

**GENERAL DURABLE POWER OF ATTORNEY
GIVEN BY MIRIAM RUTH FISK DONALDSON,
a/k/a MIRIAM RUTH DONALDSON,
a/k/a MIRIAM R. DONALDSON, AS PRINCIPAL**

I, Miriam Ruth Fisk Donaldson, a/k/a Miriam Ruth Donaldson, a/k/a Miriam R. Donaldson, of Hanahan, South Carolina, as principal (the "Principal"), have this day appointed William Max Donaldson, of 1001 Dennis Drive, Hanahan, South Carolina 29406, to serve as my Agent ("Agent") and to exercise the powers set forth below.

In addition, I have this day also appointed Walter Eugene Fisk, of Elizabethton, TN, to serve as Alternative Agent but without authority to exercise any of the powers set forth below except that if my Agent should be unable or unwilling to serve or to continue to serve as such Agent, then my Alternate Agent shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Agent and the term "Agent" shall thereupon refer to my Alternate Agent named herein. Any third party may deal directly with my Alternate Agent only if my Alternate Agent produces a letter from my initial agent stating that said party is no longer willing to serve as my Agent, or a death certificate of my Agent or a letter from a medical Doctor or a finding of a Court that indicates that my Agent is either incompetent or unable to act as my Agent for any reason. Any third party who relies on either the letter of resignation, the death certificate, note from such doctor, or a finding of a Court shall be indemnified and held harmless by me for any damages caused by their reliance on such documentation.

SECTION 1. ASSET POWERS

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Register of Deeds, Berkeley Co., SC
Cynthia B. Forte

1.1. POWER TO SELL - To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests, marital rights, life estates, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof;

1.2. DISPOSAL OF PROCEEDS OF SALE - To make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate;

1.3. BUY FLOWER BONDS - To buy United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death;

1.4. USE CREDIT CARDS - To use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards;

1.5. POWER TO INVEST - To invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible

or mixed, wherever located, including without being limited to commodities contracts of all kinds, securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interest in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds;

1.6. BROKERAGE ACCOUNTS - To establish, utilize and terminate accounts (including margin accounts) with securities brokers;

1.7. MANAGING AGENCY ACCOUNTS - To establish, utilize and terminate managing agency accounts with corporate fiduciaries;

1.8. EMPLOY CONSULTANTS - To employ, utilize the services of, compensate and terminate the services of such financial and investment advisors, brokers, and consultants as my Agent shall deem appropriate;

1.9. POWER TO MANAGE REAL PROPERTY - With respect to real property (including but not limited to any real property described on any exhibit attached to this instrument and any real property I may hereafter acquire or receive and my personal residence); to lease, sublease, release; to eject, remove and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to hire assistance and labor; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to insert on any exhibit to this instrument containing real property descriptions the descriptions of any real property in which I may now have or hereafter acquire an interest; to sell and buy the same or real property;

1.10. GRANT MORTGAGES, DEEDS OF TRUST, ETC. - To mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent;

1.11. SELL AND BUY - To sell and to buy the same or other personal property;

1.12. POWER TO OPERATE BUSINESSES - To continue the operation of any business belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and upon such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets;

1.13. PARTNERSHIP - To exercise any right, power, privilege or option I may have or may claim under any contract of partnership whether as a general, special or limited partner; to modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership;

1.14. POWER TO EXERCISE RIGHTS IN SECURITIES - To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to vote at all meetings of security holders, regular or special; to make such payments as my Agent deems necessary, appropriate incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special;

1.15. POWER TO DEAL WITH SECURITIES AND BROKERAGE ACCOUNTS - With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my attorney in fact or to others, and in such name and form, including his

own, as he or she may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s); and to make any and all agreements with my broker with reference thereto for me and in my behalf. My attorney in fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own. I also authorize my attorney in fact to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

1.16. POWER TO EXERCISE RIGHTS IN GOVERNMENTAL SECURITIES - To exercise all rights with respect to government securities which I now own or may hereafter acquire, including the right to sell and to buy, or to cash in or redeem such securities.

