITH AN AFFIDAVIT CERTIFYING**
24 **THAT THE CONDITIONS OF SUBSECTION (A) OF THIS SECTION HAVE BEEN MET.**

25 **(2) THE REGISTER SHALL CHARGE AND COLLECT ANY FEE**
26 **ESTABLISHED UNDER § 2-206 OF THIS ARTICLE FOR THE FILING OF THE WILL AND**
27 **AFFIDAVIT.**

28 **(3) ON THE FILING OF THE WILL AND AFFIDAVIT UNDER PARAGRAPH**
29 **(1) OF THIS SUBSECTION, THE REGISTER MAY DESTROY THE WILL BUT SHALL**
30 **RETAIN AN ELECTRONIC COPY OF THE WILL AND AFFIDAVIT.**

31 **(C) AN ATTORNEY AUTHORIZED TO DISPOSE OF A WILL UNDER THIS**

1 SECTION MAY DESTROY THE WILL WITHOUT NOTICE TO ANY PERSON OR COURT IF
2 THE WILL HAS NOT BEEN OFFERED FOR PROBATE WITHIN 10 YEARS FOLLOWING THE
3 DEATH OF THE TESTATOR.

4 (D) (1) THE DISPOSAL OR DESTRUCTION OF A WILL IN ACCORDANCE
5 WITH THIS SECTION MAY NOT BE CONSTRUED AS A REVOCATION OF THE WILL UNDER
6 § 4-105 OF THIS TITLE.

7 (2) THE CONTENTS OF A WILL DISPOSED OF OR DESTROYED IN
8 ACCORDANCE WITH THIS SECTION MAY BE PROVEN BY OTHER TYPES OF EVIDENCE.

9 4-205.

10 (A) A PERSON WHO VIOLATES ANY PROVISION OF THIS SUBTITLE SHALL BE
11 LIABLE TO A PERSON AGGRIEVED FOR THE DAMAGES SUSTAINED AS A RESULT OF
12 THE VIOLATION.

13 (B) AN ATTORNEY OR REGISTER WHO DISPOSES OF A WILL IN ACCORDANCE
14 WITH THIS SUBTITLE IS NOT LIABLE TO THE TESTATOR OR ANY OTHER PERSON FOR
15 ANY DAMAGES SUSTAINED BY THE TESTATOR OR OTHER PERSON AS A RESULT OF
16 THE DISPOSAL.

17 [4-203.] 4-206.

18 The robbery or larceny of a will shall be punished in the same manner as the robbery
19 or larceny of goods and chattels.

20 17-203.

21 "MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

22 PLEASE READ CAREFULLY

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

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

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

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

4 Your agent is not entitled to compensation unless you indicate otherwise in the special
 5 instructions of this power of attorney. If you indicate that your agent is to receive
 6 compensation, your agent is entitled to reasonable compensation or compensation as
 7 specified in the Special Instructions.

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

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

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

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

17 DESIGNATION OF AGENT

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

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

21 I, _____, name the following person

22 (Name of Principal)

23 as my agent:

24 Name of

25 Agent: _____

26 Agent's

27 Address: _____

28 Agent's Telephone

29 Number: _____

30 DESIGNATION OF COAGENTS (OPTIONAL)

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

33 I, _____,

(Name of Principal)

Name the following persons as coagents:

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Special Instructions Regarding Coagents: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____

Successor Agent's

Address: _____

Successor Agent's Telephone Number: _____

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

Name of Second Successor

Agent: _____

Second Successor Agent's

Address: _____

Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

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

(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and

1 conserve, invest, disburse, or use anything so received or obtained for the purposes
2 intended;

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

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

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

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

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

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

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

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

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

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

30 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

29 (1) Selling or otherwise disposing of the stocks and bonds or other
30 property;

