

**As Introduced**

**126th General Assembly  
Regular Session  
2005-2006**

**H. B. No. 246**

**Representative Oelslager**

—

**A BILL**

To amend section 2106.18 and to enact sections 1  
1337.18, 1337.19, and 1337.20 of the Revised Code 2  
to permit a surviving spouse to take a motorcycle 3  
as one of the two automobiles the surviving spouse 4  
may receive outside of probate, to create a 5  
statutory form for the creation of a power of 6  
attorney, to set forth the general powers of an 7  
attorney in fact under a power of attorney, and to 8  
provide for the construction of the powers of an 9  
attorney in fact under a power of attorney created 10  
by use of the statutory form. 11

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:**

**Section 1.** That section 2106.18 be amended and sections 12  
1337.18, 1337.19, and 1337.20 of the Revised Code be enacted to 13  
read as follows: 14

**Sec. 2106.18.** (A) Upon the death of a married resident who 15  
owned at least one automobile at the time of death, the interest 16  
of the deceased spouse in up to two automobiles that are not 17  
transferred to the surviving spouse due to joint ownership with 18  
right of survivorship established under section 2131.12 of the 19  
Revised Code, that are not transferred to a transfer-on-death 20

beneficiary or beneficiaries designated under section 2131.13 of 21  
the Revised Code, and that are not otherwise specifically disposed 22  
of by testamentary disposition may be selected by the surviving 23  
spouse. This interest shall immediately pass to the surviving 24  
spouse upon transfer of the title or titles in accordance with 25  
section 4505.10 of the Revised Code. The sum total of the values 26  
of the automobiles selected by a surviving spouse under this 27  
division, as specified in the affidavit that the surviving spouse 28  
executes pursuant to division (B) of section 4505.10 of the 29  
Revised Code, shall not exceed forty thousand dollars. Each 30  
automobile that passes to a surviving spouse under this division 31  
shall not be considered an estate asset and shall not be included 32  
in the estate inventory. 33

(B) The executor or administrator, with the approval of the 34  
probate court, may transfer title to an automobile owned by the 35  
decedent to any of the following: 36

(1) The surviving spouse, when the automobile is purchased by 37  
the surviving spouse pursuant to section 2106.16 of the Revised 38  
Code; 39

(2) A distributee; 40

(3) A purchaser. 41

(C) The executor or administrator may transfer title to an 42  
automobile owned by the decedent without the approval of the 43  
probate court to any of the following: 44

(1) A legatee entitled to the automobile under the terms of 45  
the will; 46

(2) A distributee if the distribution of the automobile is 47  
made without court order pursuant to section 2113.55 of the 48  
Revised Code; 49

(3) A purchaser if the sale of the automobile is made 50

pursuant to section 2113.39 of the Revised Code. 51

(D) As used in division (A) of this section, "automobile" 52  
includes a motorcycle and includes a truck if the truck was used 53  
as a method of conveyance by the deceased spouse or the deceased 54  
spouse's family when the deceased spouse was alive. 55

Sec. 1337.18. (A) The following form may be used to create a 56  
power of attorney: 57

Power of Attorney 58

[The powers granted by this document are broad and sweeping. They 59  
are explained in Ohio Revised Code section 1337.20. If you have 60  
any questions about these powers, obtain legal advice. You can use 61  
any different form of power of attorney you may desire. This 62  
document does not authorize anyone to make health-care decisions 63  
for you. You can revoke this power of attorney at any time.] 64

Principal (Person Granting the Power) 65

Name: 66

.....

Address: 67

.....

..... 68

Telephone: 69

.....

1. Notice to Principal. 70

As the principal, you are using this document to give authority to 71  
another person, known as your agent or attorney-in-fact, to make 72  
decisions regarding your money and property. Your agent will have 73  
the powers that you indicate below to make decisions about your 74  
money and property without advance notice to you or approval by 75  
you. 76

Unless expressly authorized in the power of attorney, a power of 77

attorney does not grant authority to an agent to do any of the 78  
following: 79

(a) Create, modify, or revoke a trust; 80

(b) Fund with your property a trust not created by you or a person 81  
authorized to create a trust for your benefit; 82

(c) Make or revoke a gift of your property in trust or otherwise; 83

(d) Create or change rights of survivorship in your property or in 84  
property in which you may have an interest; 85

(e) Designate or change the designation of a beneficiary to 86  
receive any property, benefit, or contractual right on your death, 87  
such as insurance benefits and retirement benefits; 88

(f) Create in the agent or a person to whom the agent owes a legal 89  
duty of support the right to receive property, a benefit, or a 90  
contractual right in which you have an interest; 91

(g) Delegate the powers granted under the power of attorney to 92  
another person. 93

The powers that you give to your agent are explained more fully in 94  
Ohio Revised Code sections 1337.19 and 1337.20. If you have any 95  
questions about this document or the powers that you are giving to 96  
your agent, you should obtain legal advice. 97

2. Notice to Agent. 98

Once you accept designation as the agent under this document or 99  
exercise authority granted to you by the principal, a fiduciary 100  
relationship is created between you and the principal. Unless 101  
otherwise modified in this power of attorney, your duties include 102  
the duty to do all of the following: 103

(a) Act in good faith, with reasonable care for the best interests 104  
of the principal; 105

(b) Take no action beyond the scope of the authority given to you 106

in this document;

107

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

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109

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.

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

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3. Designation of Agent(s).

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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.)

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120

Name:

Name:

121

.....

.....

Address:

Address:

122

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.....

.....

.....

123

Telephone:

Telephone:

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.....

.....

4. Designation of Successor Agent(s).

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

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127

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

128

129

First Successor:

Second Successor:

130

Name:

Name:

131

.....

.....

