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| YORK COUNTY, SC |             |
| 2025031610      | POWER ATTY  |
| RECORDING FEES  | \$25.00     |
| STATE TAX       | \$0.00      |
| COUNTY TAX      | \$0.00      |
| 09-18-2025      | 09:14:21 AM |
| BK:RB 22142     | PG:451-462  |



# **DURABLE POWER OF ATTORNEY**

**OF**

**ROBERT L. BRENNEMAN**

2755 Highway 61  
York, SC 29745

# *Durable Power of Attorney of*

**ROBERT L. BRENNEMAN**

## **ARTICLE I DESIGNATION OF AGENT**

**A. Designation of Agent.** I, ROBERT L. BRENNEMAN, of York County, South Carolina, designate my spouse, BONNIE K. BRENNEMAN, as my Agent for the purposes set out below.

**B. Designation of Successor Agent.** If my spouse, BONNIE K. BRENNEMAN, is not reasonably available or is unable or unwilling to serve for any reason as my Agent, then I designate my son, AARON BRENNEMAN, to serve in that capacity. If my son, AARON BRENNEMAN, is not reasonably available or is unable or unwilling to serve for any reason as my Agent, then I designate my daughter, AMBER SMITH, to serve in that capacity.

## **ARTICLE II GRANT OF GENERAL AUTHORITY**

**A. General Powers and General Authority.** I grant to my Agent, or any successor Agent serving pursuant to Paragraph B. of Article I of this Durable Power of Attorney, the power and general authority to act for me with respect to the following subjects:

1. **Real Property.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-204. In addition to and without limiting the powers and general authority granted by South Carolina Code of Laws §62-8-204 and §62-8-203, my Agent also shall have the power and general authority to: (i) execute and deliver any deed with or without covenants or warranties; (ii) make, execute, and deliver, receive, or obtain any lease, indenture of lease, or contract for lease of any real property in which I have, or claim to have, an interest or right, and any assignment of lease, or indenture of lease, and consent to the assignment thereof, for such period of time, and with provisions for renewals, conditions, agreements, and covenants as my Agent shall deem proper; (iii) amend, extend, modify, or cancel any of the terms, covenants, or conditions, including covenants to pay rent, of any lease, indenture of lease, and contract of lease, whether made before or after execution of this Durable Power of Attorney, and to cancel, surrender, and accept the surrender of any lease, indenture of lease, and contract to lease; (iv) execute any "Notice of Intent" to return to my residence should I temporarily reside in a long-term care facility and I am unable to currently express such intent,

whether orally or in writing; and (v) repair, renovate, improve, remodel, or tear down any building or other structure or part thereof of real property in or incident to which I have, or claim to have, an interest or right.

2. **Tangible Personal Property.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-205. In addition to and without limiting the powers and general authority granted by South Carolina Code of Laws §62-8-205 and §62-8-203, my Agent also shall have the power and general authority to: apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup truck, van, motorcycle, or other motor vehicle in which I have, or claim to have, an interest or right, and to represent in such transfer or assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer or assignment.

3. **Stocks and Bonds.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-206. In addition to and without limiting the powers and general authority granted by South Carolina Code of Laws §62-8-206 and §62-8-203, my Agent also shall have the power and general authority to: (i) assign and transfer upon the books of any municipality, corporation, association, or company any stocks, bonds, or other securities which are now or may hereafter be registered in my name; and (ii) effect, participate in, or consent to any reorganization, merger, or other action affecting any securities which I now or may hereafter own, or the issuers thereof, and to make payments in connection therewith.

4. **Commodities and Options.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-207.

5. **Banks and Other Financial Institutions.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-208. In addition to and without limiting the powers and general authority granted by South Carolina Code of Laws §62-8-208 and §62-8-203, my Agent also shall have the power and general authority to: (i) deposit cash, checks, drafts, vouchers, money orders, electronic funds, negotiable or nonnegotiable papers, or other into any account that I own, in which I have an interest, or is established for my benefit at any bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution; (ii) receive payment of any indebtedness due me or any money coming to me, and to receive payment of dividends, interest, and principle, and to give receipts, releases, and acquittances therefore; (iii) continue, modify, and terminate any service available from a financial institution; (iv) guarantee any obligation necessary for any entity in which I have an ownership interest to borrow money or to pay, renew, or extend the time of payment of a debt; (v) pledge as security personal property of mine necessary for any entity in which I have an ownership interest to borrow money or to pay, renew, or extend the time of payment of a debt; and (vi) establish, modify, and terminate an ABLE account as defined under §529A of the Internal Revenue Code with any State or financial institution selected by my Agent and have the same authority over the ABLE account as my Agent has with regard to any other account with a bank or other financial institution.

