

AN ACT

To amend section 2106.18 and to enact sections 1337.18, 1337.19, and 1337.20 of the Revised Code to permit a surviving spouse to take a motorcycle as one of the two automobiles the surviving spouse may receive outside of probate, to create a statutory form for the creation of a power of attorney, to set forth the general powers of an attorney in fact under a power of attorney, and to provide for the construction of the powers of an attorney in fact under a power of attorney created by use of the statutory form.

Be it enacted by the General Assembly of the State of Ohio:

SECTION 1. That section 2106.18 be amended and sections 1337.18, 1337.19, and 1337.20 of the Revised Code be enacted to read as follows:

Sec. 1337.18. (A) The following form may be used to create a power of attorney:

Power of Attorney

[The powers granted by this document are broad and sweeping. They are explained in Ohio Revised Code section 1337.20. If you have any questions about these powers, obtain legal advice. You can use any different form of power of attorney you may desire. This document does not authorize anyone to make health-care decisions for you. You can revoke this power of attorney at any time.]

Principal (Person Granting the Power)

Name:

.....

Address:

.....

.....

Telephone:

.....

1. Notice to Principal.

As the principal, you are using this document to give authority to another person, known as your agent or attorney-in-fact, to make decisions regarding your money and property. Your agent will have the powers that you indicate below to make decisions about your money and property without advance notice to you or approval by you.

Unless expressly authorized in the power of attorney, a power of attorney does not grant authority to an agent to do any of the following:

(a) Create, modify, or revoke a trust;

(b) Fund with your property a trust not created by you or a person authorized to create a trust for your benefit;

(c) Make or revoke a gift of your property in trust or otherwise;

(d) Create or change rights of survivorship in your property or in property in which you may have an interest;

(e) Designate or change the designation of a beneficiary to receive any property, benefit, or contractual right on your death, such as insurance benefits and retirement benefits;

(f) Create in the agent or a person to whom the agent owes a legal duty of support the right to receive property, a benefit, or a contractual right in which you have an interest;

(g) Delegate the powers granted under the power of attorney to another person.

(h) Elect or change a retirement allowance plan of payment on your behalf under Ohio Revised Code Chapter 145., 742., 3305., 3307., 3309., or 5505., other than a joint and survivor annuity leaving one-half to your spouse if you are married, a single life annuity if you are single, or any plan that includes a partial lump sum option; except that no express authority is necessary to elect a plan that meets the minimum requirements of a court order to elect a plan that will pay a lifetime benefit to a former spouse.

(i) If authorized under Ohio Revised Code section 145.814, change an election made under Ohio Revised Code section 145.19 or 145.191.

(j) Terminate your membership in the public employees retirement system, state teachers retirement system, school employees retirement system, Ohio police and fire pension fund, or state highway patrol retirement system by withdrawing your accumulated employee contributions.

The powers that you give to your agent are explained more fully in Ohio Revised Code sections 1337.19 and 1337.20. If you have any questions about this document or the powers that you are giving to your agent, you should obtain legal advice.

2. Notice to Agent.

Once you accept designation as the agent under this document or exercise authority granted to you by the principal, a fiduciary relationship is created between you and the principal. Unless otherwise modified in this power of attorney, your duties include the duty to do all of the following:

(a) Act in good faith, with reasonable care for the best interests of the principal;

(b) Take no action beyond the scope of the authority given to you in this document;

(c) Keep complete record of all receipts, disbursements, and transactions conducted for the principal.

If you violate the terms of this document or the fiduciary duties created by this relationship, you will be liable to the principal or the principal's successors for loss or damage caused by your violation.

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

3. Designation of Agent(s).

I, the above-named principal, hereby appoint and designate the following as my Attorney(s)-in-Fact. (Insert the name(s), address(es), and telephone number(s) of your agent(s) below. If more space is needed, you may attach additional sheets.)

<u>Name:</u>	<u>Name:</u>
.....
<u>Address:</u>	<u>Address:</u>
.....
.....
<u>Telephone:</u>	<u>Telephone:</u>
.....