Address:

Address:

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.....	.....	
.....	.....	133
<u>Telephone:</u>	<u>Telephone:</u>	134
.....	.....	
<u>[If more than one Agent is designated, check the box in front of</u>		135
<u>one of the following statements.]</u>		136
<u>[ ] Each Agent may independently exercise the powers granted.</u>		137
<u>[ ] All Agents must jointly exercise the powers granted.</u>		138
<u>[ ] A majority in number of Agents must jointly exercise the</u>		139
<u>powers granted.</u>		140
<u>Any person can rely on a statement by a successor Agent that he or</u>		141
<u>she is properly acting under this document and may rely</u>		142
<u>conclusively on any action or decision made by that successor</u>		143
<u>Agent. That person does not have to make any further investigation</u>		144
<u>or inquiry.</u>		145
<u>5. Grant of Power.</u>		146
<u>I, the above-named Principal hereby appoint the above named</u>		147
<u>Agent(s) to act as my agent(s) in any way that I could act with</u>		148
<u>respect to the following matters, as each of them is defined in</u>		149
<u>Ohio Revised Code section 1337.20:</u>		150
<u>[To grant all of the following powers, initial the line in front</u>		151
<u>of (W) and ignore the lines in front of the other powers. To grant</u>		152
<u>one or more, but fewer than all, of the following powers, initial</u>		153
<u>the line in front of each power you are granting. To withhold a</u>		154
<u>power, do not initial the line in front of it. You may, but need</u>		155
<u>not, cross out each power withheld.]</u>		156
	<u>Initial</u>	157
<u>..... (A) Real property transactions</u>		158
<u>..... (B) Tangible personal property transactions</u>		159
<u>..... (C) Stock and bond transactions</u>		160

..... (D)	<u>Commodity and option transactions</u>	161
..... (E)	<u>Banking and other financial institution transactions</u>	162
..... (F)	<u>Business operating transactions</u>	163
..... (G)	<u>Proprietary interests and materials transactions</u>	164
..... (H)	<u>Insurance and annuity transactions</u>	165
..... (I)	<u>Retirement plan transactions</u>	166
..... (J)	<u>Safe deposit box transactions</u>	167
..... (K)	<u>Estate, trust, and other beneficiary transactions</u>	168
..... (L)	<u>Borrowing transactions</u>	169
..... (M)	<u>Fiduciary transactions</u>	170
..... (N)	<u>Personal relationships and affairs</u>	171
..... (O)	<u>Benefits from Social Security, Medicare, Medicaid, and other governmental programs, or military service</u>	172
..... (P)	<u>Records, reports, and statements</u>	173
..... (Q)	<u>Tax matters</u>	174
..... (R)	<u>Licenses</u>	175
..... (S)	<u>Access to documents</u>	176
..... (T)	<u>Employment of agents</u>	177
..... (U)	<u>Power to delegate</u>	178
..... (V)	<u>Claims and litigation</u>	179
..... (W)	<u>All powers listed above</u>	180
	<u>Special Instructions:</u>	181
	<u>[On the following lines or on additional pages you may give special instructions limiting or extending the powers granted to your Agent.]</u>	182
		183
		184
	.....	185
	.....	186
	.....	187
	.....	188
	.....	189

<u>6. Commencement and Duration of Power.</u>	190
<u>This power of attorney is effective:</u>	191
<u>[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.]</u>	192
<u>[ ] Immediately.</u>	193
<u>[ ] Upon my incapacity as determined by the following person or persons and set forth in an affidavit:</u>	194
.....	195
.....	196
<u>[ ] Upon my incapacity as determined by two physicians and set forth in an affidavit.</u>	197
<u>[ ] Upon the following future date or event:</u>	198
.....	199
.....	200
<u>This power of attorney shall terminate:</u>	201
<u>[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.]</u>	202
<u>[ ] Upon my death.</u>	203
<u>[ ] Upon my incapacity as determined by the following person or persons and set forth in an affidavit:</u>	204
.....	205
.....	206
<u>[ ] Upon my incapacity as determined by two physicians and set forth in an affidavit.</u>	207
<u>[ ] Upon the following future date or event:</u>	208
.....	209
.....	210

<u>7. Durability of Power.</u>	219
<u>[The authority granted in this power of attorney can be effective</u>	220
<u>even during a period of disability. Check the appropriate box</u>	221
<u>below if you want this power of attorney to be effective or to not</u>	222
<u>be effective during any period of disability.]</u>	223
<u>[ ] This power of attorney will continue in force and effect even</u>	224
<u>during any period in which I am disabled.</u>	225
<u>[ ] This power of attorney will not be in force and will have no</u>	226
<u>effect during any period in which I am disabled.</u>	227
<u>8. Obtaining Personal Health Information.</u>	228
<u>[ ] My Agent shall be treated as my personal representative for</u>	229
<u>all purposes relating to my Personal Health Information as</u>	230
<u>provided in 45 CFR 164.502(g)(2) and for the Health Insurance</u>	231
<u>Portability and Accountability Act of 1996.</u>	232
<u>[ ] My Agent shall not be treated as my personal representative</u>	233
<u>for any purposes relating to my Personal Health Information as</u>	234
<u>provided in 45 CFR 164.502(g)(2) and for the Health Insurance</u>	235
<u>Portability and Accountability Act of 1996.</u>	236
<u>9. Compensation of Agent.</u>	237
<u>[Your Agent will be reimbursed for all reasonable expenses</u>	238
<u>incurred in acting under this power of attorney. Check the</u>	239
<u>appropriate box below to indicate whether you want your Agent also</u>	240
<u>to be reasonably paid or not to be paid for services rendered as</u>	241
<u>Agent.]</u>	242
<u>[ ] My Agent is entitled to reasonable compensation for services</u>	243
<u>rendered as Agent under this power of attorney.</u>	244
<u>[ ] My Agent shall not receive any compensation for services</u>	245
<u>rendered as Agent under this power of attorney.</u>	246
<u>10. Exoneration of Agent(s).</u>	247

