

MARYLAND POWER OF ATTORNEY FORM

IMPORTANT INFORMATION AND WARNING

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

I. DESIGNATION OF AGENT

I, the Principal, name the following person as my agent:

Name of Principal: _____

Address of Principal: _____

Name of Agent: _____

Address of Agent: _____

Telephone of Agent: _____

II. 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: _____

Address of Successor Agent: _____

Telephone of Successor Agent: _____

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

Name of Second Successor Agent: _____

Address of Second Successor Agent: _____

Telephone of Second Successor Agent: _____

III. GRANT OF GENERAL AUTHORITY

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

1. Demand, receive, and obtain by litigation or otherwise, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;
2. Contract in any manner with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;
3. Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the principal's property and attaching it to this power of attorney;
4. Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;
5. Seek on the principal's behalf the assistance of a court or other 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 any representative or employee 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 any lawful act with respect to the subject and all property related to the subject.

SUBJECTS OF AUTHORITY

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

(Check the box next to each subject you want to include in the agent's authority. If you wish to grant authority for all of the subjects you may check "All Preceding Subjects".)

- ☐ Real property
- ☐ Tangible personal property
- ☐ Stocks and bonds
- ☐ Commodities and options
- ☐ Banks and other financial institutions
- ☐ Operation of entity or business
- ☐ Insurance and annuities
- ☐ Estates, trusts, and other beneficial interests
- ☐ Claims and litigation
- ☐ Personal and family maintenance
- ☐ Benefits from governmental programs or civil or military service
- ☐ Retirement plans
- ☐ Taxes
- ☐ Digital assets
- ☐ All Preceding Subjects

IV. GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have checked the specific authority listed below:

(Check the box next to each power you want to include in the agent's authority.)

- ☐ Create, amend, revoke, or terminate an inter vivos trust
- ☐ Make a gift, subject to the limitations of the Maryland Uniform Power of Attorney Act and any special instructions in this power of attorney
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Authorize another person to exercise the authority granted under this power of attorney
- ☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that the principal has authority to delegate
- ☐ Disclaim or refuse an interest in property, including a power of appointment

V. LIMITATION ON AGENT'S AUTHORITY

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

VI. SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

VII. EFFECTIVE DATE

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

VIII. NOMINATION OF GUARDIAN (OPTIONAL)

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

Name of Nominee for guardian of my property: _____

Address: _____

Telephone: _____

Name of Nominee for guardian of my person: _____

Address: _____

Telephone: _____

IX. RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

X. SIGNATURE AND ACKNOWLEDGMENT

PRINCIPAL

Signature: _____

Print Name: _____

Date: ____ day of _____, 20____

Address: _____

Telephone: _____

WITNESSES

This document was signed by the Principal in our presence.

Witness 1

Signature: _____

Print Name: _____

Date: ____ day of _____, 20____

Address: _____

Witness 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Address: _____

NOTARY PUBLIC

STATE OF MARYLAND

COUNTY OF _____

This document was acknowledged before me on the _____ day of _____, 20____, by
_____ (Name of Principal).

Signature of Notary: _____

(Seal, if any)

My commission expires: _____ day of _____, 20____

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IMPORTANT INFORMATION FOR AGENT

Agent's Duties

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

- 1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;**
- 2. Act in good faith;**
- 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. Act with care, competence, and diligence;**
- 4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;**
- 5. 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**
- 6. 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**

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

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