4. Designation of Successor Agent(s).

(Optional: acts if any named Agent dies, resigns, or is otherwise unable to act or serve.)

I, the above-named principal, hereby appoint and designate the following as my successor Agent(s).

<u>First Successor:</u>	<u>Second Successor:</u>
<u>Name:</u>	<u>Name:</u>
.....
<u>Address:</u>	<u>Address:</u>
.....
.....
<u>Telephone:</u>	<u>Telephone:</u>
.....

[If more than one Agent is designated, check the box in front of one of the following statements.]

[] Each Agent may independently exercise the powers granted.

[] All Agents must jointly exercise the powers granted.

[] A majority in number of Agents must jointly exercise the powers granted. Any person can rely on a statement by a successor Agent that he or she is properly acting under this document and may rely conclusively on any action or decision made by that successor Agent. That person does not have to make any further investigation or inquiry.

5. Grant of Power.

I, the above-named Principal hereby appoint the above named Agent(s) to act as my agent(s) in any way that I could act with respect to the following matters, as each of them is defined in Ohio Revised Code section 1337.20:

[To grant all of the following powers, initial the line in front of (W) and ignore the lines in front of the other powers. To grant one or more, but fewer than all, of the following powers, initial the line in front of each power you are granting. To withhold a power, do not initial the line in front of it. You may, but need not, cross out each power withheld.]

Initial

- (A) Real property transactions
- (B) Tangible personal property transactions
- (C) Stock and bond transactions
- (D) Commodity and option transactions
- (E) Banking and other financial institution transactions
- (F) Business operating transactions
- (G) Proprietary interests and materials transactions
- (H) Insurance and annuity transactions
- (I) Retirement plan transactions
- (J) Safe deposit box transactions
- (K) Estate, trust, and other beneficiary transactions
- (L) Borrowing transactions
- (M) Fiduciary transactions
- (N) Personal relationships and affairs
- (O) Benefits from Social Security, Medicare, Medicaid, and other governmental programs, or military service
- (P) Records, reports, and statements
- (Q) Tax matters
- (R) Licenses
- (S) Access to documents

- (T) Employment of agents
- (U) Power to delegate
- (V) Claims and litigation
- (W) All powers listed above

Special Instructions:

[On the following lines or on additional pages you may give special instructions limiting or extending the powers granted to your Agent.]

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6. Commencement and Duration of Power.

This power of attorney is effective:

[Check the appropriate box below to the left of your choice. If you do not check any box, this power of attorney will become effective when you sign it.]

Immediately.

Upon my incapacity as determined by the following person or persons and set forth in an affidavit:

.....

.....

Upon my incapacity as determined by two physicians and set forth in an affidavit.

Upon the following future date or event:

.....

.....

This power of attorney shall terminate:

[Check the appropriate box below to the left of your choice. If you do not check any box, this power of attorney will terminate upon your death.]

Upon my death.

Upon my incapacity as determined by the following person or persons and set forth in an affidavit:

.....

.....

Upon my incapacity as determined by two physicians and set forth in an affidavit.

Upon the following future date or event:

.....

.....

7. Durability of Power.

[The authority granted in this power of attorney can be effective even during a period of disability. Check the appropriate box below if you want this power of attorney to be effective or to not be effective during any period of disability.]

This power of attorney will continue in force and effect even during any period in which I am disabled.

This power of attorney will not be in force and will have no effect during any period in which I am disabled.

8. Obtaining Personal Health Information.

My Agent shall be treated as my personal representative for all purposes relating to my Personal Health Information as provided in 45 CFR 164.502(g)(2) and for the Health Insurance Portability and Accountability Act of 1996.

My Agent shall not be treated as my personal representative for any purposes relating to my Personal Health Information as provided in 45 CFR 164.502(g)(2) and for the Health Insurance Portability and Accountability Act of 1996.