6. **Operation of Entity or Business.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-209.

7. **Insurance and Annuities.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-210.

8. **Estates, Trusts, and Other Beneficial Interests.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-211.

9. **Claims and Litigation.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-212. In addition to and without limiting the power and general authority granted by South Carolina Code of Laws §62-8-212 and §62-8-203, my Agent also shall have the power and general authority to: (i) retain, discharge, and substitute counsel and authorize appearances of such counsel to be entered for me in any claim, action, or proceeding at law or in equity or otherwise before any tribunal or administrative body; and (ii) enforce any award, judgment, or settlement awarded to me through any proceeding, claim, action, settlement, or alternative dispute resolution.

10. **Personal and Family Maintenance.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-213. In addition to and without limiting the power and general authority granted by South Carolina Code of Laws §62-8-213 and §62-8-203, my Agent also shall have the power and authority to use whatever property I own or in which I have an interest to carry out the powers and general authority granted to my Agent under South Carolina Code of Laws §62-8-213.

11. **Benefits from Governmental Programs or Civil or Military Service.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-214.

12. **Retirement Plans.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-215, including but not limited to the power to exercise any right with regard to any retirement plan I have or entered into by my Agent on my behalf, including, but not limited to, the power (i) to create and contribute to an individual retirement account, an employee benefit plan, or other retirement plan, (ii) to “rollover” plan benefits, (iii) to borrow money from any such plan, (iv) to select options with respect to any such plan, and (v) to make or change the beneficiary designation of any such plan, except that my Agent cannot be designated beneficiary unless my Agent is my spouse or a child or grandchild of mine.

13. **Taxes.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-216.

14. **Gifts.** My Agent shall have all the powers and general authority contained in South Carolina Code of Laws §62-8-217.

**B. Additional Powers and Authority.** In addition to the general powers and authorities listed above, my Agent shall also have all the following powers and authorities:

1. **Institutionalization.** If I am permanently incapacitated and must leave my home permanently, my Agent shall have the power and authority to dispose of any and all my tangible personal property, including clothing, wearing apparel, jewelry, household furniture and furnishings, silverware, ornaments, china, paintings, art objects, coin collections, collectables, books, and personal effects, etc., and to vacate my home, or any home I may own during the time this Durable Power of Attorney is in effect. Items to be disposed of may be disposed of by gift, sale, or by retention thereof by my Agent. At the discretion of my Agent, items of personal effects may be given as I have requested, in writing, to my family members or others.

2. **Contracts.** In addition to and without limiting the power and authority granted by South Carolina Code of Laws §62-8-203 to make and enter contracts for the subject matters under Paragraph A. of this Article, my Agent shall have the power and authority to enter into, perform, modify, extend, cancel, compromise, or otherwise act with respect to any contract of any sort whatsoever on my behalf.

3. **Employ Professionals.** In addition to and without limiting the power and authority granted by South Carolina Code of Laws §62-8-203 to employ professionals for the subject matters under Paragraph A. of this Article, my Agent also shall have the power and authority to: (i) employ nurses, doctors, attorneys-at-law, accountants, financial advisors, other advisors, real estate appraisers, real estate brokers, contractors, domestic servants, agents, and others; (ii) remove any of the aforementioned professionals; (iii) appoint others in their place; pay and allow them for their services such salaries, wages, or other remuneration as my Agent shall deem proper.

4. **Exercise Authority Over the Content of Electronic Communications.** The power to (i) exercise authority, access, obtain, possess, use, and take control over the contents of any of my electronic communications sent or received by me, any catalogue of electronic communications sent or received by me, and any other digital asset of mine, and (ii) request and authorize disclosure of the contents of any of my electronic communications sent or received by me, any catalogue of electronic communications sent or received by me, and any other digital asset of mine. The term “digital asset” shall have the meaning provided by South Carolina Code of Laws §62-2-1010 and the term “electronic communications” shall have the meaning provided by 18 U.S.C. §2510(12).

### **ARTICLE III GRANT OF SPECIFIC AUTHORITY**

In addition to the gifting powers granted under Article II above, I expressly grant my Agent the authority to do the following specific acts:

**A. Gifts.**

1. The power to make or join in making of gifts, grants, or other transfers to or for the benefit of any one or more of the following (including my Agent): (i) my spouse, (ii) my issue, (iii) the spouses of my issue, (iv) my siblings, (v) my siblings' issue, and (vi) any other individual or charitable, religious, or educational organization in accordance with my personal history of making and joining in the making of gifts to such other individual or organization.

