

HOUSE BILL 659

N2

(0lr2838)

ENROLLED BILL

— Judiciary/Judicial Proceedings —

Introduced by Delegates Simmons, and Dumais, and Delegates Dwyer, Kipke, Kramer, Schuh, and ~~Sophocleus~~ Sophocleus, Barkley, Barve, Beidle, Bobo, Bronrott, Carr, G. Clagett, Conway, DeBoy, Doory, Feldman, Frick, Frush, Gaines, Gilchrist, Glenn, Gutierrez, Guzzone, Healey, Hecht, Heller, Hixson, Howard, James, Jameson, Jones, Kaiser, Kullen, Lee, Love, Malone, Manno, Mathias, McHale, Mizeur, Montgomery, Morhaim, Murphy, Nathan-Pulliam, Niemann, Olszewski, Pendergrass, Reznik, Rice, Robinson, Rudolph, Shewell, Stocksdale, Taylor, F. Turner, and Waldstreicher

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this _____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER _____

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act (Loretta's Law)**

3 FOR the purpose of repealing certain provisions of law relating to durable powers of
4 attorney; establishing the Maryland General and Limited Power of Attorney
5 Act; establishing that a certain agent is not required to disclose certain
6 information, with certain exceptions; requiring a certain agent to comply with a
7 certain request within a certain time period, under certain circumstances;

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.

Italics indicate opposite chamber/conference committee amendments.



1 authorizing a principal or an interested person to file a certain petition for
2 injunctive relief in a certain court for certain purposes; authorizing certain
3 persons to petition a court for certain purposes; requiring a court to dismiss a
4 certain petition; prohibiting a person from requiring a certain additional or
5 different power of attorney than a certain statutory form power of attorney
6 under certain circumstances; providing that a person that refuses to accept a
7 certain power of attorney in violation of this Act is subject to a certain court
8 order and liability for certain fees and costs incurred in a certain action;
9 establishing that a document substantially in a certain form may be used to
10 create a certain statutory form power of attorney; providing that a certain
11 power of attorney is durable, with a certain exception; providing for the effect of
12 certain acts performed for a certain incapacitated principal; requiring a certain
13 attorney in fact or agent to account to a certain guardian under certain
14 circumstances; providing that a certain guardian has the same power as the
15 principal under certain circumstances; providing that the death, disability, or
16 incompetence of a certain principal does not revoke or terminate a certain
17 agency under certain circumstances; establishing that a certain affidavit
18 executed by a certain attorney in fact is conclusive proof of a certain event;
19 establishing that a report that a certain member of the armed forces of the
20 United States is missing in action does not operate to revoke a certain power of
21 attorney, with a certain exception; providing that a power of attorney executed
22 in the State is valid and enforceable as to persons dealing with the agent;
23 providing that a power of attorney executed outside the State is valid and
24 enforceable as to persons dealing with the agent under certain circumstances;
25 providing that a certain photocopy or electronically transmitted copy of an
26 original power of attorney is as valid and binding as the original power of
27 attorney under certain circumstances; authorizing a clerk of court to refuse to
28 record a certain copy of a power of attorney; providing exceptions to the
29 applicability of this Act; requiring a power of attorney to have certain
30 characteristics; *establishing certain requirements for the execution of certain*
31 *powers of attorney*; providing for when a power of attorney becomes effective;
32 providing for the termination of a power of attorney; requiring a certain agent to
33 act in a certain manner; providing for reimbursement of expenses and
34 compensation for a certain agent under certain circumstances; prohibiting a
35 person from requiring an additional or different form of a power of attorney
36 than a certain statutory form; subjecting a certain person to a certain liability
37 for refusal to accept a certain power of attorney; providing that this Act does not
38 supersede certain other laws; authorizing this Act to be cited in a certain
39 manner; establishing that a certain optional form may be used ~~by an agent to~~
40 ~~certify certain facts concerning a~~ to create a certain statutory form power of
41 attorney; defining certain terms; and generally relating to powers of attorney.

42 BY repealing

43 Article – Estates and Trusts

44 Section 13–601 through 13–603 and the subtitle “Subtitle 6. Powers of Attorney”

45 Annotated Code of Maryland

46 (2001 Replacement Volume and 2009 Supplement)

1 BY adding to
2 Article – Estates and Trusts
3 Section 17–101 through ~~17–202~~ 17–204 to be under the new title “Title 17.
4 Maryland General and Limited Power of Attorney Act”
5 Annotated Code of Maryland
6 (2001 Replacement Volume and 2009 Supplement)

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

9 **Article – Estates and Trusts**

10 **[Subtitle 6. Powers of Attorney.]**

11 **[13–601.**

12 (a) In this section, “durable power of attorney” means a power of attorney by
13 which a principal designates another as an attorney in fact or agent and the authority
14 is exercisable notwithstanding the principal’s subsequent disability or incapacity.

15 (b) Except as provided in subsection (e) of this section, when a principal
16 designates another as an attorney in fact or agent by a power of attorney in writing, it
17 is a durable power of attorney unless otherwise provided by its terms.

18 (c) Any act done by the attorney in fact or agent pursuant to the power
19 during any period of disability or incompetence or uncertainty as to whether the
20 principal is dead or alive has the same effect and inures to the benefit of and binds the
21 principal as if the principal were alive, competent, and not disabled.

22 (d) If a guardian is appointed for the principal, the attorney in fact or agent
23 shall account to the guardian rather than the principal. The guardian has the same
24 power the principal would have but for his disability or incompetence to revoke,
25 suspend, or terminate all or any part of the power of attorney or agency.

26 (e) (1) This section does not apply to an instrument or portion of an
27 instrument that is an advance directive appointing a health care agent under Title 5,
28 Subtitle 6 of the Health – General Article.

29 (2) An instrument or portion of an instrument that is an advance
30 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle
31 6 of the Health – General Article.]

32 **[13–602.**

1 (a) The death, disability, or incompetence of a principal who has executed a
2 power of attorney in writing does not revoke or terminate the agency as to the
3 attorney in fact, agent, or other person who, without actual knowledge of the death,
4 disability, or incompetence of the principal, acts in good faith under the power of
5 attorney or agency. Unless otherwise invalid or unenforceable, any action taken binds
6 the principal and his heirs, legatees, and personal representatives.

7 (b) In the absence of fraud, an affidavit executed by the attorney in fact or
8 agent and stating that he did not have, at the time of doing an act pursuant to the
9 power of attorney, actual knowledge of the revocation or termination of the power of
10 attorney by death, disability, or incompetence, is conclusive proof of the nonrevocation
11 or nontermination of the power at that time. If the exercise of the power requires
12 execution and delivery of any instrument which is recordable, the affidavit when
13 authenticated for record is likewise recordable.

14 (c) This section may not be construed to alter or affect any provision for
15 revocation or termination contained in the power of attorney.]

16 [13-603.

17 If any member of the armed services of the United States has executed a power
18 of attorney, the fact that the person has been reported or listed, officially or otherwise,
19 as "missing in action", as that phrase is used in military parlance, may not operate to
20 revoke the power of attorney, unless the instrument otherwise provides.]

21 TITLE 17. MARYLAND GENERAL AND LIMITED POWER OF ATTORNEY ACT.

22 SUBTITLE 1. GENERAL PROVISIONS.

23 17-101.

24 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS
25 INDICATED.

26 (B) (1) "AGENT" MEANS A PERSON GRANTED AUTHORITY TO ACT FOR
27 A PRINCIPAL UNDER A POWER OF ATTORNEY, WHETHER DENOMINATED AN
28 AGENT, ATTORNEY-IN-FACT, OR OTHERWISE.

29 (2) "AGENT" INCLUDES AN ORIGINAL AGENT, COAGENT,
30 SUCCESSOR AGENT, AND A PERSON TO WHICH AN AGENT'S AUTHORITY IS
31 DELEGATED.

32 (C) "INCAPACITY" MEANS THE INABILITY OF AN INDIVIDUAL TO
33 MANAGE PROPERTY OR BUSINESS AFFAIRS BECAUSE THE INDIVIDUAL:

1 **(1) MEETS THE GROUNDS REQUIRED FOR THE APPOINTMENT OF**
 2 **A GUARDIAN OF THE PROPERTY OF A DISABLED PERSON DESCRIBED IN § 13-201**
 3 **OF THIS ARTICLE; OR**

4 **(2) Is:**

5 **(i) MISSING;**

6 **(ii) DETAINED, INCLUDING INCARCERATED IN A PENAL**
 7 **SYSTEM; OR**

8 **(iii) OUTSIDE THE UNITED STATES AND UNABLE TO**
 9 **RETURN.**

10 ~~(D)~~ **(D)** **“POWER OF ATTORNEY” MEANS A WRITING OR OTHER**
 11 **RECORD THAT GRANTS AUTHORITY TO AN AGENT TO ACT IN THE PLACE OF THE**
 12 **PRINCIPAL, WHETHER OR NOT THE TERM “POWER OF ATTORNEY” IS USED.**

13 ~~(E)~~ **(E)** **“PRINCIPAL” MEANS AN INDIVIDUAL WHO GRANTS**
 14 **AUTHORITY TO AN AGENT IN A POWER OF ATTORNEY.**

15 **(F) “STATUTORY FORM POWER OF ATTORNEY” MEANS A POWER OF**
 16 **ATTORNEY THAT IS SUBSTANTIALLY IN THE SAME FORM AS ONE OF THE POWERS**
 17 **OF ATTORNEY SET FORTH IN SUBTITLE 2 OF THIS TITLE.**

18 **17-102.**

19 **(A) EXCEPT AS OTHERWISE PROVIDED IN A POWER OF ATTORNEY, AN**
 20 **AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS, DISBURSEMENTS, OR**
 21 **TRANSACTIONS CONDUCTED ON BEHALF OF THE PRINCIPAL UNLESS ORDERED**
 22 **BY A COURT OR REQUESTED BY THE PRINCIPAL, A GUARDIAN, A CONSERVATOR,**
 23 **ANOTHER FIDUCIARY ACTING FOR THE PRINCIPAL, A GOVERNMENTAL AGENCY**
 24 **HAVING AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL, OR, ON THE**
 25 **DEATH OF THE PRINCIPAL, BY THE PERSONAL REPRESENTATIVE OR SUCCESSOR**
 26 **IN INTEREST OF THE PRINCIPAL’S ESTATE.**

27 **(B) (1) IF A REQUEST AS DESCRIBED IN SUBSECTION (A) OF THIS**
 28 **SECTION IS MADE, WITHIN 30 DAYS AFTER THE REQUEST IS MADE, THE AGENT**
 29 **SHALL COMPLY WITH THE REQUEST OR PROVIDE A WRITING OR OTHER RECORD**
 30 **SUBSTANTIATING WHY ADDITIONAL TIME IS NEEDED AND SHALL COMPLY WITH**
 31 **THE REQUEST WITHIN AN ADDITIONAL 30 DAYS.**

32 **(2) A PRINCIPAL OR AN INTERESTED PERSON MAY FILE A**
 33 **PETITION UNDER TITLE 15, CHAPTER 500 OF THE MARYLAND RULES IN THE**

1 CIRCUIT COURT FOR THE COUNTY IN WHICH THE POWER OF ATTORNEY IS
2 RECORDED TO ENJOIN AN AGENT TO COMPLY WITH THIS SECTION.