My Agent is released from any liability to me and my estate 248  
arising out of the acts or failures to act of my Agent, except for 249  
willful misconduct or gross negligence. I agree to indemnify and 250  
hold my Agent harmless against any liability or expense, including 251  
attorney's fees, that my Agent may incur as the result of acting 252  
or failing to act under this instrument, except for liability and 253  
expense resulting from willful misconduct or gross negligence. 254

11. Exoneration of Third Parties. 255

I agree that any third party who receives a copy of this document 256  
may act under it. Revocation of the power of attorney is not 257  
effective as to a third party until the third party learns of the 258  
revocation. I agree to indemnify the third party for any claims 259  
that arise against the third party because of reliance on this 260  
power of attorney. 261

12. Self-Dealing. 262

[With respect to the Agent's right to or not to enter into 263  
transactions with you, check the box in front of one of the 264  
following statements.] 265

[ ] My Agent can enter into transactions with me or in my behalf 266  
in which my Agent is personally interested as long as the terms of 267  
the transaction are fair to me, notwithstanding any law 268  
prohibiting acts of self-dealing. 269

[ ] My Agent cannot enter into transactions with me or in my 270  
behalf in which my Agent is personally interested. 271

13. Property to Which this Instrument Applies. 272

[Your Agent will have authority over some or all of your property. 273  
Check the appropriate box below to indicate whether your Agent's 274  
authority is over all of your property or over only some of your 275  
property. If your Agent's authority is over only some of your 276  
property, identify the property not subject to this power of 277

attorney.] 278

[ ] This instrument will apply to all of my property, real or 279  
personal, wherever located. 280

[ ] This instrument will apply to all of my property, real or 281  
personal, wherever located except for the following: 282

[On the following lines or on additional pages you may list 283  
property not subject to this power of attorney.] 284

..... 285  
..... 286  
..... 287  
..... 288  
..... 289

14. Amending and Revocation. 290

I may amend or revoke this power of attorney at any time by a 291  
signed instrument delivered to my Agent. If this instrument has 292  
been filed or recorded in public records, then any amendment or 293  
revocation also will be similarly filed or recorded, but a similar 294  
filing or recording of the amendment or revocation will not be 295  
necessary to effectuate the amendment or revocation with respect 296  
to my Agent and to all persons who have actual knowledge of the 297  
amendment or revocation. 298

15. Nomination of Guardian. 299

[With respect to your right to nominate a guardian of your person 300  
or estate, or both, check the box in front of one of the following 301  
statements.] 302

[ ] If a guardian or conservator is ever needed for my estate, I 303  
nominate my Agent or any other person that my Agent nominates as 304  
my guardian or conservator. This nomination revokes any other 305  
nomination I may have made in any other document dated prior to 306  
the date of this power of attorney, including any nomination set 307

forth in a Health Care Durable Power of Attorney. 308

[ ] If a guardian or conservator is ever needed for my estate, I 309  
nominate ..... as my guardian or conservator. 310  
This nomination revokes any other nomination I may have made in 311  
any other document dated prior to the date of this power of 312  
attorney, including any nomination set forth in a Health Care 313  
Durable Power of Attorney. 314

[ ] I do not nominate any person as the guardian or conservator of 315  
my estate under this instrument. 316

16. Governing Law. 317

The laws of the State of Ohio will govern all questions pertaining 318  
to the validity and construction of this power of attorney. 319

IN WITNESS WHEREOF, I have signed this Power of Attorney on [Date] 320  
..... 321  
..... 322  
(Principal's Signature) 323

[This instrument should be notarized or witnessed, or both, as 324  
applicable law may require or as may be desired.] 325

On ..... [Date], this instrument was signed by 326  
..... [Name of Principal] in our presence and 327  
was acknowledged and declared by the Principal to be the 328  
Principal's Power of Attorney. Immediately thereafter, at the 329  
Principal's request, in the Principal's presence, and in the 330  
presence of each other, we signed this instrument as subscribing 331  
witnesses. 332

..... 333  
..... 334  
(Witness) (Witness)

This document was acknowledged before me ..... 335  
[Date] by ..... [Name of Principal] who is 336  
known to me or from whom I have obtained adequate proof of 337

<u>identity.</u>	338
.....	339
<u>(Signature of notarial officer)</u>	340
<u>(Seal, if any)</u>	341
.....	
<u>(Title and Rank)</u>	342
<u>[My commission expires:</u>	343
<u>.....]</u>	
<u>(B) Except as otherwise required by the Revised Code, a</u>	344
<u>person may create a power of attorney using the form set forth in</u>	345
<u>division (A) of this section or any other form that is valid under</u>	346
<u>the common law of this state.</u>	347
<u>(C) A power of attorney may incorporate by reference any one</u>	348
<u>or more powers set forth in section 1337.20 of the Revised Code by</u>	349
<u>referencing the appropriate division of that section and the power</u>	350
<u>or powers to be incorporated.</u>	351
<b><u>Sec. 1337.19.</u></b> <u>By executing a power of attorney in the form</u>	352
<u>set forth in division (A) of section 1337.18 of the Revised Code</u>	353
<u>or any other power of attorney that incorporates by reference a</u>	354
<u>power set forth in section 1337.20 of the Revised Code, the</u>	355
<u>principal, except as modified in the power of attorney, authorizes</u>	356
<u>the attorney in fact with respect to that power to do all of the</u>	357
<u>following:</u>	358
<u>(A) Demand, receive, and obtain by litigation or otherwise</u>	359
<u>money or any other thing of value to which the principal is, may</u>	360
<u>become, or claims to be entitled and conserve, invest, disburse,</u>	361
<u>or use anything so received for the purposes intended;</u>	362
<u>(B) Contract in any manner with any person, on terms</u>	363
<u>agreeable to the attorney in fact, to accomplish a purpose of a</u>	364
<u>transaction, and perform, rescind, reform, release, or modify the</u>	365

