

# HOUSE BILL 659

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CF SB 519

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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

Introduced and read first time: February 4, 2010

Assigned to: Judiciary

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Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 24, 2010

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## 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;  
8 authorizing a principal or an interested person to file a certain petition for  
9 injunctive relief in a certain court for certain purposes; authorizing certain  
10 persons to petition a court for certain purposes; requiring a court to dismiss a  
11 certain petition; prohibiting a person from requiring a certain additional or  
12 different power of attorney than a certain statutory form power of attorney  
13 under certain circumstances; providing that a person that refuses to accept a  
14 certain power of attorney in violation of this Act is subject to a certain court  
15 order and liability for certain fees and costs incurred in a certain action;  
16 establishing that a document substantially in a certain form may be used to  
17 create a certain statutory form power of attorney; providing that a certain

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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



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

31 BY repealing

32 Article – Estates and Trusts

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

34 Annotated Code of Maryland

35 (2001 Replacement Volume and 2009 Supplement)

36 BY adding to

37 Article – Estates and Trusts

38 Section 17–101 through ~~17–202~~ 17–204 to be under the new title “Title 17.

39 Maryland General and Limited Power of Attorney Act”

40 Annotated Code of Maryland

41 (2001 Replacement Volume and 2009 Supplement)

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

1                                   **Article – Estates and Trusts**

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

3   **[13–601.**

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

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

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

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

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

21               (2)   An instrument or portion of an instrument that is an advance  
22   directive appointing a health care agent is subject to the provisions of Title 5, Subtitle  
23   6 of the Health – General Article.]

24   **[13–602.**

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

31          (b)    In the absence of fraud, an affidavit executed by the attorney in fact or  
32   agent and stating that he did not have, at the time of doing an act pursuant to the  
33   power of attorney, actual knowledge of the revocation or termination of the power of  
34   attorney by death, disability, or incompetence, is conclusive proof of the nonrevocation  
35   or nontermination of the power at that time. If the exercise of the power requires

1 execution and delivery of any instrument which is recordable, the affidavit when  
2 authenticated for record is likewise recordable.

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

5 [13-603.

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

## 10 TITLE 17. MARYLAND GENERAL AND LIMITED POWER OF ATTORNEY ACT.

### 11 SUBTITLE 1. GENERAL PROVISIONS.

#### 12 17-101.

13 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS  
14 INDICATED.

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

18 (2) "AGENT" INCLUDES AN ORIGINAL AGENT, COAGENT,  
19 SUCCESSOR AGENT, AND A PERSON TO WHICH AN AGENT'S AUTHORITY IS  
20 DELEGATED.

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

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

26 (2) Is:

27 (i) MISSING;

28 (ii) DETAINED, INCLUDING INCARCERATED IN A PENAL  
29 SYSTEM; OR

1                    (III) OUTSIDE THE UNITED STATES AND UNABLE TO  
2 RETURN.

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

6            ~~(D)~~ (E)        “PRINCIPAL” MEANS AN INDIVIDUAL WHO GRANTS  
7 AUTHORITY TO AN AGENT IN A POWER OF ATTORNEY.

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

11 **17-102.**

12            (A) EXCEPT AS OTHERWISE PROVIDED IN A POWER OF ATTORNEY, AN  
13 AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS, DISBURSEMENTS, OR  
14 TRANSACTIONS CONDUCTED ON BEHALF OF THE PRINCIPAL UNLESS ORDERED  
15 BY A COURT OR REQUESTED BY THE PRINCIPAL, A GUARDIAN, A CONSERVATOR,  
16 ANOTHER FIDUCIARY ACTING FOR THE PRINCIPAL, A GOVERNMENTAL AGENCY  
17 HAVING AUTHORITY TO PROTECT THE WELFARE OF THE PRINCIPAL, OR, ON THE  
18 DEATH OF THE PRINCIPAL, BY THE PERSONAL REPRESENTATIVE OR SUCCESSOR  
19 IN INTEREST OF THE PRINCIPAL’S ESTATE.

20            (B) (1) IF A REQUEST AS DESCRIBED IN SUBSECTION (A) OF THIS  
21 SECTION IS MADE, WITHIN 30 DAYS AFTER THE REQUEST IS MADE, THE AGENT  
22 SHALL COMPLY WITH THE REQUEST OR PROVIDE A WRITING OR OTHER RECORD  
23 SUBSTANTIATING WHY ADDITIONAL TIME IS NEEDED AND SHALL COMPLY WITH  
24 THE REQUEST WITHIN AN ADDITIONAL 30 DAYS.

25            (2) A PRINCIPAL OR AN INTERESTED PERSON MAY FILE A  
26 PETITION UNDER TITLE 15, CHAPTER 500 OF THE MARYLAND RULES IN THE  
27 CIRCUIT COURT FOR THE COUNTY IN WHICH THE POWER OF ATTORNEY IS  
28 RECORDED TO ENJOIN AN AGENT TO COMPLY WITH THIS SECTION.

29 **17-103.**

30            (A) THE FOLLOWING PERSONS MAY PETITION A COURT TO CONSTRUE A  
31 POWER OF ATTORNEY OR REVIEW THE AGENT’S CONDUCT, AND GRANT  
32 APPROPRIATE RELIEF:

33            (1) THE PRINCIPAL OR THE AGENT;

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

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

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

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

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

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

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

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

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

21 17-104.

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

25           (B) A PERSON THAT REFUSES IN VIOLATION OF THIS SECTION TO  
26 ACCEPT AN ACKNOWLEDGED STATUTORY FORM POWER OF ATTORNEY IS  
27 SUBJECT TO:

28           (1) A COURT ORDER MANDATING ACCEPTANCE OF THE POWER OF  
29 ATTORNEY; AND

30           (2) LIABILITY FOR REASONABLE ATTORNEY'S FEES AND COSTS  
31 INCURRED IN AN ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF

1 THE POWER OF ATTORNEY OR MANDATES ACCEPTANCE OF THE POWER OF  
2 ATTORNEY.

3 17-105.

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

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

11 (C) ANY ACT DONE BY THE ATTORNEY IN FACT OR AGENT IN  
12 ACCORDANCE WITH THE POWER OF ATTORNEY DURING ANY PERIOD OF  
13 DISABILITY OR INCOMPETENCE OF THE PRINCIPAL OR DURING ANY PERIOD OF  
14 UNCERTAINTY AS TO WHETHER THE PRINCIPAL IS DEAD OR ALIVE HAS THE  
15 SAME EFFECT AND INURES TO THE BENEFIT OF AND BINDS THE PRINCIPAL AS IF  
16 THE PRINCIPAL WERE ALIVE, COMPETENT, AND NOT DISABLED.

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

20 (2) THE GUARDIAN HAS THE SAME POWER THE PRINCIPAL  
21 WOULD HAVE BUT FOR THE PRINCIPAL'S DISABILITY OR INCOMPETENCE TO  
22 REVOKE, SUSPEND, OR TERMINATE ALL OR ANY PART OF THE POWER OF  
23 ATTORNEY OR AGENCY.

24 17-106.

25 (A) (1) THE DEATH, DISABILITY, OR INCOMPETENCE OF A PRINCIPAL  
26 WHO HAS EXECUTED A POWER OF ATTORNEY IN WRITING DOES NOT REVOKE OR  
27 TERMINATE THE AGENCY AS TO THE ATTORNEY IN FACT, AGENT, OR OTHER  
28 PERSON WHO, WITHOUT ACTUAL KNOWLEDGE OF THE DEATH, DISABILITY, OR  
29 INCOMPETENCE OF THE PRINCIPAL, ACTS IN GOOD FAITH UNDER THE POWER  
30 OF ATTORNEY OR AGENCY.

31 (2) UNLESS OTHERWISE INVALID OR UNENFORCEABLE, ANY  
32 ACTION TAKEN BY THE ATTORNEY IN FACT, AGENT, OR OTHER PERSON WHO  
33 ACTS IN GOOD FAITH UNDER THE POWER OF ATTORNEY OR AGENCY BINDS THE  
34 PRINCIPAL AND THE PRINCIPAL'S HEIRS, LEGATEES, AND PERSONAL  
35 REPRESENTATIVES.