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

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

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

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

5 All of the above

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

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

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

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

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

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

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

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

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

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

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

30 (6) Using and making repairs, alterations, or improvements to the
31 property

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

1 All of the above

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

3 Buy, sell, and exchange stocks and bonds

4 Establish, continue, modify, or terminate an account with respect to
5 stocks and bonds

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

8 Receive certificates and other evidences of ownership with respect to
9 stocks and bonds

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

12 All of the above

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

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

17 Establish, continue, modify, and terminate option accounts

18 All of the above

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

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

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

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

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

1 Withdraw, by check, money order, electronic funds transfer, or
2 otherwise, money or property of the principal deposited with or left in the custody of a
3 financial institution

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

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

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

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

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

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

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

23 All of the above

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

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

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

30 Enforce the terms of an ownership agreement

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

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

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

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

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

11 (2) Determine:

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

13 (ii) The nature and extent of the business of the entity or
14 business;

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

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

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

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

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

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

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

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

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

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

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

10 All of the above

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

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

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

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

22 Apply for and receive a loan secured by a contract of insurance or
23 annuity

24 Surrender and receive the cash surrender value on a contract of
25 insurance or annuity

26 Exercise an election

27 Exercise investment powers available under a contract of insurance or
28 annuity

29 Change the manner of paying premiums on a contract of insurance or
30 annuity

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

33 Apply for and procure a benefit or assistance under a statute or

1 regulation to guarantee or pay premiums of a contract of insurance on the life of the
2 principal

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

5 Select the form and timing of the payment of proceeds from a contract
6 of insurance or annuity

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

11 All of the above

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

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

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

21 Exercise for the benefit of the principal a presently exercisable general
22 power of appointment held by the principal

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

27 Initiate, participate in, submit to alternative dispute resolution, settle,
28 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,
29 or surcharge a fiduciary

30 Conserve, invest, disburse, or use anything received for an authorized
31 purpose

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

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

3 Elect to take an elective share of an estate subject to election under §
4 3–403 of the Estates and Trusts Article

5 All of the above

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

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

12 Bring an action to determine adverse claims or intervene or otherwise
13 participate in litigation

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

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

20 Submit to alternative dispute resolution, settle, and propose or accept
21 a compromise

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

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

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

1 Receive money or other thing of value paid in settlement of or as
2 proceeds of a claim or litigation

3 All of the above

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

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

9 (1) The principal's children;

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

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

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

17 Provide living quarters for the individuals described above by:

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

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

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

25 Pay expenses for necessary health care and custodial care on behalf of
26 the individuals described above

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

33 Continue provisions made by the principal for automobiles or other

1 means of transportation, including registering, licensing, insuring, and replacing the
2 means of transportation, for the individuals described above

3 Maintain credit and debit accounts for the convenience of the
4 individuals described above and open new accounts

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

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

11 All of the above

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

15 Execute vouchers in the name of the principal for allowances and
16 reimbursements payable by the United States or a foreign government or by a state or
17 subdivision of a state to the principal, including allowances and reimbursements for
18 transportation of the individuals described in “J. Personal and Family Maintenance” above,
19 and for shipment of the household effects of those individuals

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

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

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

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

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

34 All of the above

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

5 (1) An individual retirement account under Internal Revenue Code Section
6 408, 26 U.S.C. § 408;

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

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

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

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

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

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

20 Select the form and timing of payments under a retirement plan and
21 withdraw benefits from a plan

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

24 Establish a retirement plan in the principal's name

25 Make contributions to a retirement plan

26 Exercise investment powers available under a retirement plan

27 Borrow from, sell assets to, or purchase assets from a retirement plan

28 All of the above

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

30 Prepare, sign, and file federal, state, local, and foreign income, gift,
31 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for

1 refunds, requests for extension of time, petitions regarding tax matters, and other
2 tax-related documents, including receipts, offers, waivers, consents, including consents
3 and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing
4 agreements, and other powers of attorney required by the Internal Revenue Service or other
5 taxing authority with respect to a tax year on which the statute of limitations has not run
6 and the following 25 tax years

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

10 Exercise elections available to the principal under federal, state, local,
11 or foreign tax law

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

14 All of the above

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

20 Make outright to, or for the benefit of, a person, a gift of part or all of
21 the principal's property, including by the exercise of a presently exercisable general power
22 of appointment held by the principal, in an amount for each donee not to exceed the annual
23 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),
24 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the
25 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue
26 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the
27 annual federal gift tax exclusion limit

