

SENATE BILL 309

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0lr2173
CF 0lr0343

By: **Senators Kelley, Astle, Conway, Currie, DeGrange, Della, Exum, Forehand, Garagiola, Haines, Harrington, Jacobs, Jones, Kasemeyer, Klausmeier, McFadden, Middleton, Muse, Peters, Pipkin, Pugh, Raskin, Robey, Rosapepe, and Stone**

Introduced and read first time: January 27, 2010

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Uniform Power of Attorney Act**

3 FOR the purpose of repealing certain provisions of law relating to durable powers of
4 attorney; establishing the Uniform Power of Attorney Act; establishing certain
5 exceptions to the application of this Act; establishing that a power of attorney
6 created under this Act is durable unless the power of attorney contains a certain
7 provision; requiring a power of attorney to be signed by the principal or a
8 certain other individual; providing that a signature on a power of attorney is
9 presumed to be genuine after a certain acknowledgment; providing for the
10 validity of certain powers of attorney under certain circumstances; providing
11 that a certain photocopy or electronically transmitted copy of an original power
12 of attorney has a certain effect under certain circumstances; providing for the
13 meaning and effect of a certain power of attorney in certain circumstances;
14 authorizing a principal, in a power of attorney, to make a certain nomination;
15 establishing the accountability of a certain agent under certain circumstances;
16 establishing that, with certain exceptions, a certain court appointment does not
17 terminate a power of attorney; establishing that a power of attorney is effective
18 under certain circumstances; authorizing a principal in a power of attorney to
19 authorize certain persons to make a certain determination; establishing that a
20 certain power of attorney may become effective on a certain determination by a
21 certain individual; establishing certain circumstances under which a certain
22 person may act as the principal's personal representative for certain purposes;
23 establishing certain circumstances under which a power of attorney terminates;
24 providing that a certain agent's authority remains exercisable, notwithstanding
25 certain circumstances; establishing that the termination of an agent's authority
26 or a power of attorney is not effective as to certain persons under certain
27 circumstances; establishing that certain persons are bound by certain acts;
28 establishing that the incapacity of a certain principal in a power of attorney

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 does not have a certain effect; establishing that the execution of a power of
2 attorney does not revoke a previously executed power of attorney, with certain
3 exceptions; authorizing a principal in a power of attorney to designate a certain
4 number of coagents for certain purposes; authorizing a principal in a power of
5 attorney to make certain designations and grant a certain authority;
6 establishing the authority of a certain successor agent in certain circumstances;
7 limiting the liability of a certain agent for the actions of another agent in
8 certain circumstances; requiring a certain agent with certain knowledge to take
9 certain actions; establishing liability of a certain agent for failure to take certain
10 actions in certain circumstances; establishing the entitlement of a certain agent
11 to a certain reimbursement of expenses in certain circumstances; providing for
12 the acceptance of a certain appointment by an agent under certain
13 circumstances; requiring a certain agent that has accepted a certain
14 appointment to act in a certain manner; providing for the liability of a certain
15 agent under certain circumstances; establishing that a certain agent is not
16 required to disclose certain information, with certain exceptions; requiring a
17 certain agent to comply with a certain request within a certain time period,
18 under certain circumstances; authorizing a principal or an interested person to
19 file a certain petition for injunctive relief in a certain court for certain purposes;
20 establishing that a certain provision in a power of attorney is binding on certain
21 persons; authorizing certain persons to petition a court for certain purposes;
22 requiring a court to dismiss a certain petition; providing for the liability of a
23 certain agent for a certain amount; authorizing a certain agent to resign by
24 giving a certain notice; authorizing a certain person to request and rely on a
25 certain certification, translation, or opinion, without further investigation and
26 without liability under certain circumstances; establishing that a certain person
27 is without actual knowledge of a certain fact under certain circumstances;
28 requiring a person to either accept a certain power of attorney or request a
29 certain certification, translation, or opinion of counsel within a certain period
30 after presentation of the power of attorney, except under certain circumstances;
31 requiring a person to accept a certain power of attorney within a certain period
32 after receiving the certification, translation, or opinion of counsel, except under
33 certain circumstances; prohibiting a person from requiring a certain additional
34 or different power of attorney under certain circumstances; establishing that
35 this Act does not supersede and is controlled by certain other laws; authorizing
36 a certain agent to perform certain acts only under certain circumstances;
37 prohibiting an agent that is not an ancestor, spouse, or descendent of the
38 principal from exercising a certain authority; providing that a certain power of
39 attorney provides a certain agent with certain authority; subjecting a certain
40 grant of authority to certain limitations of this Act; providing for a certain
41 controlling authority under certain circumstances; establishing certain
42 circumstances under which a certain authority is exercisable with respect to
43 certain property; establishing that a certain act performed by a certain agent
44 has a certain effect and inures to the benefit of and binds certain persons;
45 establishing that a certain agent has authority described in this Act under
46 certain circumstances; providing that a certain reference in a power of attorney
47 incorporates a certain provision of this Act as if set out in full; authorizing a

1 certain principal to modify a certain authority; providing that a principal, by
2 executing a certain power of attorney, authorizes an agent to perform certain
3 acts; establishing that certain language authorizes a certain agent to perform
4 certain acts; establishing that certain language in a power of attorney, subject
5 to the terms of a certain document or agreement, authorizes the agent to
6 perform certain acts; establishing that certain language in a power of attorney
7 authorizes the agent to perform only certain acts; establishing that a document
8 substantially in a certain form may be used to create a certain statutory form
9 power of attorney; establishing that a certain optional form may be used by an
10 agent to certify certain facts concerning a power of attorney; authorizing the use
11 of the title of this Act in certain circumstances; requiring that, in applying and
12 construing this Act, a certain consideration be given; establishing that this Act
13 modifies, limits, and supersedes a provision of a certain federal law, but not
14 certain other provisions; providing for the application of this Act; defining
15 certain terms; and generally relating to powers of attorney.

16 BY repealing

17 Article – Estates and Trusts

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

19 Annotated Code of Maryland

20 (2001 Replacement Volume and 2009 Supplement)

21 BY adding to

22 Article – Estates and Trusts

23 Section 17–101 through 17–404 to be under the new title “Title 17. Uniform

24 Power of Attorney Act”

25 Annotated Code of Maryland

26 (2001 Replacement Volume and 2009 Supplement)

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

29 **Article – Estates and Trusts**

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

31 **[13–601.**

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

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

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

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

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

12 (2) An instrument or portion of an instrument that is an advance
13 directive appointing a health care agent is subject to the provisions of Title 5, Subtitle
14 6 of the Health – General Article.]

15 [13–602.

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

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

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

31 [13–603.

32 If any member of the armed services of the United States has executed a power
33 of attorney, the fact that the person has been reported or listed, officially or otherwise,
34 as “missing in action”, as that phrase is used in military parlance, may not operate to
35 revoke the power of attorney, unless the instrument otherwise provides.]

SUBTITLE 1. GENERAL PROVISIONS.

17-101.

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

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

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

(C) "DURABLE" MEANS, WITH RESPECT TO A POWER OF ATTORNEY, NOT TERMINATED BY THE PRINCIPAL'S INCAPACITY.

(D) "ELECTRONIC" MEANS RELATING TO TECHNOLOGY HAVING ELECTRICAL, DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR SIMILAR CAPABILITIES.

(E) "GOOD FAITH" MEANS HONESTY IN FACT.

(F) "INCAPACITY" MEANS INABILITY OF AN INDIVIDUAL TO MANAGE PROPERTY OR BUSINESS AFFAIRS EFFECTIVELY BECAUSE THE INDIVIDUAL:

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

(2) IS:

(i) MISSING;

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

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

(G) "PERSON" MEANS AN INDIVIDUAL, CORPORATION, BUSINESS TRUST, ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY,

1 ASSOCIATION, JOINT VENTURE, PUBLIC CORPORATION, GOVERNMENT OR
2 GOVERNMENTAL SUBDIVISION, AGENCY, INSTRUMENTALITY, OR OTHER LEGAL
3 OR COMMERCIAL ENTITY.

4 (H) "POWER OF ATTORNEY" MEANS A WRITING OR OTHER RECORD
5 THAT GRANTS AUTHORITY TO AN AGENT TO ACT IN THE PLACE OF THE
6 PRINCIPAL, WHETHER OR NOT THE TERM "POWER OF ATTORNEY" IS USED.

7 (I) (1) "PRESENTLY EXERCISABLE GENERAL POWER OF
8 APPOINTMENT" MEANS, WITH RESPECT TO PROPERTY OR A PROPERTY
9 INTEREST SUBJECT TO A POWER OF APPOINTMENT, POWER EXERCISABLE AT
10 THE TIME IN QUESTION TO VEST ABSOLUTE OWNERSHIP IN THE PRINCIPAL
11 INDIVIDUALLY, THE PRINCIPAL'S ESTATE, THE PRINCIPAL'S CREDITORS, OR
12 THE CREDITORS OF THE PRINCIPAL'S ESTATE.

13 (2) "PRESENTLY EXERCISABLE GENERAL POWER OF
14 APPOINTMENT" INCLUDES A POWER OF APPOINTMENT NOT EXERCISABLE UNTIL
15 THE OCCURRENCE OF A SPECIFIED EVENT, THE SATISFACTION OF AN
16 ASCERTAINABLE STANDARD, OR THE PASSAGE OF A SPECIFIED PERIOD ONLY
17 AFTER THE OCCURRENCE OF THE SPECIFIED EVENT, THE SATISFACTION OF THE
18 ASCERTAINABLE STANDARD, OR THE PASSAGE OF THE SPECIFIED PERIOD.

19 (3) "PRESENTLY EXERCISABLE GENERAL POWER OF
20 APPOINTMENT" DOES NOT INCLUDE A POWER EXERCISABLE IN A FIDUCIARY
21 CAPACITY OR ONLY BY WILL.

22 (J) "PRINCIPAL" MEANS AN INDIVIDUAL WHO GRANTS AUTHORITY TO
23 AN AGENT IN A POWER OF ATTORNEY.

24 (K) "PROPERTY" MEANS ANYTHING THAT MAY BE THE SUBJECT OF
25 OWNERSHIP, WHETHER REAL OR PERSONAL, LEGAL OR EQUITABLE, OR ANY
26 INTEREST OR RIGHT THEREIN.

27 (L) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A
28 TANGIBLE MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM
29 AND IS RETRIEVABLE IN PERCEIVABLE FORM.

30 (M) "SIGN" MEANS, WITH PRESENT INTENT, TO AUTHENTICATE OR
31 ADOPT A RECORD TO:

32 (1) EXECUTE OR ADOPT A TANGIBLE SYMBOL; OR

33 (2) ATTACH TO OR LOGICALLY ASSOCIATE WITH THE RECORD AN
34 ELECTRONIC SOUND, SYMBOL, OR PROCESS.

1 (N) “STATE” MEANS A STATE OF THE UNITED STATES, THE DISTRICT
2 OF COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY
3 TERRITORY OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE
4 UNITED STATES.

5 (O) (1) “STOCKS AND BONDS” MEANS STOCKS, BONDS, MUTUAL
6 FUNDS, AND ALL OTHER TYPES OF SECURITIES AND FINANCIAL INSTRUMENTS,
7 WHETHER HELD DIRECTLY, INDIRECTLY, OR IN ANOTHER MANNER.

8 (2) “STOCKS AND BONDS” DOES NOT INCLUDE COMMODITY
9 FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR STOCK
10 INDEXES.

11 17-102.

12 THIS TITLE APPLIES TO ALL POWERS OF ATTORNEY EXCEPT:

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

19 (2) A POWER TO MAKE HEALTH CARE DECISIONS;

20 (3) A PROXY OR OTHER DELEGATION TO EXERCISE ANY AND ALL
21 RIGHTS WITH RESPECT TO AN ENTITY, INCLUDING VOTING RIGHTS OR
22 MANAGEMENT RIGHTS OR BOTH, OR A DELEGATION OF AUTHORITY TO
23 EXECUTE, BECOME A PARTY TO, OR AMEND A DOCUMENT OR AGREEMENT
24 GOVERNING AN ENTITY OR ENTITY OWNERSHIP INTEREST;

25 (4) A POWER CREATED ON A FORM PRESCRIBED BY A
26 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR
27 INSTRUMENTALITY FOR A GOVERNMENTAL PURPOSE;

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

30 (6) A POWER OF ATTORNEY THAT STATES THAT IT IS NOT
31 SUBJECT TO THIS TITLE.