9. Compensation of Agent.

[Your Agent will be reimbursed for all reasonable expenses incurred in acting under this power of attorney. Check the appropriate box below to indicate whether you want your Agent also to be reasonably paid or not to be paid for services rendered as Agent.]

My Agent is entitled to reasonable compensation for services rendered as Agent under this power of attorney.

My Agent shall not receive any compensation for services rendered as Agent under this power of attorney.

10. Exoneration of Agent(s).

My Agent is released from any liability to me and my estate arising out of the acts or failures to act of my Agent, except for willful misconduct or gross negligence. I agree to indemnify and hold my Agent harmless against any liability or expense, including attorney's fees, that my Agent may incur as the result of acting or failing to act under this instrument, except for liability and expense resulting from willful misconduct or gross negligence.

11. Exoneration of Third Parties.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

12. Self-Dealing.

[With respect to the Agent's right to or not to enter into transactions with you, check the box in front of one of the following statements.]

[] My Agent can enter into transactions with me or in my behalf in which my Agent is personally interested as long as the terms of the transaction are fair to me, notwithstanding any law prohibiting acts of self-dealing.

[] My Agent cannot enter into transactions with me or in my behalf in which my Agent is personally interested.

13. Property to Which this Instrument Applies.

[Your Agent will have authority over some or all of your property. Check the appropriate box below to indicate whether your Agent's authority is over all of your property or over only some of your property. If your Agent's authority is over only some of your property, identify the property not subject to this power of attorney.]

[] This instrument will apply to all of my property, real or personal, wherever located.

[] This instrument will apply to all of my property, real or personal, wherever located except for the following:

[On the following lines or on additional pages you may list property not subject to this power of attorney.]

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.....
.....

14. Amending and Revocation.

I may amend or revoke this power of attorney at any time by a signed instrument delivered to my Agent. If this instrument has been filed or recorded in public records, then any amendment or revocation also will be similarly filed or recorded, but a similar filing or recording of the amendment or revocation will not be necessary to effectuate the amendment or revocation with respect to my Agent and to all persons who have actual knowledge of the amendment or revocation.

15. Nomination of Guardian.

[With respect to your right to nominate a guardian of your person or estate, or both, check the box in front of one of the following statements.]

[] If a guardian or conservator is ever needed for my estate, I nominate my Agent or any other person that my Agent nominates as my guardian or conservator. This nomination revokes any other nomination I may have made in any other document dated prior to the date of this power of

appropriate division of that section and the power or powers to be incorporated.

Sec. 1337.19. By executing a power of attorney in the form set forth in division (A) of section 1337.18 of the Revised Code or any other power of attorney that incorporates by reference a power set forth in section 1337.20 of the Revised Code, the principal, except as modified in the power of attorney, authorizes the attorney in fact with respect to that power to do all of the following:

(A) Demand, receive, and obtain by litigation or otherwise money or any other thing of value to which the principal is, may become, or claims to be entitled and conserve, invest, disburse, or use anything so received for the purposes intended;

(B) Contract in any manner with any person, on terms agreeable to the attorney in fact, to accomplish a purpose of a transaction, and perform, rescind, reform, release, or modify the contract or another contract made by or for the principal;

(C) Execute, acknowledge, seal, and deliver a deed, revocation, mortgage, security interest, lease, notice, check, promissory note, electronic funds transfer, release, or other instrument or communication the attorney in fact considers desirable to accomplish a purpose of a transaction;

(D) Prosecute, defend, submit to arbitration, settle, 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;

(E) Seek on the principal's behalf the assistance of a court to carry out an act authorized by the power of attorney;

(F) Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant;

(G) Keep appropriate records of each transaction, including an accounting of receipts and disbursements;

(H) Prepare, execute, and file a record, report, or other document the attorney in fact considers desirable to safeguard or promote the principal's interest under a statute or governmental regulation;

(I) Reimburse the attorney in fact for expenditures properly made by the attorney in fact in exercising the powers granted by the power of attorney;

(J) Do any other lawful act with respect to the power of attorney.