1.17. POWER TO DEMAND AND RECEIVE - To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving social security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes;

1.18. COMPROMISES, DISCHARGES - To make such compromises, releases, settlements and discharges with respect thereto as my Agent shall deem appropriate;

1.19. POWER WITH RESPECT TO EMPLOYMENT BENEFITS - To create and contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit; to select any payment options under any IRA or employee benefit plan in which I am a participant, (including plans for self-employed individuals) or to change options I have selected; to make and change beneficiary designations; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan;

1.20. POWER WITH RESPECT TO BANK ACCOUNTS - To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

1.21. POWER WITH RESPECT TO SAFE-DEPOSIT BOXES - To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes;

1.22. POWER WITH RESPECT TO LEGAL AND OTHER ACTIONS - To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility;

1.23. POWER TO BORROW MONEY (INCLUDING INSURANCE POLICY LOANS) - To borrow money for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interest in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent;

1.24. POWER TO CREATE, FUND, AMEND AND TERMINATE TRUSTS SOLELY FOR THE BENEFIT OF THE PRINCIPAL - To execute a revocable trust agreement with such trustee or trustees as my Agent shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid in a manner consistent with my Will, and that the trust may be revoked or amended by me or my Agent at any time and from time to time; provided, however, that any amendment by my Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter;

1.25. POWER TO FUND TRUSTS CREATED BY THE PRINCIPAL - To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any

rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident;

1.26. POWER TO FUND TRUSTS CREATED BY OTHERS - To establish and fund with all or any part of my assets any trust, revocable or irrevocable, which contains disposition provisions generally consistent with those set forth in my Will or revocable living trust of mine;

1.27. POWER TO WITHDRAW FUNDS FROM TRUSTS - To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

1.28. POWER TO RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS - To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate;

1.29. POWER TO DISCLAIM, RENOUNCE, RELEASE, OR ABANDON PROPERTY INTERESTS - To renounce, release or disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate, intestate succession or survivorship; to release or abandon any property or interest in property or powers which I may now or hereafter own: including any life estate interest or interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

1.30. POWER WITH RESPECT TO INSURANCE - To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to

pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to transfer ownership of any insurance policies covering my life or any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein, to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate;

1.31. POWER WITH RESPECT TO TAXES - To represent me in all tax matters; to sign a form 2848; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1991 and 2025; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1975 and 2025 before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility; and to receive confidential information and to have full power to perform, on my behalf, the following acts with respect to any matter as to which this Power of Attorney shall apply:

1.31.1. To receive, and to endorse and collect, checks in payment or any refund of Internal Revenue taxes, penalties, or interest;

1.31.2. To execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund;

1.31.3. To execute consents extending the statutory period for assessment or collection of taxes; and

1.31.4. To delegate authority or to substitute another representative.

1.32. POWER TO PROVIDE SUPPORT TO OTHERS - To support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, (adjusted if necessary by circumstances and inflation), including but not limited to the payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses and education, (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning) and in providing for such education to pay for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money;

1.33. POWER TO MAKE LOANS - To lend money and property at such interest rate, if any, and upon such terms and conditions (including interest only loans and self-canceling installment loans), and with such security, if any, and to such persons, including my Agent, as my Agent may deem appropriate; to renew, extend, and modify any such loan or loans that I may have previously made; to guarantee the obligations of any such person; to consent to the renewal, extension and modification of such obligations.

1.34. POWER TO MAKE GIFTS - To make gifts, grants or other transfers of real or personal property, without consideration, including my residence, whether outright or in trust (including the forgiveness of any indebtedness and the completion of any charitable pledges I may have made) to any person or organization as my Agent may select. This specifically includes the right of the Agent to make gifts or transfers of real or personal property to the Agent personally, or to the Agent's family.