1           **(B) (1) IN THE ABSENCE OF FRAUD, AN AFFIDAVIT EXECUTED BY THE**  
2 **ATTORNEY IN FACT OR AGENT AND STATING THAT THE ATTORNEY IN FACT OR**  
3 **AGENT DID NOT HAVE, AT THE TIME OF DOING AN ACT IN ACCORDANCE WITH**  
4 **THE POWER OF ATTORNEY, ACTUAL KNOWLEDGE OF THE REVOCATION OR**  
5 **TERMINATION OF THE POWER OF ATTORNEY BY DEATH, DISABILITY, OR**  
6 **INCOMPETENCE, IS CONCLUSIVE PROOF OF THE NONREVOCATION OR**  
7 **NONTERMINATION OF THE POWER AT THAT TIME.**

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

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

14 **17-107.**

15           **IF ANY MEMBER OF THE ARMED SERVICES OF THE UNITED STATES HAS**  
16 **EXECUTED A POWER OF ATTORNEY, THE FACT THAT THAT PERSON HAS BEEN**  
17 **REPORTED OR LISTED, OFFICIALLY OR OTHERWISE, AS "MISSING IN ACTION", AS**  
18 **THAT PHRASE IS USED TO DESCRIBE A CASUALTY CATEGORY APPLICABLE TO**  
19 **MEMBERS OF THE ARMED SERVICES, DOES NOT OPERATE TO REVOKE THE**  
20 **POWER OF ATTORNEY, UNLESS THE INSTRUMENT OTHERWISE PROVIDES.**

21 **17-108.**

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

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

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

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

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



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

4           **(D) (1) A PRINCIPAL MAY DELEGATE TO ONE OR MORE AGENTS THE**  
5 **AUTHORITY TO DO ANY ACT SPECIFIED IN THE STATUTORY FORMS IN SUBTITLE**  
6 **2 OF THIS TITLE.**

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

11 **17-109.**

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

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

15           **(1) A POWER THAT IS COUPLED WITH AN INTEREST IN THE**  
16 **SUBJECT OF THE POWER, IS GIVEN AS SECURITY, OR IS GIVEN FOR**  
17 **CONSIDERATION, REGARDLESS OF WHETHER THE POWER IS HELD FOR THE**  
18 **BENEFIT OF THE AGENT OR ANOTHER PERSON, INCLUDING A POWER GIVEN TO**  
19 **OR FOR THE BENEFIT OF A CREDITOR IN CONNECTION WITH A CREDIT**  
20 **TRANSACTION;**

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

24           **(3) A PROXY OR OTHER DELEGATION TO EXERCISE ANY RIGHT**  
25 **WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR MANAGEMENT**  
26 **RIGHTS OR BOTH, OR A DELEGATION OF AUTHORITY TO EXECUTE, BECOME A**  
27 **PARTY TO, OR AMEND A DOCUMENT OR AGREEMENT GOVERNING AN ENTITY OR**  
28 **ENTITY OWNERSHIP INTEREST;**

29           **(4) A POWER CREATED ON A FORM PRESCRIBED BY A**  
30 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**  
31 **INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE;**

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

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

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

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

11           **(9) A POWER WITH RESPECT TO AN ENTITY CREATED IN**  
12 **ACCORDANCE WITH AUTHORIZATION PROVIDED BY A FEDERAL OR STATE**  
13 **STATUE THAT SPECIFICALLY CONTEMPLATES CREATION OF THE POWER.**

14 **17-110.**

15           **(A) A POWER OF ATTORNEY UNDER THIS TITLE SHALL BE:**

16           **(1) IN WRITING;**

17           **(2) SIGNED BY THE PRINCIPAL OR BY SOME OTHER PERSON FOR**  
18 **THE PRINCIPAL, IN THE PRESENCE OF THE PRINCIPAL, AND AT THE EXPRESS**  
19 **DIRECTION OF THE PRINCIPAL;**

20           **(3) ACKNOWLEDGED BY THE PRINCIPAL BEFORE A NOTARY**  
21 **PUBLIC; AND**

22           **(4) ATTESTED AND SIGNED BY TWO OR MORE ADULT WITNESSES**  
23 **WHO SIGN IN THE PRESENCE OF THE PRINCIPAL AND IN THE PRESENCE OF**  
24 **EACH OTHER.**

25           **(B) THE NOTARY PUBLIC BEFORE WHOM THE PRINCIPAL**  
26 **ACKNOWLEDGES THE POWER OF ATTORNEY MAY ALSO SERVE AS ONE OF THE**  
27 **TWO OR MORE ADULT WITNESSES.**

28 **17-111.**

29           **(A) A POWER OF ATTORNEY IS EFFECTIVE WHEN EXECUTED, UNLESS**  
30 **THE PRINCIPAL PROVIDES IN THE POWER OF ATTORNEY THAT IT BECOMES**  
31 **EFFECTIVE AT A FUTURE DATE OR ON THE OCCURRENCE OF A FUTURE EVENT**  
32 **OR CONTINGENCY.**

1        (B) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE  
2 OCCURRENCE OF A FUTURE EVENT OR CONTINGENCY, THE PRINCIPAL, IN THE  
3 POWER OF ATTORNEY, MAY AUTHORIZE ONE OR MORE PERSONS TO DETERMINE  
4 IN A WRITING OR OTHER RECORD THAT THE EVENT OR CONTINGENCY HAS  
5 OCCURRED.

6        (C) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE  
7 PRINCIPAL'S INCAPACITY AND THE PRINCIPAL HAS NOT AUTHORIZED A PERSON  
8 TO DETERMINE WHETHER THE PRINCIPAL IS INCAPACITATED, OR THE PERSON  
9 AUTHORIZED IS UNABLE OR UNWILLING TO MAKE THE DETERMINATION, THE  
10 POWER OF ATTORNEY BECOMES EFFECTIVE ON A DETERMINATION IN A  
11 WRITING OR OTHER RECORD BY:

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

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

18        (D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF  
19 ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS  
20 THE PRINCIPAL'S PERSONAL REPRESENTATIVE TO OBTAIN ACCESS TO THE  
21 PRINCIPAL'S HEALTH-CARE INFORMATION AND COMMUNICATE WITH THE  
22 PRINCIPAL'S HEALTH-CARE PROVIDER:

23            (1) THE HEALTH INSURANCE PORTABILITY AND  
24 ACCOUNTABILITY ACT;

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

27            (3) APPLICABLE REGULATIONS.

28 17-112.

29        (A) A POWER OF ATTORNEY TERMINATES WHEN:

30            (1) THE PRINCIPAL DIES;

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

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

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

2           **(5) THE PURPOSE OF THE POWER OF ATTORNEY IS**  
3 **ACCOMPLISHED; OR**

4           **(6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE**  
5 **AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF**  
6 **ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE**  
7 **POWER OF ATTORNEY.**

8           **(B) AN AGENT'S AUTHORITY TERMINATES WHEN:**

9           **(1) THE PRINCIPAL REVOKES THE AUTHORITY;**

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

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

14          **(4) THE POWER OF ATTORNEY TERMINATES.**

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

19 **17-113.**

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

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

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

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

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

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

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

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

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

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

15                   **(I) THE VALUE AND NATURE OF THE PRINCIPAL'S**  
16 **PROPERTY;**

17                   **(II) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND**  
18 **NEED FOR MAINTENANCE;**

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

22                   **(IV) THE PRINCIPAL'S ELIGIBILITY FOR A BENEFIT, A**  
23 **PROGRAM, OR ASSISTANCE UNDER A STATUTE OR REGULATION.**

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

27           **(D) AN AGENT THAT ACTS WITH CARE, COMPETENCE, AND DILIGENCE**  
28 **FOR THE BEST INTEREST OF THE PRINCIPAL IS NOT LIABLE SOLELY BECAUSE**  
29 **THE AGENT ALSO BENEFITS FROM AN ACT TAKEN BY THE AGENT OR HAS AN**  
30 **INDIVIDUAL OR CONFLICTING INTEREST IN RELATION TO THE PROPERTY OR**  
31 **AFFAIRS OF THE PRINCIPAL.**

32           **(E) IF AN AGENT IS SELECTED BY THE PRINCIPAL BECAUSE OF SPECIAL**  
33 **SKILLS OR EXPERTISE POSSESSED BY THE AGENT OR IN RELIANCE ON THE**

1 AGENT'S REPRESENTATION THAT THE AGENT HAS SPECIAL SKILLS OR  
2 EXPERTISE, THE SPECIAL SKILLS OR EXPERTISE MUST BE CONSIDERED IN  
3 DETERMINING WHETHER THE AGENT HAS ACTED WITH CARE, COMPETENCE,  
4 AND DILIGENCE UNDER THE CIRCUMSTANCES.

