

Prepared by:

Title USA, LLC  
478 NE 3rd Street, Suite C  
Crystal River, FL 34429

Return to: GRANTEE

File Number: T20161940

R-ENV

feet

(Space Above This Line For Recording Data)

## Warranty Deed

16  
5  
\$172,000.00  
This Warranty Deed made this 17th day of MAY, 20 16, between Brigitte Rehmann, Individually and as Trustee of the Brigitte Rehmann Revocable Trust, dated April 8, 2002, whose post office address is 524 Long Shadow Circle, Spring, TX 77388, grantor, and Thomas P. Foran and Jane G. Foran, husband and wife, whose post office address is 94-2 Park St., Portland, ME 04101 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the **Hernando County, Florida**, to-wit:

**Lot 22, TIMBER PINES, TRACT 49, a subdivision according to the plat thereof recorded at Plat Book 27, Page 29, in the Public Records of Hernando County, Florida.**

**Subject to easements, restrictions and reservations of record and to taxes for the year 2016 and thereafter.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

William H. Kimball  
Witness Signature  
WILLIAM H. KIMBALL  
Witness Printed Name

Monika Garrison  
Witness Signature  
Monika Garrison  
Witness Printed Name

State of Texas

County of Harris

**Brigitte Rehmann, Individually and as Trustee of the  
Brigitte Rehmann Revocable Trust, dated April 8, 2002**

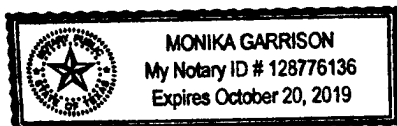
Brigitte Rehmann **INDIVIDUALLY AND AS**  
**By Brigitte Rehmann, Trustee** **TRUSTEE**

The foregoing instrument was acknowledged before me this 17 day of May, 20 16, by **BRIGITTE REHMANN, INDIVIDUALLY AND AS TRUSTEE OF THE BRIGITTE REHMANN REVOCABLE TRUST, DATED APRIL 8, 2002**, who ( ) is personally known to me or ( ) has produced LOGA1018230 as identification.

FLORIDA ID

Monika Garrison  
Notary Public  
Monika Garrison  
Notary Printed Name

My Commission Expires: 10-20-2019



52.52

THE STATE OF FLORIDA

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COUNTY OF HERNANDO

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THIS TRUST AGREEMENT is entered into on April 8<sup>th</sup>, 2002, between BRIGITTE REHMANN, of Hernando County, Florida, as Grantor (the "Grantor"), and BRIGITTE REHMANN, of Hernando County, Florida, as initial Trustee (the "Trustee").

### WITNESSETH:

The Grantor desires to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Grantor has transferred to the Trustee, and the Trustee acknowledges receipt from the Grantor of the sum of one dollar in cash. This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "BRIGITTE REHMANN REVOCABLE TRUST, dated April 8<sup>th</sup>, 2002."

### ARTICLE I - IDENTIFICATION

The Grantor has two children, ALLEN ROBERT REHMANN and LARRY JACK REHMANN. It is the Grantor's intention to make no initial provisions in this Trust Agreement for LARRY JACK REHMANN. It is also the Grantor's intention to make no provisions in this Trust Agreement for the descendants of LARRY JACK REHMANN.

### ARTICLE II - INITIAL REVOCABLE TRUST

A. **Distributions.** The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Grantor in such amounts as the Grantor may direct. All trust net income not otherwise appointed by the Grantor shall be accumulated and invested.

B. **Distributions If Grantor Incapacitated.** In the event that the Grantor becomes severely ill, incapacitated or unable to communicate with the Trustee, as determined by a licensed physician in writing or by the Trustee in the Trustee's absolute and uncontrolled judgment (or if the Grantor is serving as Trustee, by the successor named herein), then the Trustee shall

years after the date of death of the last to die of the Grantor, and the descendants of the Grantor's parents who are living at the time of the execution of this Trust Agreement; provided, however, that if the Trustee at any time merges and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such merged trust shall not continue beyond the date on which either of such trusts would, without regard to such merger, have been required to expire under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust or trusts (including a merged trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such trust shall be distributed to the Beneficiary thereof.

