

HOUSE BILL 92

N2
HB 870/21 – JUD

(PRE-FILED)

2lr0391

By: **Delegate Hill**

Requested: August 18, 2021

Introduced and read first time: January 12, 2022

Assigned to: Judiciary

A BILL ENTITLED

1 AN ACT concerning

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

4 FOR the purpose of altering certain statutory forms for a power of attorney to include
5 certain provisions relating to the authority of an agent to perform certain acts
6 relating to eligibility and qualifications for certain governmental benefits or
7 programs; altering a certain provision in a certain statutory form for a limited power
8 of attorney relating to the authority of an agent to make a gift of part or all of a
9 principal's property or to take certain actions with respect to certain trusts under
10 certain circumstances; and generally relating to powers of attorney.

11 BY repealing and reenacting, with amendments,
12 Article – Estates and Trusts
13 Section 17–202 and 17–203
14 Annotated Code of Maryland
15 (2017 Replacement Volume and 2021 Supplement)

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

18 **Article – Estates and Trusts**

19 17–202.

20 “MARYLAND STATUTORY FORM

21 PERSONAL FINANCIAL POWER OF ATTORNEY

22 IMPORTANT INFORMATION AND WARNING

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

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

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

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

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

19 DESIGNATION OF AGENT

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

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

23 I, _____,

24 (Name of Principal)

25 Name the following person as my agent:

26 Name of Agent: _____

27 Agent's Address: _____

28 Agent's Telephone Number: _____

29 DESIGNATION OF COAGENTS (OPTIONAL)

30 This section of the form provides for designation of two or more coagents. Coagents are
31 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

20 Telephone Number: _____

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

23 Name of Second

24 Successor Agent: _____

25 Second Successor

26 Agent's Address: _____

27 Second Successor Agent's

28 Telephone Number: _____

1 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

23 SUBJECTS AND AUTHORITY

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

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

1 or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or
2 applying for and receiving refunds in connection with them; and (4) purchasing supplies,
3 hiring assistance or labor, and making repairs or alterations to the real property.

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

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

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

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

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

21 Benefits from governmental programs or civil or military service (including any benefit,
22 program, or assistance provided under a statute or regulation including Social Security,
23 Medicare, and Medicaid) – With respect to this subject, I authorize my agent to: execute
24 vouchers in the name of the principal for allowances and reimbursements payable by the
25 United States or a foreign government or by a state or subdivision of a state to the principal;
26 **PERFORM THE ACTS NECESSARY TO ENABLE THE PRINCIPAL TO QUALIFY FOR A**
27 **BENEFIT OR PROGRAM, INCLUDING OBTAINING PERSONAL AND FINANCIAL**
28 **RECORDS AND, TO THE EXTENT AUTHORIZED IN THE SPECIAL INSTRUCTIONS**
29 **BELOW, TO TRANSFER OR GIFT THE PRINCIPAL’S PROPERTY;** enroll in, apply for,
30 select, reject, change, amend, or discontinue, on the principal’s behalf, a benefit or program;
31 prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or
32 otherwise, to which the principal may be entitled under a statute or regulation; initiate,
33 participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept
34 a compromise with respect to litigation concerning a benefit or assistance the principal may
35 be entitled to receive under a statute or regulation; and receive the financial proceeds of a
36 claim described above and conserve, invest, disburse, or use for a lawful purpose anything
37 so received.

38 Retirement plans (including a plan or account created by an employer, the principal, or
39 another individual to provide retirement benefits or deferred compensation of which the
40 principal is a participant, beneficiary, or owner, including a plan or account under the
41 following sections of the Internal Revenue Code: (1) an individual retirement account under
42 Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement
43 account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed
44 individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. §

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

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

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

39 SPECIAL INSTRUCTIONS (OPTIONAL)

40 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

41 _____
 42 _____

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

7 EFFECTIVE DATE

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

10 TERMINATION DATE (OPTIONAL)

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

13 NOMINATION OF GUARDIAN (OPTIONAL)

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

16 Name of nominee for guardian of my property: _____
 17 Nominee's address: _____
 18 Nominee's telephone number: _____
 19 Name of nominee for guardian of my person: _____
 20 Nominee's address: _____
 21 Nominee's telephone number: _____

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

24 If I am incapacitated within the meaning of § 17-101 of the Estates and Trusts Article, I
25 designate the following person as my agent for purposes of making the election to take an
26 elective share of an estate subject to election under § 3-403 of the Estates and Trusts
27 Article:

28 Name of designated agent: _____
 29 Designated agent's address: _____
 30 Designated agent's telephone number: _____

31 SIGNATURE AND ACKNOWLEDGMENT

32 _____
 33 Your Signature Date

34 _____

1 Your Name Printed

2 _____

3 _____

4 Your Address

5 _____

6 Your Telephone Number

7 STATE OF MARYLAND

8 (COUNTY) OF _____

9 This document was acknowledged before me on

10 _____

11 (Date)

12 By _____ to be his/her act.

13 (Name of Principal)

14 _____ (SEAL, IF ANY)

15 Signature of Notary

16 My commission expires: _____

17 WITNESS ATTESTATION

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

19 _____

20 (Name of Principal)

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

24 _____

25 Witness #1 Signature

26 _____

27 Witness #1 Name Printed

28 _____

29 _____

30 Witness #1 Address

31 _____

32 Witness #1 Telephone Number

33 _____

34 Witness #2 Signature

1 _____

2 Witness #2 Name Printed

3 _____

4 _____

5 Witness #2 Address

6 _____

7 Witness #2 Telephone Number”

8 17–203.