3 17-103.

4 (A) THE FOLLOWING PERSONS MAY PETITION A COURT TO CONSTRUE A
5 POWER OF ATTORNEY OR REVIEW THE AGENT'S CONDUCT, AND GRANT
6 APPROPRIATE RELIEF:

7 (1) THE PRINCIPAL OR THE AGENT;

8 (2) A GUARDIAN, CONSERVATOR, OR OTHER FIDUCIARY ACTING
9 FOR THE PRINCIPAL;

10 (3) A PERSON AUTHORIZED TO MAKE HEALTH CARE DECISIONS
11 FOR THE PRINCIPAL;

12 (4) THE PRINCIPAL'S SPOUSE, PARENT, OR DESCENDANT;

13 (5) AN INDIVIDUAL WHO WOULD QUALIFY AS A PRESUMPTIVE
14 HEIR OF THE PRINCIPAL;

15 (6) A PERSON NAMED AS A BENEFICIARY TO RECEIVE ANY
16 PROPERTY, BENEFIT, OR CONTRACTUAL RIGHT ON THE PRINCIPAL'S DEATH OR
17 AS A BENEFICIARY OF A TRUST CREATED BY OR FOR THE PRINCIPAL THAT HAS A
18 FINANCIAL INTEREST IN THE PRINCIPAL'S ESTATE;

19 (7) A GOVERNMENTAL AGENCY HAVING REGULATORY
20 AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL;

21 (8) THE PRINCIPAL'S CAREGIVER OR ANOTHER PERSON THAT
22 DEMONSTRATES SUFFICIENT INTEREST IN THE PRINCIPAL'S WELFARE; AND

23 (9) A PERSON ASKED TO ACCEPT THE POWER OF ATTORNEY.

24 (B) ON MOTION BY THE PRINCIPAL, THE COURT SHALL DISMISS A
25 PETITION FILED UNDER THIS SECTION, UNLESS THE COURT FINDS THAT THE
26 PRINCIPAL LACKS CAPACITY TO REVOKE THE AGENT'S AUTHORITY OR THE
27 POWER OF ATTORNEY.

28 17-104.

1 (A) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR DIFFERENT FORM
2 OF POWER OF ATTORNEY FOR ANY AUTHORITY GRANTED IN ~~THE~~ A STATUTORY
3 FORM POWER OF ATTORNEY ~~DESCRIBED IN § 17-201 OF THIS TITLE.~~

4 (B) A PERSON THAT REFUSES IN VIOLATION OF THIS SECTION TO
5 ACCEPT AN ACKNOWLEDGED STATUTORY FORM POWER OF ATTORNEY IS
6 SUBJECT TO:

7 (1) A COURT ORDER MANDATING ACCEPTANCE OF THE POWER OF
8 ATTORNEY; AND

9 (2) LIABILITY FOR REASONABLE ATTORNEY'S FEES AND COSTS
10 INCURRED IN AN ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF
11 THE POWER OF ATTORNEY OR MANDATES ACCEPTANCE OF THE POWER OF
12 ATTORNEY.

13 17-105.

14 (A) IN THIS SECTION, "DURABLE POWER OF ATTORNEY" MEANS A
15 POWER OF ATTORNEY BY WHICH A PRINCIPAL DESIGNATES ANOTHER AS AN
16 ATTORNEY IN FACT OR AGENT AND THE AUTHORITY IS EXERCISABLE
17 NOTWITHSTANDING THE PRINCIPAL'S SUBSEQUENT DISABILITY OR INCAPACITY.

18 (B) WHEN A PRINCIPAL DESIGNATES ANOTHER AS AN ATTORNEY IN
19 FACT OR AGENT BY A POWER OF ATTORNEY IN WRITING, IT IS A DURABLE
20 POWER OF ATTORNEY UNLESS OTHERWISE PROVIDED BY ITS TERMS.

21 (C) ANY ACT DONE BY THE ATTORNEY IN FACT OR AGENT IN
22 ACCORDANCE WITH THE POWER OF ATTORNEY DURING ANY PERIOD OF
23 DISABILITY OR INCOMPETENCE OF THE PRINCIPAL OR DURING ANY PERIOD OF
24 UNCERTAINTY AS TO WHETHER THE PRINCIPAL IS DEAD OR ALIVE HAS THE
25 SAME EFFECT AND INURES TO THE BENEFIT OF AND BINDS THE PRINCIPAL AS IF
26 THE PRINCIPAL WERE ALIVE, COMPETENT, AND NOT DISABLED.

27 (D) (1) IF A GUARDIAN IS APPOINTED FOR THE PRINCIPAL, THE
28 ATTORNEY IN FACT OR AGENT SHALL ACCOUNT TO THE GUARDIAN RATHER
29 THAN THE PRINCIPAL.

30 (2) THE GUARDIAN HAS THE SAME POWER THE PRINCIPAL
31 WOULD HAVE BUT FOR THE PRINCIPAL'S DISABILITY OR INCOMPETENCE TO
32 REVOKE, SUSPEND, OR TERMINATE ALL OR ANY PART OF THE POWER OF
33 ATTORNEY OR AGENCY.

34 17-106.

1 **(A) (1) THE DEATH, DISABILITY, OR INCOMPETENCE OF A PRINCIPAL**
2 **WHO HAS EXECUTED A POWER OF ATTORNEY IN WRITING DOES NOT REVOKE OR**
3 **TERMINATE THE AGENCY AS TO THE ATTORNEY IN FACT, AGENT, OR OTHER**
4 **PERSON WHO, WITHOUT ACTUAL KNOWLEDGE OF THE DEATH, DISABILITY, OR**
5 **INCOMPETENCE OF THE PRINCIPAL, ACTS IN GOOD FAITH UNDER THE POWER**
6 **OF ATTORNEY OR AGENCY.**

7 **(2) UNLESS OTHERWISE INVALID OR UNENFORCEABLE, ANY**
8 **ACTION TAKEN BY THE ATTORNEY IN FACT, AGENT, OR OTHER PERSON WHO**
9 **ACTS IN GOOD FAITH UNDER THE POWER OF ATTORNEY OR AGENCY BINDS THE**
10 **PRINCIPAL AND THE PRINCIPAL'S HEIRS, LEGATEES, AND PERSONAL**
11 **REPRESENTATIVES.**

12 **(B) (1) IN THE ABSENCE OF FRAUD, AN AFFIDAVIT EXECUTED BY THE**
13 **ATTORNEY IN FACT OR AGENT AND STATING THAT THE ATTORNEY IN FACT OR**
14 **AGENT DID NOT HAVE, AT THE TIME OF DOING AN ACT IN ACCORDANCE WITH**
15 **THE POWER OF ATTORNEY, ACTUAL KNOWLEDGE OF THE REVOCATION OR**
16 **TERMINATION OF THE POWER OF ATTORNEY BY DEATH, DISABILITY, OR**
17 **INCOMPETENCE, IS CONCLUSIVE PROOF OF THE NONREVOCATION OR**
18 **NONTERMINATION OF THE POWER AT THAT TIME.**

19 **(2) IF THE EXERCISE OF THE POWER REQUIRES EXECUTION AND**
20 **DELIVERY OF ANY INSTRUMENT THAT IS RECORDABLE, THE AFFIDAVIT WHEN**
21 **AUTHENTICATED FOR RECORD IS LIKEWISE RECORDABLE.**

22 **(C) THIS SECTION MAY NOT BE CONSTRUED TO ALTER OR AFFECT ANY**
23 **PROVISION FOR REVOCATION OR TERMINATION CONTAINED IN THE POWER OF**
24 **ATTORNEY.**

25 **17-107.**

26 **IF ANY MEMBER OF THE ARMED SERVICES OF THE UNITED STATES HAS**
27 **EXECUTED A POWER OF ATTORNEY, THE FACT THAT THAT PERSON HAS BEEN**
28 **REPORTED OR LISTED, OFFICIALLY OR OTHERWISE, AS "MISSING IN ACTION", AS**
29 **THAT PHRASE IS USED TO DESCRIBE A CASUALTY CATEGORY APPLICABLE TO**
30 **MEMBERS OF THE ARMED SERVICES, DOES NOT OPERATE TO REVOKE THE**
31 **POWER OF ATTORNEY, UNLESS THE INSTRUMENT OTHERWISE PROVIDES.**

32 **17-108.**

33 **(A) A POWER OF ATTORNEY EXECUTED IN THIS STATE IS VALID AND**
34 **ENFORCEABLE AS TO PERSONS DEALING WITH THE AGENT.**

1 **(B) A POWER OF ATTORNEY EXECUTED OTHER THAN IN THIS STATE IS**
2 **VALID AND ENFORCEABLE IN THIS STATE AS TO PERSONS DEALING WITH THE**
3 **AGENT IF, WHEN THE POWER OF ATTORNEY WAS EXECUTED, THE EXECUTION**
4 **COMPLIED WITH:**

5 **(1) THE LAW OF THE JURISDICTION THAT DETERMINES THE**
6 **MEANING AND EFFECT OF THE POWER OF ATTORNEY; OR**

7 **(2) THE REQUIREMENTS FOR A MILITARY POWER OF ATTORNEY**
8 **IN ACCORDANCE WITH 10 U.S.C. § 1044B.**

9 **(C) (1) EXCEPT AS OTHERWISE PROVIDED BY LAW OTHER THAN THIS**
10 **TITLE AND SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A PHOTOCOPY OR**
11 **ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL POWER OF ATTORNEY**
12 **IS AS VALID AND BINDING AS THE ORIGINAL POWER OF ATTORNEY.**

13 **(2) A CLERK OF COURT MAY REFUSE TO RECORD A PHOTOCOPY**
14 **OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL POWER OF**
15 **ATTORNEY.**

16 **(D) (1) A PRINCIPAL MAY DELEGATE TO ONE OR MORE AGENTS THE**
17 **AUTHORITY TO DO ANY ACT SPECIFIED IN THE STATUTORY FORMS IN SUBTITLE**
18 **2 OF THIS TITLE.**

19 **(2) THE ACTS SPECIFIED IN THE STATUTORY FORMS MAY NOT,**
20 **NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, BE DEEMED TO**
21 **INVALIDATE OR LIMIT THE VALIDITY OF OTHER AUTHORIZED ACTS THAT A**
22 **PRINCIPAL MAY DELEGATE TO AN AGENT.**

23 **17-109.**

24 **(A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, THIS**
25 **TITLE APPLIES TO ALL POWERS OF ATTORNEY.**

26 **(B) THIS TITLE DOES NOT APPLY TO:**

27 **(1) A POWER THAT IS COUPLED WITH AN INTEREST IN THE**
28 **SUBJECT OF THE POWER, IS GIVEN AS SECURITY, OR IS GIVEN FOR**
29 **CONSIDERATION, REGARDLESS OF WHETHER THE POWER IS HELD FOR THE**
30 **BENEFIT OF THE AGENT OR ANOTHER PERSON, INCLUDING A POWER GIVEN TO**
31 **OR FOR THE BENEFIT OF A CREDITOR IN CONNECTION WITH A CREDIT**
32 **TRANSACTION;**

