

# SENATE BILL 700

N2

11r2212  
CF HB 1266

---

By: **Senator West**

Introduced and read first time: February 3, 2021

Assigned to: Judicial Proceedings

---

Committee Report: Favorable

Senate action: Adopted

Read second time: March 5, 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

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



1 Section 4–201, 4–204, and 4–205 to be under the amended subtitle “Subtitle 2.  
 2 Custodianship, Deposit, and Disposal of Wills”  
 3 Annotated Code of Maryland  
 4 (2017 Replacement Volume and 2020 Supplement)

5 BY repealing and reenacting, with amendments,  
 6 Article – Estates and Trusts  
 7 Section 4–201 through 4–203 and 17–203  
 8 Annotated Code of Maryland  
 9 (2017 Replacement Volume and 2020 Supplement)

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

12 **Article – Estates and Trusts**

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

14 **4–201.**

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

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

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

21 **OR**

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

23 **[4–201.] 4–202.**

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

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

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

1           (2)    The register shall give a receipt for the will, on the payment of the  
2 required fee.

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

5                   (i)    The name of the testator;

6                   (ii)   The testator's address; and

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

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

9                   (i)    The date it was received; and

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

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

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

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

16                   (1)    Open the will;

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

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

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

21   **[4-202.] 4-203.**

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

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

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

1           **(3) AN ATTORNEY IN FACT ACTING UNDER A DURABLE POWER OF**  
2 **ATTORNEY SIGNED BY THE TESTATOR EXPRESSLY AUTHORIZING THE ATTORNEY IN**  
3 **FACT TO DEMAND CUSTODY OF THE WILL, ON DEMAND OF THE ATTORNEY IN FACT.**

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

7           **[(b) (2)** The custodian may inform an interested person of the contents of the  
8 will.

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

12 **4-204.**

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

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

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

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

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

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

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

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

1 (C) AN ATTORNEY AUTHORIZED TO DISPOSE OF A WILL UNDER THIS  
2 SECTION MAY DESTROY THE WILL WITHOUT NOTICE TO ANY PERSON OR COURT IF  
3 THE WILL HAS NOT BEEN OFFERED FOR PROBATE WITHIN 10 YEARS FOLLOWING THE  
4 DEATH OF THE TESTATOR.

5 (D) (1) THE DISPOSAL OR DESTRUCTION OF A WILL IN ACCORDANCE  
6 WITH THIS SECTION MAY NOT BE CONSTRUED AS A REVOCATION OF THE WILL UNDER  
7 § 4-105 OF THIS TITLE.

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

10 4-205.

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

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

18 [4-203.] 4-206.

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

21 17-203.

22 "MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

23 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

#### 18 DESIGNATION OF AGENT

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

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

22 I, \_\_\_\_\_, name the following person  
23 (Name of Principal)  
24 as my agent:

25 Name of  
26 Agent: \_\_\_\_\_  
27 Agent's  
28 Address: \_\_\_\_\_  
29 Agent's Telephone  
30 Number: \_\_\_\_\_

#### 31 DESIGNATION OF COAGENTS (OPTIONAL)

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

1 I, \_\_\_\_\_,

2 (Name of Principal)

3 Name the following persons as coagents:

4 Name of Coagent: \_\_\_\_\_

5 Coagent's Address: \_\_\_\_\_

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

7 Name of Coagent: \_\_\_\_\_

8 Coagent's Address: \_\_\_\_\_

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

10 Special Instructions Regarding Coagents: \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

16 Name of Successor Agent: \_\_\_\_\_

17 Successor Agent's

18 Address: \_\_\_\_\_

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

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

22 Name of Second Successor

23 Agent: \_\_\_\_\_

24 Second Successor Agent's

25 Address: \_\_\_\_\_

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

27 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

## 32 SUBJECTS AND AUTHORITY

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



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

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

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

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

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

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

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

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

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

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

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

32                   (1)    Selling or otherwise disposing of the stocks and bonds or other  
33 property;

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

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

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

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

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

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

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

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

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

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

22 (\_\_\_) Manage or conserve tangible personal property or an interest in  
23 tangible personal property on behalf of the principal, including:

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

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

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

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

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

1                   (6) Using and making repairs, alterations, or improvements to the  
2 property