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

7 (G) AN AGENT THAT EXERCISES AUTHORITY TO DELEGATE TO ANOTHER  
8 PERSON THE AUTHORITY GRANTED BY THE PRINCIPAL OR THAT ENGAGES  
9 ANOTHER PERSON ON BEHALF OF THE PRINCIPAL IS NOT LIABLE FOR AN ACT,  
10 ERROR OF JUDGMENT, OR DEFAULT OF THAT PERSON IF THE AGENT EXERCISES  
11 CARE, COMPETENCE, AND DILIGENCE IN SELECTING AND MONITORING THE  
12 PERSON.

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

15 17-114.

16 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN  
17 AGENT IS ENTITLED TO REIMBURSEMENT OF EXPENSES REASONABLY  
18 INCURRED ON BEHALF OF THE PRINCIPAL BUT THE AGENT IS NOT ENTITLED TO  
19 COMPENSATION.

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

24 17-115.

25 THIS TITLE DOES NOT SUPERSEDE OTHER LAWS APPLICABLE TO  
26 FINANCIAL INSTITUTIONS OR OTHER ENTITIES, AND TO THE EXTENT THOSE  
27 OTHER LAWS ARE INCONSISTENT WITH THE TITLE, THE OTHER LAWS PREVAIL.

28 17-116.

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

31 **SUBTITLE 2. STATUTORY FORMS.**

32 17-201.

1           A DOCUMENT SUBSTANTIALLY IN ONE OF THE FOLLOWING ~~FORM~~ FORMS  
2 MAY BE USED TO CREATE A STATUTORY FORM POWER OF ATTORNEY THAT HAS  
3 THE MEANING AND EFFECT PRESCRIBED BY THIS TITLE~~2~~.

4 17-202.

5                                   “MARYLAND STATUTORY FORM  
6                                   PERSONAL FINANCIAL POWER OF ATTORNEY

7                                   IMPORTANT INFORMATION AND WARNING

8           YOU SHOULD BE VERY CAREFUL IN DECIDING WHETHER OR NOT TO SIGN  
9 THIS DOCUMENT. THE POWERS GRANTED BY YOU (THE PRINCIPAL) IN THIS  
10 DOCUMENT ARE BROAD AND SWEEPING. THIS POWER OF ATTORNEY  
11 AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS  
12 CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL). YOUR AGENT WILL  
13 BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY  
14 (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR  
15 YOURSELF.

16           YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT.  
17 UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT’S AUTHORITY WILL  
18 CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE  
19 AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

20           YOU NEED NOT GRANT ALL OF THE POWERS LISTED BELOW. IF YOU  
21 CHOOSE TO GRANT LESS THAN ALL OF THE LISTED POWERS, YOU MAY INSTEAD  
22 USE A MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY AND  
23 MARK ON THAT MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY  
24 WHICH POWERS YOU INTEND TO DELEGATE TO YOUR ATTORNEY-IN-FACT (THE  
25 AGENT) AND WHICH YOU DO NOT WANT THE AGENT TO EXERCISE.

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

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

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**DESIGNATION OF AGENT**

**I, \_\_\_\_\_,**  
**(NAME OF PRINCIPAL)**

**NAME THE FOLLOWING PERSON AS MY AGENT:**

**NAME OF AGENT: \_\_\_\_\_**

**AGENT’S ADDRESS: \_\_\_\_\_**

**AGENT’S TELEPHONE NUMBER: \_\_\_\_\_**

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

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

**NAME OF SUCCESSOR AGENT: \_\_\_\_\_**

**SUCCESSOR AGENT’S ADDRESS: \_\_\_\_\_**

**SUCCESSOR AGENT’S TELEPHONE NUMBER: \_\_\_\_\_**

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

**NAME OF SECOND SUCCESSOR AGENT: \_\_\_\_\_**

**SECOND SUCCESSOR AGENT’S ADDRESS: \_\_\_\_\_**

**SECOND SUCCESSOR AGENT’S TELEPHONE NUMBER: \_\_\_\_\_**

**GRANT OF GENERAL AUTHORITY**

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



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

6           **(2) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD**  
7 **ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO**  
8 **ACCOMPLISH A PURPOSE OF A TRANSACTION;**

9           **(3) SEEK ON THE PRINCIPAL'S BEHALF THE ASSISTANCE OF A**  
10 **COURT OR OTHER GOVERNMENTAL AGENCY TO CARRY OUT AN ACT**  
11 **AUTHORIZED IN THIS POWER OF ATTORNEY;**

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

16           **(5) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,**  
17 **ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR**  
18 **OTHER ADVISOR;**

19           **(6) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER**  
20 **DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL'S INTEREST UNDER A**  
21 **STATUTE OR REGULATION AND COMMUNICATE WITH REPRESENTATIVES OR**  
22 **EMPLOYEES OF A GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**  
23 **INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL; AND**

24           **(7) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL**  
25 **PROPERTY RELATED TO THE SUBJECT.**

26           **MY AGENT'S AUTHORITY SHALL INCLUDE THE AUTHORITY TO ACT AS**  
27 **STATED BELOW WITH REGARD TO EACH OF THE FOLLOWING SUBJECTS:**

## 28                                   **SUBJECTS AND AUTHORITY**

29 **REAL PROPERTY – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT**  
30 **TO: DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY FOR AN**  
31 **EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT AN INTEREST IN**  
32 **REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY; PLEDGE OR**  
33 **MORTGAGE AN INTEREST IN REAL PROPERTY OR RIGHT INCIDENT TO REAL**  
34 **PROPERTY AS SECURITY TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE**  
35 **TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY**

1 THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE; RELEASE, ASSIGN,  
2 SATISFY, OR ENFORCE BY LITIGATION OR OTHERWISE A MORTGAGE, DEED OF  
3 TRUST, CONDITIONAL SALE CONTRACT, ENCUMBRANCE, LIEN, OR OTHER CLAIM  
4 TO REAL PROPERTY THAT EXISTS OR IS ASSERTED; AND MANAGE OR CONSERVE  
5 AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY  
6 OWNED OR CLAIMED TO BE OWNED BY THE PRINCIPAL, INCLUDING: (1)  
7 INSURING AGAINST LIABILITY OR CASUALTY OR OTHER LOSS; (2) OBTAINING OR  
8 REGAINING POSSESSION OF OR PROTECTING THE INTEREST OR RIGHT BY  
9 LITIGATION OR OTHERWISE; (3) PAYING, ASSESSING, COMPROMISING, OR  
10 CONTESTING TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING  
11 REFUNDS IN CONNECTION WITH THEM; AND (4) PURCHASING SUPPLIES, HIRING  
12 ASSISTANCE OR LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL  
13 PROPERTY.

14 STOCKS AND BONDS – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY  
15 AGENT TO: BUY, SELL, AND EXCHANGE STOCKS AND BONDS; ESTABLISH,  
16 CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT WITH RESPECT TO STOCKS  
17 AND BONDS; PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,  
18 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL;  
19 RECEIVE CERTIFICATES AND OTHER EVIDENCES OF OWNERSHIP WITH RESPECT  
20 TO STOCKS AND BONDS; EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS  
21 AND BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND  
22 CONSENT TO LIMITATIONS ON THE RIGHT TO VOTE.