<u>contract or another contract made by or for the principal;</u>	366
<u>(C) Execute, acknowledge, seal, and deliver a deed,</u>	367
<u>revocation, mortgage, security interest, lease, notice, check,</u>	368
<u>promissory note, electronic funds transfer, release, or other</u>	369
<u>instrument or communication the attorney in fact considers</u>	370
<u>desirable to accomplish a purpose of a transaction;</u>	371
<u>(D) Prosecute, defend, submit to arbitration, settle, or</u>	372
<u>propose or accept a compromise with respect to a claim existing in</u>	373
<u>favor of or against the principal or intervene in litigation</u>	374
<u>relating to the claim;</u>	375
<u>(E) Seek on the principal's behalf the assistance of a court</u>	376
<u>to carry out an act authorized by the power of attorney;</u>	377
<u>(F) Engage, compensate, and discharge an attorney,</u>	378
<u>accountant, expert witness, or other assistant;</u>	379
<u>(G) Keep appropriate records of each transaction, including</u>	380
<u>an accounting of receipts and disbursements;</u>	381
<u>(H) Prepare, execute, and file a record, report, or other</u>	382
<u>document the attorney in fact considers desirable to safeguard or</u>	383
<u>promote the principal's interest under a statute or governmental</u>	384
<u>regulation;</u>	385
<u>(I) Reimburse the attorney in fact for expenditures properly</u>	386
<u>made by the attorney in fact in exercising the powers granted by</u>	387
<u>the power of attorney;</u>	388
<u>(J) Do any other lawful act with respect to the power of</u>	389
<u>attorney.</u>	390
<b><u>Sec. 1337.20. Except as modified by the principal, a power of</u></b>	391
<b><u>attorney created by use of the form set forth in section 1337.18</u></b>	392
<b><u>of the Revised Code or any other power of attorney that</u></b>	393
<b><u>incorporates by reference any of the powers set forth below shall</u></b>	394

be construed as follows:

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(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:

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(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;

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(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;

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(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;

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(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:

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

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

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

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

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(5) Use, develop, alter, replace, remove, erect, or install

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structures or other improvements upon real property in or incident 424  
to which the principal has, or claims to have, an interest or 425  
right; 426

(6) Participate in a reorganization with respect to real 427  
property or a legal entity that owns an interest in or right 428  
incident to real property and receive and hold, directly or 429  
indirectly, shares of stock or obligations received in a plan of 430  
reorganization, and act with respect to them, including, but not 431  
limited to, all of the following: 432

(a) Sell or otherwise dispose of the shares or obligations; 433

(b) Exercise or sell an option, conversion, or similar right 434  
with respect to the shares or obligations; 435

(c) Vote shares in person or by proxy; 436

(7) If specifically authorized in the power of attorney, 437  
change the form of title of an interest in or right incident to 438  
real property; 439

(8) Dedicate to public use, with or without consideration, 440  
easements or other real property in which the principal has, or 441  
claims to have, an interest. 442

(B) Language in a power of attorney granting power with 443  
respect to transactions concerning tangible personal property 444  
authorizes the attorney in fact to do all of the following: 445

(1) Accept as a gift or as security for a loan, reject, 446  
demand, buy, receive, or otherwise acquire ownership or possession 447  
of tangible personal property or an interest in tangible personal 448  
property; 449

(2) Sell, exchange, convey with or without covenants, 450  
release, surrender, create a security interest in, grant options 451  
concerning, lease, sublease to others, or otherwise dispose of 452  
tangible personal property or an interest in tangible personal 453

<u>property;</u>	454
<u>(3) Release, assign, satisfy, or enforce, by litigation or</u>	455
<u>otherwise, a security interest, lien, or other claim with respect</u>	456
<u>to tangible personal property or an interest in tangible personal</u>	457
<u>property;</u>	458
<u>(4) Do an act of management or conservation with respect to</u>	459
<u>tangible personal property or an interest in tangible personal</u>	460
<u>property, including, but not limited to, all of the following:</u>	461
<u>(a) Insure against casualty, liability, or loss;</u>	462
<u>(b) Obtain or regain possession, or protect, by litigation or</u>	463
<u>otherwise;</u>	464
<u>(c) Pay, compromise, or contest taxes or assessments or apply</u>	465
<u>for and receive refunds in connection with taxes or assessments;</u>	466
<u>(d) Move from place to place;</u>	467
<u>(e) Store for hire or on a gratuitous bailment;</u>	468
<u>(f) Use, alter, and make repairs or alterations;</u>	469
<u>(5) If specifically authorized in the power of attorney,</u>	470
<u>change the form of title of an interest in or right incident to</u>	471
<u>tangible personal property.</u>	472
<u>(C) Language in a power of attorney granting power with</u>	473
<u>respect to transactions concerning stocks and bonds authorizes the</u>	474
<u>attorney in fact to do all of the following:</u>	475
<u>(1) Buy, sell, and exchange stocks, bonds, mutual funds, and</u>	476
<u>all other types of securities and financial instruments, whether</u>	477
<u>held directly or indirectly, except commodity futures contracts</u>	478
<u>and call and put options on stocks and stock indexes;</u>	479
<u>(2) Receive certificates and other evidences of ownership</u>	480
<u>with respect to securities;</u>	481
<u>(3) Exercise voting rights with respect to securities in</u>	482