#### ARTICLE V - TRUSTEE PROVISIONS

A. **Powers.** The Trustee shall have all of the powers conferred upon trustees by Sections 733.612 and 737.402 of the Florida Statutes, and by any amendments to Sections 733.612 and 737.402 of the Florida Statutes or any corresponding statute, except for any instance in which Sections 733.612 and 737.402 of the Florida Statutes or any such other statutory provisions may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the absolute and uncontrolled discretion of the Trustee without duty to diversify investments, any property transferred to the Trustee by the Grantor or any other person, including securities of any corporate Trustee, without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of any trust created by this instrument) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of each trust, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of such trust;

(4) To invest and reinvest any part of any trust in any kind of property whatsoever, real or personal (including oil, gas and other mineral leases, royalties, overriding royalties and other interests), whether or not productive of income and

administration of a particular trust, in which event the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each income beneficiary of the affected trust.

**G. Per Stirpes.** When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) members of the nearest generation of descendants who are then living, and (ii) deceased members of that generation who leave descendants who are then living. This division into shares shall begin at the generation nearest to such person that has a surviving member. Each living member of the nearest generation of descendants with a member then living shall receive one share, and the share that would have passed to each deceased member of that generation who leaves descendants who are then living shall be divided in a similar manner (by reapplying the preceding rule) among his or her then living descendants. For example, if a person has deceased children and living children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no living children at that time, that equal division will be made at the grandchild level (or lower, if appropriate) and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition. In the case of a distribution which is to be made "per stirpes" in the event of the death of the Grantor, references in this Section to "then living" or to "living" shall mean persons who survive the Grantor.

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto set their hands as of the date first above written.

*Brigitte Rehmman*

BRIGITTE REHMANN, Grantor

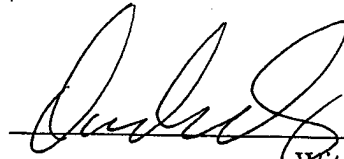
*Brigitte Rehmman*

BRIGITTE REHMANN, Trustee

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Grantor in our presence as of the date first above written, and declared by the Grantor to be the Grantor's revocable trust, and such instrument was signed by the Trustee in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Grantor and the Trustee, and in the presence of each other, on

April 8<sup>th</sup>, 2002.

B. R.



Witness

4106 Deltona Blvd, SH FL 34606

Address



Witness

4106 Deltona Blvd, Spring Hill, FL

Address

THE STATE OF FLORIDA

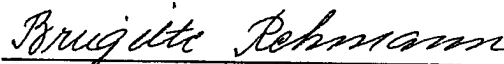
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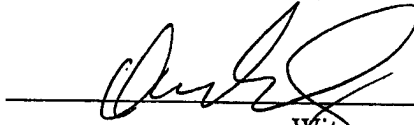
COUNTY OF HERNANDO

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WE, the undersigned, being the Grantor and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor, in the presence of witnesses, signed the instrument as the Grantor's revocable trust, that such Grantor signed or directed another to sign for the Grantor, that the Grantor signed such instrument willingly, and that each of the witnesses, in the presence of the Grantor and in the presence of each other, signed the revocable trust as a witness.



BRIGITTE REHMANN, Grantor



Witness



Witness

SUBSCRIBED AND SWORN TO before me by BRIGITTE REHMANN, Grantor,  
 who is personally known to me or who has produced  
 \_\_\_\_\_ (type of identification) as identification, by DAVID J. DAY, a  
 witness who is personally known to me or who has produced  
 \_\_\_\_\_ (type of identification) as \_\_\_\_\_ identification, and by

ANNE L. MEDICH, a witness who is personally known to me or who has produced  
4/8/02 (type of identification) as identification, on  
                    , 2002.

  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF FLORIDA

Notary's printed name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

THE STATE OF FLORIDA

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TONI A. PAZIENZA  
 NOTARY PUBLIC - STATE OF FLORIDA  
 COMMISSION # DD067988  
 EXPIRES 10/28/2005  
 BONDED THRU 1-888-NOTARY1

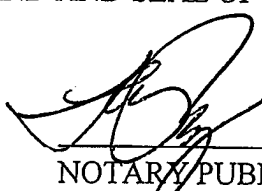
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COUNTY OF HERNANDO

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BEFORE ME, the undersigned authority, on this day personally appeared  
 BRIGITTE REHMANN, known to me to be the person whose name is subscribed to the foregoing  
 instrument as Trustee, and acknowledged to me that such Trustee executed the same for the  
 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on 4/8,  
 2002.

  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF FLORIDA

Notary's printed name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

TONI A. PAZIENZA  
 NOTARY PUBLIC - STATE OF FLORIDA  
 COMMISSION # DD067988  
 EXPIRES 10/28/2005  
 BONDED THRU 1-888-NOTARY1

B. R.

85  
EXHIBIT B

**DURABLE POWER OF ATTORNEY**  
**UNDER SECTION 709.08 OF THE FLORIDA STATUTES**

I, BRIGITTE REHMANN, my address being 2382 Summercrest Lane, Spring Hill, Florida 34606, make, constitute and appoint my friend, LYNN ANNE KIMBALL, whose address is 526 Long Shadow Circle, Spring, TX 77388, as my attorney in fact and agent (hereinafter referred to as "agent").

