

KNOW NOW ALL MEN BY THESE PRESENTS that as principal (the "Principal") I, ROBERT F. GREGORY, SR., a resident of the state and county aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint PRECIOUS C. GREGORY, County of Berkeley, State of South Carolina, my true and lawful attorney ("Attorney") for the purposes hereinafter set forth. If PRECIOUS C. GREGORY shall be unable to act, die, resign by written resignation attached hereto or become incapacitated as determined by written certification of a physician licensed to practice medicine in any state of the United States of America, which written certification shall be attached hereto, subject to the limitations set forth in this paragraph, I have also made, constituted and appointed and by these presents do make, constitute and appoint as my true and lawful Co-attorneys ROBERT F. GREGORY, JR., and LINDA DIANE HOLBROOK for the purposes hereinafter set forth.

So long as the limitations described below shall apply, ROBERT F. GREGORY, JR., and LINDA DIANE HOLBROOK, they, or such of them to whom such limitations apply, shall be referred to herein as my "Standby Attorney". The term "Attorney" as used herein shall apply to my Standby Attorney at such time as the limitations described below no longer apply.

(a) The limitations referred to above upon the authority of my Standby Attorneys to act hereunder are as follows:

(i) In no event are ROBERT F. GREGORY, JR. and LINDA DIANE HOLBROOK, authorized to act hereunder so long as PRECIOUS C. GREGORY is living, competent to act, able to act and has not resigned nor been removed;

(ii) If PRECIOUS C. GREGORY is unable to act as my Attorney for any reason, so that ROBERT F. GREGORY, JR., and LINDA DIANE HOLBROOK are acting hereunder as my Attorney, the concurrence of both of them shall be required so long as they are living, competent to act, able to act, and neither

1

FILED, RECORDED, INDEXED
01/31/2001 02:16:31PM
Rec Fee: 28.00 St Fee: 0.00
Co Fee: 0.00 Pages: 22
Issued to: PRECIOUS GREGORY
Register of Deeds Berkeley Co. SC
Cynthia B. Forte

22

of them has resigned nor been removed. PROVIDED, HOWEVER, that either ROBERT F. GREGORY, JR., or LINDA DIANE HOLBROOK may act alone as my attorney-in-fact with the written consent of the other.

(b) The limitations upon the authority to act of my Standby Attorneys shall not apply if my Standby Attorney herein named has executed and delivered an Affidavit setting forth that the limitations described above upon my Standby Attorney's authority to act do not then apply. Upon the execution and delivery of such an Affidavit by my Standby Attorney, my Standby Attorney shall be authorized to act as Attorney, and no person acting in reliance upon such Affidavit shall incur any liability to my estate or me;

(c) My Standby Attorneys are also subject to removal as provided in Article II, Paragraph F hereof.

ARTICLE I

Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this power of attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers in General

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could in my own proper person, if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating To Management of Assets

1. Conveyances. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper, and no person dealing with Attorney shall be bound to see to the application of any monies paid;

2. Management of Real Property. To take, hold, possess, invest, or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property, real or personal for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property; and to enter upon and take possession of any lands, buildings, or tenements, or other structures or any part or parts thereof that may belong to me, or to the possession whereof I may be entitled;

3. Execution and Delivery of Instruments and Documents. To make, endorse, accept, receive, sign, seal, execute, verify, acknowledge, file, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, petitions, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

4. Specific Powers Concerning Only Real Property. To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

5. Investing. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including 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, interests in trust, 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 Attorney; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts (including margin accounts) with securities brokers; to establish, utilize and terminate managing agency accounts with corporate fiduciaries; and to employ, utilize the services of, compensate, and terminate the services of such financial and investment advisors and consultants as my Attorney shall deem appropriate;

6. Business Affairs. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own gross negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;

7. Stocks and Securities. To transfer all of my stocks and/or securities to my Attorney, as Attorney (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein; to sell or exercise stock subscription or conversion rights; to refrain from voting or to vote shares of stock owned by me at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers, and privileges of an owner with respect to any securities constituting my property; to participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto; to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan; to accept and retain new securities received by Attorney pursuant to any such plan; to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to

such property; and to pay any amount or amounts of money as Attorney may deem advisable in connection therewith;