32 17-103.

1 **A POWER OF ATTORNEY CREATED UNDER THIS TITLE IS DURABLE UNLESS**
2 **THE POWER OF ATTORNEY EXPRESSLY PROVIDES THAT THE POWER OF**
3 **ATTORNEY IS TERMINATED BY THE INCAPACITY OF THE PRINCIPAL.**

4 **17-104.**

5 **(A) A POWER OF ATTORNEY SHALL BE SIGNED BY THE PRINCIPAL OR IN**
6 **THE PRINCIPAL'S CONSCIOUS PRESENCE BY ANOTHER INDIVIDUAL DIRECTED**
7 **BY THE PRINCIPAL TO SIGN THE PRINCIPAL'S NAME ON THE POWER OF**
8 **ATTORNEY.**

9 **(B) A SIGNATURE ON A POWER OF ATTORNEY IS PRESUMED TO BE**
10 **GENUINE IF THE PRINCIPAL ACKNOWLEDGES THE SIGNATURE BEFORE A**
11 **NOTARY PUBLIC OR OTHER INDIVIDUAL AUTHORIZED BY LAW TO TAKE**
12 **ACKNOWLEDGMENTS.**

13 **17-105.**

14 **(A) A POWER OF ATTORNEY EXECUTED IN THIS STATE ON OR AFTER**
15 **OCTOBER 1, 2010, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY**
16 **COMPLIES WITH § 17-104 OF THIS SUBTITLE.**

17 **(B) A POWER OF ATTORNEY EXECUTED IN THIS STATE BEFORE**
18 **OCTOBER 1, 2010, IS VALID IF THE EXECUTION OF THE POWER OF ATTORNEY**
19 **COMPLIED WITH THE LAW OF THIS STATE AS THE LAW EXISTED AT THE TIME OF**
20 **EXECUTION.**

21 **(C) A POWER OF ATTORNEY EXECUTED OTHER THAN IN THIS STATE IS**
22 **VALID IN THIS STATE IF, WHEN THE POWER OF ATTORNEY WAS EXECUTED, THE**
23 **EXECUTION COMPLIED WITH:**

24 **(1) THE LAW OF THE JURISDICTION THAT DETERMINES THE**
25 **MEANING AND EFFECT OF THE POWER OF ATTORNEY IN ACCORDANCE WITH §**
26 **17-106 OF THIS SUBTITLE; OR**

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

29 **(D) (1) EXCEPT AS OTHERWISE PROVIDED BY STATUTE OTHER THAN**
30 **THIS TITLE AND EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**
31 **A PHOTOCOPY OR ELECTRONICALLY TRANSMITTED COPY OF AN ORIGINAL**
32 **POWER OF ATTORNEY HAS THE SAME EFFECT AS THE ORIGINAL.**

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 **17-106.**

5 **THE MEANING AND EFFECT OF A POWER OF ATTORNEY IS DETERMINED**
6 **BY THE LAW OF THE JURISDICTION INDICATED IN THE POWER OF ATTORNEY**
7 **AND, IN THE ABSENCE OF AN INDICATION OF JURISDICTION, BY THE LAW OF THE**
8 **JURISDICTION IN WHICH THE POWER OF ATTORNEY WAS EXECUTED.**

9 **17-107.**

10 **(A) IN A POWER OF ATTORNEY, A PRINCIPAL MAY NOMINATE A**
11 **GUARDIAN OF THE PRINCIPAL'S ESTATE IN ACCORDANCE WITH THE PROVISIONS**
12 **OF § 13-207 OF THIS ARTICLE.**

13 **(B) IF A COURT APPOINTS A GUARDIAN OF THE PRINCIPAL'S ESTATE OR**
14 **OTHER FIDUCIARY CHARGED WITH THE MANAGEMENT OF SOME OR ALL OF THE**
15 **PRINCIPAL'S PROPERTY AFTER A PRINCIPAL EXECUTES A POWER OF ATTORNEY:**

16 **(1) THE AGENT IS ACCOUNTABLE TO THE FIDUCIARY AS WELL AS**
17 **TO THE PRINCIPAL;**

18 **(2) THE POWER OF ATTORNEY IS NOT TERMINATED; AND**

19 **(3) THE AGENT'S AUTHORITY CONTINUES UNLESS LIMITED,**
20 **SUSPENDED, OR TERMINATED BY THE COURT.**

21 **17-108.**

22 **(A) A POWER OF ATTORNEY IS EFFECTIVE WHEN EXECUTED UNLESS**
23 **THE PRINCIPAL PROVIDES IN THE POWER OF ATTORNEY THAT THE POWER OF**
24 **ATTORNEY BECOMES EFFECTIVE AT A FUTURE DATE OR ON THE OCCURRENCE**
25 **OF A FUTURE EVENT OR CONTINGENCY.**

26 **(B) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE**
27 **OCCURRENCE OF A FUTURE EVENT OR CONTINGENCY, THE PRINCIPAL, IN THE**
28 **POWER OF ATTORNEY, MAY AUTHORIZE ONE OR MORE PERSONS TO DETERMINE**
29 **IN A WRITING OR OTHER RECORD THAT THE EVENT OR CONTINGENCY HAS**
30 **OCCURRED.**

31 **(C) IF A POWER OF ATTORNEY BECOMES EFFECTIVE ON THE**
32 **PRINCIPAL'S INCAPACITY AND THE PRINCIPAL HAS NOT AUTHORIZED A PERSON**

1 TO DETERMINE WHETHER THE PRINCIPAL IS INCAPACITATED, OR THE PERSON
2 AUTHORIZED IS UNABLE OR UNWILLING TO MAKE THE DETERMINATION, THE
3 POWER OF ATTORNEY BECOMES EFFECTIVE ON A DETERMINATION IN A
4 WRITING OR OTHER RECORD BY:

5 (1) TWO LICENSED PHYSICIANS WHO HAVE EXAMINED THE
6 PRINCIPAL OR ONE LICENSED PHYSICIAN WHO HAS EXAMINED THE PRINCIPAL
7 AND ONE LICENSED PSYCHOLOGIST WHO HAS EVALUATED THE PRINCIPAL THAT
8 THE PRINCIPAL IS INCAPACITATED WITHIN THE MEANING OF § 17-101(F)(1) OF
9 THIS SUBTITLE; OR

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

13 (D) A PERSON AUTHORIZED BY THE PRINCIPAL IN THE POWER OF
14 ATTORNEY TO DETERMINE THAT THE PRINCIPAL IS INCAPACITATED MAY ACT AS
15 THE PRINCIPAL'S PERSONAL REPRESENTATIVE IN ACCORDANCE WITH THE
16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, §§ 1171
17 THROUGH 1179 OF THE SOCIAL SECURITY ACT, 42 U.S.C. § 1320D, AND
18 APPLICABLE REGULATIONS, TO OBTAIN ACCESS TO THE PRINCIPAL'S
19 HEALTH CARE INFORMATION AND COMMUNICATE WITH THE PRINCIPAL'S
20 HEALTH CARE PROVIDER.

21 17-109.

22 (A) A POWER OF ATTORNEY TERMINATES WHEN:

23 (1) THE PRINCIPAL DIES;

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

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

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

28 (5) THE PURPOSE OF THE POWER OF ATTORNEY IS FULLY
29 ACCOMPLISHED, IF THE POWER OF ATTORNEY EXPRESSLY STATES THAT IT IS
30 GIVEN FOR A SPECIFIC PURPOSE; OR

31 (6) THE PRINCIPAL REVOKES THE AGENT'S AUTHORITY OR THE
32 AGENT DIES, BECOMES INCAPACITATED, OR RESIGNS, AND THE POWER OF

1 ATTORNEY DOES NOT PROVIDE FOR ANOTHER AGENT TO ACT UNDER THE
2 POWER OF ATTORNEY.

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

4 (1) THE PRINCIPAL REVOKES THE AUTHORITY;

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

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

9 (4) THE POWER OF ATTORNEY TERMINATES.

10 (C) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, AN
11 AGENT'S AUTHORITY IS EXERCISABLE UNTIL THE AUTHORITY TERMINATES
12 UNDER SUBSECTION (B) OF THIS SECTION, NOTWITHSTANDING A LAPSE OF TIME
13 SINCE THE EXECUTION OF THE POWER OF ATTORNEY.

14 (D) (1) TERMINATION OF AN AGENT'S AUTHORITY OR OF A POWER OF
15 ATTORNEY IS NOT EFFECTIVE AS TO THE AGENT OR ANOTHER PERSON THAT,
16 WITHOUT ACTUAL KNOWLEDGE OF THE TERMINATION, ACTS IN GOOD FAITH
17 UNDER THE POWER OF ATTORNEY.

18 (2) AN ACT PERFORMED AS DESCRIBED IN PARAGRAPH (1) OF
19 THIS SUBSECTION, UNLESS OTHERWISE INVALID OR UNENFORCEABLE, BINDS
20 THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST.

21 (E) (1) INCAPACITY OF THE PRINCIPAL OF A POWER OF ATTORNEY
22 THAT IS NOT DURABLE DOES NOT REVOKE OR TERMINATE THE POWER OF
23 ATTORNEY AS TO AN AGENT OR OTHER PERSON THAT, WITHOUT ACTUAL
24 KNOWLEDGE OF THE INCAPACITY, ACTS IN GOOD FAITH UNDER THE POWER OF
25 ATTORNEY.

26 (2) AN ACT PERFORMED AS DESCRIBED IN PARAGRAPH (1) OF
27 THIS SUBSECTION, UNLESS OTHERWISE INVALID OR UNENFORCEABLE, BINDS
28 THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST.

29 (F) THE EXECUTION OF A POWER OF ATTORNEY DOES NOT REVOKE A
30 POWER OF ATTORNEY PREVIOUSLY EXECUTED BY THE PRINCIPAL UNLESS THE
31 SUBSEQUENT POWER OF ATTORNEY PROVIDES THAT THE PREVIOUS POWER OF
32 ATTORNEY IS REVOKED OR THAT ALL OTHER POWERS OF ATTORNEY ARE
33 REVOKED.

1 17-110.

2 (A) (1) A PRINCIPAL MAY DESIGNATE TWO OR MORE PERSONS TO ACT
3 AS COAGENTS.

4 (2) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
5 EACH COAGENT MAY EXERCISE THE COAGENT'S AUTHORITY INDEPENDENTLY.

6 (B) (1) A PRINCIPAL MAY DESIGNATE ONE OR MORE SUCCESSOR
7 AGENTS TO ACT IF AN AGENT RESIGNS, DIES, BECOMES INCAPACITATED, IS NOT
8 QUALIFIED TO SERVE, OR DECLINES TO SERVE.

9 (2) A PRINCIPAL MAY GRANT AUTHORITY TO DESIGNATE ONE OR
10 MORE SUCCESSOR AGENTS TO AN AGENT OR OTHER PERSON DESIGNATED BY
11 NAME, OFFICE, OR FUNCTION.

12 (3) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, A
13 SUCCESSOR AGENT:

14 (I) HAS THE SAME AUTHORITY AS THAT GRANTED TO THE
15 ORIGINAL AGENT; AND

16 (II) MAY NOT ACT UNTIL ALL PREDECESSOR AGENTS HAVE
17 RESIGNED, DIED, BECOME INCAPACITATED, ARE NO LONGER QUALIFIED TO
18 SERVE, OR HAVE DECLINED TO SERVE.

19 (C) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY
20 AND SUBSECTION (D) OF THIS SECTION, AN AGENT THAT DOES NOT
21 PARTICIPATE IN OR CONCEAL A BREACH OF FIDUCIARY DUTY COMMITTED BY
22 ANOTHER AGENT, INCLUDING A PREDECESSOR AGENT, IS NOT LIABLE FOR THE
23 ACTIONS OF THE OTHER AGENT.