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

4                    All of the above

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

6                    Buy, sell, and exchange stocks and bonds

7                    Establish, continue, modify, or terminate an account with respect to  
8 stocks and bonds

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

11                    Receive certificates and other evidences of ownership with respect to  
12 stocks and bonds

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

15                    All of the above

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

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

20                    Establish, continue, modify, and terminate option accounts

21                    All of the above

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

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

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

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

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

5            Withdraw, by check, money order, electronic funds transfer, or  
6 otherwise, money or property of the principal deposited with or left in the custody of a  
7 financial institution

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

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

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

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

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

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

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

27           All of the above

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

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

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

1           ( ) Enforce the terms of an ownership agreement

2           ( ) Initiate, participate in, submit to alternative dispute resolution, settle,  
3 oppose, or propose or accept a compromise with respect to litigation to which the principal  
4 is a party because of an ownership interest

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

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

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

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

15                   (2) Determine:

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

17                           (ii) The nature and extent of the business of the entity or  
18 business;

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

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

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

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

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

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

1             Join in a plan of reorganization, consolidation, conversion,  
2 domestication, or merger of the entity or business

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

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

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

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

13             All of the above

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

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

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

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

25             Apply for and receive a loan secured by a contract of insurance or  
26 annuity

27             Surrender and receive the cash surrender value on a contract of  
28 insurance or annuity

29             Exercise an election

30             Exercise investment powers available under a contract of insurance or  
31 annuity

32             Change the manner of paying premiums on a contract of insurance or  
33 annuity

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

3             Apply for and procure a benefit or assistance under a statute or  
4 regulation to guarantee or pay premiums of a contract of insurance on the life of the  
5 principal

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

8             Select the form and timing of the payment of proceeds from a contract  
9 of insurance or annuity

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

14            All of the above

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

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

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

24            Exercise for the benefit of the principal a presently exercisable general  
25 power of appointment held by the principal

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

30            Initiate, participate in, submit to alternative dispute resolution, settle,  
31 oppose, or propose or accept a compromise with respect to litigation to remove, substitute,  
32 or surcharge a fiduciary

33            Conserve, invest, disburse, or use anything received for an authorized  
34 purpose

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

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

6            Elect to take an elective share of an estate subject to election under §  
7 3–403 of the Estates and Trusts Article

8            All of the above

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

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

15            Bring an action to determine adverse claims or intervene or otherwise  
16 participate in litigation

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

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

23            Submit to alternative dispute resolution, settle, and propose or accept  
24 a compromise

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

33            Act for the principal with respect to bankruptcy or insolvency, whether  
34 voluntary or involuntary, concerning the principal or some other person, or with respect to



1 a reorganization, receivership, or application for the appointment of a receiver or trustee  
2 that affects an interest of the principal in property or other thing of value

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

5  Receive money or other thing of value paid in settlement of or as  
6 proceeds of a claim or litigation

7  All of the above

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

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

13 (1) The principal's children;

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

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

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

21  Provide living quarters for the individuals described above by:

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

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

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

29  Pay expenses for necessary health care and custodial care on behalf of  
30 the individuals described above

31  Act as the principal's personal representative in accordance with the  
32 Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social

1 Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions related to  
2 the past, present, or future payment for the provision of health care consented to by the  
3 principal or anyone authorized under the law of this State to consent to health care on  
4 behalf of the principal

5  Continue provisions made by the principal for automobiles or other  
6 means of transportation, including registering, licensing, insuring, and replacing the  
7 means of transportation, for the individuals described above

8  Maintain credit and debit accounts for the convenience of the  
9 individuals described above and open new accounts

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

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

16  All of the above

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

20  Execute vouchers in the name of the principal for allowances and  
21 reimbursements payable by the United States or a foreign government or by a state or  
22 subdivision of a state to the principal, including allowances and reimbursements for  
23 transportation of the individuals described in “J. Personal and Family Maintenance” above,  
24 and for shipment of the household effects of those individuals

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

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

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

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

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

3             All of the above

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

8            (1) An individual retirement account under Internal Revenue Code Section  
9 408, 26 U.S.C. § 408;

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

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

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

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

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

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

23            Select the form and timing of payments under a retirement plan and  
24 withdraw benefits from a plan

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

27            Establish a retirement plan in the principal's name

28            Make contributions to a retirement plan

29            Exercise investment powers available under a retirement plan

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

1            All of the above

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

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

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

14            Exercise elections available to the principal under federal, state, local,  
15 or foreign tax law

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

18            All of the above

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

24            Make outright to, or for the benefit of, a person, a gift of part or all of  
25 the principal's property, including by the exercise of a presently exercisable general power  
26 of appointment held by the principal, in an amount for each donee not to exceed the annual  
27 dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b),  
28 26 U.S.C. § 2503(b), without regard to whether the federal gift tax exclusion applies to the  
29 gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue  
30 Code Section 2513, 26 U.S.C. § 2513, in an amount for each donee not to exceed twice the  
31 annual federal gift tax exclusion limit