Sec. 1337.20. Except as modified by the principal, a power of attorney created by use of the form set forth in section 1337.18 of the Revised Code or any other power of attorney that incorporates by reference any of the powers set forth below shall be construed as follows:

(A) Language in a power of attorney that grants power with respect to

transactions concerning real property authorizes the attorney in fact to do all of the following:

(1) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire an interest in real property, a right incident to real property, or real property held in an undisclosed trust;

(2) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease, sublease, or otherwise dispose of an interest in real property or a right incident to real property;

(3) Release, assign, satisfy, and enforce by litigation or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted;

(4) Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by the principal, including, but not limited to, all of the following:

(a) Insure against a casualty, liability, or loss;

(b) Obtain or regain possession or protect, by litigation or otherwise;

(c) Pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with taxes or assessments;

(d) Purchase supplies, hire assistance or labor, and make repairs or alterations;

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

(6) Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold, directly or indirectly, shares of stock or obligations received in a plan of reorganization, and act with respect to them, including, but not limited to, all of the following:

(a) Sell or otherwise dispose of the shares or obligations;

(b) Exercise or sell an option, conversion, or similar right with respect to the shares or obligations;

(c) Vote shares in person or by proxy;

(7) If specifically authorized in the power of attorney, change the form of title of an interest in or right incident to real property;

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

(B) Language in a power of attorney granting power with respect to transactions concerning tangible personal property authorizes the attorney in fact to do all of the following:

(1) Accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;

(2) Sell, exchange, convey with or without covenants, release, surrender, create a security interest in, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;

(3) Release, assign, satisfy, or enforce, by litigation or otherwise, a security interest, lien, or other claim with respect to tangible personal property or an interest in tangible personal property;

(4) Do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property, including, but not limited to, all of the following:

(a) Insure against casualty, liability, or loss;

(b) Obtain or regain possession, or protect, by litigation or otherwise;

(c) Pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with taxes or assessments;

(d) Move from place to place;

(e) Store for hire or on a gratuitous bailment;

(f) Use, alter, and make repairs or alterations;

(5) If specifically authorized in the power of attorney, change the form of title of an interest in or right incident to tangible personal property.

(C) Language in a power of attorney granting power with respect to transactions concerning stocks and bonds authorizes the attorney in fact to do all of the following:

(1) Buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly or indirectly, except commodity futures contracts and call and put options on stocks and stock indexes;

(2) Receive certificates and other evidences of ownership with respect to securities;

(3) Exercise voting rights with respect to securities in person, in writing, or by proxy;

(4) Enter into voting trusts;

(5) Consent to limitations on the right to vote.

(D) Language in a power of attorney granting power with respect to transactions concerning commodities and options authorizes the attorney in

fact to do all of the following:

(1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated option exchange;

(2) Establish, continue, modify, and terminate option accounts with a broker.

(E) Language granting power with respect to transactions concerning banks and other financial institutions authorizes the attorney in fact to do all of the following:

(1) Continue, modify, and terminate an account or other banking arrangement made by or for the principal;

(2) Establish, modify, 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 attorney in fact;

(3) Contract to procure other services available from a financial institution as the attorney in fact considers desirable;

(4) Withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;

(5) Receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them;

(6) Borrow money at an interest rate agreeable to the attorney in fact and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;

(7) 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, make funds transfers, receive the cash or other proceeds of those transactions, and accept and pay when due a draft drawn by a person upon the principal;

(8) Receive and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;

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

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

(F) Language in a power of attorney granting power with respect to operating a business authorizes the attorney in fact to do all of the following:

(1) Operate, buy, sell, enlarge, reduce, or terminate a business interest;

(2) Subject to the terms of a partnership agreement or operating agreement, do all of the following:

(a) Perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have, under the partnership agreement or operating agreement;

(b) Enforce the terms of the partnership agreement or operating agreement by litigation or otherwise;