1 **(2) AN ADVANCE DIRECTIVE APPOINTING A HEALTH CARE AGENT**
2 **UNDER TITLE 5, SUBTITLE 6 OF THE HEALTH – GENERAL ARTICLE OR ANY**
3 **OTHER POWER TO MAKE HEALTH CARE DECISIONS;**

4 **(3) A PROXY OR OTHER DELEGATION TO EXERCISE ANY RIGHT**
5 **WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR MANAGEMENT**
6 **RIGHTS OR BOTH, OR A DELEGATION OF AUTHORITY TO EXECUTE, BECOME A**
7 **PARTY TO, OR AMEND A DOCUMENT OR AGREEMENT GOVERNING AN ENTITY OR**
8 **ENTITY OWNERSHIP INTEREST;**

9 **(4) A POWER CREATED ON A FORM PRESCRIBED BY A**
10 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**
11 **INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE;**

12 **(5) A POWER CREATED AS PART OF, OR IN CONNECTION WITH, AN**
13 **AGREEMENT ESTABLISHING AN ATTORNEY AND CLIENT RELATIONSHIP;**

14 **(6) A POWER OF ATTORNEY THAT STATES THAT IT IS NOT**
15 **SUBJECT TO THIS TITLE;**

16 **(7) A POWER AUTHORIZING ANOTHER TO PREPARE, EXECUTE,**
17 **DELIVER, SUBMIT, OR FILE, ON BEHALF OF AN ENTITY OR THE GOVERNING**
18 **BODY OR MANAGEMENT OF AN ENTITY, A DOCUMENT OR INSTRUMENT WITH A**
19 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**
20 **INSTRUMENTALITY OR WITH A THIRD PARTY;**

21 **(8) A POWER OR OTHER DELEGATION OF AUTHORITY CONTAINED**
22 **IN A DOCUMENT OR AGREEMENT GOVERNING OR BINDING ON AN ENTITY THAT**
23 **AUTHORIZES A PERSON TO TAKE ACTION WITH RESPECT TO THE ENTITY; AND**

24 **(9) A POWER WITH RESPECT TO AN ENTITY CREATED IN**
25 **ACCORDANCE WITH AUTHORIZATION PROVIDED BY A FEDERAL OR STATE**
26 **STATUTE THAT SPECIFICALLY CONTEMPLATES CREATION OF THE POWER.**

27 **17-110.**

28 **(A) A POWER OF ATTORNEY ~~UNDER THIS TITLE~~ EXECUTED ON OR AFTER**
29 **OCTOBER 1, 2010, SHALL BE:**

30 **(1) IN WRITING;**

31 **(2) SIGNED BY THE PRINCIPAL OR BY SOME OTHER PERSON FOR**
32 **THE PRINCIPAL, IN THE PRESENCE OF THE PRINCIPAL, AND AT THE EXPRESS**
33 **DIRECTION OF THE PRINCIPAL;**

1 (3) ACKNOWLEDGED BY THE PRINCIPAL BEFORE A NOTARY
2 PUBLIC; AND

3 (4) ATTESTED AND SIGNED BY TWO OR MORE ADULT WITNESSES
4 WHO SIGN IN THE PRESENCE OF THE PRINCIPAL AND IN THE PRESENCE OF
5 EACH OTHER.

6 (B) THE NOTARY PUBLIC BEFORE WHOM THE PRINCIPAL
7 ACKNOWLEDGES THE POWER OF ATTORNEY MAY ALSO SERVE AS ONE OF THE
8 TWO OR MORE ADULT WITNESSES.

9 17-111.

10 (A) A POWER OF ATTORNEY IS EFFECTIVE WHEN EXECUTED, UNLESS
11 THE PRINCIPAL PROVIDES IN THE POWER OF ATTORNEY THAT IT BECOMES
12 EFFECTIVE AT A FUTURE DATE OR ON THE OCCURRENCE OF A FUTURE EVENT
13 OR CONTINGENCY.

14 (B) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE
15 OCCURRENCE OF A FUTURE EVENT OR CONTINGENCY, THE PRINCIPAL, IN THE
16 POWER OF ATTORNEY, MAY AUTHORIZE ONE OR MORE PERSONS TO DETERMINE
17 IN A WRITING OR OTHER RECORD THAT THE EVENT OR CONTINGENCY HAS
18 OCCURRED.

19 (C) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE
20 PRINCIPAL'S INCAPACITY AND THE PRINCIPAL HAS NOT AUTHORIZED A PERSON
21 TO DETERMINE WHETHER THE PRINCIPAL IS INCAPACITATED, OR THE PERSON
22 AUTHORIZED IS UNABLE OR UNWILLING TO MAKE THE DETERMINATION, THE
23 POWER OF ATTORNEY BECOMES EFFECTIVE ON A DETERMINATION IN A
24 WRITING OR OTHER RECORD BY:

25 (1) A PHYSICIAN OR LICENSED PSYCHOLOGIST THAT THE
26 PRINCIPAL IS INCAPACITATED WITHIN THE MEANING OF § 17-101(C) OF THIS
27 SUBTITLE; OR

28 (2) AN ATTORNEY AT LAW, A JUDGE, OR AN APPROPRIATE
29 GOVERNMENTAL OFFICIAL THAT THE PRINCIPAL IS INCAPACITATED WITHIN
30 THE MEANING OF § 17-101(C) OF THIS SUBTITLE.

31 (D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF
32 ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS
33 THE PRINCIPAL'S PERSONAL REPRESENTATIVE TO OBTAIN ACCESS TO THE

1 PRINCIPAL'S HEALTH-CARE INFORMATION AND COMMUNICATE WITH THE
2 PRINCIPAL'S HEALTH-CARE PROVIDER *IN ACCORDANCE WITH*:

3 (1) THE HEALTH INSURANCE PORTABILITY AND
4 ACCOUNTABILITY ACT;

5 (2) SECTIONS 1171 THROUGH 1179 OF THE SOCIAL SECURITY
6 ACT, 42 U.S.C. SECTION 1320D, AS AMENDED; AND

7 (3) APPLICABLE REGULATIONS.

8 17-112.

9 (A) A POWER OF ATTORNEY TERMINATES WHEN:

10 (1) THE PRINCIPAL DIES;

11 (2) THE PRINCIPAL BECOMES INCAPACITATED, IF THE POWER OF
12 ATTORNEY IS NOT DURABLE;

13 (3) THE PRINCIPAL REVOKES THE POWER OF ATTORNEY;

14 (4) THE POWER OF ATTORNEY PROVIDES THAT IT TERMINATES;

15 (5) THE PURPOSE OF THE POWER OF ATTORNEY IS
16 ACCOMPLISHED; OR

17 (6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE
18 AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF
19 ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE
20 POWER OF ATTORNEY.

21 (B) AN AGENT'S AUTHORITY TERMINATES WHEN:

22 (1) THE PRINCIPAL REVOKES THE AUTHORITY;

23 (2) THE AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS;

24 (3) AN ACTION IS FILED FOR THE DISSOLUTION OR ANNULMENT
25 OF THE AGENT'S MARRIAGE TO THE PRINCIPAL OR THEIR LEGAL SEPARATION,
26 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES; OR

27 (4) THE POWER OF ATTORNEY TERMINATES.

1 **(C) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN**
2 **AGENT'S AUTHORITY IS EXERCISABLE UNTIL THE AUTHORITY TERMINATES**
3 **UNDER SUBSECTION (B) OF THIS SECTION, EVEN IF THERE HAS BEEN A LAPSE**
4 **OF TIME SINCE THE EXECUTION OF THE POWER OF ATTORNEY.**

5 **17-113.**

6 **(A) NOTWITHSTANDING PROVISIONS IN THE POWER OF ATTORNEY, AN**
7 **AGENT THAT HAS ACCEPTED APPOINTMENT SHALL:**

8 **(1) ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE**
9 **EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT AND,**
10 **OTHERWISE, ACT IN THE PRINCIPAL'S BEST INTEREST;**

11 **(2) ACT WITH CARE, COMPETENCE, AND DILIGENCE FOR THE**
12 **BEST INTEREST OF THE PRINCIPAL; AND**

13 **(3) ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED IN**
14 **THE POWER OF ATTORNEY.**

15 **(B) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, AN**
16 **AGENT THAT HAS ACCEPTED APPOINTMENT SHALL:**

17 **(1) ACT LOYALLY FOR THE PRINCIPAL'S BENEFIT;**

18 **(2) ACT SO AS NOT TO CREATE A CONFLICT OF INTEREST THAT**
19 **IMPAIRS THE AGENT'S ABILITY TO ACT IMPARTIALLY IN THE PRINCIPAL'S BEST**
20 **INTEREST;**

21 **(3) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND**
22 **TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;**

23 **(4) COOPERATE WITH A PERSON THAT HAS AUTHORITY TO MAKE**
24 **HEALTH-CARE DECISIONS FOR THE PRINCIPAL TO CARRY OUT THE PRINCIPAL'S**
25 **REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT**
26 **AND, OTHERWISE, ACT IN THE PRINCIPAL'S BEST INTEREST; AND**

27 **(5) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN, TO**
28 **THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS**
29 **CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST BASED ON ALL RELEVANT**
30 **FACTORS, INCLUDING:**

31 **(I) THE VALUE AND NATURE OF THE PRINCIPAL'S**
32 **PROPERTY;**

1 (II) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND
2 NEED FOR MAINTENANCE;

3 (III) THE EXTENT TO WHICH THE PRINCIPAL'S LIABILITY
4 FOR TAXES, INCLUDING INCOME, ESTATE, INHERITANCE,
5 GENERATION-SKIPPING TRANSFER, AND GIFT TAXES, CAN BE MINIMIZED; AND

6 (IV) THE PRINCIPAL'S ELIGIBILITY FOR A BENEFIT, A
7 PROGRAM, OR ASSISTANCE UNDER A STATUTE OR REGULATION.

8 (C) AN AGENT THAT ACTS AS PROVIDED IN THIS SECTION IS NOT LIABLE
9 TO ANY BENEFICIARY OF THE PRINCIPAL'S ESTATE PLAN FOR FAILURE TO
10 PRESERVE THE PLAN.

11 (D) AN AGENT THAT ACTS WITH CARE, COMPETENCE, AND DILIGENCE
12 FOR THE BEST INTEREST OF THE PRINCIPAL IS NOT LIABLE SOLELY BECAUSE
13 THE AGENT ALSO BENEFITS FROM AN ACT TAKEN BY THE AGENT OR HAS AN
14 INDIVIDUAL OR CONFLICTING INTEREST IN RELATION TO THE PROPERTY OR
15 AFFAIRS OF THE PRINCIPAL.