**ARTICLE I**

I hereby give and grant unto my said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present. My agent shall have full power and authority over any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

**ARTICLE II**

In addition to the broad grant of powers given to my agent in Article I, my agent is authorized to act for me in my name, place and stead and may exercise any or all of the powers contained in this Article II.

**2.1 Grant of Additional General Powers.** My agent may exercise all of the following powers: (1) demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which I am, may become, or may claim to be entitled; (2) conserve, invest, disburse, or use any money or other thing of value received on my behalf for the purposes intended; (3) contract in any manner with any person, on terms agreeable to my agent, to accomplish a purpose of a transaction and perform, rescind, reform, release, or modify a contract made by or on my behalf; (4) execute, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument my agent considers desirable to accomplish a purpose of a transaction; (5) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against me or intervene in an action or litigation relating to the claim; (6) seek on my behalf the assistance of a court to carry out an act authorized by this durable power of attorney; (7) engage, compensate, and discharge an attorney, accountant,

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expert witness, investment counsel, custodian, broker, accountant, appraiser or other professional advisor, and to compensate any such advisor as is reasonable, and to determine whether or not to act upon the advice of any such advisor without liability for acting or failing to act; (8) keep appropriate records of each transaction, including an accounting of receipts and disbursements; (9) prepare, execute, and file a record, report, or other document which my agent considers necessary or desirable to safeguard or promote my interest under a statute or governmental regulation; (10) reimburse my agent for expenditures made in exercising the powers granted by this durable power of attorney; and (11) in general, do any other lawful act that I may do with respect to a transaction.

**2.2 Real Property Transactions.** With regard to real property transactions, my agent may exercise all of the following powers: (1) convey or mortgage homestead property, except that if I am married, joinder of my spouse shall be required; (2) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property; (3) 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 or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property; (4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist; (5) 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 me, including power to insure against a casualty, liability, or loss; obtain or regain possession or protect the interest or right by litigation, action, or otherwise; pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; (6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which I have or claim to have an estate, interest, or right; (7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including selling or otherwise disposing of the shares or obligations; exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and voting the shares or obligations in person or by proxy; (8) change the form of title of an interest in or right incident to real property; and (9) dedicate easements or other real property in which I have or claim to have an interest to public use, with or without consideration.

**2.3 Tangible Personal Property Transactions.** With regard to tangible personal property transactions, my agent may exercise all of the following powers: (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, mortgage, encumber, pledge,

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hypothecate, create a security interest in, pawn, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property; (3) release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (4) do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on my behalf, including insuring against casualty, liability, or loss; obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise; paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving from place to place; storing for hire or on a gratuitous bailment; and using, altering, and making repairs or alterations.

**2.4 Stock and Bond Transactions.** With regard to stock and bond transactions, my agent may execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my or my nominee's name. My agent may also buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes, receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

**2.5 Commodity and Option Transactions.** With regard to commodity and option transactions, my agent may buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

**2.6 Banking and Other Financial Institution Transactions.** With regard to banking and other financial institution transactions, my agent may exercise all of the following powers: (1) continue, modify, or terminate an account or other banking arrangement made by or on my behalf; (2) establish, modify, or 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 my agent; (3) hire a safe deposit box or space in a vault; (4) contract to procure other services available from a financial institution as my agent considers desirable; (5) withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution; (6) receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to them; (7) enter a safe deposit box or vault and withdraw or add to the contents; (8) borrow money at an interest rate agreeable to my agent and pledge as security my real or personal property necessary to borrow, pay, renew, or extend the time of payment of my debt; (9) make, assign, draw, endorse, discount, guarantee, and negotiate

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promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper owned by me, or payable to me or to my order, to receive the cash or other proceeds of those transactions; (10) receive for me and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument; (11) apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and (12) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