<u>person, in writing, or by proxy;</u>	483
<u>(4) Enter into voting trusts;</u>	484
<u>(5) Consent to limitations on the right to vote.</u>	485
<u>(D) Language in a power of attorney granting power with</u>	486
<u>respect to transactions concerning commodities and options</u>	487
<u>authorizes the attorney in fact to do all of the following:</u>	488
<u>(1) Buy, sell, exchange, assign, settle, and exercise</u>	489
<u>commodity futures contracts and call and put options on stocks and</u>	490
<u>stock indexes traded on a regulated option exchange;</u>	491
<u>(2) Establish, continue, modify, and terminate option</u>	492
<u>accounts with a broker.</u>	493
<u>(E) Language granting power with respect to transactions</u>	494
<u>concerning banks and other financial institutions authorizes the</u>	495
<u>attorney in fact to do all of the following:</u>	496
<u>(1) Continue, modify, and terminate an account or other</u>	497
<u>banking arrangement made by or for the principal;</u>	498
<u>(2) Establish, modify, and terminate an account or other</u>	499
<u>banking arrangement with a bank, trust company, savings and loan</u>	500
<u>association, credit union, thrift company, brokerage firm, or</u>	501
<u>other financial institution selected by the attorney in fact;</u>	502
<u>(3) Contract to procure other services available from a</u>	503
<u>financial institution as the attorney in fact considers desirable;</u>	504
<u>(4) Withdraw by check, order, or otherwise money or property</u>	505
<u>of the principal deposited with or left in the custody of a</u>	506
<u>financial institution;</u>	507
<u>(5) Receive bank statements, vouchers, notices, and similar</u>	508
<u>documents from a financial institution and act with respect to</u>	509
<u>them;</u>	510
<u>(6) Borrow money at an interest rate agreeable to the</u>	511

attorney in fact and pledge as security personal property of the 512  
principal necessary in order to borrow, pay, renew, or extend the 513  
time of payment of a debt of the principal; 514

(7) Make, assign, draw, endorse, discount, guarantee, and 515  
negotiate promissory notes, checks, drafts, and other negotiable 516  
or nonnegotiable paper of the principal, or payable to the 517  
principal or the principal's order, make funds transfers, receive 518  
the cash or other proceeds of those transactions, and accept and 519  
pay when due a draft drawn by a person upon the principal; 520

(8) Receive and act upon a sight draft, warehouse receipt, or 521  
other negotiable or nonnegotiable instrument; 522

(9) Apply for and receive letters of credit, credit and debit 523  
cards, and traveler's checks from a financial institution, and 524  
give an indemnity or other agreement in connection with letters of 525  
credit; 526

(10) Consent to an extension of the time of payment with 527  
respect to commercial paper or a financial transaction with a 528  
financial institution. 529

(F) Language in a power of attorney granting power with 530  
respect to operating a business authorizes the attorney in fact to 531  
do all of the following: 532

(1) Operate, buy, sell, enlarge, reduce, or terminate a 533  
business interest; 534

(2) Subject to the terms of a partnership agreement or 535  
operating agreement, do all of the following: 536

(a) Perform a duty or discharge a liability and exercise a 537  
right, power, privilege, or option that the principal has, may 538  
have, or claims to have, under the partnership agreement or 539  
operating agreement; 540

(b) Enforce the terms of the partnership agreement or 541

<u>operating agreement by litigation or otherwise;</u>	542
<u>(c) Defend, submit to arbitration, settle, or compromise</u>	543
<u>litigation to which the principal is a party because of membership</u>	544
<u>in a partnership or limited liability company;</u>	545
<u>(3) Exercise in person or by proxy, or enforce by litigation</u>	546
<u>or otherwise, a right, power, privilege, or option the principal</u>	547
<u>has or claims to have as the holder of a bond, share, or other</u>	548
<u>instrument of similar character and defend, submit to arbitration,</u>	549
<u>settle, or compromise litigation to which the principal is a party</u>	550
<u>because of a bond, share, or similar instrument;</u>	551
<u>(4) With respect to a business controlled by the principal,</u>	552
<u>do all of the following:</u>	553
<u>(a) Continue, modify, renegotiate, extend, and terminate a</u>	554
<u>contract made with an individual or a legal entity by or for the</u>	555
<u>principal with respect to the business before execution of the</u>	556
<u>power of attorney;</u>	557
<u>(b) Determine all of the following:</u>	558
<u>(i) The location of its operation;</u>	559
<u>(ii) The nature and extent of its business;</u>	560
<u>(iii) The methods of manufacturing, selling, merchandising,</u>	561
<u>financing, accounting, and advertising employed in its operation;</u>	562
<u>(iv) The amount and types of insurance carried;</u>	563
<u>(v) The mode of engaging, compensating, and dealing with its</u>	564
<u>accountants, attorneys, and other attorneys in fact and employees;</u>	565
<u>(c) Change the name or form of organization under which the</u>	566
<u>business is operated and enter into a partnership agreement or</u>	567
<u>operating agreement with other persons or organize a corporation</u>	568
<u>or other business entity to take over all or part of the operation</u>	569
<u>of the business;</u>	570

<u>(d) Demand and receive money due or claimed by the principal</u>	571
<u>or on the principal's behalf in the operation of the business, and</u>	572
<u>control and disburse the money in the operation of the business;</u>	573
<u>(5) Put additional capital into a business in which the</u>	574
<u>principal has an interest;</u>	575
<u>(6) Join in a plan of reorganization, consolidation, or</u>	576
<u>merger of the business;</u>	577
<u>(7) Sell or liquidate a business or part of it at the time</u>	578
<u>and upon the terms the attorney in fact considers desirable;</u>	579
<u>(8) Establish the value of a business under a buy-out</u>	580
<u>agreement to which the principal is a party;</u>	581
<u>(9) Prepare, sign, file, and deliver reports, compilations of</u>	582
<u>information, returns, or other papers with respect to a business</u>	583
<u>that are required by a governmental agency or instrumentality or</u>	584
<u>that the attorney in fact considers desirable and make related</u>	585
<u>payments;</u>	586
<u>(10) Pay, compromise, or contest taxes or assessments and do</u>	587
<u>any other act that the attorney in fact considers desirable to</u>	588
<u>protect the principal from illegal or unnecessary taxation, fines,</u>	589
<u>penalties, or assessments with respect to a business, including</u>	590
<u>attempts to recover, in any manner permitted by law, money paid</u>	591
<u>before or after the execution of the power of attorney.</u>	592
<u>(G) Language in a power of attorney granting power with</u>	593
<u>respect to proprietary interests and materials transactions</u>	594
<u>authorizes the attorney in fact in connection with or with respect</u>	595
<u>to any artistic, domestic, intellectual, literary, mechanical,</u>	596
<u>scientific, or other proprietary interest or material to do all of</u>	597
<u>the following:</u>	598
<u>(1) Abandon, apply for, extend, maintain, modify, receive,</u>	599
<u>renew, secure, or terminate any protection by copyright, patent,</u>	600