(c) Defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in a partnership or limited liability company;

(3) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of a bond, share, or similar instrument;

(4) With respect to a business controlled by the principal, do all of the following:

(a) Continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity by or for the principal with respect to the business before execution of the power of attorney;

(b) Determine all of the following:

(i) The location of its operation;

(ii) The nature and extent of its business;

(iii) The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

(iv) The amount and types of insurance carried;

(v) The mode of engaging, compensating, and dealing with its accountants, attorneys, and other attorneys in fact and employees;

(c) Change the name or form of organization under which the business is operated and enter into a partnership agreement or operating agreement with other persons or organize a corporation or other business entity to take over all or part of the operation of the business;

(d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business, and control and disburse the money in the operation of the business;

(5) Put additional capital into a business in which the principal has an interest;

(6) Join in a plan of reorganization, consolidation, or merger of the business;

(7) Sell or liquidate a business or part of it at the time and upon the terms the attorney in fact considers desirable;

(8) Establish the value of a business under a buy-out agreement to which the principal is a party;

(9) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that the attorney in fact considers desirable and make related payments;

(10) Pay, compromise, or contest taxes or assessments and do any other act that the attorney in fact considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

(G) Language in a power of attorney granting power with respect to proprietary interests and materials transactions authorizes the attorney in fact in connection with or with respect to any artistic, domestic, intellectual, literary, mechanical, scientific, or other proprietary interest or material to do all of the following:

(1) Abandon, apply for, extend, maintain, modify, receive, renew, secure, or terminate any protection by copyright, patent, registration, or other mechanism for any composition, design, device, discovery, formula, invention, mark, name, process, program, recipe, service mark, trademark, trade name, or other protectable intangible or tangible endeavor or work;

(2) Appeal from, compromise, conduct, defend, intervene in, participate in, prosecute, settle, or terminate any proceeding before any administrative, judicial, or other agency, board, body, commission, court, examiner, judge, magistrate, officer, or other official or tribunal with jurisdiction of any proprietary interest or material;

(3) Arrange or contract for payment or receipt of any charges, fees, royalties, or other payments for assignment, license, sale, transfer, use, or other exploitation of any proprietary interest or material;

(4) Deal in and with any business data, business or trade secret, business method, client or customer list, dealership, franchise, license, manufacturing process, or other proprietary interest or material.

(H) Language in a power of attorney granting power with respect to insurance and annuities authorizes the attorney in fact to do all of the following:

(1) Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or for 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:

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

(3) Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the attorney in fact:

(4) Apply for and receive a loan on the security of a contract of insurance or annuity:

(5) Surrender and receive the cash surrender value:

(6) Exercise an election that is not specifically prohibited:

(7) Change the manner of paying premiums:

(8) Change or convert the type of insurance or annuity, with respect to which the principal has or claims to have a power described in this section:

(9) If specifically authorized in the power of attorney, change the beneficiary of a contract of insurance or annuity designated by the principal:

(10) Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal:

(11) Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity:

(12) 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 its proceeds or liability accruing by reason of the tax or assessment.

(I)(1) Except for the restrictions set forth in division (I)(2) of this section, language in a power of attorney granting power with respect to retirement plan transactions authorizes the attorney in fact to do all of the following:

(a) Contribute to, withdraw from, and deposit funds in any type of retirement plan, including, but not limited to, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan, or other type of employee benefit plan:

(b) Select and change payment options for the principal under any retirement plan:

(c) Make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts:

(d) Exercise all investment powers available under any type of self-directed retirement plan.

(2) Unless specifically authorized in a power of attorney, language in a

power of attorney granting power with respect to retirement plan transactions does not authorize the attorney in fact to do any of the following:

(a) Elect or change a retirement allowance plan of payment on the principal's behalf under Chapter 145., 742., 3305., 3307., 3309., or 5505. of the Revised Code, other than a joint and survivor annuity leaving one-half to the spouse if the principal is married, a single life annuity if the principal is single, or any plan that includes a partial lump sum option; except that no express authority is necessary to elect a plan that meets the minimum requirements of a court order to elect a plan that will pay a lifetime benefit to a former spouse.

