

FILED  
GREENVILLE CO. S.C.  
GENERAL POWER OF ATTORNEY

DEC 28 11 42 AM '84

STATE OF GEORGIA DONNIE S. WALKERSLEY  
R.M.C.

COUNTY OF DEKALB

Know all men by these presents that I, F. THOMAS WINTERS, III, the undersigned, Trustee of MERIT PROFIT SHARING PLAN, do hereby make, constitute and appoint MARK G. SHERMAN, of the City of Atlanta, State of Georgia, its true and lawful attorney in fact for it and in the name, place and stead, of the MERIT PROFIT SHARING PLAN and on its behalf, and for its use and benefit:

To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever.

To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choices in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to, the Merit Profit Sharing Plan or in which the Merit Profit Sharing Plan has or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures and writs in the name of the Merit Profit Sharing Plan for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the Limited Partnership on its behalf, and in its name all endorsements, acquittances, releases, receipts or other sufficient discharges for the same.

To lease, purchase, exchange, and acquire and to agree, bargain and contract for the lease, purchase, exchange, and acquisition of and to accept, take, receive, and possess any real or personal property whatsoever tangible or intangible, or interest thereon, on such terms and conditions and under such covenants, as said attorney in fact shall deem proper.

To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that the Merit Profit Sharing Plan now owns or may hereafter acquire, for it, in its behalf, and in its name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper.

To conduct, engage in, and transact any and all lawful business of whatever nature or kind for the Merit Profit Sharing Plan, on its behalf, and in its name.

To make, receive, sign, endorse, execute, acknowledge deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, deeds to secure debt, security deeds, agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock

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