registration, or other mechanism for any composition, design, 601  
device, discovery, formula, invention, mark, name, process, 602  
program, recipe, service mark, trademark, trade name, or other 603  
protectable intangible or tangible endeavor or work; 604

(2) Appeal from, compromise, conduct, defend, intervene in, 605  
participate in, prosecute, settle, or terminate any proceeding 606  
before any administrative, judicial, or other agency, board, body, 607  
commission, court, examiner, judge, magistrate, officer, or other 608  
official or tribunal with jurisdiction of any proprietary interest 609  
or material; 610

(3) Arrange or contract for payment or receipt of any 611  
charges, fees, royalties, or other payments for assignment, 612  
license, sale, transfer, use, or other exploitation of any 613  
proprietary interest or material; 614

(4) Deal in and with any business data, business or trade 615  
secret, business method, client or customer list, dealership, 616  
franchise, license, manufacturing process, or other proprietary 617  
interest or material. 618

(H) Language in a power of attorney granting power with 619  
respect to insurance and annuities authorizes the attorney in fact 620  
to do all of the following: 621

(1) Continue, pay the premium or assessment on, modify, 622  
rescind, release, or terminate a contract procured by or for the 623  
principal that insures or provides an annuity to either the 624  
principal or another person, whether or not the principal is a 625  
beneficiary under the contract; 626

(2) Procure new, different, or additional contracts of 627  
insurance or annuities for the principal or the principal's 628  
spouse, children, or other dependents and select the amount, type 629  
of insurance or annuity, and mode of payment; 630

(3) Pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the attorney in fact; 631  
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(4) Apply for and receive a loan on the security of a contract of insurance or annuity; 634  
635

(5) Surrender and receive the cash surrender value; 636

(6) Exercise an election that is not specifically prohibited; 637

(7) Change the manner of paying premiums; 638

(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; 639  
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(9) If specifically authorized in the power of attorney, change the beneficiary of a contract of insurance or annuity designated by the principal; 642  
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(10) Apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal; 645  
646

(11) Collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; 647  
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(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. 650  
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(I) 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: 655  
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657

(1) Contribute to, withdraw from, and deposit funds in any type of retirement plan, including, but not limited to, any tax 658  
659

qualified or nonqualified pension, profit sharing, stock bonus, 660  
employee savings and other retirement plan, individual retirement 661  
account, deferred compensation plan, or other type of employee 662  
benefit plan; 663

(2) Select and change payment options for the principal under 664  
any retirement plan; 665

(3) Make rollover contributions from any retirement plan to 666  
other retirement plans or individual retirement accounts; 667

(4) Exercise all investment powers available under any type 668  
of self-directed retirement plan. 669

(J) Language in a power of attorney granting power with 670  
respect to safe deposit transactions authorizes the attorney in 671  
fact to do all of the following: 672

(1) Open, continue, and have access to all safe deposit 673  
boxes; 674

(2) Sign, renew, release, or terminate any safe deposit 675  
contract; 676

(3) Drill or surrender any safe deposit box. 677

(K)(1) Language in a power of attorney granting power with 678  
respect to estates, trusts, and other relationships in which the 679  
principal is a beneficiary authorizes the attorney in fact to act 680  
for the principal in all matters that affect a trust, probate 681  
estate, guardianship, conservatorship, escrow, custodianship, or 682  
other fund from which the principal is, may become, or claims to 683  
be entitled as a beneficiary to a share or payment, including all 684  
of the following: 685

(a) Accept, reject, disclaim, receive, receipt for, sell, 686  
assign, release, pledge, exchange, or consent to a reduction in or 687  
modification of a share in or payment from the fund; 688

(b) Demand or obtain by litigation or otherwise money or any 689

other thing of value to which the principal is, may become, or 690  
claims to be entitled by reason of the fund; 691

(c) Initiate, participate in, and oppose litigation to 692  
ascertain the meaning, validity, or effect of a deed, will, 693  
declaration of trust, or other instrument or transaction affecting 694  
the interest of the principal; 695

(d) Initiate, participate in, and oppose litigation to 696  
remove, substitute, or surcharge a fiduciary; 697

(e) Conserve, invest, disburse, and use anything received for 698  
an authorized purpose; 699

(f) Transfer an interest of the principal in real property, 700  
stocks, bonds, accounts with financial institutions, insurance, 701  
and other property to the trustee of a revocable trust created by 702  
the principal as settlor; 703

(g) Transfer an interest of the principal in real property to 704  
any trustee or trustees of an undisclosed trust for the benefit of 705  
the principal; 706

(h) If specifically authorized in the power of attorney, 707  
designate or change the designation of a beneficiary to receive 708  
any property, benefit, or contractual right on the principal's 709  
death. 710

(2) Unless expressly authorized in the power of attorney, 711  
language granting power with respect to estates, trusts, and other 712  
relationships in which the principal is a beneficiary does not 713  
include authority to create, modify, or revoke a trust or 714  
authority to fund with the principal's property a trust not 715  
created by the principal or a person authorized to create a trust 716  
for the principal. 717