**2.7 Business Operation Transactions.** With regard to business operation transactions, my agent may exercise all of the following powers: (1) operate, buy, sell, enlarge, reduce, or terminate a business interest; (2) to the extent that my agent is permitted by law, to perform a duty or discharge a liability or exercise a right, power, privilege, or option that I have, may have, or claim to have under a partnership agreement, whether or not I am a general or limited partner; (3) to the extent that my agent is permitted by law, to enforce the terms of a partnership agreement by litigation, action, or otherwise; (4) to the extent that my agent is permitted by law, to defend, submit to arbitration, settle, or compromise litigation or an action to which I am a party because of membership in the partnership; (5) exercise in person or by proxy or enforce by litigation, action, or otherwise a right, power, privilege, or option I have or claim to have as the holder of a bond, share, or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which I am a party because of a bond, share, or similar instrument; (6) with respect to any business owned solely by me, continue, modify, renegotiate, extend, and terminate a contract made with any individual or legal entity, firm, association, or corporation by or on my behalf with respect to the business before execution of the power of attorney; (7) with respect to any business owned solely by me, to determine the location of its operation; the nature and extent of its business; the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; the amount and types of insurance carried; and the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees; (8) with respect to any business owned solely by me, to change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; (9) with respect to any business owned solely by me, to demand and receive money due or claimed by me or on my behalf in the operation of the business and control and disburse the money in the operation of the business; (10) put additional capital into a business in which I have an interest; (11) join in a plan of reorganization, consolidation, or merger of the business; (12) sell or liquidate a business or part of it at the time and on the terms that my agent considers desirable; (13) establish the value of a business under a buy-out agreement to which I am a party; (14) 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, department, or instrumentality or that my agent considers desirable and make related payments; and (14) pay, compromise, or contest taxes or assessments and do any other act that my agent considers desirable

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to protect me 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.

**2.8 Insurance Transactions.** With regard to insurance transactions, my agent may exercise all of the following powers: (1) continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on my behalf that insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, or additional contracts of insurance and annuities for me or my spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment; (3) pay the premium or assessment on or modify, rescind, release, or terminate a contract of insurance or annuity procured by my agent; (4) designate the beneficiary of a contract of insurance or annuity, except that my agent may be named a beneficiary of the contract or annuity or an extension, renewal, or substitute for the contract or annuity only to the extent my agent was named as a beneficiary under a contract or annuity procured by me before executing this power of attorney; (5) apply for and receive a loan on the security of the contract of insurance or annuity; (6) surrender and receive the cash surrender value of a contract of insurance or annuity; (7) exercise an election; (8) change the manner of paying premiums; (9) change or convert the type of insurance contract or annuity with respect to which I have or claim to have a power described in this section; (10) change the beneficiary of a contract of insurance or annuity, except that my agent may be designated a beneficiary only to the extent my agent was named as a beneficiary under a contract procured by me before executing this power of attorney; (11) apply for and procure government aid to guarantee or pay premiums of a contract of insurance on my life; (12) collect, sell, assign, hypothecate, borrow on, or pledge my interest in a contract of insurance or annuity; and (13) pay from proceeds or otherwise, compromise or contest, or 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 because of the tax or assessment.

**2.9 Estate, Trust, and Other Beneficiary Transactions.** With regard to estate, trust, and other beneficiary transactions, my agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am, may become, or claim to be entitled, as a beneficiary, to a share or payment, including to: (1) 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; (2) demand or obtain by litigation, action, or otherwise money or any other thing of value to which I am, may become, or claim to be entitled because of the fund; (3) initiate, participate in, or oppose a legal or judicial proceeding to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; (4) initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary; (5) conserve, invest, disburse, or use anything received for an authorized purpose; and (6) transfer all or part of my interest in real

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property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by me as settlor.

**2.10 Claims and Litigation.** With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, 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 an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, 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 binding of me 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 on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my 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, or 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 me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**2.11 Personal and Family Maintenance.** With regard to personal and family maintenance, my agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me, my spouse and children, and other individuals customarily or legally entitled to be supported by me, 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 me and occupied by those individuals; (2) provide for the individuals described by Subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by Subsection (1) of this section; (4) continue any provision made by me for the individuals described by Subsection (1) of this section, for

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automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by Subsection (1) of this section and open new accounts the my agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

**2.12 Benefits From Certain Governmental Programs or Civil or Military Service.** With regard to benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service empowers the attorney in fact or agent to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described by Section 2.11(1) of this instrument, and for shipment of their household effects; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, 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 to a benefit or assistance, financial or otherwise, to which I claim 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 I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this Section 2.12 of this instrument and conserve, invest, disburse, or use anything received for a lawful purpose.