9 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

10 PLEASE READ CAREFULLY

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

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

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

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

24 Your agent is not entitled to compensation unless you indicate otherwise in the special
 25 instructions of this power of attorney. If you indicate that your agent is to receive
 26 compensation, your agent is entitled to reasonable compensation or compensation as
 27 specified in the Special Instructions.

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

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

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

35 If you have questions about the power of attorney or the authority you are granting to your

1 agent, you should seek legal advice before signing this form.

2 DESIGNATION OF AGENT

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

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

6 I, _____, name the following person

7 (Name of Principal)

8 as my agent:

9 Name of

10 Agent: _____

11 Agent’s

12 Address: _____

13 Agent’s Telephone

14 Number: _____

15 DESIGNATION OF COAGENTS (OPTIONAL)

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

18 I, _____,

19 (Name of Principal)

20 Name the following persons as coagents:

21 Name of Coagent: _____

22 Coagent’s Address: _____

23 Coagent’s Telephone Number: _____

24 Name of Coagent: _____

25 Coagent’s Address: _____

26 Coagent’s Telephone Number: _____

27 Special Instructions Regarding Coagents: _____

28 _____

29 _____

30 _____

1 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

3 Name of Successor Agent: _____

4 Successor Agent's

5 Address: _____

6 Successor Agent's Telephone Number: _____

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

9 Name of Second Successor

10 Agent: _____

11 Second Successor Agent's

12 Address: _____

13 Second Successor Agent's Telephone Number: _____

14 GRANT OF GENERAL AUTHORITY

15 I ("the principal") grant my agent and any successor agent, with respect to each subject
16 that I choose below, the authority to do all acts that I could do to:17 (1) Demand, receive, and obtain by litigation or otherwise, money or
18 another thing of value to which the principal is, may become, or claims to be entitled, and
19 conserve, invest, disburse, or use anything so received or obtained for the purposes
20 intended;21 (2) Contract with another person, on terms agreeable to the agent, to
22 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
23 restate, release, or modify the contract or another contract made by or on behalf of the
24 principal;25 (3) Execute, acknowledge, seal, deliver, file, or record any instrument or
26 communication the agent considers desirable to accomplish a purpose of a transaction,
27 including creating a schedule contemporaneously or at a later time listing some or all of the
28 principal's property and attaching the schedule to this power of attorney;29 (4) Initiate, participate in, submit to alternative dispute resolution, settle,
30 oppose, or propose or accept a compromise with respect to a claim existing in favor of or
31 against the principal or intervene in litigation relating to the claim;32 (5) Seek on the principal's behalf the assistance of a court or other
33 governmental agency to carry out an act authorized in this power of attorney;

34 (6) Engage, compensate, and discharge an attorney, accountant,

1 discretionary investment manager, expert witness, or other advisor;

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

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

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

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

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

14 SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (____) All of the above

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

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

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

31 (____) Grant a security interest in tangible personal property or an interest in
32 tangible personal property as security to borrow money or pay, renew, or extend the time

1 of payment of a debt of the principal or a debt guaranteed by the principal

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

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

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

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

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

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

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

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

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

16 All of the above

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

18 Buy, sell, and exchange stocks and bonds

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

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

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

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

27 All of the above

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

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

4 Establish, continue, modify, and terminate option accounts

5 All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

6 All of the above

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

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

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

13 Enforce the terms of an ownership agreement

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

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

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

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

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

27 (2) Determine:

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (___) All of the above

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

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

32 (___) Procure new, different, and additional contracts of insurance and
33 annuities for the principal and the principal's spouse, children, and other dependents, and

1 select the amount, type of insurance or annuity, and mode of payment

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

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

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

8 Exercise an election

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

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

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

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

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

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

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

26 All of the above

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

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

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

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

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

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

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

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

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

20 Elect to take an elective share of an estate subject to election under §
21 3-403 of the Estates and Trusts Article

22 All of the above

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

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

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

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

34 Make or accept a tender, offer of judgment, or admission of facts, submit

1 a controversy on an agreed statement of facts, consent to examination, and bind the
2 principal in litigation

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

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

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

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

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

21 All of the above

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

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

27 (1) The principal's children;