(b) If authorized under section 145.814 of the Revised Code, change an election made under section 145.19 or 145.191 of the Revised Code;

(c) Terminate the principal's membership in the public employees retirement system, state teachers retirement system, school employees retirement system, Ohio police and fire pension fund, or state highway patrol retirement system by withdrawing the principal's accumulated employee contributions.

(J) Language in a power of attorney granting power with respect to safe deposit transactions authorizes the attorney in fact to do all of the following:

(1) Open, continue, and have access to all safe deposit boxes;

(2) Sign, renew, release, or terminate any safe deposit contract;

(3) Drill or surrender any safe deposit box.

(K)(1) Language in a power of attorney granting power with respect to estates, trusts, and other relationships in which the principal is a beneficiary authorizes the attorney in fact to act for the principal in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which the principal is, may become, or claims to be entitled as a beneficiary to a share or payment, including all of the following:

(a) Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund;

(b) Demand or obtain by litigation or otherwise money or any other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund;

(c) Initiate, participate in, and oppose 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;

(d) Initiate, participate in, and oppose litigation to remove, substitute, or

surcharge a fiduciary:

(e) Conserve, invest, disburse, and use anything received for an authorized purpose;

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

(g) Transfer an interest of the principal in real property to any trustee or trustees of an undisclosed trust for the benefit of the principal;

(h) If specifically authorized in the power of attorney, designate or change the designation of a beneficiary to receive any property, benefit, or contractual right on the principal's death.

(2) Unless expressly authorized in the power of attorney, language granting power with respect to estates, trusts, and other relationships in which the principal is a beneficiary does not include authority to create, modify, or revoke a trust or authority to fund with the principal's property a trust not created by the principal or a person authorized to create a trust for the principal.

(L) Language in a power of attorney granting power with respect to borrowing transactions authorizes the attorney in fact to do all of the following:

(1) Borrow money;

(2) Mortgage or pledge any real estate, tangible personal property, or intangible personal property as security for any borrowing transactions;

(3) Sign, renew, extend, pay, and satisfy any notes or other forms of obligations.

(M)(1) Language in a power of attorney granting power with respect to fiduciary transactions authorizes the attorney in fact to do all of the following:

(a) Represent and act for the principal in all ways and in all matters affecting any fund with respect to which the principal is a fiduciary;

(b) Initiate, participate in, and oppose any judicial or other proceeding for the removal, substitution, or surcharge of a fiduciary, conserve, invest, or disburse anything received for the purposes of the fund for which it is received, and reimburse the attorney in fact for any expenditures properly made by the attorney in fact in the execution of the powers conferred on the attorney in fact by the power of attorney;

(c) Agree and contract in any manner, with any person, and on any terms that the attorney in fact selects for the accomplishment of the purposes set forth in division (M) of this section and perform, rescind, reform, release, or modify the agreement or contract or any other similar agreement

or contract made by or for the principal:

(d) Execute, acknowledge, verify, seal, file, and deliver any consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance, or other instrument that the attorney in fact determines is useful for the accomplishment of any of the purposes set forth in division (M) of this section:

(e) Hire, discharge, and compensate any attorney, accountant, expert witness, or other assistants when the attorney in fact determines that action to be desirable for the proper execution by the attorney in fact of any of the powers described in division (M) of this section and for the keeping of needed records:

(f) Perform any other acts with respect to a fund of which the principal is a fiduciary.

(2) Division (M) of this section does not authorize a fiduciary to delegate any power of a fiduciary unless the power is one the fiduciary is authorized to delegate under the terms of the trust agreement or other instrument governing the exercise of the power or under the law of the jurisdiction that governs that trust agreement or other instrument.

(3) As used in division (M) of this section, "fund" means any trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund in which the principal has, or claims to have, an interest as a fiduciary.

