

MARYLAND DURABLE PERSONAL FINANCIAL POWER OF ATTORNEY

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(s) (your agent) to make decisions concerning your property for you (the principal). Your agent(s) 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(s). Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent(s) resigns or is unable to act for you.

You need not grant all the powers listed below and may give the agent(s) only those limited powers that you specifically indicate. You should very carefully weigh your decision as to what powers you give your agent(s). If you choose to make a grant of limited authority, you should check the boxes that identify the specific authorization you choose to give your agent(s).

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

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

This form provides for the designation of two agents. If you wish to name more than two agents, you may name the additional agents in the Special Instructions.

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

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(S)

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: _____

(If applicable)

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____
Successor Agent's Address: _____
Successor Agent's Telephone Number: _____

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

Name of Second Successor Agent: _____
Second Successor Agent's Address: _____
Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

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

- (1) Contract with another person, on terms agreeable to the agent(s), 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;
- (2) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent(s) considers desirable to accomplish a purpose of a transaction;
- (3) 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;
- (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) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;



- (6) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and
- (7) 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. 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

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

Real Property – With respect to this category, I authorize my agent(s) to:

☐ Demand, buy, sell, convey, 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;

☐ 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.

☐ All of the above

Stocks and Bonds – With respect to this subject, I authorize my agent(s) to:

☐ Buy, sell, and exchange stocks and bonds

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

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

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

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

☐ All of the above

Banks and Other Financial Institutions – With respect to this subject, I authorize my agent(s) 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(s)

☐ 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

☐ Apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution

☐ All of the above

Insurance and Annuities – With respect to this subject, I authorize my agent(s) to:

☐ Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract

☐ Procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment

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

☐ Apply for and receive a loan secured by a contract of insurance or annuity

☐ Surrender and receive the cash surrender value on a contract of insurance or annuity

☐ Exercise an election

☐ Exercise investment powers available under a contract of insurance or annuity

☐ Change the manner of paying premiums on a contract of insurance or annuity



☐ Change or convert the type of insurance or annuity with respect to which the principal has or claims 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

☐ All of the above

Claims and Litigation – With respect to this subject, I authorize my agent(s) 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

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

☐ All of the above

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(s) 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

☐ 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

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 Section 403(b), 26 U.S.C. § 403(b);
- (5) A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);
- (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and
- (7) A nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. § 409(A) –

With respect to this subject, I authorize my agent(s) to:

☐ Select the form and timing of payments under a retirement plan and withdraw benefits from a plan

☐ Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another

☐ Establish a retirement plan in the principal's name

☐ Make contributions to a retirement plan

☐ Exercise investment powers available under a retirement plan

☐ Borrow from, sell assets to, or purchase assets from a retirement plan.

☐ All of the above

(I recognize that granting my agent(s) the authority to create or change a beneficiary designation for a retirement plan may affect the benefits that I may receive if that authority is exercised. If I grant my agent(s) the authority to designate the agent(s), the agent(s)' spouse, or a dependent of the agent(s) as a beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may make the property subject to that authority taxable as a part of the agent(s)' estate. Therefore, if I wish to authorize my agent(s) to create or change a beneficiary designation for any retirement plan, and in particular if I wish to authorize the agent(s) to designate as my beneficiary the agent(s), the agent(s)' spouse, or a dependent of the agent(s), I will explicitly state this authority in the Special Instructions section that follows or in a separate power of attorney.)

Taxes – With respect to this subject, I authorize my agent(s) to:

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



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

☐ Exercise elections available to the principal under federal, state, local, or foreign tax law

☐ Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority

☐ All of the above

Digital Assets – With respect to this subject, in accordance with the Maryland Fiduciary Access to Digital Assets Act, my agent(s) shall have authority over and the right to access:

☐ The content of any of my electronic communications

☐ Any catalogue of electronic communications sent or received by me

☐ Any other digital asset in which I have a right or interest

☐ All of the above

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

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

☐ Create an inter vivos trust, or amend, revoke, or terminate an existing inter vivos trust if the trust expressly authorizes that action by the agent(s)

☐ Make a gift, subject to any special instructions in this power of attorney

☐ Create or change rights of survivorship

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

☐ 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



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

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

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.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

EFFECTIVE DATE

- ☐ This power of attorney is effective immediately.
- ☐ This power of attorney is effective on _____, 20 _____.
- ☐ This power of attorney is effective upon the disability or incapacity of the principal.
- ☐ This power of attorney is effective upon the occurrence of the following event or contingency: _____.

TERMINATION DATE

This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

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: _____
Nominee's Address: _____
Nominee's Telephone Number: _____

Name of Nominee for guardian of my person: _____
Nominee's Address: _____
Nominee's Telephone Number: _____



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

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

Name of designated agent: _____

Designated agent's address: _____

Designated agent's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

Principal's Signature: _____ Date: _____

(If applicable)

by:

Representative's Name Printed: _____

Representative's Signature _____

signing on behalf of:

Principal's Name Printed: _____

Principal's Address: _____

Principal's Telephone Number: _____

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

This document was acknowledged before me on _____, by _____ [Name of Principal/Representative] to be his/her act.

(Seal, if any)

Signature of Notary

My commission expires: _____

WITNESS ATTESTATION



The foregoing power of attorney was, on the date written above, published and declared by _____[Name of Principal] in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Witness #1 Signature

Witness #1 Name Printed

Witness #1 Address

Witness #1 Telephone Number

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address

Witness #2 Telephone Number

This document prepared by:



IMPORTANT INFORMATION FOR AGENT(S)

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 on 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 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

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.

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

State of _____
County of _____



I, _____ [Name of Agent], certify under penalty of perjury that
_____ [Name of Principal] granted me authority as an agent or successor
agent in a power of attorney dated _____.

I, further certify that to my knowledge:

(1) The Principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney and the power of attorney and my authority to act under the power of attorney have not terminated;

(2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) _____ [Insert other relevant statements]

(If applicable)

State of _____
County of _____

I, _____ [Name of Coagent], under penalty of perjury that
_____ [Name of Principal] granted me authority as an agent or successor
agent in a power of attorney dated _____.

I, further certify that to my knowledge:

(1) The Principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney and the power of attorney and my authority to act under the power of attorney have not terminated;

(2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) _____ [Insert other relevant statements]

SIGNATURE AND ACKNOWLEDGMENT

Agent's Signature: _____ Date: _____

Agent's Name Printed: _____

Agent's Address: _____

Agent's Telephone Number: _____

(If applicable)

Coagent's Signature: _____ Date _____

Coagent's Name Printed: _____



Coagent's Address: _____
Coagent's Telephone Number: _____

NOTARY PUBLIC

State of _____
County of _____

This document was acknowledged before me on
_____, by _____ [Name of Agent].

Signature of Notary _____

(Seal, if any)

My commission expires: _____
This document prepared by: _____

(If applicable)

State of _____
County of _____

This document was acknowledged before me on
_____, by _____ [Name of Coagent].

Signature of Notary _____

(Seal, if any)

My commission expires: _____
This document prepared by: _____

