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W.E. DAVIS CH. CLK.

DURABLE GENERAL AND HEALTH CARE POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS:

1. Power of Attorney. I, BOBBIE N. MATTINGLY, of Desoto County, Mississippi, do make, constitute and appoint my daughter, CONSTANCE A. McCAMMON, of Desoto County, Mississippi, as my true and lawful attorney-in-fact, for me and in my name, place and stead and on behalf of me for my use and benefit, to do each of the following things:

(a) General Powers. Generally to do, sign or perform in my name, place and stead, any act, deed, matter or thing that, in the opinion of the attorney-in-fact ought to be done, signed or performed in and about the premises, of every nature and kind whatsoever, to all intents and purposes whatsoever, as fully and effectually as I could do if personally present and acting. The enumeration of specific powers hereunder shall not in any way limit the general powers conferred herein.

(b) Monies. To receive from or disburse to any source whatever monies through checking, savings, brokerage or other accounts or otherwise, to endorse, sign and issue checks, withdrawal receipts, or any other instrument, and to open or close any accounts in my name alone or jointly with any other person.

(c) Real and Personal Property. To buy, sell, lease, alter, maintain, pledge or in any way deal with real and personal property and sign each instrument necessary or advisable to complete any real or personal property transaction, including but not limited to, stocks, bonds, contracts, mutual funds, deeds, deeds of trust, closing statements, notes and bills or sale.

(d) Tax Returns. To make, sign and file each income or gift tax return or declaration required by the United States or any state, county, municipal or other legally constituted authority for any period of time prior to the revocation of this power.

(e) Insurance. To acquire, maintain, cancel, or in any manner deal with any policy of life, accident, disability, hospitalization, medical or casualty insurance, and to prosecute each claim for benefits due under any policy. However, no such power shall be construed or used to give any incident of ownership to my attorney-in-fact in any life insurance policy on the life of my attorney-in-fact.

(f) Support. To provide for the support and protection of me and of my family, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel.

(g) Safe Deposit Box. To have free and private access to any safe deposit box in my name or rented by me in any bank, including authority to have it drilled, with full right to deposit and withdraw therefrom or to give full discharge therefor.

(h) Money From U. S. or Other Government. To receive and give receipt for any money or other obligation due or to become due to me from the United States of America, or any agency or subdivision thereof, and to effect redemption of any bond or other security wherein the United States of America, or any agency or subdivision thereof, is the obligor or payor, and to give full discharge therefor.

(i) Agents. To contract for or employ agents, accountants, advisors, attorneys, and others for services in connection with the performance by said attorney-in-fact of any powers herein, and to appoint a substitute or substitutes to perform any of the acts that my attorney-in-fact is by this instrument authorized to perform, but the right to revoke such appointment of a substitute shall not terminate with the death or disability of my attorney-in-fact.

2. Health Care. I desire that my wishes as expressed herein be carried out through the authority given to my attorney-in-fact by this document despite any contrary feelings, beliefs or opinions of members of my family, relatives, friends, conservator, or guardian.

A. Gain Access to Medical Records and Other Personal Information. To request, receive and review any information, verbal or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my attorney-in-fact shall deem appropriate.

B. Employ and Discharge Health Care Personnel. To employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my agent shall deem necessary for my physical, mental or emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation.

C. Give, Withhold or Withdraw Consent to Medical Treatment. In the event that at anytime I am not mentally capable of doing so myself or of giving an informed consent:

(i) to make all arrangements for my medical and personal care including, without limitation, the retention and discharge of physicians, and admission to and discharge from any hospitals, nursing homes, clinics or other facilities; and,

(ii) if at any time I should have a terminal condition and my attending physician has determined that there is no reasonable expectation of recovery and which, as a medical probability, will result in my death, regardless of the use or discontinuance of medical treatment implemented for the purpose of sustaining life, or the life process, to have such medical care withheld or withdrawn, including the withholding of artificially provided food, water, or other nourishment or fluids, and permit me to die naturally with only the administration of medications or the performance of any medical procedure deemed necessary to provide me with comfortable care or to alleviate pain.

My attorney-in-fact's decisions should be guided by taking into account (1) the provisions of this document, (2) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this document, (3) what my attorney-in-fact believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my attorney-in-fact by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment.

D. Exercise and Protect My Rights. To exercise my right of privacy and my right to make decisions regarding my medical treatment even though exercise of my rights might hasten my death or be against conventional medical advice.