16 (E) IF AN AGENT IS SELECTED BY THE PRINCIPAL BECAUSE OF SPECIAL
17 SKILLS OR EXPERTISE POSSESSED BY THE AGENT OR IN RELIANCE ON THE
18 AGENT'S REPRESENTATION THAT THE AGENT HAS SPECIAL SKILLS OR
19 EXPERTISE, THE SPECIAL SKILLS OR EXPERTISE MUST BE CONSIDERED IN
20 DETERMINING WHETHER THE AGENT HAS ACTED WITH CARE, COMPETENCE,
21 AND DILIGENCE UNDER THE CIRCUMSTANCES.

22 (F) ABSENT A BREACH OF DUTY TO THE PRINCIPAL, AN AGENT IS NOT
23 LIABLE IF THE VALUE OF THE PRINCIPAL'S PROPERTY DECLINES.

24 (G) AN AGENT THAT EXERCISES AUTHORITY TO DELEGATE TO ANOTHER
25 PERSON THE AUTHORITY GRANTED BY THE PRINCIPAL OR THAT ENGAGES
26 ANOTHER PERSON ON BEHALF OF THE PRINCIPAL IS NOT LIABLE FOR AN ACT,
27 ERROR OF JUDGMENT, OR DEFAULT OF THAT PERSON IF THE AGENT EXERCISES
28 CARE, COMPETENCE, AND DILIGENCE IN SELECTING AND MONITORING THE
29 PERSON.

30 (H) THIS SECTION MAY NOT BE CONSTRUED TO REDUCE ANY DUTY OF
31 AN AGENT TO THE PRINCIPAL UNDER EXISTING STATE LAW.

32 17-114.

1 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN
2 AGENT IS ENTITLED TO REIMBURSEMENT OF EXPENSES REASONABLY
3 INCURRED ON BEHALF OF THE PRINCIPAL BUT THE AGENT IS NOT ENTITLED TO
4 COMPENSATION.

5 (B) IF THE PRINCIPAL INDICATES IN THE POWER OF ATTORNEY THAT
6 THE AGENT IS ENTITLED TO COMPENSATION, THE AGENT MAY RECEIVE
7 COMPENSATION BASED ON WHAT IS REASONABLE UNDER THE CIRCUMSTANCES
8 OR ON ANOTHER BASIS AS SET FORTH IN THE POWER OF ATTORNEY.

9 17-115.

10 THIS TITLE DOES NOT SUPERSEDE OTHER LAWS APPLICABLE TO
11 FINANCIAL INSTITUTIONS OR OTHER ENTITIES, AND TO THE EXTENT THOSE
12 OTHER LAWS ARE INCONSISTENT WITH THE TITLE, THE OTHER LAWS PREVAIL.

13 17-116.

14 THIS TITLE MAY BE CITED AS THE MARYLAND GENERAL AND LIMITED
15 POWER OF ATTORNEY ACT.

16 **SUBTITLE 2. STATUTORY FORMS.**

17 17-201.

18 A DOCUMENT SUBSTANTIALLY IN ONE OF THE FOLLOWING ~~FORM~~ FORMS
19 MAY BE USED TO CREATE A STATUTORY FORM POWER OF ATTORNEY THAT HAS
20 THE MEANING AND EFFECT PRESCRIBED BY THIS TITLE.

21 17-202.

22 “MARYLAND STATUTORY FORM
23 PERSONAL FINANCIAL POWER OF ATTORNEY

24 IMPORTANT INFORMATION AND WARNING

25 YOU SHOULD BE VERY CAREFUL IN DECIDING WHETHER OR NOT TO SIGN
26 THIS DOCUMENT. THE POWERS GRANTED BY YOU (THE PRINCIPAL) IN THIS
27 DOCUMENT ARE BROAD AND SWEEPING. THIS POWER OF ATTORNEY
28 AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS
29 CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL). YOUR AGENT WILL
30 BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY

1 (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR
 2 YOURSELF.

3 YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT.
 4 UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL
 5 CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE
 6 AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

7 YOU NEED NOT GRANT ALL OF THE POWERS LISTED BELOW. IF YOU
 8 CHOOSE TO GRANT LESS THAN ALL OF THE LISTED POWERS, YOU MAY INSTEAD
 9 USE A MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY AND
 10 MARK ON THAT MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY
 11 WHICH POWERS YOU INTEND TO DELEGATE TO YOUR ATTORNEY-IN-FACT (THE
 12 AGENT) AND WHICH YOU DO NOT WANT THE AGENT TO EXERCISE.

13 THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS
 14 YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

15 YOU SHOULD OBTAIN COMPETENT LEGAL ADVICE BEFORE YOU SIGN THIS
 16 POWER OF ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT THE DOCUMENT OR
 17 THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT.

18 DESIGNATION OF AGENT

19 I, _____,
 20 (NAME OF PRINCIPAL)

21 NAME THE FOLLOWING PERSON AS MY AGENT:

22 NAME OF AGENT: _____

23 AGENT'S ADDRESS: _____

24 AGENT'S TELEPHONE NUMBER: _____

25 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

26 IF MY AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY
 27 SUCCESSOR AGENT:

28 NAME OF SUCCESSOR AGENT: _____

29 SUCCESSOR AGENT'S
 30 ADDRESS: _____

1 SUCCESSOR AGENT’S
2 TELEPHONE NUMBER: _____

3 IF MY SUCCESSOR AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS
4 MY SECOND SUCCESSOR AGENT:

5 NAME OF SECOND
6 SUCCESSOR AGENT: _____

7 SECOND SUCCESSOR
8 AGENT’S ADDRESS: _____

9 SECOND SUCCESSOR AGENT’S
10 TELEPHONE NUMBER: _____

11 GRANT OF GENERAL AUTHORITY

12 I (“THE PRINCIPAL”) GRANT MY AGENT AND ANY SUCCESSOR AGENT, WITH
13 RESPECT TO EACH SUBJECT LISTED BELOW, THE AUTHORITY TO DO ALL ACTS
14 THAT I COULD DO TO:

15 (1) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE
16 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,
17 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE
18 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE
19 PRINCIPAL;

20 (2) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD
21 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO
22 ACCOMPLISH A PURPOSE OF A TRANSACTION;

23 (3) SEEK ON THE PRINCIPAL’S BEHALF THE ASSISTANCE OF A
24 COURT OR OTHER GOVERNMENTAL AGENCY TO CARRY OUT AN ACT
25 AUTHORIZED IN THIS POWER OF ATTORNEY;

26 (4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
27 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
28 COMPROMISE WITH RESPECT TO A CLAIM EXISTING IN FAVOR OF OR AGAINST
29 THE PRINCIPAL OR INTERVENE IN LITIGATION RELATING TO THE CLAIM;

30 (5) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,
31 ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR
32 OTHER ADVISOR;

1 AND BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND
2 CONSENT TO LIMITATIONS ON THE RIGHT TO VOTE.

3 BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO THIS
4 SUBJECT, I AUTHORIZE MY AGENT TO: CONTINUE, MODIFY, AND TERMINATE AN
5 ACCOUNT OR OTHER BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE
6 PRINCIPAL; ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER
7 BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND LOAN
8 ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR OTHER
9 FINANCIAL INSTITUTION SELECTED BY THE AGENT; CONTRACT FOR SERVICES
10 AVAILABLE FROM A FINANCIAL INSTITUTION, INCLUDING RENTING A SAFE
11 DEPOSIT BOX OR SPACE IN A VAULT; WITHDRAW, BY CHECK, MONEY ORDER,
12 ELECTRONIC FUNDS TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE
13 PRINCIPAL DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL
14 INSTITUTION; RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES, AND
15 SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH RESPECT
16 TO THEM; ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR ADD TO
17 THE CONTENTS; BORROW MONEY AND PLEDGE AS SECURITY PERSONAL
18 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,
19 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT
20 GUARANTEED BY THE PRINCIPAL; MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT,
21 GUARANTEE, AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND
22 OTHER NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR
23 PAYABLE TO THE PRINCIPAL OR THE PRINCIPAL’S ORDER, TRANSFER MONEY,
24 RECEIVE THE CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS; AND
25 APPLY FOR, RECEIVE, AND USE CREDIT CARDS AND DEBIT CARDS, ELECTRONIC
26 TRANSACTION AUTHORIZATIONS, AND TRAVELER’S CHECKS FROM A FINANCIAL
27 INSTITUTION.

28 INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE
29 MY AGENT TO: CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
30 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT
31 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES
32 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR
33 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT; PROCURE NEW,
34 DIFFERENT, AND ADDITIONAL CONTRACTS OF INSURANCE AND ANNUITIES FOR
35 THE PRINCIPAL AND SELECT THE AMOUNT, TYPE OF INSURANCE OR ANNUITY,
36 AND MODE OF PAYMENT; PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
37 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF
38 INSURANCE OR ANNUITY PROCURED BY THE AGENT; APPLY FOR AND RECEIVE A
39 LOAN SECURED BY A CONTRACT OF INSURANCE OR ANNUITY; SURRENDER AND
40 RECEIVE THE CASH SURRENDER VALUE ON A CONTRACT OF INSURANCE OR
41 ANNUITY; EXERCISE AN ELECTION; EXERCISE INVESTMENT POWERS AVAILABLE

1 UNDER A CONTRACT OF INSURANCE OR ANNUITY; CHANGE THE MANNER OF
2 PAYING PREMIUMS ON A CONTRACT OF INSURANCE OR ANNUITY; CHANGE OR
3 CONVERT THE TYPE OF INSURANCE OR ANNUITY WITH RESPECT TO WHICH THE
4 PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY DESCRIBED IN THIS SECTION;
5 APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER A STATUTE OR
6 REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT OF
7 INSURANCE ON THE LIFE OF THE PRINCIPAL; COLLECT, SELL, ASSIGN,
8 HYPOTHECATE, BORROW AGAINST, OR PLEDGE THE INTEREST OF THE
9 PRINCIPAL IN A CONTRACT OF INSURANCE OR ANNUITY; SELECT THE FORM AND
10 TIMING OF THE PAYMENT OF PROCEEDS FROM A CONTRACT OF INSURANCE OR
11 ANNUITY; PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR CONTEST,
12 AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR ASSESSMENT LEVIED
13 BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT OF INSURANCE OR
14 ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE CONTRACT OF INSURANCE
15 OR ANNUITY ACCRUING BY REASON OF THE TAX OR ASSESSMENT.