Any such transfer by my Agent to my Agent, personally, shall not be considered to be in breach of any fiduciary duty my Agent may owe to me by virtue of this power of attorney or other obligation.

1.35. QUALIFICATION FOR PUBLIC BENEFITS - My Agent shall be authorized to make gifts, without limitation as to the amount, to facilitate my qualifying for the receipt of government benefits for my long-term health care and nursing home care needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts so long as my long-term care is reasonably provided for by my Agent from the assets subject to this Power, or otherwise during the time period I would be disqualified from receiving long-term care and/or medical assistance under the State of South Carolina "Medicaid" program, Veterans program or other public assistance program. Any gifts made pursuant to this subparagraph are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan, or if I have no existing testamentary plan, then according to the Intestate Laws of the State of South Carolina. Any gifts may be made outright or in trust and may include both real and personal property. Any gifts made pursuant to this paragraph by my Agent may also include a gift to

my Agent so long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Laws of Intestacy if I were deceased.

No limit as to the form or size of any gift is hereby imposed on any gift made to qualify me for public assistance;

1.36. POWER TO MAKE LOANS TO AGENT AND OTHERS; POWER TO MODIFY OR FORGIVE LOANS - To make loans to my Agent or anyone else upon such terms and conditions as my Agent may determine in my Agent's sole discretion, including the power to make notes that are self-cancelling at death and/or are interest only. My Agent may also modify or extend any loan made to my Agent or any other persons upon any terms determined by my Agent. My Agent may make loans to my Agent personally and amend said notes. No loan made by my Agent to my Agent personally shall be considered to be in breach of any fiduciary duty my Agent may owe to me by virtue of this power of attorney or by law.

1.37. CATASTROPHIC ILLNESS POWERS - If my Agent determines that it is in my best interests to qualify for Medicaid, Veterans Administration, or SSI benefits, and/or similar federal or state benefits (hereinafter "Governmental Benefits"), and it is foreseeable that failure to do so may cause health related expenses to be incurred which may deplete, or substantially reduce, my assets, and/or those of my spouse, (hereinafter "Catastrophic Illness Expenses"), he or she is authorized to do the following; provided, however, that my Agent attempts to preserve the dispositive provisions of my estate plan, to the maximum extent possible under the circumstances:

1.37.1. To take any and all action, and sign any and all documents that he or she determines to be necessary or advisable to minimize or eliminate a spend down of my assets, or those of my spouse in order to qualify me for any Governmental Benefits, and/or to accelerate the time when I will so qualify, including but not limited to the following:

1.37.1.1. To convert "Countable Assets" to "Non-Countable Assets." For purposes of applying the foregoing:

1.37.1.1.1. The term "Non-Countable Assets" are the assets of my spouse and/or me which are not considered to be income or resources in determining my eligibility for Governmental Benefits.

1.37.1.1.2. The term "Countable Assets" are those assets of my spouse and/or me which are not Non-Countable Assets.

1.37.1.2. Allocating Non-Countable Assets and Countable Assets between the separate estate of me or my spouse in the manner which minimizes or eliminates any

spend-down requirements for qualifications to receive any Governmental Benefits, and/or which accelerates the date when I am eligible for any Governmental Benefits.

1.37.2. Maximizing my spouse's "Community Spouse Resources Allowance," ("CSRA") and/or "Minimum Monthly Maintenance Allowance" ("MMMNA") as those terms are defined in the Medicare Catastrophic Coverage Act, as amended ("MCCA"), or OBRA-93, HCFA Transmittal #64, or similar state law or regulation, including, but not limited to:

1.37.2.1. Seeking judicial or administrative remedies to increase the CSRA and/or the MMMNA, or for any other purpose.

1.37.2.2. Acquisition of assets which would not be counted as a resource for purposes of determining eligibility, such as an annuity.