E. Authorize Relief From Pain. To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain relief therapies which my attorney-in-fact believes may be helpful, even though such drugs or procedures may lead to permanent physical damages, addiction or hasten the moment of (but not intentionally cause) my death.

F. Grant Releases. To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instruments given by my attorney-in-fact or who render written opinions to my attorney-in-fact in connection with any matter described in this article from all liability for damages suffered or to be suffered by me; to sign documents titled or purporting to be a "Refusal of Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement my wishes regarding medical treatment or non-treatment.

3. Powers Regarding My Care and Control of My Body. My attorney-in-fact is authorized as follows with respect to my care and the control of my body:

A. Provide for My Residence. To make all necessary arrangements for me at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all my essential needs are provided for at such a facility.

B. Provide for Companionship. To provide for such companionship for me as will meet my needs and preferences at such time when I am disabled or otherwise unable to arrange for such companionship myself.

C. 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 attorney-in-fact shall deem appropriate, if I have not already done so myself.

D. Make Anatomical Gifts. To make anatomical gifts which will take effect at my death to such persons and organizations as my attorney-in-fact shall deem appropriate and to execute such papers and do such acts as shall be necessary, appropriate, incidental or convenient in connection with such gifts.

4. Third Party Reliance. For the purpose of inducing any individual, organization, or entity (including, but not limited to any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this Article as a "person") to act in accordance with the instructions of my attorney-in-fact as authorized in this document, I hereby represent, warrant and agree that:

A. Reliance on Attorney-in fact's Authority and Representations. No person who relies in good faith upon the authority of my attorney-in-fact under this document shall incur any liability to me, my estate, my heirs, successors or assigns. In addition, no person who relies in good faith upon any representation my attorney-in-fact may make as to (a) the fact that my attorney-in-fact's powers are then in effect, (b) the scope of my attorney-in-fact's authority granted under this document, (c) my competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that my attorney-in-fact continues to serve as my attorney-in-fact, shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my attorney-in-fact to exercise any such authority.

B. No Liability for Unknown Revocation or Amendment. If this document is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person acting in good faith upon the instruction of my attorney-in-fact prior to the receipt by such person of actual notice of such revocation or amendment.

C. Attorney-in-Fact May Act Alone. The powers conferred upon my attorney-in-fact by this document may be exercised by my attorney-in-fact alone and my attorney-in-fact's signature or act under the authority granted in this document 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 attorney-in-fact 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, my estate, my heirs, successors, assigns, and personal representatives.

D. Release of Information. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my attorney-in-fact all information or photocopies of any records which my attorney-in-fact may request. If I am incompetent at the time my attorney-in-fact shall request such information, all persons are authorized to treat any such request for information by my attorney-in-fact as the request of my legal representatives and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My attorney-in-fact may also disclose such information to such person as my attorney-in-fact shall deem appropriate.

E. Resort to Courts. I hereby authorize my attorney-in-fact to seek on my behalf and at my expense:

(a) A declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document, but such declaratory judgment shall not be necessary in order for my attorney-in-fact to perform any act authorized by this document; or

(b) A mandatory injunction requiring compliance with my attorney-in-fact's instructions by any person obligated to comply with instruments given by my attorney-in-fact; or

(c) Actual and punitive damages against any person obligated to comply with instructions given by my attorney-in-fact who negligently or willfully fails or refuses to follow such instructions.

5. Miscellaneous Provisions. The following additional provisions shall apply to this document:

A. Reimbursement of Costs. My attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my attorney-in-fact on my behalf under any provision of this document.

B. Execute Documents and Incur Costs in Implementing the Above Powers. My attorney-in-fact shall be entitled to sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers.

C. Governing Law. This document shall be governed by the laws of the State of Tennessee 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 Tennessee law to interpret and determine the validity of this document and any of the powers granted under this document.

D. Revocation and Amendment. I retain the right to revoke or amend this document and to substitute other attorneys-in-fact. Amendments to this document shall be made in writing by me personally and they shall be attached to the original of this document.