24 (D) (1) AN AGENT THAT HAS ACTUAL KNOWLEDGE OF A BREACH OR
25 IMMINENT BREACH OF FIDUCIARY DUTY BY ANOTHER AGENT SHALL NOTIFY
26 THE PRINCIPAL AND, IF THE PRINCIPAL IS INCAPACITATED, TAKE ANY ACTION
27 REASONABLY APPROPRIATE IN THE CIRCUMSTANCES TO SAFEGUARD THE
28 PRINCIPAL'S BEST INTEREST.

29 (2) AN AGENT THAT FAILS TO NOTIFY THE PRINCIPAL OR TAKE
30 ACTION AS REQUIRED BY THIS SUBSECTION IS LIABLE FOR THE REASONABLY
31 FORESEEABLE DAMAGES THAT COULD HAVE BEEN AVOIDED IF THE AGENT HAD
32 NOTIFIED THE PRINCIPAL OR TAKEN THE ACTION.

1 17-111.

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

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

10 17-112.

11 EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, A
12 PERSON ACCEPTS APPOINTMENT AS AN AGENT UNDER A POWER OF ATTORNEY
13 BY EXERCISING AUTHORITY OR PERFORMING DUTIES AS AN AGENT OR BY
14 ANOTHER ASSERTION OR CONDUCT INDICATING ACCEPTANCE.

15 17-113.

16 (A) NOTWITHSTANDING PROVISIONS IN THE POWER OF ATTORNEY, AN
17 AGENT THAT HAS ACCEPTED APPOINTMENT SHALL:

18 (1) ACT IN ACCORDANCE WITH THE PRINCIPAL'S REASONABLE
19 EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT AND,
20 OTHERWISE, IN THE PRINCIPAL'S BEST INTERESTS;

21 (2) ACT IN GOOD FAITH; AND

22 (3) ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED IN
23 THE POWER OF ATTORNEY.

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

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

27 (2) ACT SO AS NOT TO CREATE A CONFLICT OF INTEREST THAT
28 IMPAIRS THE AGENT'S ABILITY TO ACT IMPARTIALLY IN THE PRINCIPAL'S BEST
29 INTERESTS;

30 (3) ACT WITH THE CARE, COMPETENCE, AND DILIGENCE
31 ORDINARILY EXERCISED BY AGENTS IN SIMILAR CIRCUMSTANCES;

1 **(4) KEEP A RECORD OF ALL RECEIPTS, DISBURSEMENTS, AND**
2 **TRANSACTIONS MADE ON BEHALF OF THE PRINCIPAL;**

3 **(5) COOPERATE WITH A PERSON THAT HAS AUTHORITY TO MAKE**
4 **HEALTH CARE DECISIONS FOR THE PRINCIPAL TO CARRY OUT THE PRINCIPAL'S**
5 **REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY THE AGENT**
6 **AND, OTHERWISE, ACT IN THE PRINCIPAL'S BEST INTERESTS; AND**

7 **(6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN, TO**
8 **THE EXTENT ACTUALLY KNOWN BY THE AGENT, IF PRESERVING THE PLAN IS**
9 **CONSISTENT WITH THE PRINCIPAL'S BEST INTERESTS BASED ON ALL RELEVANT**
10 **FACTORS, INCLUDING:**

11 **(I) THE VALUE AND NATURE OF THE PRINCIPAL'S**
12 **PROPERTY;**

13 **(II) THE PRINCIPAL'S FORESEEABLE OBLIGATIONS AND**
14 **NEED FOR MAINTENANCE;**

15 **(III) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,**
16 **INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES; AND**

17 **(IV) ELIGIBILITY FOR A BENEFIT, A PROGRAM, OR**
18 **ASSISTANCE UNDER A STATUTE OR REGULATION.**

19 **(C) AN AGENT THAT ACTS IN GOOD FAITH IS NOT LIABLE TO A**
20 **BENEFICIARY OF THE PRINCIPAL'S ESTATE PLAN FOR FAILURE TO PRESERVE**
21 **THE PLAN.**

22 **(D) AN AGENT THAT ACTS WITH CARE, COMPETENCE, AND DILIGENCE**
23 **FOR THE BEST INTERESTS OF THE PRINCIPAL IS NOT LIABLE SOLELY BECAUSE**
24 **THE AGENT ALSO BENEFITS FROM THE ACT OR HAS AN INDIVIDUAL OR**
25 **CONFLICTING INTEREST IN RELATION TO THE PROPERTY OR AFFAIRS OF THE**
26 **PRINCIPAL.**

27 **(E) IF AN AGENT IS SELECTED BY THE PRINCIPAL BECAUSE OF SPECIAL**
28 **SKILLS OR EXPERTISE POSSESSED BY THE AGENT OR IN RELIANCE ON THE**
29 **AGENT'S REPRESENTATION THAT THE AGENT HAS SPECIAL SKILLS OR**
30 **EXPERTISE, THE SPECIAL SKILLS OR EXPERTISE SHALL BE CONSIDERED IN**
31 **DETERMINING WHETHER THE AGENT HAS ACTED WITH CARE, COMPETENCE,**
32 **AND DILIGENCE UNDER THE CIRCUMSTANCES.**

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

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

9 **(H) (1) EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF**
10 **ATTORNEY, AN AGENT IS NOT REQUIRED TO DISCLOSE RECEIPTS,**
11 **DISBURSEMENTS, OR TRANSACTIONS CONDUCTED ON BEHALF OF THE**
12 **PRINCIPAL UNLESS ORDERED BY A COURT OR REQUESTED BY THE PRINCIPAL, A**
13 **GUARDIAN, A CONSERVATOR, ANOTHER FIDUCIARY ACTING FOR THE**
14 **PRINCIPAL, A GOVERNMENTAL AGENCY HAVING AUTHORITY TO PROTECT THE**
15 **WELFARE OF THE PRINCIPAL, OR, ON THE DEATH OF THE PRINCIPAL, BY THE**
16 **PERSONAL REPRESENTATIVE OR SUCCESSOR IN INTEREST OF THE PRINCIPAL'S**
17 **ESTATE.**

18 **(2) IF A REQUEST AS DESCRIBED IN PARAGRAPH (1) OF THIS**
19 **SUBSECTION IS MADE, WITHIN 30 DAYS THE AGENT SHALL COMPLY WITH THE**
20 **REQUEST OR PROVIDE A WRITING OR OTHER RECORD SUBSTANTIATING WHY**
21 **ADDITIONAL TIME IS NEEDED AND SHALL COMPLY WITH THE REQUEST WITHIN**
22 **AN ADDITIONAL 30 DAYS.**

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

27 **17-114.**

28 **A PROVISION IN A POWER OF ATTORNEY RELIEVING AN AGENT OF**
29 **LIABILITY FOR BREACH OF DUTY IS BINDING ON THE PRINCIPAL AND THE**
30 **PRINCIPAL'S SUCCESSORS IN INTEREST EXCEPT TO THE EXTENT THE**
31 **PROVISION:**

32 **(1) RELIEVES THE AGENT OF LIABILITY FOR BREACH OF DUTY**
33 **COMMITTED DISHONESTLY, WITH AN IMPROPER MOTIVE, OR WITH RECKLESS**
34 **INDIFFERENCE TO THE PURPOSES OF THE POWER OF ATTORNEY OR THE BEST**
35 **INTERESTS OF THE PRINCIPAL; OR**

1 **(2) WAS INSERTED AS A RESULT OF AN ABUSE OF A**
2 **CONFIDENTIAL OR FIDUCIARY RELATIONSHIP WITH THE PRINCIPAL.**

3 **17-115.**

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

7 **(1) THE PRINCIPAL OR THE AGENT;**

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

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

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

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

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

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

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

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

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

28 **17-116.**

29 **AN AGENT THAT VIOLATES THIS TITLE IS LIABLE TO THE PRINCIPAL OR**
30 **THE PRINCIPAL'S SUCCESSORS IN INTEREST FOR THE AMOUNT REQUIRED TO:**

1 **(1) RESTORE THE VALUE OF THE PRINCIPAL'S PROPERTY TO**
2 **WHAT THE VALUE WOULD HAVE BEEN HAD THE VIOLATION NOT OCCURRED; AND**

3 **(2) REIMBURSE THE PRINCIPAL OR THE PRINCIPAL'S**
4 **SUCCESSORS IN INTEREST FOR THE ATTORNEY'S FEES AND COSTS PAID ON THE**
5 **AGENT'S BEHALF.**

6 **17-117.**

7 **UNLESS THE POWER OF ATTORNEY PROVIDES A DIFFERENT METHOD FOR**
8 **AN AGENT'S RESIGNATION, AN AGENT MAY RESIGN BY GIVING NOTICE TO THE**
9 **PRINCIPAL AND, IF THE PRINCIPAL IS INCAPACITATED:**

10 **(1) TO THE GUARDIAN, IF ONE HAS BEEN APPOINTED FOR THE**
11 **PRINCIPAL, AND A COAGENT OR SUCCESSOR AGENT; OR**

12 **(2) IF THERE IS NO PERSON AS DESCRIBED IN ITEM (1) OF THIS**
13 **SECTION, TO:**

14 **(I) THE PRINCIPAL'S CAREGIVER;**

15 **(II) ANOTHER PERSON REASONABLY BELIEVED BY THE**
16 **AGENT TO HAVE SUFFICIENT INTEREST IN THE PRINCIPAL'S WELFARE; OR**

17 **(III) A GOVERNMENTAL AGENCY HAVING AUTHORITY TO**
18 **PROTECT THE WELFARE OF THE PRINCIPAL.**

19 **17-118.**

20 **(A) A PERSON THAT IS ASKED TO ACCEPT AN ACKNOWLEDGED POWER**
21 **OF ATTORNEY MAY REQUEST, AND RELY ON, WITHOUT FURTHER**
22 **INVESTIGATION AND WITHOUT ANY LIABILITY FOR THE RELIANCE:**

23 **(1) AN AGENT'S CERTIFICATION UNDER PENALTY OF PERJURY OF**
24 **A FACTUAL MATTER CONCERNING THE PRINCIPAL, AGENT, OR POWER OF**
25 **ATTORNEY;**

26 **(2) AN ENGLISH TRANSLATION OF THE POWER OF ATTORNEY IF**
27 **THE POWER OF ATTORNEY CONTAINS, IN WHOLE OR IN PART, LANGUAGE OTHER**
28 **THAN ENGLISH; AND**

1 **(3) AN OPINION OF COUNSEL AS TO A MATTER OF LAW**
2 **CONCERNING THE POWER OF ATTORNEY IF THE PERSON MAKING THE REQUEST**
3 **PROVIDES IN A WRITING OR OTHER RECORD THE REASON FOR THE REQUEST.**

4 **(B) FOR PURPOSES OF THIS SECTION, A PERSON THAT CONDUCTS**
5 **ACTIVITIES THROUGH EMPLOYEES IS WITHOUT ACTUAL KNOWLEDGE OF A FACT**
6 **RELATING TO A POWER OF ATTORNEY, A PRINCIPAL, OR AN AGENT IF THE**
7 **EMPLOYEE CONDUCTING THE TRANSACTION INVOLVING THE POWER OF**
8 **ATTORNEY IS WITHOUT ACTUAL KNOWLEDGE OF THE FACT.**

9 **17-119.**

10 **(A) IN THIS SECTION, “STATUTORY FORM POWER OF ATTORNEY” MEANS**
11 **A POWER OF ATTORNEY SUBSTANTIALLY IN THE FORM PROVIDED IN § 17-301**
12 **OF THIS TITLE OR THAT MEETS THE REQUIREMENTS FOR A MILITARY POWER OF**
13 **ATTORNEY IN ACCORDANCE WITH 10 U.S.C. § 1044B.**

14 **(B) (1) A POWER OF ATTORNEY IS ACKNOWLEDGED UNDER THIS**
15 **SECTION IF PERFORMED IN ACCORDANCE WITH § 17-104(B) OF THIS SUBTITLE.**

16 **(2) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION:**

17 **(I) A PERSON EITHER SHALL ACCEPT AN ACKNOWLEDGED**
18 **STATUTORY FORM POWER OF ATTORNEY OR REQUEST A CERTIFICATION, A**
19 **TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(A) OF THIS**
20 **SUBTITLE NO LATER THAN 7 BUSINESS DAYS AFTER PRESENTATION OF THE**
21 **POWER OF ATTORNEY FOR ACCEPTANCE;**