16 CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY
17 AGENT TO: ASSERT AND MAINTAIN BEFORE A COURT OR ADMINISTRATIVE
18 AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION, COUNTERCLAIM,
19 OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION TO RECOVER
20 PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES SUSTAINED BY THE
21 PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK AN INJUNCTION,
22 SPECIFIC PERFORMANCE, OR OTHER RELIEF; ACT FOR THE PRINCIPAL WITH
23 RESPECT TO BANKRUPTCY OR INSOLVENCY, WHETHER VOLUNTARY OR
24 INVOLUNTARY, CONCERNING THE PRINCIPAL OR SOME OTHER PERSON, OR
25 WITH RESPECT TO A REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR
26 THE APPOINTMENT OF A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST
27 OF THE PRINCIPAL IN PROPERTY OR OTHER THING OF VALUE; PAY A
28 JUDGMENT, AWARD, OR ORDER AGAINST THE PRINCIPAL OR A SETTLEMENT
29 MADE IN CONNECTION WITH A CLAIM OR LITIGATION; AND RECEIVE MONEY OR
30 OTHER THING OF VALUE PAID IN SETTLEMENT OF OR AS PROCEEDS OF A CLAIM
31 OR LITIGATION.

32 BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE
33 (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE PROVIDED UNDER A
34 STATUTE OR REGULATION INCLUDING SOCIAL SECURITY, MEDICARE, AND
35 MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:
36 EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR ALLOWANCES AND
37 REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A FOREIGN
38 GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE PRINCIPAL;
39 ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND, OR DISCONTINUE,
40 ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM; PREPARE, FILE, AND
41 MAINTAIN A CLAIM OF THE PRINCIPAL FOR A BENEFIT OR ASSISTANCE,

1 FINANCIAL OR OTHERWISE, TO WHICH THE PRINCIPAL MAY BE ENTITLED
2 UNDER A STATUTE OR REGULATION; INITIATE, PARTICIPATE IN, SUBMIT TO
3 ALTERNATIVE DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR
4 ACCEPT A COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT
5 OR ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A
6 STATUTE OR REGULATION; AND RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM
7 DESCRIBED ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL
8 PURPOSE ANYTHING SO RECEIVED.

9 RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY AN
10 EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE
11 RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE
12 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR
13 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE
14 CODE: (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE
15 CODE SECTION 408, 26 U.S.C. § 408; (2) A ROTH INDIVIDUAL RETIREMENT
16 ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408(A), 26 U.S.C. §
17 408(A); (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL
18 REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q); (4) AN ANNUITY OR
19 MUTUAL FUND CUSTODIAL ACCOUNT UNDER INTERNAL REVENUE CODE
20 SECTION 403(B), 26 U.S.C. § 403(B); (5) A PENSION, PROFIT-SHARING, STOCK
21 BONUS, OR OTHER RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE
22 CODE SECTION 401(A), 26 U.S.C. § 401(A); (6) A PLAN UNDER INTERNAL
23 REVENUE CODE SECTION 457(B), 26 U.S.C. § 457(B); AND (7) A NONQUALIFIED
24 DEFERRED COMPENSATION PLAN UNDER INTERNAL REVENUE CODE SECTION
25 409(A), 26 U.S.C. § 409(A) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY
26 AGENT TO: SELECT THE FORM AND TIMING OF PAYMENTS UNDER A
27 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN; MAKE A
28 ROLLOVER, INCLUDING A DIRECT TRUSTEE-TO-TRUSTEE ROLLOVER, OF
29 BENEFITS FROM ONE RETIREMENT PLAN TO ANOTHER; ESTABLISH A
30 RETIREMENT PLAN IN THE PRINCIPAL’S NAME; MAKE CONTRIBUTIONS TO A
31 RETIREMENT PLAN; EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
32 RETIREMENT PLAN; BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS
33 FROM A RETIREMENT PLAN.

34 TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:
35 PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND FOREIGN INCOME,
36 GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE CONTRIBUTIONS ACT, AND
37 OTHER TAX RETURNS, CLAIMS FOR REFUNDS, REQUESTS FOR EXTENSION OF
38 TIME, PETITIONS REGARDING TAX MATTERS, AND OTHER TAX-RELATED
39 DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS, CONSENTS, INCLUDING
40 CONSENTS AND AGREEMENTS UNDER INTERNAL REVENUE CODE SECTION
41 2032(A), 26 U.S.C. § 2032(A), CLOSING AGREEMENTS, AND OTHER POWERS OF

1 ATTORNEY REQUIRED BY THE INTERNAL REVENUE SERVICE OR OTHER TAXING
 2 AUTHORITY WITH RESPECT TO A TAX YEAR ON WHICH THE STATUTE OF
 3 LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25 TAX YEARS; PAY TAXES
 4 DUE, COLLECT REFUNDS, POST BONDS, RECEIVE CONFIDENTIAL INFORMATION,
 5 AND CONTEST DEFICIENCIES DETERMINED BY THE INTERNAL REVENUE
 6 SERVICE OR OTHER TAXING AUTHORITY; EXERCISE ELECTIONS AVAILABLE TO
 7 THE PRINCIPAL UNDER FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND
 8 ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL PERIODS BEFORE THE
 9 INTERNAL REVENUE SERVICE, OR OTHER TAXING AUTHORITY.

10 SPECIAL INSTRUCTIONS (OPTIONAL)

11 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING
 12 LINES:

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

21 EFFECTIVE DATE

22 THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED
 23 OTHERWISE IN THE SPECIAL INSTRUCTIONS.

24 TERMINATION DATE (OPTIONAL)

25 THIS POWER OF ATTORNEY SHALL TERMINATE ON _____, 20__.
 26 (USE A SPECIFIC CALENDAR DATE)

27 NOMINATION OF GUARDIAN (OPTIONAL)

28 IF IT BECOMES NECESSARY FOR A COURT TO APPOINT A GUARDIAN OF MY
 29 ESTATE OR GUARDIAN OF MY PERSON, I NOMINATE THE FOLLOWING PERSON(S)
 30 FOR APPOINTMENT:

31 NAME OF NOMINEE FOR GUARDIAN OF MY PROPERTY:

32 () MY AGENT (OR SUCCESSOR AGENT) NAMED ABOVE

33 OR

1 _____
 2 **NOMINEE'S ADDRESS:** _____
 3 **NOMINEE'S TELEPHONE NUMBER:** _____

4 **NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:**

5 **() MY AGENT (OR SUCCESSOR AGENT) NAMED ABOVE**

6 **OR**

7 _____
 8 **NOMINEE'S ADDRESS:** _____
 9 **NOMINEE'S TELEPHONE NUMBER:** _____

10 **SIGNATURE AND ACKNOWLEDGMENT**

11 _____
 12 **YOUR SIGNATURE** **DATE**

13 _____
 14 **YOUR NAME PRINTED**

15 _____
 16 _____
 17 **YOUR ADDRESS**

18 _____
 19 **YOUR TELEPHONE NUMBER**

20 **STATE OF MARYLAND**
 21 **(COUNTY) OF** _____

22 **THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON**

23 _____,
 24 **(DATE)**

25 **BY** _____ **TO BE HIS/HER ACT.**
 26 **(NAME OF PRINCIPAL)**

27 _____ **(SEAL, IF ANY)**
 28 **SIGNATURE OF NOTARY**
 29 **MY COMMISSION EXPIRES:** _____

WITNESS ATTESTATION

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THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,
PUBLISHED AND DECLARED BY

(NAME OF PRINCIPAL)

IN OUR PRESENCE TO BE HIS/HER POWER OF ATTORNEY. WE, IN HIS/HER
PRESENCE AND AT HIS/HER REQUEST, AND IN THE PRESENCE OF EACH OTHER,
HAVE ATTESTED TO THE SAME AND HAVE SIGNED OUR NAMES AS ATTESTING
WITNESSES.

WITNESS #1 SIGNATURE

WITNESS #1 NAME PRINTED

WITNESS #1 ADDRESS

WITNESS #1 TELEPHONE NUMBER

WITNESS #2 SIGNATURE

WITNESS #2 NAME PRINTED

WITNESS #2 ADDRESS

WITNESS #2 TELEPHONE NUMBER

17-203.

1 **THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU**
 2 **STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.**

3 **IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY**
 4 **YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE**
 5 **SIGNING THIS FORM.**

6 **DESIGNATION OF AGENT**

7 **I, _____, NAME THE**
 8 **(NAME OF PRINCIPAL)**
 9 **FOLLOWING PERSON AS MY AGENT:**

10 **NAME OF AGENT: _____**
 11 **AGENT'S ADDRESS: _____**
 12 **AGENT'S TELEPHONE NUMBER: _____**

13 **DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

14 **IF MY AGENT IS UNABLE OR UNWILLING TO ACT FOR ME, I NAME AS MY**
 15 **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**
 21 **MY SECOND SUCCESSOR 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**
 29 **RESPECT TO EACH SUBJECT THAT I CHOOSE BELOW, THE AUTHORITY TO DO ALL**
 30 **ACTS THAT I COULD DO TO:**

31 **(1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR**
 32 **OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL**

1 IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,
2 DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES
3 INTENDED;

4 (2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE
5 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,
6 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE
7 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE
8 PRINCIPAL;

9 (3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD
10 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO
11 ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A
12 SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL
13 OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THIS
14 POWER OF ATTORNEY;

15 (4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
16 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
17 COMPROMISE WITH RESPECT TO A CLAIM EXISTING IN FAVOR OF OR AGAINST
18 THE PRINCIPAL OR INTERVENE IN LITIGATION RELATING TO THE CLAIM;

19 (5) SEEK ON THE PRINCIPAL'S BEHALF THE ASSISTANCE OF A
20 COURT OR OTHER GOVERNMENTAL AGENCY TO CARRY OUT AN ACT
21 AUTHORIZED IN THIS POWER OF ATTORNEY;

22 (6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,
23 ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR
24 OTHER ADVISOR;

25 (7) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER
26 DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A
27 STATUTE OR REGULATION;

28 (8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A
29 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR
30 INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;

31 (9) ACCESS COMMUNICATIONS INTENDED FOR, AND
32 COMMUNICATE ON BEHALF OF THE PRINCIPAL, WHETHER BY MAIL,
33 ELECTRONIC TRANSMISSION, TELEPHONE, OR OTHER MEANS; AND

34 (10) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL
35 PROPERTY RELATED TO THE SUBJECT.

1 (INITIAL EACH AUTHORITY IN ANY SUBJECT YOU WANT TO INCLUDE IN THE
2 AGENT'S GENERAL AUTHORITY. CROSS THROUGH EACH AUTHORITY IN ANY
3 SUBJECT THAT YOU WANT TO EXCLUDE. IF YOU WISH TO GRANT GENERAL
4 AUTHORITY OVER AN ENTIRE SUBJECT, YOU MAY INITIAL "ALL OF THE ABOVE"
5 INSTEAD OF INITIALING EACH AUTHORITY.)

