

MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

PLEASE READ CAREFULLY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). You need not give to your agent all the authorities listed below and may give the agent only those limited powers that you specifically indicate. This power of attorney gives your agent the right to make limited decisions for you. You should very carefully weigh your decision as to what powers you give your agent. 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.

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.

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.

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.

This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement 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.

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

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

DESIGNATION OF AGENT

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

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

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 with another 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 a schedule contemporaneously or at a later time listing some or all of the principal's property and attaching the schedule 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 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.

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

MY AGENT 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 THE AUTHORITY TO TAKE ACTIONS THAT COULD SIGNIFICANTLY REDUCE YOUR PROPERTY OR CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. INITIAL ONLY THE SPECIFIC AUTHORITY YOU WANT TO GIVE YOUR AGENT.)

- CREATE, AN INTER VIVOS TRUST, OR AMEND, REVOKE, OR TERMINATE AN EXISTING INTER VIVOS TRUST EXPRESSLY AUTHORIZES THAT ACTION BY THE AGENT
- 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
- AUTHORIZE ANOTHER PERSON TO EXERCISE THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY
- EXERCISE FIDUCIARY POWERS THAT THE PRINCIPAL HAS AUTHORITY TO DELEGATE
- DISCLAIM OR REFUSE AN INTEREST IN PROPERTY, INCLUDING A POWER OF APPOINTMENT

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:
Documents pertaining to the settlement of property known as**

No. _____

EFFECTIVE DATE

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

SIGNATURE AND ACKNOWLEDGMENT

Your Signature (Principal)

Date

Your Name Printed (Principal)

Your Address (Principal)

Your Telephone Number (Principal)

STATE OF _____
COUNTY OF _____

This document was acknowledged before me on
_____,
(Date)

By _____.
(Name of Principal)

Signature of Notary (SEAL, IF ANY)
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

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:

_____ by _____
(Principal's Name) (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 Power of Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the 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 ON 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) THIS AFFIDAVIT IS APPLICABLE TO THE DELEGATION OF AUTHORITY CONFERRED WITH RESPECT TO THAT REAL PROPERTY KNOWN AS:**

(LIST ADDRESS OF PROPERTY)

SIGNATURE AND ACKNOWLEDGMENT

AGENT'S SIGNATURE **DATE**

AGENT'S NAME PRINTED

AGENT'S ADDRESS

AGENT'S TELEPHONE NUMBER

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME ON
_____, (DATE)

BY _____ (NAME OF AGENT)
_____ (SEAL, IF ANY)

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

THIS DOCUMENT PREPARED BY:

Data/poas/power of attorney 2011

INSTRUCTIONS FOR COMPLETING
STATUTORY FORM LIMITED POWER OF ATTORNEY

PAGE 1: PRINT YOUR NAME, ADDRESS AND TELEPHONE NUMBER

PAGE 2: PARAGRAPH (A) YOU MUST INITIAL IN BOTH PARANTHESES ()

PAGE 3: OPTIONAL: ONLY INITIAL ANY WHICH YOU WISH TO GIVE
AUTHORITY TO AGENT

PAGE 4: OPTIONAL ONLY INITIAL ANY WHICH YOU WISH TO GIVE AUTHORITY
TO AGENT

PAGE 4: SIGN AND DATE AT BOTTOM

PAGE 5: PRINT YOUR ADDRESS AND TELEPHONE NUMBER

PAGE 5: NOTARY TAKES ACKNOWLEDGMENT, SIGNS, DATES AND AFFIXES
SEAL

PAGE 5: WITNESS # 1 SIGNS, AND PRINTS NAME, ADDRESS AND TELEPHONE
#

PAGE 6: WITNESS # 2 SIGNS,, AND PRINTS NAME, ADDRESS AND TELEPHONE
#

DO NOT COMPLETE OR SIGN PAGE 8:

PAGE 8: TO BE COMPLETED AT SETTLEMENT BY AGENT AND RESIDENTIAL
TITLE NOTARY

PROOF POSITIVE IDENTIFICATION AFFIDAVIT: NOTARY TO COMPLETE, AFFIX
SEAL AND MUST ATTACH COPY OF DRIVER'S LICENSE / ID OF PARTIES BEING
NOTARIZED.

DRIVERS LICENSE(S) MUST BE ATTACHED TO THIS FORM

POSITIVE PROOF IDENTIFICATION & NOTARY SIGNATURE AFFIDAVIT

STATE OF _____

COUNTY OF _____

Please have the Notary Public complete the following:

Notary Name (Please Print)

Notary Address:

Notary Phone Number: (include area code):

Witnesses' Printed Names:

NOTARY:

Please **make a copy of Driver's License(s) or other valid identification** and return with the documents. Please include the printed version of all witnesses' names so that we may type them under their signatures.

I, the above described Notary Public, hereby certify that I have check the identification of those parties who have signed before me and I have attached copies of their Driver's Licenses(s) or other valid identification. I have verified them to be the same as those described in the instruments acknowledged by me.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

DRIVERS LICENSE(S) MUST BE ATTACHED TO THIS FORM