

MARYLAND LIMITED (SPECIAL) 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 (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. The agent's authority will commence and terminate as specifically stated in this document, reflecting the limited and specific nature of the tasks for which this power of attorney is enacted.

You need not grant all the powers listed below and may give the agent only those limited powers that you specifically indicate. You should very carefully weigh your decision as to what powers you give your agent. 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.

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

Your agent is not entitled to compensation unless you indicate otherwise in the special instructions of this power of attorney. If you indicate that your agent is to receive compensation, your agent is entitled to reasonable compensation or compensation as specified in the Special Instructions with clear definitions of when and how each agent's power will be enacted and ceased.

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 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 SPECIFIC AUTHORITY

I ("the principal") grant my agent(s) and any successor agent(s), with respect to following subjects, the specific authority to do all acts that I could do to:

This authority is confined strictly to the acts specified here and does not extend to any other acts. It will be valid for the period stated in the Effective Date section, unless I have stated otherwise in a subsequent legal document or in the Special Instructions of this document.

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 (Check one):

- immediately
- on _____, 20__
- upon the occurrence of the following event or contingency: _____
- upon the incapacity of the principal

(If applicable)

This power of attorney will remain in effect until (Check one):

- _____, 20__, unless earlier revoked or terminated by the specific conditions stated in the Termination.
- the occurrence of the following condition: _____, unless earlier revoked or terminated by the specific conditions stated in the Termination Date.
- _____, 20__, or upon the occurrence of the following condition: _____, whichever occurs earlier, unless earlier revoked or terminated by the specific conditions stated in the Termination Date

TERMINATION DATE

Regular Limited Power of Attorney. This power of attorney will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney
4. My death.
5. Upon my disability or incapacity, if the power of attorney is not durable.

Durable Limited Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time but will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney.



4. My death.

Any action taken by the agent under this power of attorney before its termination in reliance upon it will be valid unless the third party knew or should have known of the termination.

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: _____

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

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: _____