6 **SUBJECTS AND AUTHORITY**

7 **A. REAL PROPERTY - WITH RESPECT TO THIS CATEGORY, I**
8 **AUTHORIZE MY AGENT TO:**

9 **DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**
10 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
11 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY**

12 **SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**
13 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**
14 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**
15 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**
16 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**
17 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**
18 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**
19 **OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A**
20 **RIGHT INCIDENT TO REAL PROPERTY**

21 **PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR**
22 **RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,**
23 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A**
24 **DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE**

25 **RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR**
26 **OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,**
27 **ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS**
28 **ASSERTED**

29 **MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR**
30 **A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY**
31 **THE PRINCIPAL, INCLUDING:**

32 **(1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER**
33 **LOSS;**

1 **(2) OBTAINING OR REGAINING POSSESSION OF OR**
2 **PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE;**

3 **(3) PAYING, ASSESSING, COMPROMISING, OR CONTESTING**
4 **TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN**
5 **CONNECTION WITH THEM; AND**

6 **(4) PURCHASING SUPPLIES, HIRING ASSISTANCE OR**
7 **LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY**

8 **() USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR**
9 **INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR**
10 **INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR**
11 **RIGHT**

12 **() PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL**
13 **PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO**
14 **REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND**
15 **BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,**
16 **INCLUDING:**

17 **(1) SELLING OR OTHERWISE DISPOSING OF THE STOCKS**
18 **AND BONDS OR OTHER PROPERTY;**

19 **(2) EXERCISING OR SELLING AN OPTION, A RIGHT OF**
20 **CONVERSION, OR A SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS**
21 **OR OTHER PROPERTY; AND**

22 **(3) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY**

23 **() CHANGE THE FORM OF TITLE OF AN INTEREST IN OR A RIGHT**
24 **INCIDENT TO REAL PROPERTY**

25 **() DEDICATE TO PUBLIC USE, WITH OR WITHOUT**
26 **CONSIDERATION, EASEMENTS OR OTHER REAL PROPERTY IN WHICH THE**
27 **PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST**

28 **() ALL OF THE ABOVE**

29 **B. TANGIBLE PERSONAL PROPERTY – WITH RESPECT TO THIS**
30 **SUBJECT, I AUTHORIZE MY AGENT TO:**

31 **() DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY**
32 **FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**

1 OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN
2 INTEREST IN TANGIBLE PERSONAL PROPERTY

3 () SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,
4 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,
5 CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,
6 SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN
7 INTEREST IN TANGIBLE PERSONAL PROPERTY

8 () GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL
9 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY
10 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A
11 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL

12 () RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
13 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE
14 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN
15 INTEREST IN TANGIBLE PERSONAL PROPERTY

16 () MANAGE OR CONSERVE TANGIBLE PERSONAL PROPERTY OR
17 AN INTEREST IN TANGIBLE PERSONAL PROPERTY ON BEHALF OF THE
18 PRINCIPAL, INCLUDING:

19 (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
20 LOSS;

21 (2) OBTAINING OR REGAINING POSSESSION OF OR
22 PROTECTING THE PROPERTY OR INTEREST, BY LITIGATION OR OTHERWISE;

23 (3) PAYING, ASSESSING, COMPROMISING, OR CONTESTING
24 TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN
25 CONNECTION WITH TAXES OR ASSESSMENTS;

26 (4) MOVING THE PROPERTY FROM PLACE TO PLACE;

27 (5) STORING THE PROPERTY FOR HIRE OR ON A
28 GRATUITOUS BAILMENT; AND

29 (6) USING AND MAKING REPAIRS, ALTERATIONS, OR
30 IMPROVEMENTS TO THE PROPERTY

31 () CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE
32 PERSONAL PROPERTY

1 ALL OF THE ABOVE

2 **C. STOCKS AND BONDS – WITH RESPECT TO THIS SUBJECT, I**
3 **AUTHORIZE MY AGENT TO:**

4 BUY, SELL, AND EXCHANGE STOCKS AND BONDS

5 ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT
6 **WITH RESPECT TO STOCKS AND BONDS**

7 PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,
8 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL**

9 RECEIVE CERTIFICATES AND OTHER EVIDENCES OF
10 **OWNERSHIP WITH RESPECT TO STOCKS AND BONDS**

11 EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND
12 **BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT**
13 **TO LIMITATIONS ON THE RIGHT TO VOTE**

14 ALL OF THE ABOVE

15 **D. COMMODITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY**
16 **AGENT TO:**

17 BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE
18 **COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR**
19 **STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE**

20 ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION
21 **ACCOUNTS**

22 ALL OF THE ABOVE

23 **E. BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO**
24 **THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

25 CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER
26 **BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL**

27 ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR
28 **OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND**
29 **LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR**
30 **OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT**

1 CONTRACT FOR SERVICES AVAILABLE FROM A FINANCIAL
2 INSTITUTION, INCLUDING RENTING A SAFE DEPOSIT BOX OR SPACE IN A VAULT

3 WITHDRAW, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS
4 TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE PRINCIPAL
5 DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL INSTITUTION

6 RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES,
7 AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH
8 RESPECT TO THEM

9 ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR
10 ADD TO THE CONTENTS

11 BORROW MONEY AND PLEDGE AS SECURITY PERSONAL
12 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,
13 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT
14 GUARANTEED BY THE PRINCIPAL

15 MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,
16 AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER
17 NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO
18 THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE
19 CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT
20 DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE

21 RECEIVE FOR THE PRINCIPAL AND ACT ON A SIGHT DRAFT,
22 WAREHOUSE RECEIPT, OTHER DOCUMENT OF TITLE WHETHER TANGIBLE OR
23 ELECTRONIC, OR OTHER NEGOTIABLE OR NONNEGOTIABLE INSTRUMENT

24 APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT
25 CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND
26 TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY
27 OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT

28 CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH
29 RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A
30 FINANCIAL INSTITUTION

31 ALL OF THE ABOVE

32 **F. OPERATION OF AN ENTITY OR A BUSINESS – WITH RESPECT TO**
33 **THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

1 () OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN
2 OWNERSHIP INTEREST

3 () PERFORM A DUTY OR DISCHARGE A LIABILITY AND EXERCISE
4 IN PERSON OR BY PROXY A RIGHT, POWER, PRIVILEGE, OR AN OPTION THAT THE
5 PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE

6 () ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT

7 () INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
8 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
9 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A
10 PARTY BECAUSE OF AN OWNERSHIP INTEREST

11 () EXERCISE IN PERSON OR BY PROXY, OR ENFORCE BY
12 LITIGATION OR OTHERWISE, A RIGHT, POWER, PRIVILEGE, OR AN OPTION THE
13 PRINCIPAL HAS OR CLAIMS TO HAVE AS THE HOLDER OF STOCKS AND BONDS

14 () INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
15 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
16 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A
17 PARTY CONCERNING STOCKS AND BONDS

18 () WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY
19 BY THE PRINCIPAL:

20 (1) CONTINUE, MODIFY, RENEGOTIATE, EXTEND, AND
21 TERMINATE A CONTRACT MADE BY OR ON BEHALF OF THE PRINCIPAL WITH
22 RESPECT TO THE ENTITY OR BUSINESS BEFORE EXECUTION OF THIS POWER OF
23 ATTORNEY;

24 (2) DETERMINE:

25 (I) THE LOCATION OF THE OPERATION OF THE
26 ENTITY OR BUSINESS;

27 (II) THE NATURE AND EXTENT OF THE BUSINESS OF
28 THE ENTITY OR BUSINESS;

29 (III) THE METHODS OF MANUFACTURING, SELLING,
30 MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN
31 THE OPERATION OF THE ENTITY OR BUSINESS;

1 (IV) THE AMOUNT AND TYPES OF INSURANCE CARRIED
2 BY THE ENTITY OR BUSINESS; AND

3 (V) THE MODE OF ENGAGING, COMPENSATING, AND
4 DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER
5 ADVISORS OF THE ENTITY OR BUSINESS;

6 (3) CHANGE THE NAME OR FORM OF ORGANIZATION UNDER
7 WHICH THE ENTITY OR BUSINESS IS OPERATED AND ENTER INTO AN
8 OWNERSHIP AGREEMENT WITH OTHER PERSONS TO TAKE OVER ALL OR PART OF
9 THE OPERATION OF THE ENTITY OR BUSINESS; AND

10 (4) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY
11 THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE
12 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE
13 OPERATION OF THE ENTITY OR BUSINESS

14 () PUT ADDITIONAL CAPITAL INTO AN ENTITY OR A BUSINESS IN
15 WHICH THE PRINCIPAL HAS AN INTEREST

16 () JOIN IN A PLAN OF REORGANIZATION, CONSOLIDATION,
17 CONVERSION, DOMESTICATION, OR MERGER OF THE ENTITY OR BUSINESS

18 () SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR BUSINESS

19 () ESTABLISH THE VALUE OF AN ENTITY OR A BUSINESS UNDER
20 A BUYOUT AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY

21 () PREPARE, SIGN, FILE, AND DELIVER REPORTS,
22 COMPILATIONS OF INFORMATION, RETURNS, OR OTHER PAPERS WITH RESPECT
23 TO AN ENTITY OR BUSINESS AND MAKE RELATED PAYMENTS

24 () PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,
25 FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL
26 FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR
27 PENALTIES, WITH RESPECT TO AN ENTITY OR A BUSINESS, INCLUDING
28 ATTEMPTS TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR
29 AFTER THE EXECUTION OF THIS POWER OF ATTORNEY

30 () ALL OF THE ABOVE

31 G. INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I
32 AUTHORIZE MY AGENT TO:

1 CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,
2 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT
3 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES
4 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR
5 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT

6 PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF
7 INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S
8 SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE
9 OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT

10 PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY,
11 EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF INSURANCE OR
12 ANNUITY PROCURED BY THE AGENT

13 APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT
14 OF INSURANCE OR ANNUITY

15 SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON
16 A CONTRACT OF INSURANCE OR ANNUITY

17 EXERCISE AN ELECTION

18 EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
19 CONTRACT OF INSURANCE OR ANNUITY

20 CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT
21 OF INSURANCE OR ANNUITY

22 CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY
23 WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY
24 DESCRIBED IN THIS SECTION

25 APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER
26 A STATUTE OR REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT
27 OF INSURANCE ON THE LIFE OF THE PRINCIPAL

28 COLLECT, SELL, ASSIGN, HYPOTHECATE, BORROW AGAINST,
29 OR PLEDGE THE INTEREST OF THE PRINCIPAL IN A CONTRACT OF INSURANCE
30 OR ANNUITY

31 SELECT THE FORM AND TIMING OF THE PAYMENT OF
32 PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY

1 PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR
2 CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR
3 ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT
4 OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE
5 CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR
6 ASSESSMENT

7 ALL OF THE ABOVE

8 **H. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**
9 **(INCLUDING TRUSTS, PROBATE ESTATES, GUARDIANSHIPS,**
10 **CONSERVATORSHIPS, ESCROWS, OR CUSTODIANSHIPS OR FUNDS FROM WHICH**
11 **THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR**
12 **PAYMENT) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:**

13 ACCEPT, RECEIVE, RECEIPT FOR, SELL, ASSIGN, PLEDGE, OR
14 EXCHANGE A SHARE IN OR PAYMENT FROM THE FUND DESCRIBED ABOVE

15 DEMAND OR OBTAIN MONEY OR ANOTHER THING OF VALUE
16 TO WHICH THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED BY
17 REASON OF THE FUND DESCRIBED ABOVE, BY LITIGATION OR OTHERWISE