(L) Language in a power of attorney granting power with 718  
respect to borrowing transactions authorizes the attorney in fact 719

<u>to do all of the following:</u>	720
<u>(1) Borrow money;</u>	721
<u>(2) Mortgage or pledge any real estate, tangible personal property, or intangible personal property as security for any borrowing transactions;</u>	722 723 724
<u>(3) Sign, renew, extend, pay, and satisfy any notes or other forms of obligations.</u>	725 726
<u>(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:</u>	727 728 729
<u>(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;</u>	730 731 732
<u>(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;</u>	733 734 735 736 737 738 739
<u>(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;</u>	740 741 742 743 744 745
<u>(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</u>	746 747 748 749

attorney in fact determines is useful for the accomplishment of 750  
any of the purposes set forth in division (M) of this section; 751

(e) Hire, discharge, and compensate any attorney, accountant, 752  
expert witness, or other assistants when the attorney in fact 753  
determines that action to be desirable for the proper execution by 754  
the attorney in fact of any of the powers described in division 755  
(M) of this section and for the keeping of needed records; 756

(f) Perform any other acts with respect to a fund of which 757  
the principal is a fiduciary. 758

(2) Division (M) of this section does not authorize a 759  
fiduciary to delegate any power of a fiduciary unless the power is 760  
one the fiduciary is authorized to delegate under the terms of the 761  
trust agreement or other instrument governing the exercise of the 762  
power or under the law of the jurisdiction that governs that trust 763  
agreement or other instrument. 764

(3) As used in division (M) of this section, "fund" means any 765  
trust, probate estate, guardianship, conservatorship, escrow, 766  
custodianship, or other fund in which the principal has, or claims 767  
to have, an interest as a fiduciary. 768

(4) All powers described in division (M) of this section may 769  
be exercised equally with respect to any fund of which the 770  
principal is a fiduciary as of the date of the power of attorney 771  
or becomes a fiduciary after that date, and regardless of whether 772  
the fund is located in the state of Ohio or elsewhere. 773

(N) Language in a power of attorney granting power with 774  
respect to personal and family maintenance authorizes the attorney 775  
in fact to do all of the following: 776

(1) Do the acts necessary to maintain the customary standard 777  
of living of the principal, the principal's spouse, children, and 778  
other individuals customarily or legally entitled to be supported 779

by the principal, including providing living quarters by purchase, 780  
lease, or other contract or paying the operating costs, including 781  
interest, amortization payments, repairs, and taxes, on premises 782  
owned by the principal and occupied by those individuals; 783

(2) For the individuals described in division (N)(1) of this 784  
section, provide normal domestic help, usual vacations and travel 785  
expenses, and funds for shelter, clothing, food, appropriate 786  
education, and other current living costs; 787

(3) For the individuals described in division (N)(1) of this 788  
section, pay expenses for necessary medical, dental, and surgical 789  
care, hospitalization, and custodial care; 790

(4) For the individuals described in division (N)(1) of this 791  
section, continue any provision made by the principal for 792  
automobiles or other means of transportation, including 793  
registering, licensing, insuring, and replacing them; 794

(5) Maintain or open charge accounts for the convenience of 795  
the individuals described in division (N)(1) of this section and 796  
open new accounts the attorney in fact considers desirable to 797  
accomplish a lawful purpose; 798

(6) Continue payments incidental to the membership or 799  
affiliation of the principal in a church, club, society, order, or 800  
other organization or continue contributions to those 801  
organizations. 802

(O) Language in a power of attorney granting power with 803  
respect to benefits from social security, medicare, medicaid, 804  
other governmental programs, or civil or military service 805  
authorizes the attorney in fact to do all of the following: 806

(1) Execute vouchers in the name of the principal for 807  
allowances and reimbursements payable by the United States or a 808  
foreign government or by a state or political subdivision of a 809

state to the principal, including allowances and reimbursements 810  
for transportation of the principal's spouse, children, and other 811  
individuals customarily or legally entitled to be supported by the 812  
principal, and for shipment of their household effects; 813

(2) Take possession and order the removal and shipment of 814  
property of the principal from a governmental or private post, 815  
warehouse, depot, dock, or other place of storage or safekeeping 816  
and execute and deliver a release, voucher, receipt, bill of 817  
lading, shipping ticket, certificate, or other instrument for that 818  
purpose; 819

(3) Prepare, file, and prosecute a claim of the principal to 820  
a benefit or assistance, financial or otherwise, to which the 821  
principal claims to be entitled under a statute or governmental 822  
regulation; 823

(4) Prosecute, defend, submit to arbitration, settle, and 824  
propose or accept a compromise with respect to any benefits the 825  
principal may be entitled to receive; 826

(5) Receive the financial proceeds of a claim of the type 827  
described in division (O) of this section and conserve, invest, 828  
disburse, or use anything so received for a lawful purpose. 829

(P)(1) Language in a power of attorney granting power with 830  
respect to records, reports, and statements authorizes the 831  
attorney in fact to do all of the following: 832

(a) Keep records of all cash received and disbursed for or on 833  
account of the principal, of all credits and debits to the account 834  
of the principal, and of all transactions affecting in any way the 835  
assets and liabilities of the principal; 836

(b) Prepare, execute, and file all tax, social security, 837  
unemployment insurance, and information returns required by the 838  
laws of the United States, of any state or political subdivision 839

of any state, or of any foreign government and to prepare, 840  
execute, and file all other papers and instruments that the 841  
attorney in fact determines is desirable or necessary for the 842  
safeguarding of the principal against excess or illegal taxation 843  
or against penalties imposed for a claimed violation of any law or 844  
other governmental regulation; 845

(c) Prepare, execute, and file any record, report, or 846  
statement with respect to price, rent, wage, or rationing control 847  
or other governmental activity that the attorney in fact 848  
determines is desirable or necessary for the safeguarding or 849  
maintenance of the principal's interest; 850