22 **(II) IF A PERSON REQUESTS A CERTIFICATION, A**
23 **TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(A) OF THIS**
24 **SUBTITLE, THE PERSON SHALL ACCEPT THE STATUTORY FORM POWER OF**
25 **ATTORNEY NO LATER THAN 5 BUSINESS DAYS AFTER RECEIPT OF THE**
26 **CERTIFICATION, TRANSLATION, OR OPINION OF COUNSEL; AND**

27 **(III) A PERSON MAY NOT REQUIRE AN ADDITIONAL OR**
28 **DIFFERENT FORM OF POWER OF ATTORNEY FOR AUTHORITY GRANTED IN THE**
29 **STATUTORY FORM POWER OF ATTORNEY THAT WAS PRESENTED.**

30 **(C) A PERSON IS NOT REQUIRED TO ACCEPT AN ACKNOWLEDGED**
31 **STATUTORY FORM POWER OF ATTORNEY IF:**

32 **(1) THE PERSON IS NOT OTHERWISE REQUIRED TO ENGAGE IN A**
33 **TRANSACTION WITH THE PRINCIPAL UNDER THE SAME CIRCUMSTANCES;**

1 **(2) ENGAGING IN A TRANSACTION WITH THE AGENT OR THE**
2 **PRINCIPAL UNDER THE SAME CIRCUMSTANCES WOULD BE INCONSISTENT WITH**
3 **FEDERAL LAW;**

4 **(3) THE PERSON HAS ACTUAL KNOWLEDGE OF THE TERMINATION**
5 **OF THE AUTHORITY OF THE AGENT OR OF THE POWER OF ATTORNEY BEFORE**
6 **EXERCISE OF THE POWER OF ATTORNEY;**

7 **(4) A REQUEST FOR A CERTIFICATION, A TRANSLATION, OR AN**
8 **OPINION OF COUNSEL UNDER § 17-118(A) OF THIS SUBTITLE IS REFUSED;**

9 **(5) THE PERSON IN GOOD FAITH BELIEVES THAT THE POWER OF**
10 **ATTORNEY IS NOT VALID OR THAT THE AGENT DOES NOT HAVE AUTHORITY TO**
11 **PERFORM THE ACT REQUESTED, WHETHER OR NOT A CERTIFICATION, A**
12 **TRANSLATION, OR AN OPINION OF COUNSEL UNDER § 17-118(A) OF THIS**
13 **SUBTITLE HAS BEEN REQUESTED OR PROVIDED; OR**

14 **(6) THE PERSON MAKES, OR HAS ACTUAL KNOWLEDGE THAT**
15 **ANOTHER PERSON HAS MADE, A REPORT TO THE LOCAL DEPARTMENT OF**
16 **SOCIAL SERVICES OFFICE STATING A GOOD-FAITH BELIEF THAT THE PRINCIPAL**
17 **MAY BE SUBJECT TO PHYSICAL OR FINANCIAL ABUSE, NEGLECT, EXPLOITATION,**
18 **OR ABANDONMENT BY THE AGENT OR A PERSON ACTING FOR OR WITH THE**
19 **AGENT.**

20 **17-120.**

21 **THIS TITLE DOES NOT SUPERSEDE OTHER LAWS APPLICABLE TO**
22 **FINANCIAL INSTITUTIONS OR OTHER ENTITIES, AND THE OTHER LAWS CONTROL**
23 **IF INCONSISTENT WITH THIS TITLE.**

24 **SUBTITLE 2. AUTHORITY.**

25 **17-201.**

26 **(A) AN AGENT UNDER A POWER OF ATTORNEY MAY PERFORM THE**
27 **FOLLOWING ON BEHALF OF THE PRINCIPAL OR WITH THE PRINCIPAL'S**
28 **PROPERTY ONLY IF THE POWER OF ATTORNEY EXPRESSLY GRANTS THE AGENT**
29 **THE AUTHORITY AND EXERCISE OF THE AUTHORITY IS NOT OTHERWISE**
30 **PROHIBITED BY ANOTHER AGREEMENT OR INSTRUMENT TO WHICH THE**
31 **AUTHORITY OR PROPERTY IS SUBJECT:**

32 **(1) (I) CREATE A NEW INTER VIVOS TRUST; OR**

1 **(II) IF AN EXISTING INTER VIVOS TRUST EXPRESSLY**
2 **AUTHORIZES THE ACTION BY AN AGENT, AMEND, REVOKE, OR TERMINATE THE**
3 **EXISTING INTER VIVOS TRUST;**

4 **(2) MAKE A GIFT;**

5 **(3) CREATE OR CHANGE RIGHTS OF SURVIVORSHIP;**

6 **(4) CREATE OR CHANGE A BENEFICIARY DESIGNATION;**

7 **(5) DELEGATE AUTHORITY GRANTED UNDER THE POWER OF**
8 **ATTORNEY;**

9 **(6) WAIVE THE PRINCIPAL'S RIGHT TO BE A BENEFICIARY OF A**
10 **JOINT AND SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A**
11 **RETIREMENT PLAN; OR**

12 **(7) EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS**
13 **AUTHORITY TO DELEGATE.**

14 **(B) NOTWITHSTANDING A GRANT OF AUTHORITY TO PERFORM AN ACT**
15 **DESCRIBED IN SUBSECTION (A) OF THIS SECTION, UNLESS THE POWER OF**
16 **ATTORNEY OTHERWISE PROVIDES, AN AGENT THAT IS NOT AN ANCESTOR, A**
17 **SPOUSE, OR A DESCENDANT OF THE PRINCIPAL MAY NOT EXERCISE AUTHORITY**
18 **UNDER A POWER OF ATTORNEY TO CREATE IN THE AGENT, OR IN AN INDIVIDUAL**
19 **TO WHOM THE AGENT OWES A LEGAL OBLIGATION OF SUPPORT, AN INTEREST IN**
20 **THE PRINCIPAL'S PROPERTY, WHETHER BY GIFT, RIGHT OF SURVIVORSHIP,**
21 **BENEFICIARY DESIGNATION, DISCLAIMER, OR OTHERWISE.**

22 **(C) SUBJECT TO SUBSECTIONS (A), (B), (D), AND (E) OF THIS SECTION,**
23 **IF A POWER OF ATTORNEY GRANTS TO AN AGENT AUTHORITY TO PERFORM ALL**
24 **ACTS THAT A PRINCIPAL COULD PERFORM, THE AGENT HAS THE GENERAL**
25 **AUTHORITY DESCRIBED IN §§ 17-204 THROUGH 17-216 OF THIS SUBTITLE.**

26 **(D) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, A GRANT**
27 **OF AUTHORITY TO MAKE A GIFT IS SUBJECT TO § 17-217 OF THIS SUBTITLE.**

28 **(E) SUBJECT TO SUBSECTIONS (A), (B), AND (D) OF THIS SECTION, IF**
29 **THE SUBJECTS OVER WHICH AUTHORITY IS GRANTED IN A POWER OF ATTORNEY**
30 **ARE SIMILAR OR OVERLAP, THE BROADEST AUTHORITY CONTROLS.**

31 **(F) AUTHORITY GRANTED IN A POWER OF ATTORNEY IS EXERCISABLE**
32 **WITH RESPECT TO PROPERTY THAT THE PRINCIPAL HAS WHEN THE POWER OF**
33 **ATTORNEY IS EXECUTED OR ACQUIRES LATER, WHETHER OR NOT THE**

1 PROPERTY IS LOCATED IN THE STATE AND WHETHER OR NOT THE AUTHORITY
2 IS EXERCISED OR THE POWER OF ATTORNEY IS EXECUTED IN THE STATE.

3 (G) AN ACT PERFORMED BY AN AGENT IN ACCORDANCE WITH A POWER
4 OF ATTORNEY HAS THE SAME EFFECT, AND INURES TO THE BENEFIT OF AND
5 BINDS THE PRINCIPAL AND THE PRINCIPAL'S SUCCESSORS IN INTEREST, AS IF
6 THE PRINCIPAL HAD PERFORMED THE ACT.

7 17-202.

8 (A) AN AGENT HAS AUTHORITY DESCRIBED IN THIS TITLE IF THE
9 POWER OF ATTORNEY REFERS TO GENERAL AUTHORITY WITH RESPECT TO THE
10 DESCRIPTIVE TERM FOR THE SUBJECTS STATED IN §§ 17-204 THROUGH 17-217
11 OF THIS SUBTITLE OR CITES THE SECTION IN WHICH THE AUTHORITY IS
12 DESCRIBED.

13 (B) A REFERENCE IN A POWER OF ATTORNEY TO GENERAL AUTHORITY
14 WITH RESPECT TO THE DESCRIPTIVE TERM FOR A SUBJECT IN §§ 17-204
15 THROUGH 17-217 OF THIS SUBTITLE OR A CITATION TO A SECTION OF §§ 17-204
16 THROUGH 17-217 OF THIS SUBTITLE INCORPORATES THE ENTIRE SECTION AS
17 IF THE SECTION WERE SET OUT IN FULL IN THE POWER OF ATTORNEY.

18 (C) A PRINCIPAL MAY MODIFY AUTHORITY INCORPORATED BY
19 REFERENCE.

20 17-203.

21 EXCEPT AS OTHERWISE PROVIDED IN THE POWER OF ATTORNEY, BY
22 EXECUTING A POWER OF ATTORNEY THAT INCORPORATES BY REFERENCE A
23 SUBJECT DESCRIBED IN §§ 17-204 THROUGH 17-217 OF THIS SUBTITLE OR
24 THAT GRANTS TO AN AGENT AUTHORITY TO PERFORM ALL ACTS THAT A
25 PRINCIPAL COULD PERFORM, IN ACCORDANCE WITH § 17-201(C) OF THIS
26 SUBTITLE, A PRINCIPAL AUTHORIZES THE AGENT, WITH RESPECT TO THAT
27 SUBJECT, TO:

28 (1) DEMAND, RECEIVE, AND OBTAIN BY LITIGATION OR
29 OTHERWISE, MONEY OR ANOTHER THING OF VALUE TO WHICH THE PRINCIPAL
30 IS, MAY BECOME, OR CLAIMS TO BE ENTITLED, AND CONSERVE, INVEST,
31 DISBURSE, OR USE ANYTHING SO RECEIVED OR OBTAINED FOR THE PURPOSES
32 INTENDED;

33 (2) CONTRACT WITH ANOTHER PERSON, ON TERMS AGREEABLE
34 TO THE AGENT, TO ACCOMPLISH A PURPOSE OF A TRANSACTION AND PERFORM,
35 RESCIND, CANCEL, TERMINATE, REFORM, RESTATE, RELEASE, OR MODIFY THE

1 CONTRACT OR ANOTHER CONTRACT MADE BY OR ON BEHALF OF THE
2 PRINCIPAL;

3 (3) EXECUTE, ACKNOWLEDGE, SEAL, DELIVER, FILE, OR RECORD
4 ANY INSTRUMENT OR COMMUNICATION THE AGENT CONSIDERS DESIRABLE TO
5 ACCOMPLISH A PURPOSE OF A TRANSACTION, INCLUDING CREATING A
6 SCHEDULE CONTEMPORANEOUSLY OR AT A LATER TIME LISTING SOME OR ALL
7 OF THE PRINCIPAL'S PROPERTY AND ATTACHING THE SCHEDULE TO THE
8 POWER OF ATTORNEY;

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

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

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

19 (7) 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;

22 (8) COMMUNICATE WITH REPRESENTATIVES OR EMPLOYEES OF A
23 GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, OR
24 INSTRUMENTALITY, ON BEHALF OF THE PRINCIPAL;

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

28 (10) PERFORM LAWFUL ACTS WITH RESPECT TO THE SUBJECT AND
29 ALL PROPERTY RELATED TO THE SUBJECT.

30 17-204.