18 EXERCISE FOR THE BENEFIT OF THE PRINCIPAL A PRESENTLY
19 EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL

20 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
21 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
22 COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,
23 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER
24 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL

25 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
26 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
27 COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR
28 SURCHARGE A FIDUCIARY

29 CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED
30 FOR AN AUTHORIZED PURPOSE

31 TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL
32 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR
33 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY
34 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS
35 SETTLOR

1 REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A
2 REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND
3 DESCRIBED ABOVE

4 ALL OF THE ABOVE

5 I. CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I
6 AUTHORIZE MY AGENT TO:

7 ASSERT AND MAINTAIN BEFORE A COURT OR
8 ADMINISTRATIVE AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION,
9 COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION
10 TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES
11 SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK
12 AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF

13 BRING AN ACTION TO DETERMINE ADVERSE CLAIMS OR
14 INTERVENE OR OTHERWISE PARTICIPATE IN LITIGATION

15 SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,
16 OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN
17 AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR
18 DECREE

19 MAKE OR ACCEPT A TENDER, OFFER OF JUDGMENT, OR
20 ADMISSION OF FACTS, SUBMIT A CONTROVERSY ON AN AGREED STATEMENT OF
21 FACTS, CONSENT TO EXAMINATION, AND BIND THE PRINCIPAL IN LITIGATION

22 SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE,
23 AND PROPOSE OR ACCEPT A COMPROMISE

24 WAIVE THE ISSUANCE AND SERVICE OF PROCESS ON THE
25 PRINCIPAL, ACCEPT SERVICE OF PROCESS, APPEAR FOR THE PRINCIPAL,
26 DESIGNATE PERSONS ON WHICH PROCESS DIRECTED TO THE PRINCIPAL MAY BE
27 SERVED, EXECUTE AND FILE OR DELIVER STIPULATIONS ON THE PRINCIPAL'S
28 BEHALF, VERIFY PLEADINGS, SEEK APPELLATE REVIEW, PROCURE AND GIVE
29 SURETY AND INDEMNITY BONDS, CONTRACT AND PAY FOR THE PREPARATION
30 AND PRINTING OF RECORDS AND BRIEFS, RECEIVE, EXECUTE, AND FILE OR
31 DELIVER A CONSENT, WAIVER, RELEASE, CONFESSION OF JUDGMENT,
32 SATISFACTION OF JUDGMENT, NOTICE, AGREEMENT, OR OTHER INSTRUMENT IN
33 CONNECTION WITH THE PROSECUTION, SETTLEMENT, OR DEFENSE OF A CLAIM
34 OR LITIGATION

1 ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR
2 INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE
3 PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A
4 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF
5 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN
6 PROPERTY OR OTHER THING OF VALUE

7 PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE
8 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR
9 LITIGATION

10 RECEIVE MONEY OR OTHER THING OF VALUE PAID IN
11 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION

12 ALL OF THE ABOVE

13 **J. PERSONAL AND FAMILY MAINTENANCE – WITH RESPECT TO THIS**
14 **SUBJECT, I AUTHORIZE MY AGENT TO:**

15 PERFORM THE ACTS NECESSARY TO MAINTAIN THE
16 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S
17 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THIS
18 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

19 (1) THE PRINCIPAL'S CHILDREN;

20 (2) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE
21 SUPPORTED BY THE PRINCIPAL; AND

22 (3) THE INDIVIDUALS WHOM THE PRINCIPAL HAS
23 CUSTOMARILY SUPPORTED OR INDICATED THE INTENT TO SUPPORT;

24 MAKE PERIODIC PAYMENTS OF CHILD SUPPORT AND OTHER
25 FAMILY MAINTENANCE REQUIRED BY A COURT OR GOVERNMENTAL AGENCY OR
26 AN AGREEMENT TO WHICH THE PRINCIPAL IS A PARTY

27 PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS
28 DESCRIBED ABOVE BY:

29 (1) PURCHASE, LEASE, OR OTHER CONTRACT; OR

30 (2) PAYING THE OPERATING COSTS, INCLUDING INTEREST,
31 AMORTIZATION PAYMENTS, REPAIRS, IMPROVEMENTS, AND TAXES, FOR
32 PREMISES OWNED BY THE PRINCIPAL OR OCCUPIED BY THOSE INDIVIDUALS

1 PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND
2 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE
3 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND
4 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED ABOVE

5 PAY EXPENSES FOR NECESSARY HEALTH CARE AND
6 CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED ABOVE

7 ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN
8 ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND
9 ACCOUNTABILITY ACT, §§ 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT,
10 42 U.S.C. § 1320D, AND APPLICABLE REGULATIONS IN MAKING DECISIONS
11 RELATED TO THE PAST, PRESENT, OR FUTURE PAYMENT FOR THE PROVISION OF
12 HEALTH CARE CONSENTED TO BY THE PRINCIPAL OR ANYONE AUTHORIZED
13 UNDER THE LAW OF THIS STATE TO CONSENT TO HEALTH CARE ON BEHALF OF
14 THE PRINCIPAL

15 CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR
16 AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING
17 REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF
18 TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED ABOVE

19 MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE
20 CONVENIENCE OF THE INDIVIDUALS DESCRIBED ABOVE AND OPEN NEW
21 ACCOUNTS

22 CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR
23 AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,
24 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE
25 ORGANIZATIONS

26 (NOTE: AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY
27 MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT
28 AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS POWER
29 OF ATTORNEY.)

30 ALL OF THE ABOVE

31 **K. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR**
32 **MILITARY SERVICE (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE**
33 **PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,**
34 **MEDICARE, AND MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE**
35 **MY AGENT TO:**

1 EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR
2 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A
3 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE
4 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR
5 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN “J. PERSONAL AND
6 FAMILY MAINTENANCE” ABOVE, AND FOR SHIPMENT OF THE HOUSEHOLD
7 EFFECTS OF THOSE INDIVIDUALS

8 TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT
9 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR
10 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR
11 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF
12 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT
13 PURPOSE

14 ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,
15 OR DISCONTINUE, ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM

16 PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL
17 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE
18 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION

19 INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
20 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A
21 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR
22 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE
23 OR REGULATION

24 RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED
25 ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL PURPOSE
26 ANYTHING SO RECEIVED

27 ALL OF THE ABOVE

28 **L. RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY**
29 **AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE**
30 **RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE**
31 **PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR**
32 **ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE**
33 **CODE:**

34 (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL
35 REVENUE CODE SECTION 408, 26 U.S.C. § 408;

1 (2) A ROTH INDIVIDUAL RETIREMENT ACCOUNT UNDER
2 INTERNAL REVENUE CODE SECTION 408A, 26 U.S.C. § 408A;

3 (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER
4 INTERNAL REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q);

5 (4) AN ANNUITY OR MUTUAL FUND CUSTODIAL ACCOUNT UNDER
6 INTERNAL REVENUE CODE SECTION 403(B), 26 U.S.C. § 403(B);

7 (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER
8 RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION
9 401(A), 26 U.S.C. § 401(A);

10 (6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),
11 26 U.S.C. § 457(B); AND

12 (7) A NONQUALIFIED DEFERRED COMPENSATION PLAN UNDER
13 INTERNAL REVENUE CODE SECTION 409A, 26 U.S.C. § 409A) – WITH RESPECT
14 TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:

15 SELECT THE FORM AND TIMING OF PAYMENTS UNDER A
16 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN

17 MAKE A ROLLOVER, INCLUDING A DIRECT
18 TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN
19 TO ANOTHER

20 ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL’S NAME

21 MAKE CONTRIBUTIONS TO A RETIREMENT PLAN

22 EXERCISE INVESTMENT POWERS AVAILABLE UNDER A
23 RETIREMENT PLAN

24 BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS
25 FROM A RETIREMENT PLAN

26 ALL OF THE ABOVE

27 M. TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT
28 TO:

1 PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND
2 FOREIGN INCOME, GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE
3 CONTRIBUTIONS ACT, AND OTHER TAX RETURNS, CLAIMS FOR REFUNDS,
4 REQUESTS FOR EXTENSION OF TIME, PETITIONS REGARDING TAX MATTERS, AND
5 OTHER TAX-RELATED DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS,
6 CONSENTS, INCLUDING CONSENTS AND AGREEMENTS UNDER INTERNAL
7 REVENUE CODE SECTION 2032A, 26 U.S.C. § 2032A, CLOSING AGREEMENTS,
8 AND OTHER POWERS OF ATTORNEY REQUIRED BY THE INTERNAL REVENUE
9 SERVICE OR OTHER TAXING AUTHORITY WITH RESPECT TO A TAX YEAR ON
10 WHICH THE STATUTE OF LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25
11 TAX YEARS

12 PAY TAXES DUE, COLLECT REFUNDS, POST BONDS, RECEIVE
13 CONFIDENTIAL INFORMATION, AND CONTEST DEFICIENCIES DETERMINED BY
14 THE INTERNAL REVENUE SERVICE OR OTHER TAXING AUTHORITY

15 EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER
16 FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW

17 ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL
18 PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING
19 AUTHORITY

20 ALL OF THE ABOVE

21 N. GIFTS (INCLUDING GIFTS TO A TRUST, AN ACCOUNT UNDER THE
22 UNIFORM TRANSFERS TO MINORS ACT, AND A TUITION SAVINGS ACCOUNT OR
23 PREPAID TUITION PLAN AS DEFINED UNDER INTERNAL REVENUE CODE
24 SECTION 529, 26 U.S.C. § 529) – WITH RESPECT TO THIS SUBJECT, I
25 AUTHORIZE MY AGENT TO:

26 MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A
27 GIFT OF PART OR ALL OF THE PRINCIPAL'S PROPERTY, INCLUDING BY THE
28 EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT
29 HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE
30 ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER
31 INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT
32 REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE
33 GIFT, OR IF THE PRINCIPAL'S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT
34 PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN
35 AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL
36 GIFT TAX EXCLUSION LIMIT

1 CONSENT, PURSUANT TO INTERNAL REVENUE CODE
 2 SECTION 2513, 26 U.S.C. § 2513, TO THE SPLITTING OF A GIFT MADE BY THE
 3 PRINCIPAL'S SPOUSE IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE
 4 AGGREGATE ANNUAL GIFT TAX EXCLUSIONS FOR BOTH SPOUSES

5 (NOTE: AN AGENT MAY ONLY MAKE A GIFT OF THE PRINCIPAL'S
 6 PROPERTY AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S
 7 OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE
 8 AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST
 9 BASED ON ALL RELEVANT FACTORS, INCLUDING:

10 (1) THE VALUE AND NATURE OF THE PRINCIPAL'S PROPERTY;

11 (2) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND NEED
 12 FOR MAINTENANCE;

13 (3) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,
 14 INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES;

15 (4) ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR ASSISTANCE
 16 UNDER A STATUTE OR REGULATION; AND

17 (5) THE PRINCIPAL'S PERSONAL HISTORY OF MAKING OR
 18 JOINING IN MAKING GIFTS.)