1.37.3. Gifting of Non-Countable Assets or Countable Assets to such persons, as may be necessary or advisable to carry out the purposes of this provision, even if a period of ineligibility for Governmental Benefits may result.

1.37.4. Selling, exchanging or otherwise disposing of my assets.

1.37.5. Minimizing the share of cost requirements and making maximum utilization of the "name on the instrument" rule, as those terms are used in MCCA and/or state law or regulation.

1.37.6. To take any and all action to pursue any technique or strategy, which may serve to advance my eligibility for Government Benefits.

1.38. APPLICATION FOR GOVERNMENT BENEFITS - My agent shall be authorized to apply for and obtain all state or federal governmental benefits or programs for which I may be eligible, including signing as authorized representative if so required.

1.39. TRANSFER OF ASSETS - Any transfer of assets by my Agent to my Agent personally, whether it be by gift or otherwise, shall not be considered to be in breach of any fiduciary duty my Agent may owe to me by virtue of this power of attorney or other obligation.

SECTION 2. CARE AND CONTROL OF THE PERSON

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

2.1. POWER TO PROVIDE FOR PRINCIPAL'S SUPPORT - To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortizations payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment;

2.2. PROTECT OR DISPOSE OF PROPERTY - If in the judgment of my Agent I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds of any such sale as my Agent deems appropriate) for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Agent shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again (and pay all costs thereof);

2.3. INTER VIVOS DELIVERY TO WILL BENEFICIARY - As an alternative to such storage and safeguarding, to transfer custody and possession (but not title) of any such tangible personal property of mine to the person, if any, named in my will as the recipient of such property;

2.4. POWER TO PROVIDE FOR RECREATION AND TRAVEL - To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits;

2.5. POWER TO PROVIDE FOR SPIRITUAL OR RELIGIOUS NEEDS - To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials;

2.6. POWER TO PROVIDE FOR COMPANIONSHIP - To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself;

2.7. POWER TO MAKE ADVANCE FUNERAL ARRANGEMENTS - To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate;

2.8. POWER TO NOMINATE CONSERVATOR OR GUARDIAN - To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al. being hereinafter referred to as "Personal Representative") representing me or any interest of mine; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

SECTION 3. INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the following:

3.1. RESORT TO COURTS - To seek on my behalf and at my expense:

3.1.1. a declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

3.1.2. a mandatory injunction requiring compliances with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

3.1.3. actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions;

3.2. HIRE AND FIRE - To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate;

3.3. SIGN DOCUMENTS, ETC. - To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments or conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates;

3.4. BORROW, SPEND, LIQUIDATE, SECURE - To expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such

borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own;

3.5. SUPPLEMENT THIS INSTRUMENT - To supplement this instrument by adding or modifying the descriptions of any property, real, personal, or intangible, which I may now or hereafter own, in whole or in part;

3.6. POWER TO DO MISCELLANEOUS ACTS - To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them;

3.7. WAIVER OF CONFIDENTIALITY - This instrument shall constitute a limited waiver of the attorney-client privilege which I have established with any attorney with whom I may have established a confidential relationship. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to my Agent.

3.8. DELEGATION OF AUTHORITY - My Agent or alternate agent may delegate any of the powers set forth herein to a third party to be selected by my Agent or alternate agent for the limited purpose of completing a specific task. If my Agent or alternate agent elects to make such delegation, the delegation shall be in writing by my Agent or alternate agent. The writing shall set forth the specific power or powers to be delegated and the length of time that the delegation shall last or the conditions that must be fulfilled for the delegation to terminate.

SECTION 4. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent given in this instrument, I hereby represent, warrant and agree that:

4.1. THIRD PARTY LIABILITY FOR REVOCATION AND AMENDMENTS - If this instrument is revoked or amended for any reason, I, my estate, my heirs,

successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person(s)") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment;

4.2. AGENT HAS POWER TO ACT ALONE - The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and Personal Representatives;

4.3. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT - No Person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property;

4.4. PRINCIPAL'S HEIRS BOUND - No Person who relies upon any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property of my Agent.

