

SENATE BILL 851

N2

3lr2824

By: **Senator Carter**

Introduced and read first time: February 6, 2023

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

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

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

11 BY repealing and reenacting, with amendments,
12 Article – Estates and Trusts
13 Section 17–202 and 17–203
14 Annotated Code of Maryland
15 (2022 Replacement Volume and 2022 Supplement)

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

18 **Article – Estates and Trusts**

19 17–202.

20 “MARYLAND STATUTORY FORM

21 PERSONAL FINANCIAL POWER OF ATTORNEY

22 IMPORTANT INFORMATION AND WARNING

23 You should be very careful in deciding whether or not to sign this document. The powers

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



granted by you (the principal) in this document are broad and sweeping. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.

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

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

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

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

DESIGNATION OF AGENT

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

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

I, _____,

(Name of Principal)

Name the following person as my agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

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

I, _____,

(Name of Principal)

Name the following persons as coagents:

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Special Instructions Regarding Coagents: _____

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

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

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

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

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

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

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

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

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

22 SUBJECTS AND AUTHORITY

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

25 Real property – With respect to this subject, I authorize my agent to: demand, buy, sell,
26 convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise
27 acquire or reject an interest in real property or a right incident to real property; pledge or
28 mortgage an interest in real property or right incident to real property as security to borrow
29 money or pay, renew, or extend the time of payment of a debt of the principal or a debt
30 guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or
31 enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract,
32 encumbrance, lien, or other claim to real property that exists or is asserted; and manage or
33 conserve an interest in real property or a right incident to real property owned or claimed
34 to be owned by the principal, including: (1) insuring against liability or casualty or other
35 loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation
36 or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or

1 applying for and receiving refunds in connection with them; and (4) purchasing supplies,
2 hiring assistance or labor, and making repairs or alterations to the real property.

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

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

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

under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment.

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

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

Retirement plans (including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code

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

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

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

39 SPECIAL INSTRUCTIONS (OPTIONAL)

40 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

41 _____
42 _____

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

7 EFFECTIVE DATE

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

10 TERMINATION DATE (OPTIONAL)

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

13 NOMINATION OF GUARDIAN (OPTIONAL)

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

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

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

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

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

31 SIGNATURE AND ACKNOWLEDGMENT

32 _____
33 Your Signature Date

34 _____

1 Your Name Printed

2 _____

3 _____

4 Your Address

5 _____

6 Your Telephone Number

7 STATE OF MARYLAND

8 (COUNTY) OF _____

9 This document was acknowledged before me on

10 _____

11 (Date)

12 By _____ to be his/her act.

13 (Name of Principal)

14 _____ (SEAL, IF ANY)

15 Signature of Notary

16 My commission expires: _____

17 WITNESS ATTESTATION

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

19 _____

20 (Name of Principal)

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

24 _____

25 Witness #1 Signature

26 _____

27 Witness #1 Name Printed

28 _____

29 _____

30 Witness #1 Address

31 _____

32 Witness #1 Telephone Number

33 _____

1 Witness #2 Signature

2 _____
3 Witness #2 Name Printed

4 _____
5 _____
6 Witness #2 Address

7 _____
8 Witness #2 Telephone Number”

9 17–203.

10 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

11 PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

3 DESIGNATION OF AGENT

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

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

7 I, _____, name the following person
8 (Name of Principal)
9 as my agent:

10 Name of
11 Agent: _____
12 Agent's
13 Address: _____
14 Agent's Telephone
15 Number: _____

16 DESIGNATION OF COAGENTS (OPTIONAL)

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

19 I, _____,
20 (Name of Principal)

21 Name the following persons as coagents:

22 Name of Coagent: _____

23 Coagent's Address: _____

24 Coagent's Telephone Number: _____

25 Name of Coagent: _____

26 Coagent's Address: _____

27 Coagent's Telephone Number: _____

28 Special Instructions Regarding Coagents: _____

29 _____

30 _____

1 _____

2 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

4 Name of Successor Agent: _____

5 Successor Agent's

6 Address: _____

7 Successor Agent's Telephone Number: _____

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

10 Name of Second Successor

11 Agent: _____

12 Second Successor Agent's

13 Address: _____

14 Second Successor Agent's Telephone Number: _____

15 GRANT OF GENERAL AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

SUBJECTS AND AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Exercising voting rights in person or by proxy