E. Resignation of Attorney-In-Fact. My attorney-in-fact may resign by the execution of a written resignation delivered to me. In addition, the incapacity of my attorney-in-fact shall be deemed a resignation by such individual as attorney-in-fact. For purposes of this paragraph, a person's incapacity shall be deemed to exist when the person's incapacity has been declared by a court of competent jurisdiction, or when a conservator for such person has been appointed, or upon presentation of a certificate executed by two (2) physicians licensed to practice in the state of such person's residence which states the physicians' opinion that the person is incapable of caring for himself and is physically or mentally incapable of managing his personal or financial affairs. The effective date of such incapacity shall be the date of the decree adjudicating the incapacity, the date of the decree appointing the conservator, or the date of the physicians' certificate, as the case may be.

F. Photocopies. My attorney-in-fact is authorized to make photocopies of this document as frequently and in such quantity as my attorney-in-fact shall deem appropriate. All photocopies shall have the same force and effect as any original. I specifically direct my attorney-in-fact to have a photocopy of this document placed in my medical records if such a copy does not already constitute a part of my medical records.

G. Severability. If any part of any provision of this document 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 document.

H. Exculpation. My attorney-in-fact and my attorney-in-fact's estate, heirs, 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-in-fact, except for willful misconduct or gross negligence.

6. Ratification. I hereby ratify and confirm each act done or caused to be done by my attorney-in-fact in and about the premises by virtue of this power of attorney.

7. Inducement. For the purpose of inducing any party to act in accordance with the powers granted in this power of attorney, I hereby warrant that if this power of attorney is terminated for any reason whatsoever, I and my successors will save such party harmless from any loss suffered or liability incurred by such party in acting in accordance with this power of attorney prior to the time on which any person has actual notice of such revocation or termination. Any party may rely upon a photocopy of this Power without production of the original.

8. Durability. This power of attorney shall not be affected by any disability, incompetence, or incapacity which I may suffer at any future time or times, whether or not the same shall be adjudicated by any court, it being my intent that the authorizations and powers granted herein shall remain exercisable notwithstanding any such subsequent occurrence, and that this power of attorney shall be construed to satisfy the Tennessee Uniform Durable Power of Attorney Act, TCA Section 34-6-101 et seq. and the Durable Power of Attorney for Health Care Act, TCA 34-6-201 et seq.

9. Attorney's Signature. The following is a specimen of the signature of my attorney-in-fact.

Constance M. McCamie

10. No Guardian. 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 guardian or conservator be appointed for me so long as there is an attorney-in-fact named in this instrument who is willing and able to act and serve under this instrument. I request that any court or competent jurisdiction that receives and is asked to act upon a petition for the appointment of a guardian or conservator for me give the greatest possible weight to my intention and desires as expressed herein.

IN WITNESS WHEREOF, I have signed this power of attorney, in the presence of the two witnesses signing below, this 19 day of Sept. 19, 2002.

Sallie Mattingly

We, the witnesses to this "Durable General and Health Care Power of Attorney" each declare under the penalty of perjury under the laws of Tennessee that the person who signed this document is personally known to each of us to be the principal; that the principal signed this Durable Power of Attorney in our presence; that the principal appears to be of sound mind and under no duress, fraud, or undue influence; that neither of us are the person appointed as attorney in fact in this document; that neither of us are a health care provider, an employee of a health care provider, the operator of a health care institution, nor an employee of an operator of a health care institution.

Further, we declare under the penalty of perjury under the laws of Tennessee that neither of us are related to the principal by blood, marriage, or adoption, and, to the best of our knowledge, neither of us, at the present time, have a claim against any portion of the estate of the principal upon her death, and that to the best of our knowledge, we are not entitled to any part of the estate of the principal upon the death of the principal under a will or codicil thereto now existing, or by operating of law.

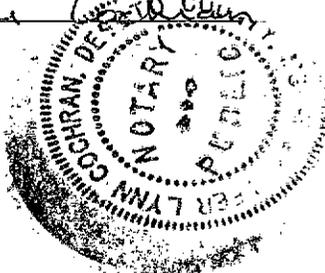
Jerry A. Green
Witness

Janella A. Green
Witness

State of ~~Tennessee~~ ^{Mississippi}
County of ~~Shelby~~ ^{DeSoto}

On this 19th day of September 2002, before me, Jennifer Cochran, personally appeared Bobbie D. Mattingly personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed it as her free act and deed. I declare under the penalty of perjury that the person whose name is subscribed to this instrument appears to me of sound mind and under no duress, fraud, or undue influence.

Jennifer Cochran
Notary Public



My Commission Expires:

11-21-02

Prepared by
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