(4) All powers described in division (M) of this section may be exercised equally with respect to any fund of which the principal is a fiduciary as of the date of the power of attorney or becomes a fiduciary after that date, and regardless of whether the fund is located in the state of Ohio or elsewhere.

(N) Language in a power of attorney granting power with respect to personal and family maintenance authorizes the attorney in fact to do all of the following:

(1) Do the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, including providing living quarters by purchase, lease, or other contract or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those individuals;

(2) For the individuals described in division (N)(1) of this section, provide normal domestic help, usual vacations and travel expenses, and

funds for shelter, clothing, food, appropriate education, and other current living costs:

(3) For the individuals described in division (N)(1) of this section, pay expenses for necessary medical, dental, and surgical care, hospitalization, and custodial care:

(4) For the individuals described in division (N)(1) of this section, continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them:

(5) Maintain or open charge accounts for the convenience of the individuals described in division (N)(1) of this section and open new accounts the attorney in fact considers desirable to accomplish a lawful purpose:

(6) Continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization or continue contributions to those organizations.

(O) Language in a power of attorney granting power with respect to benefits from social security, medicare, medicaid, other governmental programs, or civil or military service authorizes the attorney in fact to do all of the following:

(1) 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 political subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, and for shipment of their household effects:

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

(3) Prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled under a statute or governmental regulation:

(4) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive:

(5) Receive the financial proceeds of a claim of the type described in division (O) of this section and conserve, invest, disburse, or use anything so received for a lawful purpose.

(P)(1) Language in a power of attorney granting power with respect to records, reports, and statements authorizes the attorney in fact to do all of the following:

(a) Keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal, and of all transactions affecting in any way the assets and liabilities of the principal;

(b) Prepare, execute, and file all tax, social security, unemployment insurance, and information returns required by the laws of the United States, of any state or political subdivision of any state, or of any foreign government and to prepare, execute, and file all other papers and instruments that the attorney in fact determines is desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for a claimed violation of any law or other governmental regulation;

(c) Prepare, execute, and file any record, report, or statement with respect to price, rent, wage, or rationing control or other governmental activity that the attorney in fact determines is desirable or necessary for the safeguarding or maintenance of the principal's interest;

(d) Hire, discharge, and compensate any attorney, accountant, or other assistant when the attorney in fact determines that action to be desirable for the proper execution by the attorney in fact of any of the powers described in this section;

(e) Do any other act, in connection with the preparation, execution, filing, storage, or other utilization of any records, reports, or statements of or concerning the principal's affairs that the principal can do through an attorney in fact.

(2) An attorney in fact may exercise all powers described in division (P)(1) of this section equally with respect to any records, reports, or statements of or concerning the affairs of the principal as they exist at the time the principal gives the power of attorney or after the principal gives the power of attorney, in the state of Ohio or elsewhere.

(Q) Language in a power of attorney granting power with respect to tax matters authorizes the attorney in fact to do all of the following:

(1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, and other tax returns, claims for refunds, requests for extensions of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under section 2032A of the "Internal Revenue Code of 1986," Pub. L. No. 94-455, 26 U.S.C. 2032A, as amended), closing agreements,

and any power of attorney required by any tax collection or enforcement agency with respect to a tax year upon which the statute of limitations has not run and the following twenty-five tax years;

(2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by any tax collection or enforcement agency;

(3) Exercise any election available to the principal under federal, state, local, or foreign tax law;

(4) Act for the principal in all tax matters for all periods before any tax collection or enforcement agency.

(R) Language in a power of attorney granting power with respect to licenses authorizes the attorney in fact to obtain, renew, or transfer all of the following:

(1) Automobile, truck, boat, and other vehicle licenses;

(2) Business licenses of any type.