23 BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO THIS  
24 SUBJECT, I AUTHORIZE MY AGENT TO: CONTINUE, MODIFY, AND TERMINATE AN  
25 ACCOUNT OR OTHER BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE  
26 PRINCIPAL; ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER  
27 BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND LOAN  
28 ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR OTHER  
29 FINANCIAL INSTITUTION SELECTED BY THE AGENT; CONTRACT FOR SERVICES  
30 AVAILABLE FROM A FINANCIAL INSTITUTION, INCLUDING RENTING A SAFE  
31 DEPOSIT BOX OR SPACE IN A VAULT; WITHDRAW, BY CHECK, MONEY ORDER,  
32 ELECTRONIC FUNDS TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE  
33 PRINCIPAL DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL  
34 INSTITUTION; RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES, AND  
35 SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH RESPECT  
36 TO THEM; ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR ADD TO  
37 THE CONTENTS; BORROW MONEY AND PLEDGE AS SECURITY PERSONAL  
38 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,  
39 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT  
40 GUARANTEED BY THE PRINCIPAL; MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT,  
41 GUARANTEE, AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND  
42 OTHER NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR

1 PAYABLE TO THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY,  
2 RECEIVE THE CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS; AND  
3 APPLY FOR, RECEIVE, AND USE CREDIT CARDS AND DEBIT CARDS, ELECTRONIC  
4 TRANSACTION AUTHORIZATIONS, AND TRAVELER'S CHECKS FROM A FINANCIAL  
5 INSTITUTION.

6 INSURANCE AND ANNUITIES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE  
7 MY AGENT TO: CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,  
8 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT  
9 PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES  
10 AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR  
11 NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT; PROCURE NEW,  
12 DIFFERENT, AND ADDITIONAL CONTRACTS OF INSURANCE AND ANNUITIES FOR  
13 THE PRINCIPAL AND SELECT THE AMOUNT, TYPE OF INSURANCE OR ANNUITY,  
14 AND MODE OF PAYMENT; PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,  
15 MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF  
16 INSURANCE OR ANNUITY PROCURED BY THE AGENT; APPLY FOR AND RECEIVE A  
17 LOAN SECURED BY A CONTRACT OF INSURANCE OR ANNUITY; SURRENDER AND  
18 RECEIVE THE CASH SURRENDER VALUE ON A CONTRACT OF INSURANCE OR  
19 ANNUITY; EXERCISE AN ELECTION; EXERCISE INVESTMENT POWERS AVAILABLE  
20 UNDER A CONTRACT OF INSURANCE OR ANNUITY; CHANGE THE MANNER OF  
21 PAYING PREMIUMS ON A CONTRACT OF INSURANCE OR ANNUITY; CHANGE OR  
22 CONVERT THE TYPE OF INSURANCE OR ANNUITY WITH RESPECT TO WHICH THE  
23 PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY DESCRIBED IN THIS SECTION;  
24 APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER A STATUTE OR  
25 REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT OF  
26 INSURANCE ON THE LIFE OF THE PRINCIPAL; COLLECT, SELL, ASSIGN,  
27 HYPOTHECATE, BORROW AGAINST, OR PLEDGE THE INTEREST OF THE  
28 PRINCIPAL IN A CONTRACT OF INSURANCE OR ANNUITY; SELECT THE FORM AND  
29 TIMING OF THE PAYMENT OF PROCEEDS FROM A CONTRACT OF INSURANCE OR  
30 ANNUITY; PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR CONTEST,  
31 AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR ASSESSMENT LEVIED  
32 BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT OF INSURANCE OR  
33 ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE CONTRACT OF INSURANCE  
34 OR ANNUITY ACCRUING BY REASON OF THE TAX OR ASSESSMENT.

35 CLAIMS AND LITIGATION – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY  
36 AGENT TO: ASSERT AND MAINTAIN BEFORE A COURT OR ADMINISTRATIVE  
37 AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION, COUNTERCLAIM,  
38 OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION TO RECOVER  
39 PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES SUSTAINED BY THE  
40 PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK AN INJUNCTION,  
41 SPECIFIC PERFORMANCE, OR OTHER RELIEF; ACT FOR THE PRINCIPAL WITH  
42 RESPECT TO BANKRUPTCY OR INSOLVENCY, WHETHER VOLUNTARY OR

1 INVOLUNTARY, CONCERNING THE PRINCIPAL OR SOME OTHER PERSON, OR  
2 WITH RESPECT TO A REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR  
3 THE APPOINTMENT OF A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST  
4 OF THE PRINCIPAL IN PROPERTY OR OTHER THING OF VALUE; PAY A  
5 JUDGMENT, AWARD, OR ORDER AGAINST THE PRINCIPAL OR A SETTLEMENT  
6 MADE IN CONNECTION WITH A CLAIM OR LITIGATION; AND RECEIVE MONEY OR  
7 OTHER THING OF VALUE PAID IN SETTLEMENT OF OR AS PROCEEDS OF A CLAIM  
8 OR LITIGATION.

9 BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE  
10 (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE PROVIDED UNDER A  
11 STATUTE OR REGULATION INCLUDING SOCIAL SECURITY, MEDICARE, AND  
12 MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:  
13 EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR ALLOWANCES AND  
14 REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A FOREIGN  
15 GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE PRINCIPAL;  
16 ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND, OR DISCONTINUE,  
17 ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM; PREPARE, FILE, AND  
18 MAINTAIN A CLAIM OF THE PRINCIPAL FOR A BENEFIT OR ASSISTANCE,  
19 FINANCIAL OR OTHERWISE, TO WHICH THE PRINCIPAL MAY BE ENTITLED  
20 UNDER A STATUTE OR REGULATION; INITIATE, PARTICIPATE IN, SUBMIT TO  
21 ALTERNATIVE DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR  
22 ACCEPT A COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT  
23 OR ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A  
24 STATUTE OR REGULATION; AND RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM  
25 DESCRIBED ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL  
26 PURPOSE ANYTHING SO RECEIVED.

27 RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY AN  
28 EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE  
29 RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE  
30 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR  
31 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE  
32 CODE: (1) AN INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL REVENUE  
33 CODE SECTION 408, 26 U.S.C. § 408; (2) A ROTH INDIVIDUAL RETIREMENT  
34 ACCOUNT UNDER INTERNAL REVENUE CODE SECTION 408(A), 26 U.S.C. §  
35 408(A); (3) A DEEMED INDIVIDUAL RETIREMENT ACCOUNT UNDER INTERNAL  
36 REVENUE CODE SECTION 408(Q), 26 U.S.C. § 408(Q); (4) AN ANNUITY OR  
37 MUTUAL FUND CUSTODIAL ACCOUNT UNDER INTERNAL REVENUE CODE  
38 SECTION 403(B), 26 U.S.C. § 403(B); (5) A PENSION, PROFIT-SHARING, STOCK  
39 BONUS, OR OTHER RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE  
40 CODE SECTION 401(A), 26 U.S.C. § 401(A); (6) A PLAN UNDER INTERNAL  
41 REVENUE CODE SECTION 457(B), 26 U.S.C. § 457(B); AND (7) A NONQUALIFIED  
42 DEFERRED COMPENSATION PLAN UNDER INTERNAL REVENUE CODE SECTION

1 409(A), 26 U.S.C. § 409(A) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY  
 2 AGENT TO: SELECT THE FORM AND TIMING OF PAYMENTS UNDER A  
 3 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN; MAKE A  
 4 ROLLOVER, INCLUDING A DIRECT TRUSTEE-TO-TRUSTEE ROLLOVER, OF  
 5 BENEFITS FROM ONE RETIREMENT PLAN TO ANOTHER; ESTABLISH A  
 6 RETIREMENT PLAN IN THE PRINCIPAL’S NAME; MAKE CONTRIBUTIONS TO A  
 7 RETIREMENT PLAN; EXERCISE INVESTMENT POWERS AVAILABLE UNDER A  
 8 RETIREMENT PLAN; BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS  
 9 FROM A RETIREMENT PLAN.