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

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

(___) All of the above

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

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

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

1 ☐ Grant a security interest in tangible personal property or an interest in
2 tangible personal property as security to borrow money or pay, renew, or extend the time
3 of payment of a debt of the principal or a debt guaranteed by the principal

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

7 ☐ Manage or conserve tangible personal property or an interest in
8 tangible personal property on behalf of the principal, including:

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

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

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

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

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

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

18 ☐ Change the form of title of an interest in tangible personal property

19 ☐ All of the above

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

21 ☐ Buy, sell, and exchange stocks and bonds

22 ☐ Establish, continue, modify, or terminate an account with respect to
23 stocks and bonds

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

26 ☐ Receive certificates and other evidences of ownership with respect to
27 stocks and bonds

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

30 ☐ All of the above

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

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

☐ Establish, continue, modify, and terminate option accounts

☐ All of the above

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

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

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

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

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

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

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

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

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

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

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

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

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

() All of the above

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

() Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

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

() Enforce the terms of an ownership agreement

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

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

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

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

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

(2) Determine:

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

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

1 business;

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

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

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

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

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

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

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

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

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

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

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

28 (___) All of the above

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

31 (___) Continue, pay the premium or make a contribution on, modify,
32 exchange, rescind, release, or terminate a contract procured by or on behalf of the principal
33 that insures or provides an annuity to either the principal or another person, whether or

1 not the principal is a beneficiary under the contract

2 () Procure new, different, and additional contracts of insurance and
3 annuities for the principal and the principal's spouse, children, and other dependents, and
4 select the amount, type of insurance or annuity, and mode of payment

5 () Pay the premium or make a contribution on, modify, exchange, rescind,
6 release, or terminate a contract of insurance or annuity procured by the agent

7 () Apply for and receive a loan secured by a contract of insurance or
8 annuity

9 () Surrender and receive the cash surrender value on a contract of
10 insurance or annuity

11 () Exercise an election

12 () Exercise investment powers available under a contract of insurance or
13 annuity

14 () Change the manner of paying premiums on a contract of insurance or
15 annuity

16 () Change or convert the type of insurance or annuity with respect to
17 which the principal has or claims to have authority described in this section

18 () Apply for and procure a benefit or assistance under a statute or
19 regulation to guarantee or pay premiums of a contract of insurance on the life of the
20 principal

21 () Collect, sell, assign, hypothecate, borrow against, or pledge the interest
22 of the principal in a contract of insurance or annuity

23 () Select the form and timing of the payment of proceeds from a contract
24 of insurance or annuity

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

29 () All of the above

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

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

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

() Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal

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

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

() Conserve, invest, disburse, or use anything received for an authorized purpose

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

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

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

() All of the above

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

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

() Bring an action to determine adverse claims or intervene or otherwise participate in litigation

() Seek an attachment, garnishment, order of arrest, or other preliminary,

1 provisional, or intermediate relief and use an available procedure to effect or satisfy a
2 judgment, order, or decree

3 ☐ Make or accept a tender, offer of judgment, or admission of facts, submit
4 a controversy on an agreed statement of facts, consent to examination, and bind the
5 principal in litigation

6 ☐ Submit to alternative dispute resolution, settle, and propose or accept
7 a compromise

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

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

20 ☐ Pay a judgment, award, or order against the principal or a settlement
21 made in connection with a claim or litigation

22 ☐ Receive money or other thing of value paid in settlement of or as
23 proceeds of a claim or litigation

24 ☐ All of the above

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

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

30 (1) The principal's children;

31 (2) Other individuals legally entitled to be supported by the
32 principal; and

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

1 ☐ Make periodic payments of child support and other family maintenance
2 required by a court or governmental agency or an agreement to which the principal is a
3 party

4 ☐ Provide living quarters for the individuals described above by:

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

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

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

12 ☐ Pay expenses for necessary health care and custodial care on behalf of
13 the individuals described above

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

20 ☐ Continue provisions made by the principal for automobiles or other
21 means of transportation, including registering, licensing, insuring, and replacing the
22 means of transportation, for the individuals described above

23 ☐ Maintain credit and debit accounts for the convenience of the
24 individuals described above and open new accounts