31 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
32 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
33 REAL PROPERTY AUTHORIZES THE AGENT TO:

1 **(1) DEMAND, BUY, LEASE, RECEIVE, ACCEPT AS A GIFT OR AS**
2 **SECURITY FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT**
3 **AN INTEREST IN REAL PROPERTY OR A RIGHT INCIDENT TO REAL PROPERTY;**

4 **(2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,**
5 **REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,**
6 **RETAIN TITLE FOR SECURITY, ENCUMBER, PARTITION, CONSENT TO**
7 **PARTITIONING, SUBJECT TO AN EASEMENT OR COVENANT, SUBDIVIDE, APPLY**
8 **FOR ZONING OR OTHER GOVERNMENTAL PERMITS, PLAT OR CONSENT TO**
9 **PLATTING, DEVELOP, GRANT AN OPTION CONCERNING, LEASE, SUBLEASE,**
10 **CONTRIBUTE TO AN ENTITY IN EXCHANGE FOR AN INTEREST IN THAT ENTITY,**
11 **OR OTHERWISE GRANT OR DISPOSE OF AN INTEREST IN REAL PROPERTY OR A**
12 **RIGHT INCIDENT TO REAL PROPERTY;**

13 **(3) PLEDGE OR MORTGAGE AN INTEREST IN REAL PROPERTY OR**
14 **RIGHT INCIDENT TO REAL PROPERTY AS SECURITY TO BORROW MONEY OR PAY,**
15 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A**
16 **DEBT GUARANTEED BY THE PRINCIPAL, INCLUDING A REVERSE MORTGAGE;**

17 **(4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR**
18 **OTHERWISE A MORTGAGE, DEED OF TRUST, CONDITIONAL SALE CONTRACT,**
19 **ENCUMBRANCE, LIEN, OR OTHER CLAIM TO REAL PROPERTY THAT EXISTS OR IS**
20 **ASSERTED;**

21 **(5) MANAGE OR CONSERVE AN INTEREST IN REAL PROPERTY OR**
22 **A RIGHT INCIDENT TO REAL PROPERTY OWNED OR CLAIMED TO BE OWNED BY**
23 **THE PRINCIPAL, INCLUDING:**

24 **(I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER**
25 **LOSS;**

26 **(II) OBTAINING OR REGAINING POSSESSION OF OR**
27 **PROTECTING THE INTEREST OR RIGHT BY LITIGATION OR OTHERWISE;**

28 **(III) PAYING, ASSESSING, COMPROMISING, OR CONTESTING**
29 **TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN**
30 **CONNECTION WITH THEM; AND**

31 **(IV) PURCHASING SUPPLIES, HIRING ASSISTANCE OR**
32 **LABOR, AND MAKING REPAIRS OR ALTERATIONS TO THE REAL PROPERTY;**

33 **(6) USE, DEVELOP, ALTER, REPLACE, REMOVE, ERECT, OR**
34 **INSTALL STRUCTURES OR OTHER IMPROVEMENTS ON REAL PROPERTY IN OR**

1 INCIDENT TO WHICH THE PRINCIPAL HAS, OR CLAIMS TO HAVE, AN INTEREST OR
2 RIGHT;

3 (7) PARTICIPATE IN A REORGANIZATION WITH RESPECT TO REAL
4 PROPERTY OR AN ENTITY THAT OWNS AN INTEREST IN OR A RIGHT INCIDENT TO
5 REAL PROPERTY AND RECEIVE, HOLD, AND ACT WITH RESPECT TO STOCKS AND
6 BONDS OR OTHER PROPERTY RECEIVED IN A PLAN OF REORGANIZATION,
7 INCLUDING:

8 (I) SELLING OR OTHERWISE DISPOSING OF THE STOCKS
9 AND BONDS OR OTHER PROPERTY;

10 (II) EXERCISING OR SELLING AN OPTION, A RIGHT OF
11 CONVERSION, OR A SIMILAR RIGHT WITH RESPECT TO THE STOCKS AND BONDS
12 OR OTHER PROPERTY; AND

13 (III) EXERCISING VOTING RIGHTS IN PERSON OR BY PROXY;

14 (8) CHANGE THE FORM OF TITLE OF AN INTEREST IN OR A RIGHT
15 INCIDENT TO REAL PROPERTY; AND

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

19 17-205.

20 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
21 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
22 TANGIBLE PERSONAL PROPERTY AUTHORIZES THE AGENT TO:

23 (1) DEMAND, BUY, RECEIVE, ACCEPT AS A GIFT OR AS SECURITY
24 FOR AN EXTENSION OF CREDIT, OR OTHERWISE ACQUIRE OR REJECT
25 OWNERSHIP OR POSSESSION OF TANGIBLE PERSONAL PROPERTY OR AN
26 INTEREST IN TANGIBLE PERSONAL PROPERTY;

27 (2) SELL, EXCHANGE, CONVEY WITH OR WITHOUT COVENANTS,
28 REPRESENTATIONS, OR WARRANTIES, QUITCLAIM, RELEASE, SURRENDER,
29 CREATE A SECURITY INTEREST IN, GRANT OPTIONS CONCERNING, LEASE,
30 SUBLEASE, OR OTHERWISE DISPOSE OF TANGIBLE PERSONAL PROPERTY OR AN
31 INTEREST IN TANGIBLE PERSONAL PROPERTY;

32 (3) GRANT A SECURITY INTEREST IN TANGIBLE PERSONAL
33 PROPERTY OR AN INTEREST IN TANGIBLE PERSONAL PROPERTY AS SECURITY

1 TO BORROW MONEY OR PAY, RENEW, OR EXTEND THE TIME OF PAYMENT OF A
2 DEBT OF THE PRINCIPAL OR A DEBT GUARANTEED BY THE PRINCIPAL;

3 (4) RELEASE, ASSIGN, SATISFY, OR ENFORCE BY LITIGATION OR
4 OTHERWISE, A SECURITY INTEREST, LIEN, OR OTHER CLAIM ON BEHALF OF THE
5 PRINCIPAL, WITH RESPECT TO TANGIBLE PERSONAL PROPERTY OR AN
6 INTEREST IN TANGIBLE PERSONAL PROPERTY;

7 (5) MANAGE OR CONSERVE TANGIBLE PERSONAL PROPERTY OR
8 AN INTEREST IN TANGIBLE PERSONAL PROPERTY ON BEHALF OF THE
9 PRINCIPAL, INCLUDING:

10 (I) INSURING AGAINST LIABILITY OR CASUALTY OR OTHER
11 LOSS;

12 (II) OBTAINING OR REGAINING POSSESSION OF OR
13 PROTECTING THE PROPERTY OR INTEREST, BY LITIGATION OR OTHERWISE;

14 (III) PAYING, ASSESSING, COMPROMISING, OR CONTESTING
15 TAXES OR ASSESSMENTS OR APPLYING FOR AND RECEIVING REFUNDS IN
16 CONNECTION WITH TAXES OR ASSESSMENTS;

17 (IV) MOVING THE PROPERTY FROM PLACE TO PLACE;

18 (V) STORING THE PROPERTY FOR HIRE OR ON A
19 GRATUITOUS BAILMENT; AND

20 (VI) USING AND MAKING REPAIRS, ALTERATIONS, OR
21 IMPROVEMENTS TO THE PROPERTY; AND

22 (6) CHANGE THE FORM OF TITLE OF AN INTEREST IN TANGIBLE
23 PERSONAL PROPERTY.

24 17-206.

25 UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN
26 A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO
27 STOCKS AND BONDS AUTHORIZES THE AGENT TO:

28 (1) BUY, SELL, AND EXCHANGE STOCKS AND BONDS;

29 (2) ESTABLISH, CONTINUE, MODIFY, OR TERMINATE AN ACCOUNT
30 WITH RESPECT TO STOCKS AND BONDS;

1 **(3) PLEDGE STOCKS AND BONDS AS SECURITY TO BORROW, PAY,**
2 **RENEW, OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL;**

3 **(4) RECEIVE CERTIFICATES AND OTHER EVIDENCES OF**
4 **OWNERSHIP WITH RESPECT TO STOCKS AND BONDS; AND**

5 **(5) EXERCISE VOTING RIGHTS WITH RESPECT TO STOCKS AND**
6 **BONDS IN PERSON OR BY PROXY, ENTER INTO VOTING TRUSTS, AND CONSENT**
7 **TO LIMITATIONS ON THE RIGHT TO VOTE.**

8 **17-207.**

9 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
10 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
11 **COMMODITIES AND OPTIONS AUTHORIZES THE AGENT TO:**

12 **(1) BUY, SELL, EXCHANGE, ASSIGN, SETTLE, AND EXERCISE**
13 **COMMODITY FUTURES CONTRACTS AND CALL OR PUT OPTIONS ON STOCKS OR**
14 **STOCK INDEXES TRADED ON A REGULATED OPTION EXCHANGE; AND**

15 **(2) ESTABLISH, CONTINUE, MODIFY, AND TERMINATE OPTION**
16 **ACCOUNTS.**

17 **17-208.**

18 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
19 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
20 **BANKS AND OTHER FINANCIAL INSTITUTIONS AUTHORIZES THE AGENT TO:**

21 **(1) CONTINUE, MODIFY, AND TERMINATE AN ACCOUNT OR OTHER**
22 **BANKING ARRANGEMENT MADE BY OR ON BEHALF OF THE PRINCIPAL;**

23 **(2) ESTABLISH, MODIFY, AND TERMINATE AN ACCOUNT OR**
24 **OTHER BANKING ARRANGEMENT WITH A BANK, TRUST COMPANY, SAVINGS AND**
25 **LOAN ASSOCIATION, CREDIT UNION, THRIFT COMPANY, BROKERAGE FIRM, OR**
26 **OTHER FINANCIAL INSTITUTION SELECTED BY THE AGENT;**

27 **(3) CONTRACT FOR SERVICES AVAILABLE FROM A FINANCIAL**
28 **INSTITUTION, INCLUDING RENTING A SAFE DEPOSIT BOX OR SPACE IN A VAULT;**

29 **(4) WITHDRAW, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS**
30 **TRANSFER, OR OTHERWISE, MONEY OR PROPERTY OF THE PRINCIPAL**
31 **DEPOSITED WITH OR LEFT IN THE CUSTODY OF A FINANCIAL INSTITUTION;**

1 **(5) RECEIVE STATEMENTS OF ACCOUNT, VOUCHERS, NOTICES,**
2 **AND SIMILAR DOCUMENTS FROM A FINANCIAL INSTITUTION AND ACT WITH**
3 **RESPECT TO THEM;**

4 **(6) ENTER A SAFE DEPOSIT BOX OR VAULT AND WITHDRAW OR**
5 **ADD TO THE CONTENTS;**

6 **(7) BORROW MONEY AND PLEDGE AS SECURITY PERSONAL**
7 **PROPERTY OF THE PRINCIPAL NECESSARY TO BORROW MONEY OR PAY, RENEW,**
8 **OR EXTEND THE TIME OF PAYMENT OF A DEBT OF THE PRINCIPAL OR A DEBT**
9 **GUARANTEED BY THE PRINCIPAL;**

10 **(8) MAKE, ASSIGN, DRAW, ENDORSE, DISCOUNT, GUARANTEE,**
11 **AND NEGOTIATE PROMISSORY NOTES, CHECKS, DRAFTS, AND OTHER**
12 **NEGOTIABLE OR NONNEGOTIABLE PAPER OF THE PRINCIPAL OR PAYABLE TO**
13 **THE PRINCIPAL OR THE PRINCIPAL'S ORDER, TRANSFER MONEY, RECEIVE THE**
14 **CASH OR OTHER PROCEEDS OF THOSE TRANSACTIONS, AND ACCEPT A DRAFT**
15 **DRAWN BY A PERSON ON THE PRINCIPAL AND PAY THE DRAFT WHEN DUE;**

16 **(9) RECEIVE FOR THE PRINCIPAL AND ACT ON A SIGHT DRAFT,**
17 **WAREHOUSE RECEIPT, OTHER DOCUMENT OF TITLE WHETHER TANGIBLE OR**
18 **ELECTRONIC, OR OTHER NEGOTIABLE OR NONNEGOTIABLE INSTRUMENT;**