8. Receive and Manage Funds. To deposit in my name and for my account, with any bank, banker, or trust company or any building or savings and loan association or any other banking or similar institution, all monies to which I am entitled or which may come into Attorney's hands as Attorney-in-fact, and all bills of exchange, drafts, checks, promissory notes and other securities for money payable belonging to me, and for that purpose to sign my name and endorse each and every such instrument for deposit or collection; and from time to time, or at any time, to withdraw any or all monies deposited to my credit at any bank, banking, or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do, execute, acknowledge, and deliver for and upon my behalf and in my name all such checks, notes and contracts;

9. Accept and Endorse Government Checks. To endorse, receive, deposit and/or collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership;

10. Borrowing. To borrow money and to encumber, mortgage, or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

11. Collection. To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which I am or may become or may claim to be entitled as salary, wages, commission, or as distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which I have or claim as interest, and to endorse, collect, or otherwise realize upon any instrument for the payment so received;

12. Receive Trust Funds. 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;

13. Litigation. To institute, prosecute, defend, intervene, enforce, abandon, compromise, arbitrate, settle, enforce, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses, or other proceedings, (including any claim by or against me arising out of property damages or personal injuries suffered by or caused by me) or otherwise engage in litigation involving me, my property, or any interest of mine;

14. Property and Liability Insurance. To insure my property against damage or loss against liability with respect to third persons.

15. Dealing With Attorney, Individually. To deal with Attorney in Attorney's individual or any fiduciary capacity in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions.

16. Authorize Appointments. To render an opinion that, by reason of illness or mental or physical disability, I am, in the sole opinion of my Attorney, unable to properly handle my own affairs, such that the successor Trustee to myself, as named in my Revocable Trust Agreement, or any amendments thereto, shall immediately become the Trustee under that Agreement.

C. Powers Relating to Personal Affairs.

1. Maintaining Family, Social, Business, and Personal Relationships. In general, and in addition to all the specific acts in this section enumerated, the power to do any act or acts which I can do through an Attorney for the welfare of my spouse and for the preservation and maintenance of my other personal, social, and business relationships, including, if my Attorney deems it advisable: continuing any service or duty assumed by me prior to the creation of this power or thereafter; and continuing any payments incidental to my membership or affiliation in any church, club, society, order, or other organization and any contributions thereto;

2. Maintaining Customary Standard of Living. To do all acts necessary to maintain my customary standard of living and that of my spouse including, by way of illustration and not by way of restriction: power to provide living quarters by purchase, lease, or by other contract or by payment of the operating costs (including interest, amortization payments, repairs and taxes) of premises owned by me and occupied by my spouse and/or me; to provide normal domestic help for the operation of the household; to provide usual vacations and usual travel expenses; to provide usual educational facilities; and to provide funds for all my current living costs, including, among other things, shelter, clothing, food, and incidentals; and, if necessary, to make all necessary arrangements, contractual or otherwise, for me at any hospital, nursing home, convalescent home, or similar establishment;

3. Health Insurance and Long Term Care Insurance. To continue whatever provision has been made by me, prior to the creation of this power or thereafter, for me and/or my spouse with respect to health care insurance and long term care insurance and to acquire health care insurance and/or long term care insurance for me and/or my spouse and to deal with, claim against, and to demand and collect any payments or proceeds payable under such policies, whether acquired by me or by my Attorney, and whether payable to my attorney or to a provider of services.

4. Transportation. To continue whatever provision has been made by me, prior to the creation of this power or thereafter, for me and/or my spouse with respect to automobiles or other means of transportation, including by way of illustration but not by way of restriction: power to license, to insure, and to replace any automobiles owned by me and customarily used by me and/or my spouse; to apply for a Certificate of Title upon, and endorse and transfer title thereto, to any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer 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 assignment;

5. Charge Accounts. To continue or discontinue whatever charge accounts have been operated by me prior to the creation of this power or thereafter, for my convenience as well as that of my spouse, to open such new accounts as Attorney shall think to be desirable for the accomplishment of any of the purposes

enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by me to make such charges prior to the creation of this Power;

6. Tax Matters. To prepare, to execute, and to file all joint or separate tax, social security, unemployment insurance, and information returns for any years required by the laws of the United States or of any state or subdivision thereof or of any foreign government; to prepare, to execute, and to file all other papers and instruments which Attorney shall think to be desirable or necessary for safeguarding me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable; and to consent to any gift for gift tax purposes and to utilize any gift splitting provision, or to make any tax election; and to act as my Attorney before the Internal Revenue Service with respect to my federal income taxes for the calendar years 1950-2050, inclusive;

7. Hire Agents. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants, workmen or others when Attorney shall think such action to be desirable for the proper execution by Attorney of any of the powers described in this section, and for the keeping of needed records thereof;

8. Maintaining Principal at Residence. To take such measures as are necessary to honor my desire to continue to live in my private residence for as long as I am financially and physically able, notwithstanding the possibility that alternative housing may be recommended by my Attorney or third parties for financial or other reasons. Such power shall include, but not be limited to, modifying the premises, hiring home care providers, obtaining a reverse mortgage on my residence, or taking such other measures as my Attorney considers advisable under the circumstances.