25 ☐ Continue payments incidental to the membership or affiliation of the
26 principal in a religious institution, club, society, order, or other organization or to continue
27 contributions to those organizations

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

31 ☐ All of the above

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

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

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

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

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

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

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

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

() All of the above

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

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

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

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

(4) An annuity or mutual fund custodial account under Internal Revenue

1 Code Section 403(b), 26 U.S.C. § 403(b);

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

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

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

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

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

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

14 () Make contributions to a retirement plan

15 () Exercise investment powers available under a retirement plan

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

17 () All of the above

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

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

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

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

32 () Act for the principal in all tax matters for all periods before the Internal

1 Revenue Service, or other taxing authority

2 ☐ All of the above

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

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

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

20 ☐ Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
21 2513, to the splitting of a gift made by the principal's spouse in an amount for each donee
22 not to exceed the aggregate annual gift tax exclusions for both spouses

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

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

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

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

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

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

34 ☐ All of the above

1 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

2 [My agent MAY NOT] **IN ADDITION, MY AGENT MAY** do any of the following specific acts
3 for me **[UNLESS] ONLY IF** I have INITIALED the specific authority listed below:

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

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

14 ☐ **TAKE ANY OF THE ACTIONS I HAVE AUTHORIZED IN SECTION N OF THIS**
15 **POWER OF ATTORNEY IN FAVOR OF MY AGENT**

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

25 ☐ **AMEND, REVOKE, OR TERMINATE AN EXISTING INTER VIVOS TRUST IF**
26 **THE TRUST EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT**

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

31 ☐ **Create or change rights of survivorship**

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

1 attorney

2 () Authorize another person to exercise the authority granted under this power
3 of attorney

4 () Waive the principal's right to be a beneficiary of a joint and survivor annuity,
5 including a survivor benefit under a retirement plan

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

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

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

12 () Demand the delivery of the principal's will from the custodian of the will and,
13 on delivery of the principal's will, take custody of the will subject to the requirements of
14 Title 4, Subtitle 2 of the Estates and Trusts Article

15 LIMITATION ON AGENT'S AUTHORITY

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

19 SPECIAL INSTRUCTIONS (OPTIONAL)

20 You may give special instructions on the following lines:

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

28 EFFECTIVE DATE

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

31 TERMINATION DATE (OPTIONAL)

32 This power of attorney shall terminate on _____, 20_____.

1 (Use a specific calendar date)

2 NOMINATION OF GUARDIAN (OPTIONAL)

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

5 Name of Nominee for guardian of my property:

6 _____

7 Nominee's Address: _____

8 Nominee's Telephone Number: _____

9 Name of Nominee for guardian of my person:

10 _____

11 Nominee's Address: _____

12 Nominee's Telephone Number: _____

13 SIGNATURE AND ACKNOWLEDGMENT

14 _____

15 Your Signature _____ Date _____

16 _____

17 Your Name Printed

18 _____

19 _____

20 Your Address

21 _____

22 Your Telephone Number

23 STATE OF MARYLAND

24 (COUNTY) OF _____

25 This document was acknowledged before me on

26 _____,

27 (Date)

28 by _____.

29 (Name of Principal)

30 _____ (Seal, if any)

31 Signature of Notary

32 My commission expires: _____

33 WITNESS ATTESTATION

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

2 _____
3 (Name of Principal)

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

7 _____
8 Witness #1 Signature

9 _____
10 Witness #1 Name Printed

11 _____
12 _____
13 Witness #1 Address

14 _____
15 Witness #1 Telephone Number

16 _____
17 Witness #2 Signature

18 _____
19 Witness #2 Name Printed

20 _____
21 _____
22 Witness #2 Address

23 _____
24 Witness #2 Telephone Number

25 This document prepared by:

26 _____
27 _____

28 IMPORTANT INFORMATION FOR AGENT

29 Agent's Duties

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

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

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

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

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

(Principal’s Name) by (Your Signature) as Agent

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

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

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

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

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

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

Termination of Agent’s Authority

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

(1) Death of the principal;

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

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

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

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

Liability of Agent

1 The meaning of the authority granted to you is defined in the Maryland Power of Attorney
2 Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland Power of
3 Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the authority
4 granted, you may be liable for any damages caused by your violation.

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

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
8 October 1, 2023.