19 ALL OF THE ABOVE

20 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

21 MY AGENT MAY NOT DO ANY OF THE FOLLOWING SPECIFIC ACTS FOR ME
 22 UNLESS I HAVE INITIALED THE SPECIFIC AUTHORITY LISTED BELOW:

23 (CAUTION: GRANTING ANY OF THE FOLLOWING WILL GIVE YOUR AGENT THE
 24 AUTHORITY TO TAKE ACTIONS THAT COULD SIGNIFICANTLY REDUCE YOUR
 25 PROPERTY OR CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH.
 26 INITIAL ONLY THE SPECIFIC AUTHORITY YOU WANT TO GIVE YOUR AGENT.)

27 CREATE, AN INTER VIVOS TRUST, OR AMEND, REVOKE, OR
 28 TERMINATE AN EXISTING INTER VIVOS TRUST IF THE TRUST
 29 EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT

30 MAKE A GIFT, SUBJECT TO ~~THE LIMITATIONS OF THE MARYLAND~~
 31 ~~UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES~~

1 ~~AND TRUSTS ARTICLE, AND~~ ANY SPECIAL INSTRUCTIONS IN THIS
2 POWER OF ATTORNEY

3 () CREATE OR CHANGE RIGHTS OF SURVIVORSHIP

4 () CREATE OR CHANGE A BENEFICIARY DESIGNATION

5 () AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY
6 GRANTED UNDER THIS POWER OF ATTORNEY

7 () WAIVE THE PRINCIPAL’S RIGHT TO BE A BENEFICIARY OF A JOINT
8 AND SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER
9 A RETIREMENT PLAN

10 () EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS
11 AUTHORITY TO DELEGATE

12 () DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A
13 POWER OF APPOINTMENT

14 **LIMITATION ON AGENT’S AUTHORITY**

15 AN AGENT THAT IS NOT MY ANCESTOR, SPOUSE, OR DESCENDANT MAY NOT
16 USE MY PROPERTY TO BENEFIT THE AGENT OR A PERSON TO WHOM THE AGENT
17 OWES AN OBLIGATION OF SUPPORT UNLESS I HAVE INCLUDED THAT AUTHORITY
18 IN THE SPECIAL INSTRUCTIONS.

19 **SPECIAL INSTRUCTIONS (OPTIONAL)**

20 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 **EFFECTIVE DATE**

29 THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED
30 OTHERWISE IN THE SPECIAL INSTRUCTIONS.

TERMINATION DATE (OPTIONAL)

THIS POWER OF ATTORNEY SHALL TERMINATE ON _____, 20__.
(USE A SPECIFIC CALENDAR DATE)

NOMINATION OF GUARDIAN (OPTIONAL)

**IF IT BECOMES NECESSARY FOR A COURT TO APPOINT A GUARDIAN OF MY
~~ESTATE~~ PROPERTY OR GUARDIAN OF MY PERSON, I NOMINATE THE FOLLOWING
PERSON(S) FOR APPOINTMENT:**

NAME OF NOMINEE FOR GUARDIAN OF MY ~~ESTATE~~ PROPERTY:

NOMINEE'S ADDRESS: _____

NOMINEE'S TELEPHONE NUMBER: _____

NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:

NOMINEE'S ADDRESS: _____

NOMINEE'S TELEPHONE NUMBER: _____

~~RELIANCE ON THIS POWER OF ATTORNEY~~

~~ANY PERSON, INCLUDING MY AGENT, MAY RELY ON THE VALIDITY OF THIS
POWER OF ATTORNEY OR A COPY OF IT UNLESS THAT PERSON KNOWS IT HAS
TERMINATED OR IS INVALID.~~

SIGNATURE AND ACKNOWLEDGMENT

YOUR SIGNATURE **DATE**

YOUR NAME PRINTED

YOUR ADDRESS

YOUR TELEPHONE NUMBER

STATE OF MARYLAND
(COUNTY) OF _____

1 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

2 _____,

3 (DATE)

4 BY _____.

5 (NAME OF PRINCIPAL)

6 _____

(SEAL, IF ANY)

7 SIGNATURE OF NOTARY

8 MY COMMISSION EXPIRES: _____

9 WITNESS ATTESTATION

10 THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,
11 PUBLISHED AND DECLARED BY

12 _____

13 (NAME OF PRINCIPAL)

14 IN OUR PRESENCE TO BE HIS/HER POWER OF ATTORNEY. WE, IN HIS/HER
15 PRESENCE AND AT HIS/HER REQUEST, AND IN THE PRESENCE OF EACH OTHER,
16 HAVE ATTESTED TO THE SAME AND HAVE SIGNED OUR NAMES AS ATTESTING
17 WITNESSES.

18 _____

19 WITNESS #1 SIGNATURE

20 _____

21 WITNESS #1 NAME PRINTED

22 _____

23 _____

24 WITNESS #1 ADDRESS

25 _____

26 WITNESS #1 TELEPHONE NUMBER

27 _____

28 WITNESS #2 SIGNATURE

29 _____

30 WITNESS #2 NAME PRINTED

31 _____

32 _____

1 WITNESS #2 ADDRESS

2 _____

3 WITNESS #2 TELEPHONE NUMBER”

4 THIS DOCUMENT PREPARED BY:

5 _____
6 _____

7 **IMPORTANT INFORMATION FOR AGENT**

8 **AGENT’S DUTIES**

9 **WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF**
10 **ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND**
11 **THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT**
12 **CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR**
13 **REVOKED. YOU MUST:**

14 **(1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO**
15 **WITH THE PRINCIPAL’S PROPERTY OR, IF YOU DO NOT KNOW THE**
16 **PRINCIPAL’S EXPECTATIONS, ACT IN THE PRINCIPAL’S BEST INTEREST;**

17 **(2) ACT ~~IN GOOD FAITH~~ WITH CARE, COMPETENCE, AND DILIGENCE FOR THE**
18 **BEST INTEREST OF THE PRINCIPAL;**

19 **(3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF**
20 **ATTORNEY; AND**

21 **(4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE**
22 **PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND**
23 **SIGNING YOUR OWN NAME AS “AGENT” IN THE FOLLOWING MANNER:**

24 _____
25 **(PRINCIPAL’S NAME) BY (YOUR SIGNATURE) AS AGENT**

26 **UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE**
27 **OTHERWISE, YOU MUST ALSO:**

28 **(1) ACT LOYALLY FOR THE PRINCIPAL’S BENEFIT;**

- 1 **(2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN THE**
2 **PRINCIPAL'S BEST INTEREST;**
- 3 ~~**(3) ACT WITH CARE, COMPETENCE, AND DILIGENCE;**~~
- 4 ~~**(4)**~~ **(3) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND**
5 **TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;**
- 6 ~~**(5)**~~ **(4) COOPERATE WITH ANY PERSON THAT HAS AUTHORITY TO MAKE**
7 **HEALTH CARE DECISIONS FOR THE PRINCIPAL TO DO WHAT YOU KNOW**
8 **THE PRINCIPAL REASONABLY EXPECTS OR, IF YOU DO NOT KNOW THE**
9 **PRINCIPAL'S EXPECTATIONS, TO ACT IN THE PRINCIPAL'S BEST INTEREST;**
10 **AND**
- 11 ~~**(6)**~~ **(5) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU**
12 **KNOW THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE**
13 **PRINCIPAL'S BEST INTEREST.**

14 **TERMINATION OF AGENT'S AUTHORITY**

15 **YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY**
16 **EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY**
17 **UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF**
18 **ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY**
19 **INCLUDE:**

- 20 **(1) DEATH OF THE PRINCIPAL;**
- 21 **(2) THE PRINCIPAL'S REVOCATION OF THE POWER OF ATTORNEY OR YOUR**
22 **AUTHORITY;**
- 23 **(3) THE OCCURRENCE OF A TERMINATION EVENT STATED IN THE POWER OF**
24 **ATTORNEY;**
- 25 **(4) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY ACCOMPLISHED;**
26 **OR**
- 27 **(5) IF YOU ARE MARRIED TO THE PRINCIPAL, A LEGAL ACTION IS FILED WITH**
28 **A COURT TO END YOUR MARRIAGE, OR FOR YOUR LEGAL SEPARATION,**
29 **UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY**
30 **STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.**

31 **LIABILITY OF AGENT**

1 THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE
2 MARYLAND ~~UNIFORM~~ POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES
3 AND TRUSTS ARTICLE. IF YOU VIOLATE THE MARYLAND ~~UNIFORM~~ POWER OF
4 ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE, OR ACT
5 OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES
6 CAUSED BY YOUR VIOLATION.

7 IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO
8 NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.”.

9 ~~17-202.~~ 17-204.

10 THE FOLLOWING OPTIONAL FORM MAY BE USED BY AN AGENT TO CERTIFY
11 FACTS CONCERNING A POWER OF ATTORNEY:

12 “AGENT’S CERTIFICATION AS TO THE VALIDITY OF POWER OF
13 ATTORNEY AND AGENT’S AUTHORITY

14 STATE OF MARYLAND
15 (COUNTY) OF _____

16 I, _____ (NAME OF AGENT), CERTIFY UNDER
17 PENALTY OF PERJURY THAT _____ (NAME OF
18 PRINCIPAL) GRANTED ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A
19 POWER OF ATTORNEY DATED _____.

20 I FURTHER CERTIFY THAT TO MY KNOWLEDGE:

21 (1) THE PRINCIPAL IS ALIVE AND HAS NOT REVOKED THE POWER OF
22 ATTORNEY OR MY AUTHORITY TO ACT UNDER THE POWER OF ATTORNEY AND
23 THE POWER OF ATTORNEY AND MY AUTHORITY TO ACT UNDER THE POWER OF
24 ATTORNEY HAVE NOT TERMINATED;

25 (2) IF THE POWER OF ATTORNEY WAS DRAFTED TO BECOME EFFECTIVE
26 ON THE HAPPENING OF AN EVENT OR CONTINGENCY, THE EVENT OR
27 CONTINGENCY HAS OCCURRED;

28 (3) IF I WAS NAMED AS A SUCCESSOR AGENT, THE PRIOR AGENT IS NO
29 LONGER ABLE OR WILLING TO SERVE; AND

30 (4) _____
31 _____
32 _____
33 _____

1 (INSERT OTHER RELEVANT STATEMENTS)

2 SIGNATURE AND ACKNOWLEDGMENT

3 _____
4 AGENT'S SIGNATURE DATE

5 _____
6 AGENT'S NAME PRINTED

7 _____
8 _____
9 AGENT'S ADDRESS

10 _____
11 AGENT'S TELEPHONE NUMBER

12 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON
13 _____,
14 (DATE)

15 BY _____.
16 (NAME OF AGENT)

17 _____ (SEAL, IF ANY)
18 SIGNATURE OF NOTARY

19 MY COMMISSION EXPIRES: _____

20 THIS DOCUMENT PREPARED BY:

21 _____.”.

22 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
23 October 1, 2010.