19 **(10) APPLY FOR, RECEIVE, AND USE LETTERS OF CREDIT, CREDIT**
20 **CARDS AND DEBIT CARDS, ELECTRONIC TRANSACTION AUTHORIZATIONS, AND**
21 **TRAVELER'S CHECKS FROM A FINANCIAL INSTITUTION AND GIVE AN INDEMNITY**
22 **OR OTHER AGREEMENT IN CONNECTION WITH LETTERS OF CREDIT; AND**

23 **(11) CONSENT TO AN EXTENSION OF THE TIME OF PAYMENT WITH**
24 **RESPECT TO COMMERCIAL PAPER OR A FINANCIAL TRANSACTION WITH A**
25 **FINANCIAL INSTITUTION.**

26 **17-209.**

27 **SUBJECT TO THE TERMS OF A DOCUMENT OR AN AGREEMENT GOVERNING**
28 **AN ENTITY OR AN ENTITY OWNERSHIP INTEREST, AND UNLESS THE POWER OF**
29 **ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN A POWER OF ATTORNEY**
30 **GRANTING GENERAL AUTHORITY WITH RESPECT TO OPERATION OF AN ENTITY**
31 **OR A BUSINESS AUTHORIZES THE AGENT TO:**

32 **(1) OPERATE, BUY, SELL, ENLARGE, REDUCE, OR TERMINATE AN**
33 **OWNERSHIP INTEREST;**

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

4 **(3) ENFORCE THE TERMS OF AN OWNERSHIP AGREEMENT;**

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

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

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

16 **(7) WITH RESPECT TO AN ENTITY OR BUSINESS OWNED SOLELY**
17 **BY THE PRINCIPAL:**

18 **(I) CONTINUE, MODIFY, RENEGOTIATE, EXTEND, AND**
19 **TERMINATE A CONTRACT MADE BY OR ON BEHALF OF THE PRINCIPAL WITH**
20 **RESPECT TO THE ENTITY OR BUSINESS BEFORE EXECUTION OF THE POWER OF**
21 **ATTORNEY;**

22 **(II) DETERMINE:**

23 **1. THE LOCATION OF THE OPERATION OF THE**
24 **ENTITY OR BUSINESS;**

25 **2. THE NATURE AND EXTENT OF THE BUSINESS OF**
26 **THE ENTITY OR BUSINESS;**

27 **3. THE METHODS OF MANUFACTURING, SELLING,**
28 **MERCHANDISING, FINANCING, ACCOUNTING, AND ADVERTISING EMPLOYED IN**
29 **THE OPERATION OF THE ENTITY OR BUSINESS;**

30 **4. THE AMOUNT AND TYPES OF INSURANCE CARRIED**
31 **BY THE ENTITY OR BUSINESS; AND**

1 **5. THE MODE OF ENGAGING, COMPENSATING, AND**
2 **DEALING WITH THE EMPLOYEES AND ACCOUNTANTS, ATTORNEYS, OR OTHER**
3 **ADVISORS OF THE ENTITY OR BUSINESS;**

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

8 **(IV) DEMAND AND RECEIVE MONEY DUE OR CLAIMED BY**
9 **THE PRINCIPAL OR ON THE PRINCIPAL'S BEHALF IN THE OPERATION OF THE**
10 **ENTITY OR BUSINESS AND CONTROL AND DISBURSE THE MONEY IN THE**
11 **OPERATION OF THE ENTITY OR BUSINESS;**

12 **(8) PUT ADDITIONAL CAPITAL INTO AN ENTITY OR A BUSINESS IN**
13 **WHICH THE PRINCIPAL HAS AN INTEREST;**

14 **(9) JOIN IN A PLAN OF REORGANIZATION, CONSOLIDATION,**
15 **CONVERSION, DOMESTICATION, OR MERGER OF THE ENTITY OR BUSINESS;**

16 **(10) SELL OR LIQUIDATE ALL OR PART OF AN ENTITY OR**
17 **BUSINESS;**

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

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

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

29 **17-210.**

30 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
31 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
32 **INSURANCE AND ANNUITIES AUTHORIZES THE AGENT TO:**

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

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

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

13 **(4) APPLY FOR AND RECEIVE A LOAN SECURED BY A CONTRACT**
14 **OF INSURANCE OR ANNUITY;**

15 **(5) SURRENDER AND RECEIVE THE CASH SURRENDER VALUE ON**
16 **A CONTRACT OF INSURANCE OR ANNUITY;**

17 **(6) EXERCISE AN ELECTION;**

18 **(7) EXERCISE INVESTMENT POWERS AVAILABLE UNDER A**
19 **CONTRACT OF INSURANCE OR ANNUITY;**

20 **(8) CHANGE THE MANNER OF PAYING PREMIUMS ON A CONTRACT**
21 **OF INSURANCE OR ANNUITY;**

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

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

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

31 **(12) SELECT THE FORM AND TIMING OF THE PAYMENT OF**
32 **PROCEEDS FROM A CONTRACT OF INSURANCE OR ANNUITY; AND**

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

7 **17-211.**

8 **(A) IN THIS SECTION, “ESTATES, TRUSTS, AND OTHER BENEFICIAL**
9 **INTERESTS” MEANS A TRUST, PROBATE ESTATE, GUARDIANSHIP,**
10 **CONSERVATORSHIP, ESCROW, OR CUSTODIANSHIP OR A FUND FROM WHICH THE**
11 **PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED TO A SHARE OR**
12 **PAYMENT.**

13 **(B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,**
14 **LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH**
15 **RESPECT TO ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**
16 **AUTHORIZES THE AGENT TO:**

17 **(1) ACCEPT, RECEIVE, RECEIPT FOR, SELL, ASSIGN, PLEDGE, OR**
18 **EXCHANGE A SHARE IN OR PAYMENT FROM THE FUND DESCRIBED IN**
19 **SUBSECTION (A) OF THIS SECTION;**

20 **(2) DEMAND OR OBTAIN MONEY OR ANOTHER THING OF VALUE**
21 **TO WHICH THE PRINCIPAL IS, MAY BECOME, OR CLAIMS TO BE ENTITLED BY**
22 **REASON OF THE FUND DESCRIBED IN SUBSECTION (A) OF THIS SECTION, BY**
23 **LITIGATION OR OTHERWISE;**

24 **(3) EXERCISE FOR THE BENEFIT OF THE PRINCIPAL A PRESENTLY**
25 **EXERCISABLE GENERAL POWER OF APPOINTMENT HELD BY THE PRINCIPAL;**

26 **(4) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**
27 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**
28 **COMPROMISE WITH RESPECT TO LITIGATION TO ASCERTAIN THE MEANING,**
29 **VALIDITY, OR EFFECT OF A DEED, WILL, DECLARATION OF TRUST, OR OTHER**
30 **INSTRUMENT OR TRANSACTION AFFECTING THE INTEREST OF THE PRINCIPAL;**

31 **(5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE**
32 **DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A**
33 **COMPROMISE WITH RESPECT TO LITIGATION TO REMOVE, SUBSTITUTE, OR**
34 **SURCHARGE A FIDUCIARY;**

1 **(6) CONSERVE, INVEST, DISBURSE, OR USE ANYTHING RECEIVED**
2 **FOR AN AUTHORIZED PURPOSE;**

3 **(7) TRANSFER AN INTEREST OF THE PRINCIPAL IN REAL**
4 **PROPERTY, STOCKS AND BONDS, ACCOUNTS WITH FINANCIAL INSTITUTIONS OR**
5 **SECURITIES INTERMEDIARIES, INSURANCE, ANNUITIES, AND OTHER PROPERTY**
6 **TO THE TRUSTEE OF A REVOCABLE TRUST CREATED BY THE PRINCIPAL AS**
7 **SETTLOR; AND**

8 **(8) REJECT, RENOUNCE, DISCLAIM, RELEASE, OR CONSENT TO A**
9 **REDUCTION IN OR MODIFICATION OF A SHARE IN OR PAYMENT FROM THE FUND**
10 **DESCRIBED IN SUBSECTION (A) OF THIS SECTION.**

11 **17-212.**

12 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
13 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
14 **CLAIMS AND LITIGATION AUTHORIZES THE AGENT TO:**

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

21 **(2) BRING AN ACTION TO DETERMINE ADVERSE CLAIMS OR**
22 **INTERVENE OR OTHERWISE PARTICIPATE IN LITIGATION;**

23 **(3) SEEK AN ATTACHMENT, GARNISHMENT, ORDER OF ARREST,**
24 **OR OTHER PRELIMINARY, PROVISIONAL, OR INTERMEDIATE RELIEF AND USE AN**
25 **AVAILABLE PROCEDURE TO EFFECT OR SATISFY A JUDGMENT, ORDER, OR**
26 **DECREE;**

27 **(4) MAKE OR ACCEPT A TENDER, OFFER OF JUDGMENT, OR**
28 **ADMISSION OF FACTS, SUBMIT A CONTROVERSY ON AN AGREED STATEMENT OF**
29 **FACTS, CONSENT TO EXAMINATION, AND BIND THE PRINCIPAL IN LITIGATION;**

30 **(5) SUBMIT TO ALTERNATIVE DISPUTE RESOLUTION, SETTLE,**
31 **AND PROPOSE OR ACCEPT A COMPROMISE;**

32 **(6) WAIVE THE ISSUANCE AND SERVICE OF PROCESS ON THE**
33 **PRINCIPAL, ACCEPT SERVICE OF PROCESS, APPEAR FOR THE PRINCIPAL,**
34 **DESIGNATE PERSONS ON WHICH PROCESS DIRECTED TO THE PRINCIPAL MAY BE**

1 SERVED, EXECUTE AND FILE OR DELIVER STIPULATIONS ON THE PRINCIPAL'S
2 BEHALF, VERIFY PLEADINGS, SEEK APPELLATE REVIEW, PROCURE AND GIVE
3 SURETY AND INDEMNITY BONDS, CONTRACT AND PAY FOR THE PREPARATION
4 AND PRINTING OF RECORDS AND BRIEFS, RECEIVE, EXECUTE, AND FILE OR
5 DELIVER A CONSENT, WAIVER, RELEASE, CONFESSION OF JUDGMENT,
6 SATISFACTION OF JUDGMENT, NOTICE, AGREEMENT, OR OTHER INSTRUMENT IN
7 CONNECTION WITH THE PROSECUTION, SETTLEMENT, OR DEFENSE OF A CLAIM
8 OR LITIGATION;

9 (7) ACT FOR THE PRINCIPAL WITH RESPECT TO BANKRUPTCY OR
10 INSOLVENCY, WHETHER VOLUNTARY OR INVOLUNTARY, CONCERNING THE
11 PRINCIPAL OR SOME OTHER PERSON, OR WITH RESPECT TO A
12 REORGANIZATION, RECEIVERSHIP, OR APPLICATION FOR THE APPOINTMENT OF
13 A RECEIVER OR TRUSTEE THAT AFFECTS AN INTEREST OF THE PRINCIPAL IN
14 PROPERTY OR OTHER THING OF VALUE;

15 (8) PAY A JUDGMENT, AWARD, OR ORDER AGAINST THE
16 PRINCIPAL OR A SETTLEMENT MADE IN CONNECTION WITH A CLAIM OR
17 LITIGATION; AND

18 (9) RECEIVE MONEY OR OTHER THING OF VALUE PAID IN
19 SETTLEMENT OF OR AS PROCEEDS OF A CLAIM OR LITIGATION.

20 17-213.