2. Such gifts may be made in any amount calculated to take advantage of any available tax deduction, exclusion, exemption, or credit.

3. Such benefits to or for the benefit of the donee may be made in any manner that will qualify for the exclusion including, but not limited to, outright gifts, gifts in trust, including trusts created by my Agent, the trustee of which may be my Agent, gifts to a custodian under the Uniform Gifts or Transfers to Minors Act (including a custodian designated by my Agent, which may be my Agent) and gifts to a tuition savings account or prepaid tuition plan as defined under §529 of the Internal Revenue Code, and gifts to an ABLE account as defined under §529A of the Internal Revenue Code.

4. When making gifts or joining in making gifts, my Agent may make a gift of my property only as my Agent determines is consistent with my objectives if actually known by my Agent and if not known, as my Agent determines is consistent with my best interest based on: (i) the value and nature of my property; (ii) my foreseeable obligations and need for maintenance; (iii) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; (iv) eligibility for a benefit, a program, or assistance under a statute or regulation, and (v) my personal history of making or joining in making gifts.

**B. Create or Change Rights of Survivorship.** The power to create, change, or terminate any ownership arrangement, including bank and brokerage accounts, in which I am a joint tenant owning an interest with one or more other persons with right of survivorship.

**C. Create or Change a Beneficiary Designation.** The power to create a new beneficiary designation or change an existing beneficiary designation of any retirement plan or insurance or annuity contract or other account at any financial institution in which I have an interest, except that my Agent cannot increase my Agent's interest as a designated beneficiary nor designate himself or herself as beneficiary unless my Agent is my spouse, a child of mine, or grandchild of mine.

**D. Delegate Authority Granted Under the Durable Power of Attorney.** The power to delegate to another person any of the authority granted to my Agent or engage another person on my behalf. If an appointment of another Agent is necessary, my Agent may appoint such person and revoke the appointment.

**E. Waive My Right to be a Beneficiary of a Joint and Survivor Annuity.** The power to waive my right to be a beneficiary of any joint and survivor annuity, including a survivor benefit under a retirement plan. This waiver of rights shall apply to an annuity or retirement plan which is owned by me or in which I am a participant or a beneficiary.

**F. Dealings with Revocable Trusts.** The power to exercise my powers as grantor of a revocable trust with respect to (i) the revocation and amendment of the revocable trust, (ii) the addition to the revocable trust of all or any part of my real or personal property or my interest in such property, and the disposition of the property of the revocable trust and the power to create a revocable trust with me as grantor, except that the exercise of the powers granted in this paragraph shall not alter the designation of beneficiaries to receive property on my death under my existing estate plan.

**G. Consent to Modification or Termination of Irrevocable Trusts.** The power to exercise my power as grantor or beneficiary of a noncharitable irrevocable trust, including executing any agreement, to consent to the modification or termination of the trust but only if the modification or termination cannot accelerate or increase my Agent's interest in the trust if my Agent is a beneficiary of the trust.

**H. Exercise Fiduciary Powers that I Have Authority to Delegate.** The power to exercise any fiduciary powers that I have authority to delegate.

**I. Renounce or Disclaim Property and Power of Appointment.** The power to renounce or disclaim at any time, in whole or in part: (i) any property, interest in property, or power over property to which I may have succeeded, and (ii) the right of succession to any property or interest in property.

**J. Access to Safe Deposit Box or Vault.** The power, at any time or times, to enter or access any safe deposit box or vault that I own, lease, in which I have an interest, or in which I may have access; the power to withdraw, remove, or add to the contents of such safe deposit box or vault; and the power to relinquish said safe deposit box or vault. Any financial institution in which such safe deposit box or vault may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

**K. Exercise of Powers Over Offices Held by Me.** The power to renounce, accept, or resign from, on my behalf, any offices which I may hold or have the right to hold, including fiduciary positions, and appoint on my behalf any fiduciary which I may have the right to appoint or renounce any such right on my behalf.

#### **ARTICLE IV LIMITATIONS ON EXERCISE OF POWERS BY AGENT**

The following limitations shall apply to the exercise of the powers by my Agent in addition to any other limitations provided in this Durable Power of Attorney:

**A. Legal Obligation of Support.** Unless otherwise specifically provided in this Durable Power of Attorney, my Agent may not exercise authority under this Durable Power of Attorney to create in my Agent, or in an individual to whom my Agent owes a legal obligation

of support, an interest in my property whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise, unless my Agent is my parent or my issue.

**B. Certain Life Insurance Policies.** My Agent may not deal with insurance policies which I may own on the life of my Agent.