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

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

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

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

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

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

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

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

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

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

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

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

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

28 () All of the above

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

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

1 and for shipment of the household effects of those individuals

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

6 () **PERFORM THE ACTS NECESSARY TO ENABLE THE PRINCIPAL TO**
7 **QUALIFY FOR A BENEFIT OR PROGRAM, INCLUDING OBTAINING PERSONAL AND**
8 **FINANCIAL RECORDS AND, TO THE EXTENT SPECIFICALLY AUTHORIZED BELOW, TO**
9 **TRANSFER OR GIFT THE PRINCIPAL'S PROPERTY**

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

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

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

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

20 () All of the above

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

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

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

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

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

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

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

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

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

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

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

11 () Make contributions to a retirement plan

12 () Exercise investment powers available under a retirement plan

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

14 () All of the above

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

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

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

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

29 () Act for the principal in all tax matters for all periods before the Internal
30 Revenue Service, or other taxing authority

31 () All of the above

1 N. Gifts [(including gifts to] **AND TRANSFERS – WITH RESPECT TO THIS**
 2 **SUBJECT, I AUTHORIZE MY AGENT TO:**

3 **MAKE A GIFT OR TRANSFER TO A PERSON, OR CREATE AND FUND**
 4 **FOR THE BENEFIT OF A PERSON, INCLUDING THE PRINCIPAL**, a trust, an account under
 5 the Uniform Transfers to Minors Act, a tuition savings account or prepaid tuition plan as
 6 defined under Internal Revenue Code Section 529, 26 U.S.C. § 529, [and] an ABLE account
 7 as defined under Internal Revenue Code Section 529A, 26 U.S.C. § 529A) – With respect
 8 to this subject, I authorize my agent to:

9 **Make outright to, or for the benefit of, a person, a gift], OR A SPECIAL**
 10 **NEEDS TRUST OR ANY TRUST AUTHORIZED UNDER § 1917 OF THE FEDERAL SOCIAL**
 11 **SECURITY ACT**, of part or all of the principal's property, including by the exercise of a
 12 presently exercisable general power of appointment held by the principal, in an amount for
 13 each donee not to exceed the annual dollar limits of the federal gift tax exclusion under
 14 Internal Revenue Code Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the
 15 federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to
 16 a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount
 17 for each donee not to exceed twice the annual federal gift tax exclusion limit

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

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

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

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

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

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

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

32 All of the above

33 **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

34 **[My agent MAY NOT] IN ADDITION, MY AGENT MAY** do any of the following specific acts

1 for me [UNLESS] **ONLY IF** I have INITIALED the specific authority listed below:

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

9 **TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N OF THIS**
10 **POWER OF ATTORNEY WITHOUT RESTRICTION ON THE AMOUNT OF THE GIFT OR**
11 **TRANSFER**

12 **TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N OF THIS**
13 **POWER OF ATTORNEY IN FAVOR OF MY AGENT**

14 **Create AND FUND an inter vivos trust, [or amend, revoke, or terminate an**
15 **existing inter vivos trust if the trust expressly authorizes that action by the agent]**
16 **INCLUDING A SPECIAL NEEDS TRUST, ANY TRUST AUTHORIZED UNDER § 1917 OF**
17 **THE FEDERAL SOCIAL SECURITY ACT, OR A THIRD-PARTY SPECIAL NEEDS TRUST,**
18 **OR ESTABLISH AND FUND AN ABLE ACCOUNT AS DEFINED UNDER § 529A OF THE**
19 **INTERNAL REVENUE CODE, FOR THE BENEFIT OF THE PRINCIPAL OR THE**
20 **PRINCIPAL'S FAMILY, HEIRS AT LAW, OR DESCENDANTS, OR ANY OTHER PERSON**
21 **DESIGNATED BY THE PRINCIPAL AS A BENEFICIARY UNDER AN EXISTING WILL,**
22 **TRUST, OR OTHER INSTRUMENT**

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

25 **Make a gift, subject to any special instructions in this power of attorney,**
26 **INCLUDING A GIFT OF THE PRINCIPAL'S ASSETS TO ASSIST THE PRINCIPAL IN**
27 **MEETING THE ELIGIBILITY REQUIREMENTS AND QUALIFYING FOR A BENEFIT OR**
28 **PROGRAM**

29 **Create or change rights of survivorship**

30 **Create or change a beneficiary designation, subject to any special instructions**
31 **in this power of attorney; and, if I wish to authorize my agent to designate the agent, the**
32 **agent's spouse, or a dependent of the agent as a beneficiary, I will explicitly state this**
33 **authority within the special instructions of this power of attorney or in a separate power of**
34 **attorney**

35 **Authorize another person to exercise the authority granted under this power**
36 **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 custodian of the will and,
10 on delivery of the principal’s will, take custody of the will subject to the requirements of
11 Title 4, Subtitle 2 of the Estates and Trusts Article

12 LIMITATION ON AGENT’S AUTHORITY

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

16 SPECIAL INSTRUCTIONS (OPTIONAL)

17 You may give special instructions on the following lines:

18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____

25 EFFECTIVE DATE

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

28 TERMINATION DATE (OPTIONAL)

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

31 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 _____
 5 (Principal’s Name) by (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, 2022.