9. Changing Principal's Domicile. In Attorney's sole discretion, to change my place of domicile to a place of my Attorney's choosing if, in the opinion of my Attorney, it is reasonable and beneficial to do so under the circumstances. In making such decision, my Attorney shall take into consideration my personal affiliations (including my proximity to family and friends), the cost of relocating, and

the benefits and drawbacks (both financial and social) of any other place under consideration.

10. Provide for Pets. To house (or provide for housing), support, and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion, to dispose of such animals;

11. Access to Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, where ever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Attorney to exercise this power;

12. Pre-Need Planning Arrangements. To make advance arrangements for funeral services including, but not limited to: purchase of a burial plot and marker and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient, or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances.

13. U.S. Mail. 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 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 the existence of such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine, or to any person for whom I am responsible;

14. Fiduciary Positions. To continue to act, on my behalf or 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, officer or director of a corporation, or 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 any accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Attorney shall deem appropriate;

15. Government Benefits. To apply for, elect, receive, deposit, and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city, or other entity and to obtain, make claim upon, collect, and dispose of insurance and insurance proceeds for my care, custody, and control.

D. Powers Relating to Estate Planning, Gifting, Retirement Planning, And Long-Term Care Planning

1. Gifting Powers.

a. Power to Make Gifts for Estate Planning Purposes if the Principal is disabled. If I shall suffer from a disability and if (i) I am unable to make any decisions with respect to my property; and (ii) I am unlikely to recover to the point where I would be able to make decisions regarding my personal and business affairs and my property; (iii) my property or the proceeds from the sale thereof are not reasonably necessary for my own health, support, or welfare or that of my spouse (if I am, in fact, married at the time the power authorized by this paragraph is exercised); and (iv) the combined value of my spouse's and my property exceeds the amount which, based on my estate planning, will be "estate tax-free", my Attorney may make gifts of my property (both real and personal) outright or in trust, whether based on my prior gift-giving record or in the first instance, through transfer, conveyance or otherwise, to those of my spouse and/or issue as my Attorney shall select, including any member of my family who may be acting as my Attorney-in-fact and including payments for college and post-graduate tuition and medical care of my spouse and my children and, if I am married at the time of the gift, to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; and to pay any gift tax that may arise by reason of such gift. In making gifts hereunder, my Attorney should always make gifts in the same manner I would have, in selecting both the donees and the assets to be given away. My Attorney should consider my Will, any trust agreement I have created, and the history of my lifetime gifts to decide what gifts should be made.

b. Gifts of Personal Property. Additionally, gifts may be made of personal property in accordance with the terms set forth in my current and unrevoked Will or as set forth in a disposition of personal property, as allowed by South Carolina law, which disposes of certain tangible personal property upon my

death; or, if none, to those persons who would take such property by intestacy as if I were then deceased.

2. Disclaiming, Releasing and Abandoning Property. My Attorney may waive, renounce, or disclaim in whole or in part any property or interest in property to which for any reason and by any means I may become entitled, whether by gift, statute, testate, or intestate succession; release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke, or terminate) and may exercise any right I have to claim an elective share;

3. Catastrophic Illness Powers. CAUTION--USE OF THIS POWER SHOULD ONLY BE MADE AFTER CONSULTATION WITH AN ATTORNEY FAMILIAR WITH MEDICAID RULES AND REGULATIONS.

If my Attorney determines that it is in my best interest to qualify for Medicaid, General Assistance, SSI benefits, 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, (hereinafter "Catastrophic Illness Expenses"), my Attorney is authorized to take any and all action, and sign any and all documents that my attorney determines to be necessary or advisable 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; provided, however, that my Attorney shall attempt to preserve the dispositive provisions of my estate plan, to the maximum extent possible under the circumstances.

a. Executing agreements dividing or transmuting any community property of mine, if any, into shares of separate property; or modifying existing agreements concerning the character of property owned by me.

b. Converting "Non-Exempt Assets" to "Exempt Assets". For purposes of applying the foregoing:

(1) The term "Exempt Assets" are the assets of mine which are not considered to be resources in determining my eligibility for Governmental Benefits.