21 (A) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
22 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
23 RESPECT TO PERSONAL AND FAMILY MAINTENANCE AUTHORIZES THE AGENT
24 TO:

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

29 (I) THE PRINCIPAL'S CHILDREN;

30 (II) OTHER INDIVIDUALS LEGALLY ENTITLED TO BE
31 SUPPORTED BY THE PRINCIPAL; AND

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

1 **(2) 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 **(3) PROVIDE LIVING QUARTERS FOR THE INDIVIDUALS**
5 **DESCRIBED IN ITEM (1) OF THIS SUBSECTION BY:**

6 **(I) PURCHASE, LEASE, OR OTHER CONTRACT; OR**

7 **(II) 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 **(4) 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 IN ITEM (1)**
14 **OF THIS SUBSECTION;**

15 **(5) PAY EXPENSES FOR NECESSARY HEALTH CARE AND**
16 **CUSTODIAL CARE ON BEHALF OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF**
17 **THIS SUBSECTION;**

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

26 **(7) CONTINUE PROVISIONS MADE BY THE PRINCIPAL FOR**
27 **AUTOMOBILES OR OTHER MEANS OF TRANSPORTATION, INCLUDING**
28 **REGISTERING, LICENSING, INSURING, AND REPLACING THE MEANS OF**
29 **TRANSPORTATION, FOR THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS**
30 **SUBSECTION;**

31 **(8) MAINTAIN CREDIT AND DEBIT ACCOUNTS FOR THE**
32 **CONVENIENCE OF THE INDIVIDUALS DESCRIBED IN ITEM (1) OF THIS**
33 **SUBSECTION AND OPEN NEW ACCOUNTS; AND**

34 **(9) CONTINUE PAYMENTS INCIDENTAL TO THE MEMBERSHIP OR**
35 **AFFILIATION OF THE PRINCIPAL IN A RELIGIOUS INSTITUTION, CLUB, SOCIETY,**

1 ORDER, OR OTHER ORGANIZATION OR TO CONTINUE CONTRIBUTIONS TO THOSE
2 ORGANIZATIONS.

3 (B) AUTHORITY WITH RESPECT TO PERSONAL AND FAMILY
4 MAINTENANCE IS NEITHER DEPENDENT ON, NOR LIMITED BY, AUTHORITY THAT
5 AN AGENT MAY OR MAY NOT HAVE WITH RESPECT TO GIFTS UNDER THIS
6 SUBTITLE.

7 17-214.

8 (A) IN THIS SECTION, "BENEFITS FROM GOVERNMENTAL PROGRAMS OR
9 CIVIL OR MILITARY SERVICE" MEANS ANY BENEFIT, PROGRAM, OR ASSISTANCE
10 PROVIDED UNDER A STATUTE OR REGULATION INCLUDING SOCIAL SECURITY,
11 MEDICARE, AND MEDICAID.

12 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
13 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
14 RESPECT TO BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR
15 MILITARY SERVICE AUTHORIZES THE AGENT TO:

16 (1) EXECUTE VOUCHERS IN THE NAME OF THE PRINCIPAL FOR
17 ALLOWANCES AND REIMBURSEMENTS PAYABLE BY THE UNITED STATES OR A
18 FOREIGN GOVERNMENT OR BY A STATE OR SUBDIVISION OF A STATE TO THE
19 PRINCIPAL, INCLUDING ALLOWANCES AND REIMBURSEMENTS FOR
20 TRANSPORTATION OF THE INDIVIDUALS DESCRIBED IN § 17-213(A)(1) OF THIS
21 SUBTITLE, AND FOR SHIPMENT OF THE HOUSEHOLD EFFECTS OF THOSE
22 INDIVIDUALS;

23 (2) TAKE POSSESSION AND ORDER THE REMOVAL AND SHIPMENT
24 OF PROPERTY OF THE PRINCIPAL FROM A POST, WAREHOUSE, DEPOT, DOCK, OR
25 OTHER PLACE OF STORAGE OR SAFEKEEPING, EITHER GOVERNMENTAL OR
26 PRIVATE, AND EXECUTE AND DELIVER A RELEASE, VOUCHER, RECEIPT, BILL OF
27 LADING, SHIPPING TICKET, CERTIFICATE, OR OTHER INSTRUMENT FOR THAT
28 PURPOSE;

29 (3) ENROLL IN, APPLY FOR, SELECT, REJECT, CHANGE, AMEND,
30 OR DISCONTINUE, ON THE PRINCIPAL'S BEHALF, A BENEFIT OR PROGRAM;

31 (4) PREPARE, FILE, AND MAINTAIN A CLAIM OF THE PRINCIPAL
32 FOR A BENEFIT OR ASSISTANCE, FINANCIAL OR OTHERWISE, TO WHICH THE
33 PRINCIPAL MAY BE ENTITLED UNDER A STATUTE OR REGULATION;

34 (5) INITIATE, PARTICIPATE IN, SUBMIT TO ALTERNATIVE
35 DISPUTE RESOLUTION, SETTLE, OPPOSE, OR PROPOSE OR ACCEPT A

1 COMPROMISE WITH RESPECT TO LITIGATION CONCERNING A BENEFIT OR
2 ASSISTANCE THE PRINCIPAL MAY BE ENTITLED TO RECEIVE UNDER A STATUTE
3 OR REGULATION; AND

4 (6) RECEIVE THE FINANCIAL PROCEEDS OF A CLAIM DESCRIBED
5 IN ITEM (4) OF THIS SUBSECTION AND CONSERVE, INVEST, DISBURSE, OR USE
6 FOR A LAWFUL PURPOSE ANYTHING SO RECEIVED.

7 17-215.

8 (A) IN THIS SECTION, "RETIREMENT PLAN" MEANS A PLAN OR ACCOUNT
9 CREATED BY AN EMPLOYER, THE PRINCIPAL, OR ANOTHER INDIVIDUAL TO
10 PROVIDE RETIREMENT BENEFITS OR DEFERRED COMPENSATION OF WHICH THE
11 PRINCIPAL IS A PARTICIPANT, BENEFICIARY, OR OWNER, INCLUDING A PLAN OR
12 ACCOUNT UNDER THE FOLLOWING SECTIONS OF THE INTERNAL REVENUE
13 CODE:

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

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

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

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

22 (5) A PENSION, PROFIT-SHARING, STOCK BONUS, OR OTHER
23 RETIREMENT PLAN QUALIFIED UNDER INTERNAL REVENUE CODE SECTION
24 401(A), 26 U.S.C. § 401(A);

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

27 (7) A NONQUALIFIED DEFERRED COMPENSATION PLAN UNDER
28 INTERNAL REVENUE CODE SECTION 409A, 26 U.S.C. § 409A.

29 (B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,
30 LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH
31 RESPECT TO RETIREMENT PLANS AUTHORIZES THE AGENT TO:

1 **(1) SELECT THE FORM AND TIMING OF PAYMENTS UNDER A**
2 **RETIREMENT PLAN AND WITHDRAW BENEFITS FROM A PLAN;**

3 **(2) MAKE A ROLLOVER, INCLUDING A DIRECT**
4 **TRUSTEE-TO-TRUSTEE ROLLOVER, OF BENEFITS FROM ONE RETIREMENT PLAN**
5 **TO ANOTHER;**

6 **(3) ESTABLISH A RETIREMENT PLAN IN THE PRINCIPAL'S NAME;**

7 **(4) MAKE CONTRIBUTIONS TO A RETIREMENT PLAN;**

8 **(5) EXERCISE INVESTMENT POWERS AVAILABLE UNDER A**
9 **RETIREMENT PLAN; AND**

10 **(6) BORROW FROM, SELL ASSETS TO, OR PURCHASE ASSETS**
11 **FROM A RETIREMENT PLAN.**

12 **17-216.**

13 **UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES, LANGUAGE IN**
14 **A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH RESPECT TO**
15 **TAXES AUTHORIZES THE AGENT TO:**

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

27 **(2) PAY TAXES DUE, COLLECT REFUNDS, POST BONDS, RECEIVE**
28 **CONFIDENTIAL INFORMATION, AND CONTEST DEFICIENCIES DETERMINED BY**
29 **THE INTERNAL REVENUE SERVICE OR OTHER TAXING AUTHORITY;**

30 **(3) EXERCISE ELECTIONS AVAILABLE TO THE PRINCIPAL UNDER**
31 **FEDERAL, STATE, LOCAL, OR FOREIGN TAX LAW; AND**

1 **(4) ACT FOR THE PRINCIPAL IN ALL TAX MATTERS FOR ALL**
2 **PERIODS BEFORE THE INTERNAL REVENUE SERVICE, OR OTHER TAXING**
3 **AUTHORITY.**

4 **17-217.**

5 **(A) IN THIS SECTION, A GIFT “FOR THE BENEFIT OF” A PERSON**
6 **INCLUDES A GIFT TO A TRUST, AN ACCOUNT UNDER THE UNIFORM TRANSFERS**
7 **TO MINORS ACT, AND A TUITION SAVINGS ACCOUNT OR PREPAID TUITION PLAN**
8 **AS DEFINED UNDER INTERNAL REVENUE CODE SECTION 529, 26 U.S.C. § 529.**

9 **(B) UNLESS THE POWER OF ATTORNEY OTHERWISE PROVIDES,**
10 **LANGUAGE IN A POWER OF ATTORNEY GRANTING GENERAL AUTHORITY WITH**
11 **RESPECT TO GIFTS AUTHORIZES THE AGENT ONLY TO:**

12 **(1) MAKE OUTRIGHT TO, OR FOR THE BENEFIT OF, A PERSON, A**
13 **GIFT OF PART OR ALL OF THE PRINCIPAL’S PROPERTY, INCLUDING BY THE**
14 **EXERCISE OF A PRESENTLY EXERCISABLE GENERAL POWER OF APPOINTMENT**
15 **HELD BY THE PRINCIPAL, IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE**
16 **ANNUAL DOLLAR LIMITS OF THE FEDERAL GIFT TAX EXCLUSION UNDER**
17 **INTERNAL REVENUE CODE SECTION 2503(B), 26 U.S.C. § 2503(B), WITHOUT**
18 **REGARD TO WHETHER THE FEDERAL GIFT TAX EXCLUSION APPLIES TO THE**
19 **GIFT, OR IF THE PRINCIPAL’S SPOUSE AGREES TO CONSENT TO A SPLIT GIFT**
20 **PURSUANT TO INTERNAL REVENUE CODE SECTION 2513, 26 U.S.C. § 2513, IN**
21 **AN AMOUNT FOR EACH DONEE NOT TO EXCEED TWICE THE ANNUAL FEDERAL**
22 **GIFT TAX EXCLUSION LIMIT; AND**

23 **(2) CONSENT, PURSUANT TO INTERNAL REVENUE CODE**
24 **SECTION 2513, 26 U.S.C. § 2513, TO THE SPLITTING OF A GIFT MADE BY THE**
25 **PRINCIPAL’S SPOUSE IN AN AMOUNT FOR EACH DONEE NOT TO EXCEED THE**
26 **AGGREGATE ANNUAL GIFT TAX EXCLUSIONS FOR BOTH SPOUSES.**

27 **(C) AN AGENT MAY MAKE A GIFT OF THE PRINCIPAL’S PROPERTY ONLY**
28 **AS THE AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S**
29 **OBJECTIVES IF ACTUALLY KNOWN BY THE AGENT AND, IF UNKNOWN, AS THE**
30 **AGENT DETERMINES IS CONSISTENT WITH THE PRINCIPAL’S BEST INTEREST**
31 **BASED ON ALL RELEVANT FACTORS, INCLUDING:**

32 **(1) THE VALUE AND NATURE OF THE PRINCIPAL’S PROPERTY;**

33 **(2) THE PRINCIPAL’S FORESEEABLE OBLIGATIONS AND NEED**
34 **FOR MAINTENANCE;**

1 **(3) MINIMIZATION OF TAXES, INCLUDING INCOME, ESTATE,**
2 **INHERITANCE, GENERATION-SKIPPING TRANSFER, AND GIFT TAXES;**

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

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

7 **SUBTITLE 3. STATUTORY FORMS.**

8 **17-301.**

9 **A DOCUMENT SUBSTANTIALLY IN THE FOLLOWING FORM MAY BE USED TO**
10 **CREATE A STATUTORY FORM POWER OF ATTORNEY THAT HAS THE MEANING**
11 **AND EFFECT PRESCRIBED BY THIS TITLE:**

12 **“MARYLAND**
13 **STATUTORY FORM POWER OF ATTORNEY**
14 **IMPORTANT INFORMATION AND WARNING**

15 **YOU SHOULD BE VERY CAREFUL IN DECIDING WHETHER OR NOT TO SIGN**
16 **THIS DOCUMENT. THE POWERS GRANTED BY YOU (THE PRINCIPAL) IN THIS**
17 **DOCUMENT ARE BROAD AND SWEEPING.**

18 **THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO**
19 **MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL).**
20 **YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO**
21 **YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE**
22 **TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED**
23 **ON THIS FORM IS EXPLAINED IN THE UNIFORM POWER OF ATTORNEY ACT,**
24 **TITLE 17 OF THE ESTATES AND TRUSTS ARTICLE.**

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

27 **YOU SHOULD SELECT SOMEONE YOU COMPLETELY TRUST TO SERVE AS YOUR**
28 **AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S**
29 **AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF**
30 **ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.**

31 **THE POWER OF ATTORNEY WILL TAKE EFFECT IMMEDIATELY UNLESS YOU**
32 **STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.**

1 YOUR AGENT IS NOT ENTITLED TO COMPENSATION UNLESS YOU INDICATE
 2 OTHERWISE IN THIS POWER OF ATTORNEY. IF YOU INDICATE THAT YOUR AGENT
 3 IS TO RECEIVE COMPENSATION, YOUR AGENT IS ENTITLED TO REASONABLE
 4 COMPENSATION OR COMPENSATION AS SPECIFIED IN THE SPECIAL
 5 INSTRUCTIONS.