32            Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §  
33 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee  
34 not to exceed the aggregate annual gift tax exclusions for both spouses

35           (NOTE: An agent may only make a gift of the principal's property as the agent  
36 determines is consistent with the principal's objectives if actually known by the agent and,

1 if unknown, as the agent determines is consistent with the principal's best interest based  
2 on all relevant factors, including:

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

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

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

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

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

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

11 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

21 (\_\_\_) Create an inter vivos trust, or amend, revoke, or terminate an existing inter  
22 vivos trust if the trust expressly authorizes that action by the agent

23 (\_\_\_) Make a gift, subject to any special instructions in this power of attorney

24 (\_\_\_) Create or change rights of survivorship

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

30 (\_\_\_) Authorize another person to exercise the authority granted under this power  
31 of attorney

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

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

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

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

9 ( ) **DEMAND THE DELIVERY OF THE PRINCIPAL’S WILL FROM THE**  
10 **CUSTODIAN OF THE WILL AND, ON DELIVERY OF THE PRINCIPAL’S WILL, TAKE**  
11 **CUSTODY OF THE WILL SUBJECT TO THE REQUIREMENTS OF TITLE 4, SUBTITLE 2**  
12 **OF THE ESTATES AND TRUSTS ARTICLE**

13 **LIMITATION ON AGENT’S AUTHORITY**

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

17 **SPECIAL INSTRUCTIONS (OPTIONAL)**

18 You may give special instructions on the following lines:

19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 **EFFECTIVE DATE**

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

29 **TERMINATION DATE (OPTIONAL)**

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

32 **NOMINATION OF GUARDIAN (OPTIONAL)**

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

3 Name of Nominee for guardian of my property:

4 \_\_\_\_\_

5 Nominee's Address: \_\_\_\_\_

6 Nominee's Telephone Number: \_\_\_\_\_

7 Name of Nominee for guardian of my person:

8 \_\_\_\_\_

9 Nominee's Address: \_\_\_\_\_

10 Nominee's Telephone Number: \_\_\_\_\_

11 SIGNATURE AND ACKNOWLEDGMENT

12 \_\_\_\_\_

13 Your Signature

Date

14 \_\_\_\_\_

15 Your Name Printed

16 \_\_\_\_\_

17 \_\_\_\_\_

18 Your Address

19 \_\_\_\_\_

20 Your Telephone Number

21 STATE OF MARYLAND

22 (COUNTY) OF \_\_\_\_\_

23 This document was acknowledged before me on

24 \_\_\_\_\_ ,

25 (Date)

26 by \_\_\_\_\_ .

27 (Name of Principal)

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

29 Signature of Notary

30 My commission expires: \_\_\_\_\_

31 WITNESS ATTESTATION

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

33 \_\_\_\_\_

34 (Name of Principal)

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

4 \_\_\_\_\_  
5 Witness #1 Signature

6 \_\_\_\_\_  
7 Witness #1 Name Printed

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 Witness #1 Address

11 \_\_\_\_\_  
12 Witness #1 Telephone Number

13 \_\_\_\_\_  
14 Witness #2 Signature

15 \_\_\_\_\_  
16 Witness #2 Name Printed

17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 Witness #2 Address

20 \_\_\_\_\_  
21 Witness #2 Telephone Number

22 This document prepared by:  
23 \_\_\_\_\_  
24 \_\_\_\_\_

25 **IMPORTANT INFORMATION FOR AGENT**

26 **Agent's Duties**

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

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

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

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



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

4 \_\_\_\_\_ by \_\_\_\_\_  
5 (Principal’s Name) (Your Signature) as Agent

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

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

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

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

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

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

#### 17 Termination of Agent’s Authority

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

21 (1) Death of the principal;

22 (2) The principal’s revocation of the power of attorney or your authority;

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

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

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

#### 28 Liability of Agent

29 The meaning of the authority granted to you is defined in the Maryland Power of Attorney  
30 Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland Power of

1 Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the authority  
2 granted, you may be liable for any damages caused by your violation.

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

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

Approved:

---

Governor.

---

President of the Senate.

---

Speaker of the House of Delegates.