(2) The term "Non-Exempt Assets" are those assets of mine which are not Exempt Assets.

c. Allocating Exempt Assets and Non-Exempt Assets of my estate between the separate estate of my spouse or myself 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.

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

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

(2) Acquiring of assets which would not be counted as a resource for purposes of determining eligibility, such as an annuity.

e. Unconditional gifting of Exempt Assets or Non-Exempt Assets to any adult member(s) of my immediate family in accordance with the terms set forth in my current and unrevoked Will or as set forth in a disposition of personal property, as allowed by South Carolina law, which disposes of certain tangible personal property upon my death; or, if none, to those persons who would take such property by intestacy as if I were then deceased, as may be necessary or advisable to carry out the purposes of this provision. Such gift shall be irrevocable, and my Attorney is authorized to make said gift so long as (i) my long-term care is reasonably provided for by my Attorney from the assets subject to this Power; and (ii) the gift is to those individuals who generally 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 Attorney may also include a gift to my Attorney so long as (i) said gift is part of my established estate plan, if I have one or, if not, pursuant to the laws of intestacy as if I were deceased; (ii) it is made prorata among all of my anticipated heirs as provided for in my established estate plan or pursuant to the laws

of intestacy as may be appropriate, and (iii) such gift is for my Attorney's health, maintenance, education and support, and such gift shall not exceed \$5,000 in any calendar year unless such gifts are in fulfillment of an obligation of support owed by me to my Attorney.

No other limit as to the form or size of any gift is hereby imposed.

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

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

NOTE: THE POWER TO MAKE A GIFT IS INTENDED TO BE GRANTED HEREBY ONLY AS TO SUCH POWERS INDICATED ABOVE AND ONLY FOR THOSE GIFT PURPOSES AS INDICATED ABOVE.

4. IRAs. My Attorney may create and contribute to an IRA or employee benefit plan (including a plan for a self-employed individual) for my benefit; select any payment option 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 **except change of any beneficiary designation**; make voluntary contributions to such plans; make "roll-overs" of plan benefits into other retirement plans; and borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plan;

5. Restrictions and Limitations. Any gifts may be made outright or in trust and may include both real and personal property.

a. Fiduciary Duty and Restrictions. Attorney shall exercise its authority to make gifts in a fiduciary manner, shall not satisfy the legal obligations of Attorney out of any property subject to this power of attorney, and shall not have any power hereunder which would be deemed a general power of appointment for federal estate or gift tax purposes.

b. Gifts to Attorney. Any gifts made pursuant to this paragraph D by my Attorney may also include a gift to my Attorney so long as (i) said gift is part of my established estate plan, if I have one or, if not, pursuant to the

laws of intestacy as if I were deceased; (ii) it is made prorata among all of my anticipated heirs as provided for in my established estate plan or pursuant to the laws of intestacy as may be appropriate, and (iii) such gift is for my Attorney's health, maintenance, education and support, and such gift shall not exceed \$5,000 in any calendar year, unless such gifts are in fulfillment of an obligation of support owed by me to my Attorney.

c. Reservations. Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney or me, and (b) any trust created by Attorney as to which I am a trustee and my attorney is not a trustee.

d. Hold Harmless. Any agent holding assets of mine which makes transfers pursuant to the authority given Attorney under the terms of this Section shall be held harmless by my Estate for any question concerning the authority granted herein and gifts made by direction of my Attorney.

e. No other Limits. No other limit as to the form or size of any gift is hereby imposed.

NOTE: THE POWER TO MAKE A GIFT IS INTENDED TO BE GRANTED HEREBY ONLY AS TO SUCH POWERS INDICATED ABOVE AND ONLY FOR THOSE GIFT PURPOSES AS INDICATED ABOVE.

E. Powers relating to Transfers in Trust

1. In Attorney's sole discretion, to convey, assign, and transfer to my Successor Trustee (the "Trustee") under that current agreement (as amended or restated) (the "Trust") with me as Settlor, all or any part of my property and income of every kind and description, real, personal, intangible or mixed, wherever located, and whether acquired before or after the execution of this power of attorney, said property and income to be held, administered, and distributed in accordance with the terms of the Trust.