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

10 IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF
 11 ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY
 12 ALSO NAME A SECOND SUCCESSOR AGENT.

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

16 YOU SHOULD OBTAIN COMPETENT LEGAL ADVICE IF YOU WISH TO REVOKE THIS
 17 POWER OF ATTORNEY.

18 **DESIGNATION OF AGENT**

19 I, _____,
 20 (NAME OF PRINCIPAL)

21 NAME THE FOLLOWING PERSON AS MY AGENT:

22 NAME OF
 23 AGENT: _____
 24 AGENT'S
 25 ADDRESS: _____
 26 AGENT'S TELEPHONE
 27 NUMBER: _____

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

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

31 NAME OF SUCCESSOR AGENT: _____
 32 SUCCESSOR AGENT'S ADDRESS: _____

1 **SUCCESSOR AGENT’S TELEPHONE**

2 **NUMBER:** _____

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

5 **NAME OF SECOND SUCCESSOR**

6 **AGENT:** _____

7 **SECOND SUCCESSOR AGENT’S**

8 **ADDRESS:** _____

9 **SECOND SUCCESSOR AGENT’S TELEPHONE**

10 **NUMBER:** _____

11 **GRANT OF GENERAL AUTHORITY**

12 **I GRANT MY AGENT AND ANY SUCCESSOR AGENT GENERAL AUTHORITY TO ACT**
 13 **FOR ME WITH RESPECT TO THE FOLLOWING SUBJECTS AS DEFINED IN THE**
 14 **UNIFORM POWER OF ATTORNEY ACT, TITLE 17 OF THE ESTATES AND TRUSTS**
 15 **ARTICLE:**

16 **(INITIAL EACH SUBJECT YOU WANT TO INCLUDE IN THE AGENT’S GENERAL**
 17 **AUTHORITY. IF YOU WISH TO GRANT GENERAL AUTHORITY OVER ALL OF THE**
 18 **SUBJECTS YOU MAY INITIAL “ALL PRECEDING SUBJECTS” INSTEAD OF**
 19 **INITIALING EACH SUBJECT.)**

20 **() REAL PROPERTY**

21 **() TANGIBLE PERSONAL PROPERTY**

22 **() STOCKS AND BONDS**

23 **() COMMODITIES AND OPTIONS**

24 **() BANKS AND OTHER FINANCIAL INSTITUTIONS**

25 **() OPERATION OF ENTITY OR BUSINESS**

26 **() INSURANCE AND ANNUITIES**

27 **() ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS**

28 **() CLAIMS AND LITIGATION**

29 **() PERSONAL AND FAMILY MAINTENANCE**

30 **() BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY**
 31 **SERVICE**

32 **() RETIREMENT PLANS**

33 **() TAXES**

34 **() ALL PRECEDING SUBJECTS**

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

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

3 **(CAUTION: GRANTING ANY OF THE FOLLOWING WILL GIVE YOUR AGENT THE**
 4 **AUTHORITY TO TAKE ACTIONS THAT COULD SIGNIFICANTLY REDUCE YOUR**
 5 **PROPERTY OR CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH.**
 6 **INITIAL ONLY THE SPECIFIC AUTHORITY YOU WANT TO GIVE YOUR AGENT.)**

- 7 **CREATE, AMEND, REVOKE, OR TERMINATE AN INTER VIVOS TRUST**
 8 **MAKE A GIFT, SUBJECT TO THE LIMITATIONS OF THE UNIFORM POWER OF**
 9 **ATTORNEY ACT, § 17-217 OF THE ESTATES AND TRUSTS ARTICLE, AND**
 10 **ANY SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY**
 11 **CREATE OR CHANGE RIGHTS OF SURVIVORSHIP**
 12 **CREATE OR CHANGE A BENEFICIARY DESIGNATION**
 13 **AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED**
 14 **UNDER THIS POWER OF ATTORNEY**
 15 **WAIVE THE PRINCIPAL'S RIGHT TO BE A BENEFICIARY OF A JOINT AND**
 16 **SURVIVOR ANNUITY, INCLUDING A SURVIVOR BENEFIT UNDER A**
 17 **RETIREMENT PLAN**
 18 **EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO**
 19 **DELEGATE**
 20 **DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER**
 21 **OF APPOINTMENT**

22 **COMPENSATION OF AGENT**

- 23 **MY AGENT IS TO SERVE WITHOUT COMPENSATION**
 24 **MY AGENT IS TO RECEIVE COMPENSATION THAT IS REASONABLE UNDER**
 25 **THE CIRCUMSTANCES OR COMPENSATION AS SPECIFIED IN THE SPECIAL**
 26 **INSTRUCTIONS**

27 **LIMITATION ON AGENT'S AUTHORITY**

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

32 **SPECIAL INSTRUCTIONS (OPTIONAL)**

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

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

EFFECTIVE DATE

9 **THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY UNLESS I HAVE STATED**
10 **OTHERWISE IN THE SPECIAL INSTRUCTIONS.**

NOMINATION OF GUARDIAN (OPTIONAL)

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

15 **NAME OF NOMINEE FOR GUARDIAN OF MY ESTATE:**
 16 _____
 17 **NOMINEE'S ADDRESS:** _____
 18 **NOMINEE'S TELEPHONE NUMBER:** _____

19 **NAME OF NOMINEE FOR GUARDIAN OF MY PERSON:**
 20 _____
 21 **NOMINEE'S ADDRESS:** _____
 22 **NOMINEE'S TELEPHONE NUMBER:** _____

RELIANCE ON THIS POWER OF ATTORNEY

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

SIGNATURE AND ACKNOWLEDGMENT

28 _____
 29 **YOUR SIGNATURE** **DATE**

30 _____
 31 **YOUR NAME PRINTED**
 32 _____
 33 _____

1 YOUR ADDRESS

2 _____

3 YOUR TELEPHONE NUMBER

4 STATE OF MARYLAND

5 (COUNTY) OF _____

6 THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON

7 _____,

8 (DATE)

9 BY _____.

10 (NAME OF PRINCIPAL)

11 _____ (SEAL, IF ANY)

12 SIGNATURE OF NOTARY

13 MY COMMISSION EXPIRES: _____

14 THIS DOCUMENT PREPARED BY:

15 _____

16 _____

17 **IMPORTANT INFORMATION FOR AGENT**

18 **AGENT’S DUTIES**

19 **WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF**
20 **ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND**
21 **THE PRINCIPAL. THIS RELATIONSHIP IMPOSES ON YOU LEGAL DUTIES THAT**
22 **CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR**
23 **REVOKED. YOU MUST:**

- 24 **(1) DO WHAT YOU KNOW THE PRINCIPAL REASONABLY EXPECTS YOU TO DO**
- 25 **WITH THE PRINCIPAL’S PROPERTY OR, IF YOU DO NOT KNOW THE**
- 26 **PRINCIPAL’S EXPECTATIONS, ACT IN THE PRINCIPAL’S BEST INTEREST;**
- 27 **(2) ACT IN GOOD FAITH;**
- 28 **(3) DO NOTHING BEYOND THE AUTHORITY GRANTED IN THIS POWER OF**
- 29 **ATTORNEY; AND**
- 30 **(4) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR THE**
- 31 **PRINCIPAL BY WRITING OR PRINTING THE NAME OF THE PRINCIPAL AND**
- 32 **SIGNING YOUR OWN NAME AS “AGENT” IN THE FOLLOWING MANNER:**

1 _____
2 **(PRINCIPAL'S NAME)** BY **(YOUR SIGNATURE) AS AGENT**

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

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

19 **TERMINATION OF AGENT'S AUTHORITY**

20 **YOU MUST STOP ACTING ON BEHALF OF THE PRINCIPAL IF YOU LEARN OF ANY**
21 **EVENT THAT TERMINATES THIS POWER OF ATTORNEY OR YOUR AUTHORITY**
22 **UNDER THIS POWER OF ATTORNEY. EVENTS THAT TERMINATE A POWER OF**
23 **ATTORNEY OR YOUR AUTHORITY TO ACT UNDER A POWER OF ATTORNEY**
24 **INCLUDE:**

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

35 **LIABILITY OF AGENT**

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

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

8 **17-302.**

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

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

13 STATE OF MARYLAND
14 (COUNTY) OF _____

15 I, _____ (NAME OF AGENT), CERTIFY
16 UNDER PENALTY OF PERJURY THAT
17 _____ (NAME OF PRINCIPAL) GRANTED
18 ME AUTHORITY AS AN AGENT OR SUCCESSOR AGENT IN A POWER OF ATTORNEY
19 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
23 AND THE POWER OF ATTORNEY AND MY AUTHORITY TO ACT UNDER THE
24 POWER OF ATTORNEY HAVE NOT TERMINATED;

25 (2) IF THE POWER OF ATTORNEY WAS DRAFTED TO BECOME EFFECTIVE ON
26 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 SUBTITLE 4. MISCELLANEOUS PROVISIONS.

23 17-401.

24 THIS TITLE MAY BE CITED AS THE UNIFORM POWER OF ATTORNEY ACT.

25 17-402.

26 IN APPLYING AND CONSTRUING THIS TITLE, WHICH IS A UNIFORM ACT,
27 CONSIDERATION SHALL BE GIVEN TO THE NEED TO PROMOTE UNIFORMITY OF
28 THE LAW WITH RESPECT TO THE SUBJECT MATTER OF THE LAW AMONG THE
29 STATES THAT ENACT THE LAW.

30 17-403.

1 **THIS TITLE MODIFIES, LIMITS, AND SUPERSEDES THE FEDERAL**
2 **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15**
3 **U.S.C. § 7001 ET SEQ., BUT DOES NOT MODIFY, LIMIT, OR SUPERSEDE SECTION**
4 **7001(C) OF THAT ACT, 15 U.S.C. § 7001(C), OR AUTHORIZE ELECTRONIC**
5 **DELIVERY OF THE NOTICES DESCRIBED IN SECTION 7003(B) OF THAT ACT, 15**
6 **U.S.C. § 7003(B).**

7 **17-404.**

8 **EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, ON OCTOBER 1, 2010:**

9 **(1) THIS TITLE APPLIES TO A POWER OF ATTORNEY CREATED**
10 **BEFORE, ON, OR AFTER OCTOBER 1, 2010;**

11 **(2) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**
12 **CONCERNING A POWER OF ATTORNEY COMMENCED ON OR AFTER OCTOBER 1,**
13 **2010;**

14 **(3) THIS TITLE APPLIES TO A JUDICIAL PROCEEDING**
15 **CONCERNING A POWER OF ATTORNEY COMMENCED BEFORE OCTOBER 1, 2010,**
16 **UNLESS THE COURT FINDS THAT APPLICATION OF A PROVISION OF THIS TITLE**
17 **WOULD SUBSTANTIALLY INTERFERE WITH THE EFFECTIVE CONDUCT OF THE**
18 **JUDICIAL PROCEEDING OR PREJUDICE THE RIGHTS OF A PARTY, IN WHICH CASE**
19 **THAT PROVISION DOES NOT APPLY AND THE SUPERSEDED LAW APPLIES; AND**

20 **(4) AN ACT DONE BEFORE OCTOBER 1, 2010, IS NOT AFFECTED**
21 **BY THIS TITLE.**

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