**2.13 Retirement Plan Transactions.** With regard to retirement plan transactions, my agent may exercise all of the following powers: (1) apply for service or disability retirement benefits; (2) select payment options under any retirement plan in which I participate, including plans for self-employed individuals; (3) designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that my agent may be named a beneficiary only to the extent my agent was a named beneficiary under the retirement plan before this durable power of attorney was executed; (4) make voluntary contributions to retirement plans if authorized by the plan; (5) exercise the investment powers available under any self-directed retirement plan; (6) make "rollovers" of plan benefits into other retirement plans; (7) borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan; (8) waive my right to be a beneficiary of a joint or survivor annuity if I am an unemployed spouse; (9) receive, endorse, and cash payments from a retirement plan; (10) waive my right to receive all or a portion of benefits payable by a retirement plan; and (11) request and receive information relating to me and my retirement plan records.

**2.14 Tax Matters.** With regard to tax matters, my agent may exercise all of the following powers: (1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll,

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Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension 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, as amended, (the "Code"), closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year; (2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; and (4) act for me in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

**2.15 Existing and Foreign Interests.** The powers described in Article II of this power of attorney may be exercised equally with respect to an interest I have at the time this durable power of attorney is executed or an interest which I acquire later, whether or not the interest is located in Florida and whether or not the powers are exercised or the durable power of attorney is executed in Florida.

**2.16 Gifts.** I grant to my agent the power to make gifts of any of my property to or to pay amounts on behalf of (including transfers which are made outright, in trust or otherwise) any one or more of my descendants (including my agent, if my agent is a descendant of mine) or to any charitable organization to which deductible gifts may be made under the income and gift tax provisions of the Code if, in the opinion of my agent, such gifts would reduce income, estate, generation skipping transfer or state inheritance taxes. Such gifts or amounts paid to my descendants shall include those which are excludible under Section 2503(b) or Section 2503(e) of the Code or those to which the split gift provisions of Section 2513 of the Code are expected to apply. Nothing herein shall be construed to require any court action whatsoever prior to making such gifts, nor to restrict such gifts to a situation in which it must be determined that I will remain incompetent for the remainder of my lifetime. Notwithstanding the foregoing, the gifts made by a person who is serving as my agent under this instrument to himself or herself shall not exceed in the aggregate for any calendar year the greater of five thousand dollars (\$5,000) or five percent (5%) of the fair market value of my estate (for U.S. gift tax purposes) as of December 31st of such calendar year.

### **ARTICLE III**

The enumeration of particular powers under a general power set out in this instrument is not intended in any way to limit the more general statement of the power granted, but is intended to be in addition thereto and by way of example thereof.

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#### ARTICLE IV

Any act or thing lawfully done hereunder by my said agent shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "Agent."

#### ARTICLE V

Any third party may transact any matter with my agent in the same manner and to the same extent as the third party would transact such matter with me. Third parties who act in reliance upon the representations of my agent shall be held harmless by me, my estate, the beneficiaries of my estate, or joint owners of property from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. Any third party may rely upon a copy of this instrument certified by my agent to be a true copy of the original hereof, as fully as if such third party had received an original of this instrument.

#### ARTICLE VI

This durable power of attorney shall not be affected by my subsequent incapacity, except as provided in Section 709.08, Florida Statutes. This durable power of attorney shall terminate by one or more of the following circumstances:

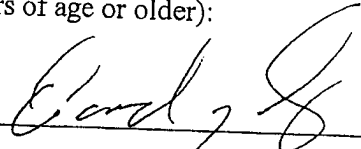
- (1) My death;
- (2) The death or deaths of all agents named in the first paragraph of this instrument; or
- (3) The occurrence of an event described in Section 709.08 of the Florida Statutes.

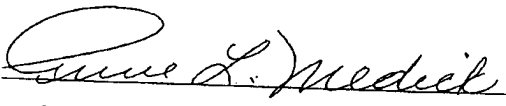
Signed on April 8<sup>th</sup>, 2002.

Brigitte Rehmann  
BRIGITTE REHMANN, Principal

B. R.  
B.R.

WITNESSES (both of whom are  
18 years of age or older):

  
David J. Day, Witness  
(Printed Name)

  
Anne L. Medick, Witness  
(Printed Name)

THE STATE OF FLORIDA

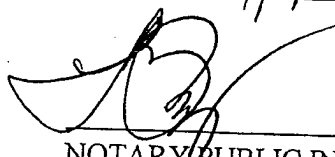
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COUNTY OF HERNANDO

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This document was acknowledged before me on 4/8/02, 2002 by  
BRIGITTE REHMANN, Principal.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF FLORIDA

Notary's printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

TONI A. PAZIENZA  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD067888  
EXPIRES 10/28/2005  
BONDED THRU 1-R888-NOTARY1

B.R.  
B.R.