2. In Attorney's sole discretion, to assign to the Trust presently and prospectively (or designate Trustee as beneficiary of) the proceeds of any policies of insurance which I may now or hereafter become entitled to receive, including but not

limited to, insurance proceeds payable by reason of my disability, the said proceeds to be held, administered, and distributed in accordance with the terms of the Trust.

3. To execute documents and papers, including deeds of my interests in real property, bills of sale of my personalty, assignments of my intangibles (including my Certificates of Deposit); to make and/or endorse my checks, make savings withdrawals from my savings accounts, enter my safe deposit box and remove all or any part of the contents thereof which, together with any other and further acts or things necessary, appropriate or incidental thereto, shall be necessary or appropriate in order to make transfers described above in paragraph 1 and 2 of this section.

4. To execute a new revocable trust agreement with such trustee or trustees as my Attorney shall select, which trust (unless the purpose of the Trust is to qualify me for Medicaid) 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 Attorney shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative (if the purpose of the Trust is for Medicaid qualification, my Attorney may execute such Trust Agreement under such terms and conditions as are required to qualify for Medicaid, including naming the state or any of its agencies as the remainder beneficiary of such Trust), and that the trust may be revoked or amended by me or my Attorney at any time and from time to time; provided, however, that any amendment by my Attorney must be such that by law or under the provisions of this instrument could have been included in the original trust agreement; and further provided, however, that the trustee must be a bank or trust company authorized to do a trust business in the state of my domicile, the state of domicile of my Attorney, or in any state in which I or my Attorney may from time to time or at any time reside; deliver and convey any or all of my assets to the trust agreement; deliver and convey any or all of my assets to the trustee or trustees thereof;

5. To make any trust of mine irrevocable;

6. To amend any already existing Trust Agreement (except the change of any beneficiary designation);

7. To designate successor or substitute Trustees, all under such

terms and conditions as directed by my Attorney for my benefit or for the benefit of my Attorney, as Attorney, (this power is to be exercised by my Attorney and shall not be delegated in whole or in part); the Trust must be a person (or, if such Trust is irrevocable, a non-subordinate person), bank or trust company authorized to do trust business in the state of my domicile, the state of domicile of my Attorney, or in any state in which I or my Attorney may from time to time or at any time reside;

F. Accounting.

My Attorney shall have the obligation to keep a full and accurate record of all transactions handled in my stead and on my behalf and to account to me or to my designated agents upon demand of myself or my designated agents.

It is my intent in executing this document that my Stand-by Attorney be subject to the same standard of care that a Trustee is subject to in the handling of my assets and in the making of decisions concerning my care and living arrangements. Therefore, in the event that I become incapacitated, my Stand-by Attorney shall account, at least annually, to my spouse and children. The accounting must be in writing and set forth all funds and property owned by me at the time of the accounting, all funds or property of mine which my Stand-by Attorney has paid, transferred, used, invested, reinvested, or otherwise paid out or transferred (since the previous accounting) for my benefit or the benefit of another. This accounting shall also set forth in writing the state of my health, the names of my primary care givers, my attending physician(s), and any arrangements my Stand-by Attorneys have made for my benefit concerning my care or well being.

ARTICLE II

Duration, Termination, Amendment, Resignation, Substitution, and Removal

A. Power not Affected by Principal's Incapacity. This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

B. Termination. This power of attorney shall remain in full force and effect until the earlier of the following events: (1) All named Attorneys have resigned or declined to serve as provided herein and my then acting Attorney has not appointed

a substitute as provided below; (2) I have revoked this power of attorney by written instrument recorded in the public records of the county aforesaid, (3) an unlimited conservatorship has been appointed for me by a court of competent jurisdiction, or (4) upon my death.

C. Amendment. Amendments to this document shall be made in writing by the Principal and they shall be attached to the original of this document. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

D. Resignation. In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of his resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this power of attorney.

E. Substitution. If, at any time, there are no other named Stand-by Attorneys or, in the sole opinion of my then acting Attorney, no other named Stand-by Attorneys are able to serve, my Attorney may constitute and appoint, in my Attorney's place and stead, and as my Attorney's substitute, one Attorney or more for me, with full power of removal of said Attorney (or Attorneys) as I possess pursuant to the removal paragraph below.

F. Removal. Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

ARTICLE III

A. Incidental Powers and Binding Effect. In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of my disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal

representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Attorney alone and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

B. Authorization to Release Information to Attorney. All persons from whom my Attorney 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 Attorney without limitation and are released from any legal liability whatsoever to me, my estate, my heirs and assigns for complying with my Attorney's request.