(S) Language in a power of attorney granting power with respect to access to documents authorizes the attorney in fact to do all of the following:

(1) Have access to and possession of the principal's will, trusts, instruments, deeds, life insurance policies, contracts, employee benefit records, and other documents, including, but not limited to, documents protected under the "Financial Services Modernization Act of 1999," Pub. L. No. 106-102, 15 U.S.C. 6801, as amended, and the "Health Insurance Portability and Accountability Act of 1996," Pub. L. No. 104-191, 42 U.S.C. 300gg, as amended;

(2) Have access to mail and redirect mail.

(T) Language in a power of attorney granting power with respect to employment of agents authorizes the attorney in fact to do all of the following:

(1) Employ attorneys, accountants, investment advisors, expert witnesses, realtors, or other professionals when the attorney in fact believes the employment of the professional to be desirable;

(2) Pay any agents reasonable compensation.

(U) Language in a power of attorney with respect to delegation authorizes the attorney in fact to delegate any or all of the powers granted by the principal to any person or persons whom the attorney in fact selects.

(V) Language in a power of attorney granting power with respect to claims and litigation authorizes the attorney in fact to do all of the following:

(1) Assert and prosecute before a court or administrative agency a

claim, claim for relief, cause of action, counterclaim, offset, or defense against an individual, organization, or government, including an action to recover property or any other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief;

(2) Bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae;

(3) In connection with litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect or satisfy a judgment, order, or decree;

(4) In connection with litigation, perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and bind the principal in litigation;

(5) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation;

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

(7) Act for the principal with respect to a voluntary or involuntary bankruptcy or insolvency proceeding concerning the principal or another person, a reorganization proceeding, or a receivership or application for the appointment of a receiver or trustee that affects an interest of the principal in property or any other thing of value;

(8) Pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or any other thing of value paid in settlement of or as proceeds of a claim or litigation.

Sec. 2106.18. (A) Upon the death of a married resident who owned at least one automobile at the time of death, the interest of the deceased spouse in up to two automobiles that are not transferred to the surviving spouse due to joint ownership with right of survivorship established under section 2131.12 of the Revised Code, that are not transferred to a transfer-on-death

beneficiary or beneficiaries designated under section 2131.13 of the Revised Code, and that are not otherwise specifically disposed of by testamentary disposition may be selected by the surviving spouse. This interest shall immediately pass to the surviving spouse upon transfer of the title or titles in accordance with section 4505.10 of the Revised Code. The sum total of the values of the automobiles selected by a surviving spouse under this division, as specified in the affidavit that the surviving spouse executes pursuant to division (B) of section 4505.10 of the Revised Code, shall not exceed forty thousand dollars. Each automobile that passes to a surviving spouse under this division shall not be considered an estate asset and shall not be included in the estate inventory.

(B) The executor or administrator, with the approval of the probate court, may transfer title to an automobile owned by the decedent to any of the following:

(1) The surviving spouse, when the automobile is purchased by the surviving spouse pursuant to section 2106.16 of the Revised Code;

(2) A distributee;

(3) A purchaser.

(C) The executor or administrator may transfer title to an automobile owned by the decedent without the approval of the probate court to any of the following:

(1) A legatee entitled to the automobile under the terms of the will;

(2) A distributee if the distribution of the automobile is made without court order pursuant to section 2113.55 of the Revised Code;

(3) A purchaser if the sale of the automobile is made pursuant to section 2113.39 of the Revised Code.

(D) As used in division (A) of this section, "automobile" includes a motorcycle and includes a truck if the truck was used as a method of conveyance by the deceased spouse or the deceased spouse's family when the deceased spouse was alive.

SECTION 2. That existing section 2106.18 of the Revised Code is hereby repealed.

Speaker _____ *of the House of Representatives.*

President _____ *of the Senate.*

Passed _____, 20____

Approved _____, 20____

Governor.

The section numbering of law of a general and permanent nature is complete and in conformity with the Revised Code.

Director, Legislative Service Commission.

Filed in the office of the Secretary of State at Columbus, Ohio, on the
____ day of _____, A. D. 20____.

Secretary of State.

File No. _____ Effective Date _____