10 TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:  
 11 PREPARE, SIGN, AND FILE FEDERAL, STATE, LOCAL, AND FOREIGN INCOME,  
 12 GIFT, PAYROLL, PROPERTY, FEDERAL INSURANCE CONTRIBUTIONS ACT, AND  
 13 OTHER TAX RETURNS, CLAIMS FOR REFUNDS, REQUESTS FOR EXTENSION OF  
 14 TIME, PETITIONS REGARDING TAX MATTERS, AND OTHER TAX-RELATED  
 15 DOCUMENTS, INCLUDING RECEIPTS, OFFERS, WAIVERS, CONSENTS, INCLUDING  
 16 CONSENTS AND AGREEMENTS UNDER INTERNAL REVENUE CODE SECTION  
 17 2032(A), 26 U.S.C. § 2032(A), CLOSING AGREEMENTS, AND OTHER POWERS OF  
 18 ATTORNEY REQUIRED BY THE INTERNAL REVENUE SERVICE OR OTHER TAXING  
 19 AUTHORITY WITH RESPECT TO A TAX YEAR ON WHICH THE STATUTE OF  
 20 LIMITATIONS HAS NOT RUN AND THE FOLLOWING 25 TAX YEARS; PAY TAXES  
 21 DUE, COLLECT REFUNDS, POST BONDS, RECEIVE CONFIDENTIAL INFORMATION,  
 22 AND CONTEST DEFICIENCIES DETERMINED BY THE INTERNAL REVENUE  
 23 SERVICE OR OTHER TAXING AUTHORITY; EXERCISE ELECTIONS AVAILABLE TO  
 24 THE PRINCIPAL UNDER FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND  
 25 ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL PERIODS BEFORE THE  
 26 INTERNAL REVENUE SERVICE, OR OTHER TAXING AUTHORITY.

27 SPECIAL INSTRUCTIONS (OPTIONAL)

28 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING  
 29 LINES:

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**EFFECTIVE DATE**

**THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED 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 OR GUARDIAN OF MY PERSON, I NOMINATE THE FOLLOWING PERSON(S) FOR APPOINTMENT:**

**NAME OF NOMINEE FOR GUARDIAN OF MY PROPERTY:**

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

**OR**

\_\_\_\_\_  
**NOMINEE'S ADDRESS:** \_\_\_\_\_  
**NOMINEE'S TELEPHONE NUMBER:** \_\_\_\_\_

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

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

**OR**

\_\_\_\_\_  
**NOMINEE'S ADDRESS:** \_\_\_\_\_  
**NOMINEE'S TELEPHONE NUMBER:** \_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
**YOUR SIGNATURE** \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**YOUR NAME PRINTED**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 YOUR ADDRESS

4 \_\_\_\_\_

5 YOUR TELEPHONE NUMBER

6 STATE OF MARYLAND

7 (COUNTY) OF \_\_\_\_\_

8 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

9 \_\_\_\_\_,

10 (DATE)

11 BY \_\_\_\_\_ TO BE HIS/HER ACT.

12 (NAME OF PRINCIPAL)

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

14 SIGNATURE OF NOTARY

15 MY COMMISSION EXPIRES: \_\_\_\_\_

16 WITNESS ATTESTATION

17 THE FOREGOING POWER OF ATTORNEY WAS, ON THE DATE WRITTEN ABOVE,

18 PUBLISHED AND DECLARED BY

19 \_\_\_\_\_

20 (NAME OF PRINCIPAL)

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

25 \_\_\_\_\_

26 WITNESS #1 SIGNATURE

27 \_\_\_\_\_

28 WITNESS #1 NAME PRINTED

29 \_\_\_\_\_

30 \_\_\_\_\_

31 WITNESS #1 ADDRESS

1 \_\_\_\_\_  
2 WITNESS #1 TELEPHONE NUMBER

3 \_\_\_\_\_  
4 WITNESS #2 SIGNATURE

5 \_\_\_\_\_  
6 WITNESS #2 NAME PRINTED

7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 WITNESS #2 ADDRESS

10 \_\_\_\_\_  
11 WITNESS #2 TELEPHONE NUMBER”

12 17-203.

13 **“MARYLAND STATUTORY FORM**  
14 **LIMITED POWER OF ATTORNEY**

15 **PLEASE READ CAREFULLY**

16 **THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO**  
17 **MAKE ~~ALL~~ DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE**  
18 **PRINCIPAL). YOU ~~HAVE AN ALTERNATIVE~~ NEED NOT GIVE TO YOUR AGENT ALL**  
19 **THE AUTHORITIES LISTED BELOW AND MAY GIVE THE AGENT ONLY A LIMITED**  
20 **~~POWER OF ATTORNEY TO YOUR AGENT~~ THOSE LIMITED POWERS THAT YOU**  
21 **SPECIFICALLY INDICATE. THIS POWER OF ATTORNEY GIVES YOUR AGENT THE**  
22 **RIGHT TO MAKE LIMITED DECISIONS FOR YOU. YOU SHOULD VERY CAREFULLY**  
23 **WEIGH YOUR DECISION ~~TO~~ AS TO WHAT POWERS YOU GIVE YOUR AGENT AN**  
24 **~~UNRESTRICTED POWER OF ATTORNEY OR A LIMITED POWER OF ATTORNEY~~**  
25 **~~VERY CAREFULLY.~~ YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT**  
26 **WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR**  
27 **NOT YOU ARE ABLE TO ACT FOR YOURSELF.**

28 **IF YOU CHOOSE TO MAKE A GRANT OF LIMITED AUTHORITY, YOU SHOULD**  
29 **CHECK THE BOXES THAT IDENTIFY THE SPECIFIC AUTHORIZATION YOU CHOOSE**  
30 **TO GIVE YOUR AGENT.**

31 **THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH**  
32 **CARE DECISIONS FOR YOU.**



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

5 YOUR AGENT IS ~~ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE~~  
6 ~~OTHERWISE IN THE SPECIAL INSTRUCTIONS~~ NOT ENTITLED TO COMPENSATION  
7 UNLESS YOU INDICATE OTHERWISE IN THE SPECIAL INSTRUCTIONS OF THIS  
8 POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT IS TO RECEIVE  
9 COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION OR  
10 COMPENSATION AS SPECIFIED IN THE SPECIAL INSTRUCTIONS.

11 THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME  
12 MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL  
13 INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU  
14 INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

15 IF YOUR AGENT IS UNAVAILABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER  
16 OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU  
17 MAY ALSO NAME A SECOND SUCCESSOR AGENT.

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

20 IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY  
21 YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE  
22 SIGNING THIS FORM.

23 **DESIGNATION OF AGENT**

24 I, \_\_\_\_\_, NAME THE  
25 (NAME OF PRINCIPAL)  
26 FOLLOWING PERSON AS MY AGENT:

27 NAME OF AGENT: \_\_\_\_\_  
28 AGENT’S ADDRESS: \_\_\_\_\_  
29 AGENT’S TELEPHONE NUMBER: \_\_\_\_\_

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

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

33 NAME OF SUCCESSOR AGENT: \_\_\_\_\_

1 SUCCESSOR AGENT'S

2 ADDRESS: \_\_\_\_\_

3 SUCCESSOR AGENT'S TELEPHONE NUMBER: \_\_\_\_\_

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

6 NAME OF SECOND SUCCESSOR

7 AGENT: \_\_\_\_\_

8 SECOND SUCCESSOR AGENT'S

9 ADDRESS: \_\_\_\_\_

10 SECOND SUCCESSOR AGENT'S TELEPHONE NUMBER: \_\_\_\_\_

11 **GRANT OF GENERAL AUTHORITY**

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

15 (1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR  
16 OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL  
17 IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,  
18 DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES  
19 INTENDED;

20 (2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE  
21 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,  
22 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE  
23 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE  
24 PRINCIPAL;

25 (3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD  
26 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO  
27 ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A  
28 SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL  
29 OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THIS  
30 POWER OF ATTORNEY;

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

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

4           **(6) ENGAGE, COMPENSATE, AND DISCHARGE AN ATTORNEY,**  
 5 **ACCOUNTANT, DISCRETIONARY INVESTMENT MANAGER, EXPERT WITNESS, OR**  
 6 **OTHER ADVISOR;**

7           **(7) PREPARE, EXECUTE, AND FILE A RECORD, REPORT, OR OTHER**  
 8 **DOCUMENT TO SAFEGUARD OR PROMOTE THE PRINCIPAL’S INTEREST UNDER A**  
 9 **STATUTE OR REGULATION;**