## **ARTICLE V MISCELLANEOUS MATTERS RELATED TO MY AGENT**

**A. Guardianship.** I nominate my Agent (or any Successor Agent) acting under this Durable Power of Attorney to be my Conservator or Guardian if protective proceedings or guardianship proceedings for my estate or person have begun after I execute this Durable Power of Attorney. This Durable Power of Attorney shall not automatically terminate upon appointment of a Conservator or Guardian and shall require a court order to terminate it after a Conservator or Guardian has been appointed.

**B. Accountings.** My Agent shall keep a record of all receipts, disbursements, and transactions made on my behalf, but my Agent is not required to disclose such records to me or anyone else unless ordered by a court or requested by me or my Conservator, my Guardian, another fiduciary acting on my behalf, a government agency having authority to protect my welfare, or upon my death by my Personal Representative or the successor in interest of my estate. If such a request is made, my Agent shall comply with the request within thirty (30) days, or if additional time is needed to comply with such request, my Agent shall provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional thirty (30) days unless otherwise specified by the court.

**C. Revocation of Agent's Authority.** In addition to other events or occurrences revoking my Agent's authority under this Durable Power of Attorney, I may revoke that authority and remove my Agent by a writing executed by me and delivered to my Agent in person or to my Agent's last known address by certified or registered mail return receipt requested.

**D. Resignation of Agent.** My Agent shall have the right to resign by giving written notice of resignation to (i) me; (ii) any co-Agent or successor Agent; (iii) a Conservator if one has been appointed for me; and (iv) a Guardian if one has been appointed for me. If there is no co-Agent, successor Agent, Conservator, or Guardian, then the resigning Agent shall give written notice to my Health Care Agent, if I have one, or if I do not have a Health Care Agent, another person reasonably believed by the resigning Agent to have sufficient interest in my welfare. If this Durable Power of Attorney has been recorded, my Agent's resignation must also be recorded in the same location that this Durable Power of Attorney was recorded.

**E. Duty and Liability of Agent.** If my Agent accepts the authority under this Durable Power of Attorney, then in exercising a power granted to my Agent, my Agent shall

act in accordance with my reasonable expectations to the extent they are actually known by my Agent, in my best interests, in good faith, and only within the scope of the authority granted in this Durable Power of Attorney.

**F. Coordination with Health Care Agent.** My Agent shall cooperate with my Health Care Agent appointed pursuant to a Health Care Power of Attorney meeting the requirements of Part 5 of Article 5, Title 62 of the South Carolina Code of Laws and any other person that has authority to make health care decisions on my behalf.

**G. Compensation of its Agent.** My Agent shall serve without compensation.

**H. Reimbursement for Expenses.** My Agent shall be entitled to reimbursement of expenses reasonably incurred on my behalf while acting under this Durable Power of Attorney.

## **ARTICLE VI RELiance ON THIS DURABLE POWER OF ATTORNEY**

**A. Reliance on This Durable Power of Attorney.** A person that in good faith accepts this Durable Power of Attorney without actual knowledge that the Durable Power of Attorney or my Agent's purported authority is void, invalid, or terminated, or that my Agent is exceeding or improperly exercising my Agent's authority, may rely on this Durable Power of Attorney and my Agent's authority as if they were genuine, valid, and still in effect and that my Agent had not exceeded and had properly exercised the authority.

**B. Liability for Reliance.** No person who may act in reliance upon the representation of my Agent for the scope of authority granted to the Agent shall incur any liability to me or to my estate as a result of permitting my Agent to exercise the authority, nor is any person who deals with my Agent responsible to determine or ensure the proper application of funds or property.

## **ARTICLE VII REVOCATION AND TERMINATION**

**A. Revocation of Prior Powers of Attorney.** The execution of this Durable Power of Attorney shall revoke any previously executed powers of attorney regardless of whether the previously executed power of attorney has been recorded in any county in South Carolina, provided that if a previously executed power of attorney has been recorded in any county in South Carolina, this Durable Power of Attorney shall be recorded in the same county as the previously executed power of attorney so that this Durable Power of Attorney may serve as an instrument of revocation of the previously executed power of attorney. I shall notify the Agent acting under any such previously executed power of attorney of its revocation in a writing delivered in person or to the Agent's last known address by registered or certified mail return receipt requested. I do not intend by the execution of this Durable Power of Attorney to revoke

any previously executed Health Care Power of Attorney, safe-deposit box power of attorney, or other power of attorney for limited or specific purpose.