4.5. AUTHORIZATION TO RELEASE INFORMATION TO AGENT - All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Agent's requests;

SECTION 5. DURABILITY PROVISIONS

This power of attorney is executed pursuant to the provisions of S.C. Code Ann. Section 62-5-501. This power of attorney shall not be affected by my physical disability or by mental incompetence which renders me incapable of managing my own estate. It is my intention that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

This power shall remain in full force and effect until written notice of its revocation, signed by me, shall be recorded in the R.M.C. Office for Berkeley County, State of South Carolina.

SECTION 6. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

6.1. COMPENSATION OF AGENT - My Agent shall be entitled to reasonable compensation for services rendered in the discharge of my Agent's duties and shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument;

6.2. NO CONSERVATOR BE APPOINTED - By executing this instrument upon the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no Conservator be appointed for me so long as there is an Agent named in this instrument who is willing and able to act and is acting under this instrument. I request that any court of competent jurisdiction that receives and is asked to act upon a petition for the appointment of a conservator for me give the greatest possible weight to my intention and desires as expressed herein;

6.3. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN FOR PRINCIPAL - Notwithstanding the paragraph above, in the event a Court determines that a conservator or guardian is needed for me, to the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, and if I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request;

6.4. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES - My Agent and my Agent's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate;

6.5. WAIVER OF DUTY TO PRODUCE INCOME AND AGAINST SELF-DEALING TRANSACTIONS - My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

6.6. NO DUTY TO MONITOR HEALTH - My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need to be taken under this instrument;

6.7. SEVERABILITY - If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument;

6.8. GOVERNING LAW AND APPLICABILITY TO FOREIGN JURISDICTION - This instrument shall be governed by the laws of the State of South Carolina in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent;

6.9. POWER NOT AFFECTED BY TIME - This power of attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me.

6.10. DEFINITIONS - Whenever the word:

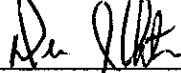
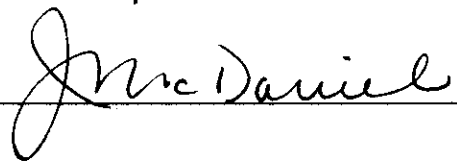
6.10.1. "Agent" or any modifying or equivalent word or substituted pronoun therefore is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.


6.10.2. "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

6.11. PHOTOCOPIES - My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney on this 7 day of Jan, 2004.

WITNESSES:


 MIRIAM RUTH FISK DONALDSON,
 a/k/a MIRIAM RUTH DONALDSON,
 a/k/a MIRIAM R. DONALDSON

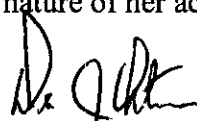
STATE OF SOUTH CAROLINA)


s.s.

ATTESTATION

COUNTY OF CHARLESTON)

We, the undersigned witnesses, witnessed the execution of the foregoing General Durable Power of Attorney, in the presence of the maker, and at her request and each of us and the maker, sign the General Durable Power of Attorney in the presence of each other. We believe the maker to be of sound mind and memory and understands the nature of her act and the consequences thereof.


 Witness


 Witness

STATE OF SOUTH CAROLINA)

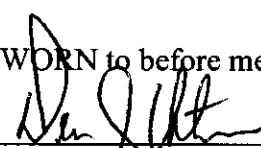
s.s.

PROBATE

COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, on oath says that (s)he saw the within named Maker, MIRIAM RUTH DONALDSON, sign, seal and as her act and deed, deliver the within written General Durable Power of Attorney; and that (s)he with the other witness, witnessed the execution thereof.

SWORN to before me this 7 day of Jan, 2004.


 Notary Public for South Carolina

My Commission Expires: 05/05/12