10           **(8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A**  
 11 **GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR**  
 12 **INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;**

13           **(9) ACCESS COMMUNICATIONS INTENDED FOR, AND**  
 14 **COMMUNICATE ON BEHALF OF THE PRINCIPAL, WHETHER BY MAIL,**  
 15 **ELECTRONIC TRANSMISSION, TELEPHONE, OR OTHER MEANS; AND**

16           **(10) DO LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND ALL**  
 17 **PROPERTY RELATED TO THE SUBJECT.**

18 **(INITIAL EACH AUTHORITY IN ANY SUBJECT YOU WANT TO INCLUDE IN THE**  
 19 **AGENT’S GENERAL AUTHORITY. CROSS THROUGH EACH AUTHORITY IN ANY**  
 20 **SUBJECT THAT YOU WANT TO EXCLUDE. IF YOU WISH TO GRANT GENERAL**  
 21 **AUTHORITY OVER AN ENTIRE SUBJECT, YOU MAY INITIAL “ALL OF THE ABOVE”**  
 22 **INSTEAD OF INITIALING EACH AUTHORITY.)**

23           **SUBJECTS AND AUTHORITY**

24           **A. REAL PROPERTY – WITH RESPECT TO THIS CATEGORY, I**  
 25 **AUTHORIZE MY AGENT TO:**

26           **(\_\_ ) DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**  
 27 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**  
 28 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY**

29           **(\_\_ ) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**  
 30 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**  
 31 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**  
 32 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**  
 33 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**  
 34 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**  
 35 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**

1 OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A  
2 RIGHT INCIDENT TO REAL PROPERTY

3 ( ) PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR  
4 RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,  
5 RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A  
6 DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE

7 ( ) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR  
8 OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,  
9 ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS  
10 ASSERTED

11 ( ) MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR  
12 A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY  
13 THE PRINCIPAL, INCLUDING:

14 (1) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER  
15 LOSS;

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

18 (3) PAYING, ASSESSING, COMPROMISING, OR CONTESTING  
19 TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN  
20 CONNECTION WITH THEM; AND

21 (4) PURCHASING SUPPLIES, HIRING ASSISTANCE OR  
22 LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY

23 ( ) USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR  
24 INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR  
25 INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR  
26 RIGHT

27 ( ) PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL  
28 PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO  
29 REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND  
30 BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,  
31 INCLUDING:

32 (1) SELLING OR OTHERWISE DISPOSING OF THE STOCKS  
33 AND BONDS OR OTHER PROPERTY;

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

4                   (3) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY

5                   ( ) CHANGE THE FORM OF TITLE OF AN INTEREST IN OR A RIGHT  
6 INCIDENT TO REAL PROPERTY

7                   ( ) DEDICATE TO PUBLIC USE, WITH OR WITHOUT  
8 CONSIDERATION, EASEMENTS OR OTHER REAL PROPERTY IN WHICH THE  
9 PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST

10                  ( ) ALL OF THE ABOVE

11                  B. TANGIBLE PERSONAL PROPERTY – WITH RESPECT TO THIS  
12 SUBJECT, I AUTHORIZE MY AGENT TO:

13                  ( ) DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY  
14 FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT  
15 OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN  
16 INTEREST IN TANGIBLE PERSONAL PROPERTY

17                  ( ) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,  
18 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,  
19 CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,  
20 SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN  
21 INTEREST IN TANGIBLE PERSONAL PROPERTY

22                  ( ) GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL  
23 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY  
24 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A  
25 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL

26                  ( ) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR  
27 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE  
28 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN  
29 INTEREST IN TANGIBLE PERSONAL PROPERTY

30                  ( ) MANAGE OR CONSERVE TANGIBLE PERSONAL PROPERTY OR  
31 AN INTEREST IN TANGIBLE PERSONAL PROPERTY ON BEHALF OF THE  
32 PRINCIPAL, INCLUDING:

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

1                   **(2) OBTAINING OR REGAINING POSSESSION OF OR**  
2 **PROTECTING THE PROPERTY OR INTEREST, 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 TAXES OR ASSESSMENTS;**

6                   **(4) MOVING THE PROPERTY FROM PLACE TO PLACE;**

7                   **(5) STORING THE PROPERTY FOR HIRE OR ON A**  
8 **GRATUITOUS BAILMENT; AND**

9                   **(6) USING AND MAKING REPAIRS, ALTERATIONS, OR**  
10 **IMPROVEMENTS TO THE PROPERTY**

11                   **(\_\_\_) CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE**  
12 **PERSONAL PROPERTY**

13                   **(\_\_\_) ALL OF THE ABOVE**

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

16                   **(\_\_\_) BUY, SELL, AND EXCHANGE STOCKS AND BONDS**

17                   **(\_\_\_) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT**  
18 **WITH RESPECT TO STOCKS AND BONDS**

19                   **(\_\_\_) PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,**  
20 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL**

21                   **(\_\_\_) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF**  
22 **OWNERSHIP WITH RESPECT TO STOCKS AND BONDS**

23                   **(\_\_\_) EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND**  
24 **BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT**  
25 **TO LIMITATIONS ON THE RIGHT TO VOTE**

26                   **(\_\_\_) ALL OF THE ABOVE**

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

1             BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE  
2 COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR  
3 STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE

4             ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION  
5 ACCOUNTS

6             ALL OF THE ABOVE

7            E.    BANKS AND OTHER FINANCIAL INSTITUTIONS – WITH RESPECT TO  
8 THIS SUBJECT, I AUTHORIZE MY AGENT TO:

9             CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER  
10 BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL

11            ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR  
12 OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND  
13 LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR  
14 OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT

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

17            WITHDRAW, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS  
18 TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE PRINCIPAL  
19 DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL INSTITUTION

20            RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES,  
21 AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH  
22 RESPECT TO THEM

23            ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR  
24 ADD TO THE CONTENTS

25            BORROW MONEY AND PLEDGE AS SECURITY PERSONAL  
26 PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,  
27 OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT  
28 GUARANTEED BY THE PRINCIPAL

29            MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,  
30 AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER  
31 NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO  
32 THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE  
33 CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT  
34 DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE

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

4             APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT  
5 CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND  
6 TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY  
7 OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT

8             CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH  
9 RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A  
10 FINANCIAL INSTITUTION

11             ALL OF THE ABOVE

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

14             OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN  
15 OWNERSHIP INTEREST

16             PERFORM A DUTY OR DISCHARGE A LIABILITY AND EXERCISE  
17 IN PERSON OR BY PROXY A RIGHT, POWER, PRIVILEGE, OR AN OPTION THAT THE  
18 PRINCIPAL HAS, MAY HAVE, OR CLAIMS TO HAVE

19             ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT

20             INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
21 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
22 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A  
23 PARTY BECAUSE OF AN OWNERSHIP INTEREST

24             EXERCISE IN PERSON OR BY PROXY, OR ENFORCE BY  
25 LITIGATION OR OTHERWISE, A RIGHT, POWER, PRIVILEGE, OR AN OPTION THE  
26 PRINCIPAL HAS OR CLAIMS TO HAVE AS THE HOLDER OF STOCKS AND BONDS

27             INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
28 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
29 COMPROMISE WITH RESPECT TO LITIGATION TO WHICH THE PRINCIPAL IS A  
30 PARTY CONCERNING STOCKS AND BONDS

31             WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY  
32 BY THE PRINCIPAL:



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

5                   (2) DETERMINE:

6                   (I) THE LOCATION OF THE OPERATION OF THE  
7 ENTITY OR BUSINESS;

8                   (II) THE NATURE AND EXTENT OF THE BUSINESS OF  
9 THE ENTITY OR BUSINESS;

10                   (III) THE METHODS OF MANUFACTURING, SELLING,  
11 MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN  
12 THE OPERATION OF THE ENTITY OR BUSINESS;

13                   (IV) THE AMOUNT AND TYPES OF INSURANCE CARRIED  
14 BY THE ENTITY OR BUSINESS; AND

15                   (V) THE MODE OF ENGAGING, COMPENSATING, AND  
16 DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER  
17 ADVISORS OF THE ENTITY OR BUSINESS;