ARTICLE IV Miscellaneous

A. Incur Costs in Implementing the Above Powers and Reimbursement of Costs. My Attorney shall be entitled to incur reasonable costs in the exercise of any such powers. My Attorney shall render bills for all costs incurred in the exercise of the powers granted in this document. My Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Attorney on my behalf under any provision of this document, but my Attorney shall not be entitled to compensation for service rendered hereunder.

B. Nomination of Representative. To the extent that I am permitted by law to do so, I hereby nominate my Attorney to serve as my guardian, conservator, or in any similar representative capacity and, if I am not permitted by law to so nominate, 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.

C. Governing Law. This document shall be governed by the laws of the State of South Carolina in all respects, including its validity, construction,

interpretation, and termination. I intend for this Durable Power of Attorney to be honored in any jurisdiction where it may be presented and for any such jurisdiction to refer to South Carolina law to interpret and determine the validity of this document and any of the powers granted under this document.

D. Revocation. I revoke all prior General Durable Powers of Attorney that I may have executed other than any Power of Attorney that I may have executed for Health Care purposes and I retain the right to revoke or amend this document and to substitute other Attorneys.

E. Photocopies. My Attorney is authorized to make photocopies of this document as frequently and in such quantity as my Attorney shall deem appropriate. All photocopies shall have the same force and effect as any original.

F. Exculpation. My Attorney and my Attorney's estate, successors, and assigns are hereby released and forever discharged by me, my estate, my heirs, successors, and assigns from all liability and from all claims or demands of all kinds arising out of the acts or omissions of my Attorney, except for willful misconduct or gross negligence.

G. Severability. If any part of any provision of this document shall be invalid or unenforceable under applicable law, said 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 document.

IN WITNESS WHEREOF, as Principal, I have executed this power of attorney as of this 31st day of January, 2001, in multiple counterpart originals and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.



 ROBERT F. GREGORY, SR., Principal

STATE OF SOUTH CAROLINA)
) ATTESTATION
COUNTY OF BERKELEY)
_____))

The foregoing power of attorney was this 31st day of January, 2001, signed (by the Principal making his mark and willingly directing another to sign for him), 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 _____ of _____
Address _____

Witness Vicki S. Moore of Goose Creek SC
Address _____

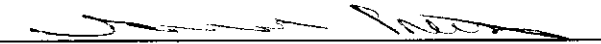
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BERKELEY)
)

Personally appeared deponent and made oath that deponent saw the within named Principal sign (by making his mark and willingly directing another to sign for him), seal and, as the Principal's act and deed deliver the within power of attorney and that deponent, with the other witnesses whose names are subscribed above, witnessed the execution thereof.

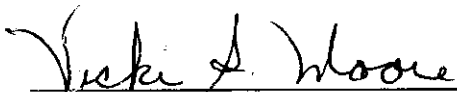
Witness _____
SWORN to before me this 31st
day of January, 2001.
Vicki S. Moore
Notary Public for South Carolina
My Commission expires: 9/13/2003

AFFIDAVIT OF ANN M. PRIEST
WITNESS TO PRINCIPAL'S MARK

I, the undersigned, hereby declare that I saw ROBERT F. GREGORY, SR., being unable to write, make his mark (being an X) in my presence and in the presence of the other Witness to his mark (being an X) and at his request I signed his name in his presence.


ANN M. PRIEST

SWORN to before me this 31st
day of January, 2001.


Notary Public for South Carolina
My Commission Expires: 9/13/2003

IMPORTANT LEGAL NOTICE

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE SIGNING IT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT ALLOWS THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT BROAD POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND MAY ALLOW YOUR AGENT TO TRANSFER YOUR PROPERTY TO YOUR AGENT OR OTHERS AS A GIFT.
2. THE POWERS GIVEN TO YOUR AGENT IN THIS DOCUMENT ARE CREATED UPON EXECUTION OF THIS DOCUMENT AND, THEREAFTER, WILL CONTINUE TO EXIST UNTIL YOU REVOKE YOUR AGENT'S POWERS, A COURT APPOINTS A CONSERVATOR FOR YOU, ALL NAMED PERSONS NO LONGER CAN SERVE, OR UPON YOUR DEATH.
3. YOU MAY REVOKE THIS DOCUMENT OR REMOVE YOUR AGENT AT ANY TIME, BUT YOU MUST DO SO IN WRITING AND PROVIDE YOUR AGENT WITH NOTICE OF THE REVOCATION OR REMOVAL.