**B. Termination of this Durable Power of Attorney.** This Durable Power of Attorney shall terminate upon (i) my death, (ii) my revocation of this Durable Power of Attorney, (iii) my revocation of my Agent's authority, or upon my Agent's death, incapacity, or resignation, if this Durable Power of Attorney does not provide for another Agent to act, or (iv) upon termination by my Conservator or Guardian through court order.

**C. Revocation of this Durable Power of Attorney.** This Durable Power of Attorney shall be revoked by a subsequent writing executed in accordance with South Carolina Code of Laws §62-8-105 and §62-8-106. If this Durable Power of Attorney is recorded in any county in South Carolina, the subsequent writing must also be recorded in the same county. For the purposes of this paragraph, "subsequent writing" shall include a subsequently executed power of attorney if the subsequently executed power of attorney provides that it revokes any previously executed power of attorney.

## **ARTICLE VIII MEANING AND EFFECT**

The meaning and effect of this Durable Power of Attorney shall for all purposes be determined by the law of the State of South Carolina.

## **ARTICLE IX EFFECTIVE DATE AND DURABILITY**

This Durable Power of Attorney is effective on the date it is signed by me; it is intended to be durable and continuing. It shall remain in effect until revoked by me or until my death; it shall not be affected by my subsequent incapacity, mental incompetence, or detainment.

## **ARTICLE X RECORDING**

If I become incapacitated after executing this Durable Power of Attorney, my Agent (or any Successor Agent serving pursuant to Paragraph B. of Article I of this Durable Power of Attorney) may exercise the authority granted under this Durable Power of Attorney only if this Durable Power of Attorney is recorded in the same manner as a deed in the county where I reside at the time this Durable Power of Attorney is recorded or if I am living out of South Carolina, this Durable Power of Attorney may be recorded in any county where my property is located at the time this Durable Power of Attorney is recorded. This Durable Power of Attorney may be recorded at any time before or after I am incapacitated.

## SIGNATURE AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, as Principal, I have executed this Durable Power of Attorney as of this the 17 day of September 2025, and I have directed that photocopies of this instrument be made which shall have the same force and effect as the original.

  
ROBERT L. BRENNEMAN, Principal

STATE OF SOUTH CAROLINA

ATTESTATION

COUNTY OF YORK

The foregoing Durable Power of Attorney was this the 17 day of September 2025, signed, sealed, published, and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

  
WITNESS #1 SIGNATURE

of

3440 Toringdon Way, Suite 205  
Charlotte, NC 28277  
WITNESS #1 ADDRESS

  
WITNESS #2 SIGNATURE

of

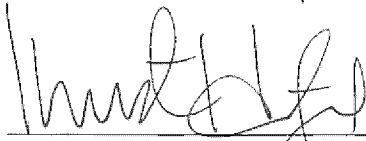
3440 Toringdon Way, Suite 205  
Charlotte, NC 28277  
WITNESS #2 ADDRESS

STATE OF SOUTH CAROLINA

COUNTY OF YORK

All personally appeared before me and made oath that the witnesses saw the within named Principal sign, seal, and as the Principal's act and deed, deliver the foregoing instrument and that witness with the other witnesses whose names are subscribed above, witnessed the execution thereof.

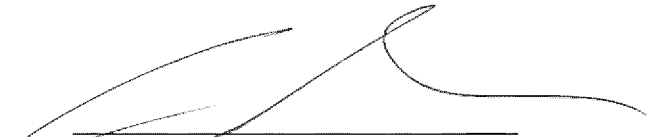
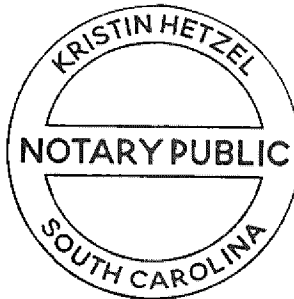
SWORN to before me this  
The 17 day of September 2025



Signature of Notary Public

Kristin Hetzel

Printed or Typed Name of Notary Public

  
Witness #1 from above

My Commission Expires: 10/25/2033

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF YORK

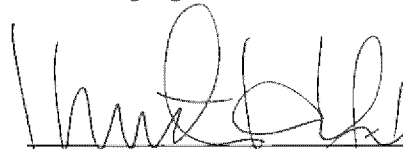
I certify that the Principal, ROBERT L. BRENNEMAN, and the witnesses, Caleb Grant and Danielle C. Childers, personally appeared before me this day, acknowledging to me that the Principal signed the foregoing instrument.

Date: 9/17/2025



My Commission Expires: 10/25/2033

[NOTARIAL SEAL]



Signature of Notary Public

Kristin Hetzel

Printed or Typed Name of Notary Public