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

22                   (4) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY  
23 THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE  
24 ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE  
25 OPERATION OF THE ENTITY OR BUSINESS

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

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

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

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

1             PREPARE, SIGN, FILE, AND DELIVER REPORTS,  
2            COMPILATIONS OF INFORMATION, RETURNS, OR OTHER PAPERS WITH RESPECT  
3            TO AN ENTITY OR BUSINESS AND MAKE RELATED PAYMENTS

4             PAY, COMPROMISE, OR CONTEST TAXES, ASSESSMENTS,  
5            FINES, OR PENALTIES AND PERFORM OTHER ACTS TO PROTECT THE PRINCIPAL  
6            FROM ILLEGAL OR UNNECESSARY TAXATION, ASSESSMENTS, FINES, OR  
7            PENALTIES, WITH RESPECT TO AN ENTITY OR A BUSINESS, INCLUDING  
8            ATTEMPTS TO RECOVER, AS PERMITTED BY LAW, MONEY PAID BEFORE OR  
9            AFTER THE EXECUTION OF THIS POWER OF ATTORNEY

10            ALL OF THE ABOVE

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

13            CONTINUE, PAY THE PREMIUM OR MAKE A CONTRIBUTION ON,  
14           MODIFY, EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT  
15           PROCURED BY OR ON BEHALF OF THE PRINCIPAL THAT INSURES OR PROVIDES  
16           AN ANNUITY TO EITHER THE PRINCIPAL OR ANOTHER PERSON, WHETHER OR  
17           NOT THE PRINCIPAL IS A BENEFICIARY UNDER THE CONTRACT

18            PROCURE NEW, DIFFERENT, AND ADDITIONAL CONTRACTS OF  
19           INSURANCE AND ANNUITIES FOR THE PRINCIPAL AND THE PRINCIPAL'S  
20           SPOUSE, CHILDREN, AND OTHER DEPENDENTS, AND SELECT THE AMOUNT, TYPE  
21           OF INSURANCE OR ANNUITY, AND MODE OF PAYMENT

22            PAY THE PREMIUM OR MAKE A CONTRIBUTION ON, MODIFY,  
23           EXCHANGE, RESCIND, RELEASE, OR TERMINATE A CONTRACT OF INSURANCE OR  
24           ANNUITY PROCURED BY THE AGENT

25            APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT  
26           OF INSURANCE OR ANNUITY

27            SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON  
28           A CONTRACT OF INSURANCE OR ANNUITY

29            EXERCISE AN ELECTION

30            EXERCISE INVESTMENT POWERS AVAILABLE UNDER A  
31           CONTRACT OF INSURANCE OR ANNUITY

32            CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT  
33           OF INSURANCE OR ANNUITY

1             CHANGE OR CONVERT THE TYPE OF INSURANCE OR ANNUITY  
2 WITH RESPECT TO WHICH THE PRINCIPAL HAS OR CLAIMS TO HAVE AUTHORITY  
3 DESCRIBED IN THIS SECTION

4             APPLY FOR AND PROCURE A BENEFIT OR ASSISTANCE UNDER  
5 A STATUTE OR REGULATION TO GUARANTEE OR PAY PREMIUMS OF A CONTRACT  
6 OF INSURANCE ON THE LIFE OF THE PRINCIPAL

7             COLLECT, SELL, ASSIGN, HYPOTHECATE, BORROW AGAINST,  
8 OR PLEDGE THE INTEREST OF THE PRINCIPAL IN A CONTRACT OF INSURANCE  
9 OR ANNUITY

10            SELECT THE FORM AND TIMING OF THE PAYMENT OF  
11 PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY

12            PAY, FROM PROCEEDS OR OTHERWISE, COMPROMISE OR  
13 CONTEST, AND APPLY FOR REFUNDS IN CONNECTION WITH A TAX OR  
14 ASSESSMENT LEVIED BY A TAXING AUTHORITY WITH RESPECT TO A CONTRACT  
15 OF INSURANCE OR ANNUITY OR THE PROCEEDS OR LIABILITY FROM THE  
16 CONTRACT OF INSURANCE OR ANNUITY ACCRUING BY REASON OF THE TAX OR  
17 ASSESSMENT

18            ALL OF THE ABOVE

19           H. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS  
20 (INCLUDING TRUSTS, PROBATE ESTATES, GUARDIANSHIPS,  
21 CONSERVATORSHIPS, ESCROWS, OR CUSTODIANSHIPS OR FUNDS FROM WHICH  
22 THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR  
23 PAYMENT) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT TO:

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

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

29            EXERCISE FOR THE BENEFIT OF THE PRINCIPAL A PRESENTLY  
30 EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL

31            INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
32 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
33 COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,  
34 VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER  
35 INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL

1            INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
2 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
3 COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR  
4 SURCHARGE A FIDUCIARY

5            CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED  
6 FOR AN AUTHORIZED PURPOSE

7            TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL  
8 PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR  
9 SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY  
10 TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS  
11 SETTLOR

12            REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A  
13 REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND  
14 DESCRIBED ABOVE

15            ALL OF THE ABOVE

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

18            ASSERT AND MAINTAIN BEFORE A COURT OR  
19 ADMINISTRATIVE AGENCY A CLAIM, CLAIM FOR RELIEF, CAUSE OF ACTION,  
20 COUNTERCLAIM, OFFSET, RECOUPMENT, OR DEFENSE, INCLUDING AN ACTION  
21 TO RECOVER PROPERTY OR OTHER THING OF VALUE, RECOVER DAMAGES  
22 SUSTAINED BY THE PRINCIPAL, ELIMINATE OR MODIFY TAX LIABILITY, OR SEEK  
23 AN INJUNCTION, SPECIFIC PERFORMANCE, OR OTHER RELIEF

24            BRING AN ACTION TO DETERMINE ADVERSE CLAIMS OR  
25 INTERVENE OR OTHERWISE PARTICIPATE IN LITIGATION

26            SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,  
27 OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN  
28 AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR  
29 DECREE

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

33            SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE,  
34 AND PROPOSE OR ACCEPT A COMPROMISE

1             WAIVE THE ISSUANCE AND SERVICE OF PROCESS ON THE  
2 PRINCIPAL, ACCEPT SERVICE OF PROCESS, APPEAR FOR THE PRINCIPAL,  
3 DESIGNATE PERSONS ON WHICH PROCESS DIRECTED TO THE PRINCIPAL MAY BE  
4 SERVED, EXECUTE AND FILE OR DELIVER STIPULATIONS ON THE PRINCIPAL'S  
5 BEHALF, VERIFY PLEADINGS, SEEK APPELLATE REVIEW, PROCURE AND GIVE  
6 SURETY AND INDEMNITY BONDS, CONTRACT AND PAY FOR THE PREPARATION  
7 AND PRINTING OF RECORDS AND BRIEFS, RECEIVE, EXECUTE, AND FILE OR  
8 DELIVER A CONSENT, WAIVER, RELEASE, CONFESSION OF JUDGMENT,  
9 SATISFACTION OF JUDGMENT, NOTICE, AGREEMENT, OR OTHER INSTRUMENT IN  
10 CONNECTION WITH THE PROSECUTION, SETTLEMENT, OR DEFENSE OF A CLAIM  
11 OR LITIGATION

12             ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR  
13 INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE  
14 PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A  
15 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF  
16 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN  
17 PROPERTY OR OTHER THING OF VALUE

18             PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE  
19 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR  
20 LITIGATION

21             RECEIVE MONEY OR OTHER THING OF VALUE PAID IN  
22 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION

23             ALL OF THE ABOVE

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

26             PERFORM THE ACTS NECESSARY TO MAINTAIN THE  
27 CUSTOMARY STANDARD OF LIVING OF THE PRINCIPAL, THE PRINCIPAL'S  
28 SPOUSE, AND THE FOLLOWING INDIVIDUALS, WHETHER LIVING WHEN THIS  
29 POWER OF ATTORNEY IS EXECUTED OR LATER BORN:

30                    (1) THE PRINCIPAL'S CHILDREN;