(d) Hire, discharge, and compensate any attorney, accountant, 851  
or other assistant when the attorney in fact determines that 852  
action to be desirable for the proper execution by the attorney in 853  
fact of any of the powers described in this section; 854

(e) Do any other act, in connection with the preparation, 855  
execution, filing, storage, or other utilization of any records, 856  
reports, or statements of or concerning the principal's affairs 857  
that the principal can do through an attorney in fact. 858

(2) An attorney in fact may exercise all powers described in 859  
division (P)(1) of this section equally with respect to any 860  
records, reports, or statements of or concerning the affairs of 861  
the principal as they exist at the time the principal gives the 862  
power of attorney or after the principal gives the power of 863  
attorney, in the state of Ohio or elsewhere. 864

(O) Language in a power of attorney granting power with 865  
respect to tax matters authorizes the attorney in fact to do all 866  
of the following: 867

(1) Prepare, sign, and file federal, state, local, and 868  
foreign income, gift, payroll, and other tax returns, claims for 869  
refunds, requests for extensions of time, petitions regarding tax 870

matters, and any other tax-related documents, including receipts, 871  
offers, waivers, consents (including consents and agreements under 872  
section 2032A of the "Internal Revenue Code of 1986," Pub. L. No. 873  
94-455, 26 U.S.C. 2032A, as amended), closing agreements, and any 874  
power of attorney required by any tax collection or enforcement 875  
agency with respect to a tax year upon which the statute of 876  
limitations has not run and the following twenty-five tax years; 877

(2) Pay taxes due, collect refunds, post bonds, receive 878  
confidential information, and contest deficiencies determined by 879  
any tax collection or enforcement agency; 880

(3) Exercise any election available to the principal under 881  
federal, state, local, or foreign tax law; 882

(4) Act for the principal in all tax matters for all periods 883  
before any tax collection or enforcement agency. 884

(R) Language in a power of attorney granting power with 885  
respect to licenses authorizes the attorney in fact to obtain, 886  
renew, or transfer all of the following: 887

(1) Automobile, truck, boat, and other vehicle licenses; 888

(2) Business licenses of any type. 889

(S) Language in a power of attorney granting power with 890  
respect to access to documents authorizes the attorney in fact to 891  
do all of the following: 892

(1) Have access to and possession of the principal's will, 893  
trusts, instruments, deeds, life insurance policies, contracts, 894  
employee benefit records, and other documents, including, but not 895  
limited to, documents protected under the "Financial Services 896  
Modernization Act of 1999," Pub. L. No. 106-102, 15 U.S.C. 6801, 897  
as amended, and the "Health Insurance Portability and 898  
Accountability Act of 1996," Pub. L. No. 104-191, 42 U.S.C. 300gg, 899  
as amended; 900

(2) Have access to mail and redirect mail. 901

(T) Language in a power of attorney granting power with 902  
respect to employment of agents authorizes the attorney in fact to 903  
do all of the following: 904

(1) Employ attorneys, accountants, investment advisors, 905  
expert witnesses, realtors, or other professionals when the 906  
attorney in fact believes the employment of the professional to be 907  
desirable; 908

(2) Pay any agents reasonable compensation. 909

(U) Language in a power of attorney with respect to 910  
delegation authorizes the attorney in fact to delegate any or all 911  
of the powers granted by the principal to any person or persons 912  
whom the attorney in fact selects. 913

(V) Language in a power of attorney granting power with 914  
respect to claims and litigation authorizes the attorney in fact 915  
to do all of the following: 916

(1) Assert and prosecute before a court or administrative 917  
agency a claim, claim for relief, cause of action, counterclaim, 918  
offset, or defense against an individual, organization, or 919  
government, including an action to recover property or any other 920  
thing of value, to recover damages sustained by the principal, to 921  
eliminate or modify tax liability, or to seek an injunction, 922  
specific performance, or other relief; 923

(2) Bring an action to determine adverse claims, intervene in 924  
litigation, and act as amicus curiae; 925

(3) In connection with litigation, procure an attachment, 926  
garnishment, libel, order of arrest, or other preliminary, 927  
provisional, or intermediate relief and use any available 928  
procedure to effect or satisfy a judgment, order, or decree; 929

(4) In connection with litigation, perform any lawful act, 930

including acceptance of tender, offer of judgment, admission of 931  
facts, submission of a controversy on an agreed statement of 932  
facts, consent to examination before trial, and bind the principal 933  
in litigation; 934

(5) Submit to arbitration, settle, and propose or accept a 935  
compromise with respect to a claim or litigation; 936

(6) Waive the issuance and service of process upon the 937  
principal, accept service of process, appear for the principal, 938  
designate persons upon whom process directed to the principal may 939  
be served, execute and file or deliver stipulations on the 940  
principal's behalf, verify pleadings, seek appellate review, 941  
procure and give surety and indemnity bonds, contract and pay for 942  
the preparation and printing of records and briefs, and receive 943  
and execute and file or deliver a consent, waiver, release, 944  
confession of judgment, satisfaction of judgment, notice, 945  
agreement, or other instrument in connection with the prosecution, 946  
settlement, or defense of a claim or litigation; 947

(7) Act for the principal with respect to a voluntary or 948  
involuntary bankruptcy or insolvency proceeding concerning the 949  
principal or another person, a reorganization proceeding, or a 950  
receivership or application for the appointment of a receiver or 951  
trustee that affects an interest of the principal in property or 952  
any other thing of value; 953

(8) Pay a judgment against the principal or a settlement made 954  
in connection with litigation and receive and conserve money or 955  
any other thing of value paid in settlement of or as proceeds of a 956  
claim or litigation. 957

**Section 2.** That existing section 2106.18 of the Revised Code 958  
is hereby repealed. 959