28 Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
29 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
30 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

6 (___) All of the above

7 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

10 (Caution: Granting any of the following will give your agent the authority to take actions
11 that could significantly reduce your property or change how your property is distributed at
12 your death. In addition, granting your agent the authority to make gifts to, or to designate
13 as the beneficiary of any retirement plan, the agent, the agent’s spouse, or a dependent of
14 the agent may constitute a taxable gift by you and may make the property subject to that
15 authority taxable as part of the agent’s estate. INITIAL ONLY the specific authority you
16 WANT to give your agent.)

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

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

20 (___) Create or change rights of survivorship

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

26 (___) Authorize another person to exercise the authority granted under this power
27 of attorney

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

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

31 (___) Disclaim or refuse an interest in property, including a power of appointment

32 (___) In accordance with the Maryland Fiduciary Access to Digital Assets Act,

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

4 () DEMAND THE DELIVERY OF THE PRINCIPAL’S WILL FROM THE
5 CUSTODIAN OF THE WILL AND, ON DELIVERY OF THE PRINCIPAL’S WILL, TAKE
6 CUSTODY OF THE WILL SUBJECT TO THE REQUIREMENTS OF TITLE 4, SUBTITLE 2
7 OF THE ESTATES AND TRUSTS ARTICLE

8 LIMITATION ON AGENT’S AUTHORITY

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

12 SPECIAL INSTRUCTIONS (OPTIONAL)

13 You may give special instructions on the following lines:

14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____

21 EFFECTIVE DATE

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

24 TERMINATION DATE (OPTIONAL)

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

27 NOMINATION OF GUARDIAN (OPTIONAL)

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

30 Name of Nominee for guardian of my property:
31 _____
32 Nominee’s Address: _____
33 Nominee’s Telephone Number: _____

1 Name of Nominee for guardian of my person:
 2 _____
 3 Nominee's Address: _____
 4 Nominee's Telephone Number: _____

SIGNATURE AND ACKNOWLEDGMENT

6 _____
 7 Your Signature _____ Date

8 _____
 9 Your Name Printed

10 _____
 11 _____
 12 Your Address

13 _____
 14 Your Telephone Number

15 STATE OF MARYLAND
 16 (COUNTY) OF _____

17 This document was acknowledged before me on
 18 _____ ,
 19 (Date)

20 by _____ .
 21 (Name of Principal)

22 _____ (Seal, if any)

23 Signature of Notary
 24 My commission expires: _____

WITNESS ATTESTATION

26 The foregoing power of attorney was, on the date written above, published and declared by
 27 _____
 28 (Name of Principal)

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

32 _____
 33 Witness #1 Signature

1 _____
 2 Witness #1 Name Printed
 3 _____
 4 _____
 5 Witness #1 Address
 6 _____
 7 Witness #1 Telephone Number

8 _____
 9 Witness #2 Signature
 10 _____
 11 Witness #2 Name Printed
 12 _____
 13 _____
 14 Witness #2 Address
 15 _____
 16 Witness #2 Telephone Number

17 This document prepared by:
 18 _____
 19 _____

20 **IMPORTANT INFORMATION FOR AGENT**

21 **Agent’s Duties**

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

- 26 (1) Do what you know the principal reasonably expects you to do with the
 27 principal’s property or, if you do not know the principal’s expectations, act in the principal’s
 28 best interest;
- 29 (2) Act with care, competence, and diligence for the best interest of the principal;
- 30 (3) Do nothing beyond the authority granted in this power of attorney; and
- 31 (4) Disclose your identity as an agent whenever you act for the principal by
 32 writing or printing the name of the principal and signing your own name as “agent” in the
 33 following manner:

34 _____ by _____
 35 (Principal’s Name) (Your Signature) as Agent

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

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

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

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

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

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

12 Termination of Agent's Authority

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

16 (1) Death of the principal;

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

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

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

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

23 Liability of Agent

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

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

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

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.