31                    (2) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE  
32 SUPPORTED BY THE PRINCIPAL; AND

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

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

4             PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS  
5 DESCRIBED ABOVE BY:

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

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

10             PROVIDE NORMAL DOMESTIC HELP, USUAL VACATIONS AND  
11 TRAVEL EXPENSES, AND FUNDS FOR SHELTER, CLOTHING, FOOD, APPROPRIATE  
12 EDUCATION, INCLUDING POSTSECONDARY AND VOCATIONAL EDUCATION, AND  
13 OTHER CURRENT LIVING COSTS FOR THE INDIVIDUALS DESCRIBED ABOVE

14             PAY EXPENSES FOR NECESSARY HEALTH CARE AND  
15 CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED ABOVE

16             ACT AS THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN  
17 ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND  
18 ACCOUNTABILITY ACT, §§ 1171 THROUGH 1179 OF THE SOCIAL SECURITY ACT,  
19 42 U.S.C. § 1320D, AND APPLICABLE REGULATIONS IN MAKING DECISIONS  
20 RELATED TO THE PAST, PRESENT, OR FUTURE PAYMENT FOR THE PROVISION OF  
21 HEALTH CARE CONSENTED TO BY THE PRINCIPAL OR ANYONE AUTHORIZED  
22 UNDER THE LAW OF THIS STATE TO CONSENT TO HEALTH CARE ON BEHALF OF  
23 THE PRINCIPAL

24             CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR  
25 AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING  
26 REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF  
27 TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED ABOVE

28             MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE  
29 CONVENIENCE OF THE INDIVIDUALS DESCRIBED ABOVE AND OPEN NEW  
30 ACCOUNTS

31             CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR  
32 AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,  
33 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE  
34 ORGANIZATIONS

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

5 ( ) ALL OF THE ABOVE

6 K. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR  
7 MILITARY SERVICE (INCLUDING ANY BENEFIT, PROGRAM, OR ASSISTANCE  
8 PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,  
9 MEDICARE, AND MEDICAID) – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE  
10 MY AGENT TO:

11 ( ) EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR  
12 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A  
13 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE  
14 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR  
15 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN “J. PERSONAL AND  
16 FAMILY MAINTENANCE” ABOVE, AND FOR SHIPMENT OF THE HOUSEHOLD  
17 EFFECTS OF THOSE INDIVIDUALS

18 ( ) TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT  
19 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR  
20 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR  
21 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF  
22 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT  
23 PURPOSE

24 ( ) ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,  
25 OR DISCONTINUE, ON THE PRINCIPAL’S BEHALF, A BENEFIT OR PROGRAM

26 ( ) PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL  
27 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE  
28 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION

29 ( ) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE  
30 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A  
31 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR  
32 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE  
33 OR REGULATION

34 ( ) RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED  
35 ABOVE AND CONSERVE, INVEST, DISBURSE, OR USE FOR A LAWFUL PURPOSE  
36 ANYTHING SO RECEIVED

1             ALL OF THE ABOVE

2            **L. RETIREMENT PLANS (INCLUDING A PLAN OR ACCOUNT CREATED BY**  
3 **AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO PROVIDE**  
4 **RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE**  
5 **PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR**  
6 **ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE**  
7 **CODE:**

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

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

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

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

16           **(5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER**  
17 **RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION**  
18 **401(A), 26 U.S.C. § 401(A);**

19           **(6) A PLAN UNDER INTERNAL REVENUE CODE SECTION 457(B),**  
20 **26 U.S.C. § 457(B); AND**

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

24            SELECT THE FORM AND TIMING OF PAYMENTS UNDER A  
25 RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN

26            MAKE A ROLLOVER, INCLUDING A DIRECT  
27 TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT  
28 PLAN TO ANOTHER

29            ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL'S NAME

30            MAKE CONTRIBUTIONS TO A RETIREMENT PLAN



1             EXERCISE INVESTMENT POWERS AVAILABLE UNDER A  
2 RETIREMENT PLAN

3             BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS  
4 FROM A RETIREMENT PLAN

5             ALL OF THE ABOVE

6            M.    TAXES – WITH RESPECT TO THIS SUBJECT, I AUTHORIZE MY AGENT  
7 TO:

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

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

22             EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER  
23 FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW

24             ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL  
25 PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING  
26 AUTHORITY

27             ALL OF THE ABOVE

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

33             MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A  
34 GIFT OF PART OR ALL OF THE PRINCIPAL’S PROPERTY, INCLUDING BY THE  
35 EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT

1 HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE  
 2 ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER  
 3 INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT  
 4 REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE  
 5 GIFT, OR IF THE PRINCIPAL'S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT  
 6 PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN  
 7 AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL  
 8 GIFT TAX EXCLUSION LIMIT

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

13 (NOTE: AN AGENT MAY ONLY MAKE A GIFT OF THE PRINCIPAL'S  
 14 PROPERTY AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S  
 15 OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE  
 16 AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST  
 17 BASED ON ALL RELEVANT FACTORS, INCLUDING:

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

19 (2) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND NEED  
 20 FOR MAINTENANCE;

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

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

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

27  ALL OF THE ABOVE

28 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

1             **CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST**

2             **MAKE A GIFT, SUBJECT TO ~~THE LIMITATIONS OF THE MARYLAND~~**  
3                                    **~~UNIFORM POWER OF ATTORNEY ACT, § 17-217 OF THE ESTATES~~**  
4                                    **~~AND TRUSTS ARTICLE, AND ANY SPECIAL INSTRUCTIONS IN THIS~~**  
5                                    **POWER OF ATTORNEY**

6             **CREATE OR CHANGE RIGHTS OF SURVIVORSHIP**

7             **CREATE OR CHANGE A BENEFICIARY DESIGNATION**

8             **AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY**  
9                                    **GRANTED UNDER THIS POWER OF ATTORNEY**

10            **WAIVE THE PRINCIPAL’S RIGHT TO BE A BENEFICIARY OF A JOINT**  
11                                    **AND SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER**  
12                                    **A RETIREMENT PLAN**

13            **EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS**  
14                                    **AUTHORITY TO DELEGATE**

15            **DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A**  
16                                    **POWER OF APPOINTMENT**

17                                    **LIMITATION ON AGENT’S AUTHORITY**

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

22                                    **SPECIAL INSTRUCTIONS (OPTIONAL)**

23 **YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:**

24 \_\_\_\_\_  
25 \_\_\_\_\_  
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**EFFECTIVE DATE**

**THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED 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**

1 STATE OF MARYLAND  
2 (COUNTY) OF \_\_\_\_\_

3 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON  
4 \_\_\_\_\_,  
5 (DATE)

6 BY \_\_\_\_\_.  
7 (NAME OF PRINCIPAL)

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

9 SIGNATURE OF NOTARY  
10 MY COMMISSION EXPIRES: \_\_\_\_\_

11 WITNESS ATTESTATION

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

14 \_\_\_\_\_  
15 (NAME OF PRINCIPAL)

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

20 \_\_\_\_\_  
21 WITNESS #1 SIGNATURE

22 \_\_\_\_\_  
23 WITNESS #1 NAME PRINTED

24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 WITNESS #1 ADDRESS

27 \_\_\_\_\_  
28 WITNESS #1 TELEPHONE NUMBER

29 \_\_\_\_\_  
30 WITNESS #2 SIGNATURE

31 \_\_\_\_\_

1 WITNESS #2 NAME PRINTED

2 \_\_\_\_\_  
3 \_\_\_\_\_

4 WITNESS #2 ADDRESS

5 \_\_\_\_\_

6 WITNESS #2 TELEPHONE NUMBER”

7 THIS DOCUMENT PREPARED BY:

8 \_\_\_\_\_  
9 \_\_\_\_\_

10 **IMPORTANT INFORMATION FOR AGENT**

11 **AGENT’S DUTIES**

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

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

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

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

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

27 \_\_\_\_\_  
28 **(PRINCIPAL’S NAME) BY (YOUR SIGNATURE) AS AGENT**

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

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

15 **TERMINATION OF AGENT'S AUTHORITY**

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

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

32 **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.