BOOK 0097 PAGE 0544
STATE MS.-DESOTO CO.
FILED
FEB 24 11 48 AM '03
BK 97 PG 544
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

POWER OF ATTORNEY

I, GLYN R. LINCECUM, hereby appoint my wife, JOSEPHINE SARDEGNA LINCECUM, (herein called "my attorney"), a sample of whose signature appears below, my true and lawful agent and attorney, for me and in my name to perform any or all of the following acts with reference to any interest from time to time owned by me in property, real or personal, wherever located (herein called "property"), or other matters in which I from time to time may have a personal or financial interest:

1. To deposit or withdraw from any bank, trust company, savings association, safe deposit company, broker or other depository or agent any monies or other property and to examine or receive related records, including statements of account and canceled checks.

2. To rent safe deposit boxes in my name as depositories for my property and to open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented and to surrender or exchange the same.

3. To retain, invest in, acquire by purchase, subscription, lease or otherwise, manage, sell at public or private sale, wholly or partly for cash or on credit, contract to purchase or sell, grant or exercise options to purchase, options to sell or conversion rights, assign, transfer, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any tern and otherwise deal with all real property, and to release and waive any right of homestead therein, if any.

4. To enter upon and demand of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease or renew, amend or extend leases for any term,

contract to make leases, grant options to lease or to purchase the whole or any part of the reversion, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate and operate, all interest in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

5. To borrow money at interest rates then prevailing from any individual, bank or other source, and mortgage or pledge any property to any lender, including my attorney individually.

6. To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospital, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, and to execute any written consents on my behalf for the disclosure of such records and communications, or any provision or act, referred to or defined by federal statute, statutes of any other state of the United States or ordinance, rules or requirements of any local governmental municipality, authority or agency.

7. To demand, sue for, receive and otherwise take steps to collect or recover all debts, rents, proceeds, dividends, securities for money, goods, chattels, bequests, income from property, damages and all other property to which I may be entitled or which are or may become due to me from any person or organization; to commence, prosecute or enforce, or to defend, answer or oppose, contest and abandon all legal proceedings in which I am or may hereafter be interested;

and to settle, compromise or submit to arbitration any accounts, debts, claims, disputes and matters now existing or which may be hereafter arise between me and any other person or organization and to grant an extension of time for the payment or satisfaction thereof on any items, with or without security.

8. To continue to carry, purchase, cancel or dispose of fire, casualty, property or income protection, medical, hospital, life, liability, or other insurance and to pay any premiums thereon.

9. To sell and dispose of, as my attorney shall deem best, by private sell or otherwise, any shares of stock I now hold or may hereafter hold in any corporation, and any bonds or securities of the United States, any state, or any municipal corporations or private company, and to receive the consideration from the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds or securities to the purchaser or purchasers, and to pay any and all reasonable charges in connection with the handling of my securities.

10. To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities including the power to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations or other changes in the financial structure of any corporation.

11. To retain, continue, operate, organize, acquire, invest in, terminate and dispose of, alone or with others, proprietorships, corporations, limits or general partnerships, joint ventures, land trusts and other business or property holding organizations under the laws of any jurisdiction; to lease, sell, purchase or otherwise transfer any property to or from, make further investments in or advance or loan funds, with or without security, and incur obligations on account of or for the benefit of, any such organizations; and to employ any persons for such purposes and delegate them such powers and discretion as my attorney considers advisable.

12. To undertake performance of any and all acts, whether or not otherwise specifically

enumerated herein, including the sale of any property or the borrowing of any funds, which my attorney considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my attorney to acquire any such bends.

13. To appear and represent me in regard to an to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States or foreign authority or government relating to any tax liability or refund, abatement or credit (including interest or penalties) due or alleged to be due from me to me or any other person or organization, association or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledgements or paying of any tax due or filing of a return or report, including without limitations federal or state income or gift tax, for the year 1981 and all subsequent years; and for such purposes to inspect or receive copies of any tax returns filed by or for me, reports, or other papers or documents, compromises, or adjustments of any and all claims, and to execute Internal Revenue Service forms 2848 and 2848-D, and any other forms required by the Internal Revenue Service or any other governmental agency from time to time in regard to the granting of powers of attorney, and to name my attorney or any other person as my attorney thereunder.

14. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf, any and all checks, options, orders, notes, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise) and contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, income or personal or intangible property or gift or other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refund or credit, protests, requests, (including requests for ruling from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or overassessment or overpayment of

tax, including interest and penalties) consents or waivers or agreements for a later determination and assessment and collection of taxes than is provided by applicable statues of limitations, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents and any other papers, documents or writings or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations or otherwise.

15. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants or other persons, including their agents and associates, and to dismiss or discharge the same and to appoint or employ any others in their stead as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Court of Claims, or any other court of the United States or District of Columbia, or any other, municipal or foreign court, and any department or official of the United States government or any state, municipal or foreign government, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described above, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate and revoke the authority so granted to them.

16. To pay, as my attorney shall think fit, any debts or interest payable by me, or taxes, assessments and expenses due and payable or to become due and payable for my use and benefit or for the use and benefit of any person whom I have a legal obligation to support.

17. To transfer, assign and convey any property or interest in property which I may own to any trust of which I am a beneficiary and under the terms of which I expressly have the power, exercisable alone or with others, to amend or revoke such trust, whether such trust was created before or after the execution of this power of attorney.

18. To pay my pledges to and make such gifts as I have regularly made to charitable

organizations described in Section 170(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws and to make such gifts to persons, or for their benefit, as I have regularly made.

19. To give gifts of real property in an amount not to exceed the annual federal exclusion from taxation of $10,000.00 per beneficiary, to any, or all of my lineal descendants and their spouses, as my attorney considers appropriate in his decision.

20. Finally (without prejudice to and in enlargement of the authority above conferred) to execute each and every instrument, undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

21. In the event both my wife and I become disabled or incapacitated and are unable to manage our affairs, then I hereby appoint my daughter, Susan L. DeLancelotti, residing at 375 Schaeffer Loop, Eads, Tennessee, as my attorney-in-fact, or in the event my said daughter, Susan L. DeLancelotti, refuses or fails to serve in said capacity, then I appoint my other daughter, Glynda G. Harmon, residing at 8228 Glynn Vale Cove South, Memphis, Tennessee, as my attorney-in-fact, or in the event my said daughter, Glynda G. Harmon, refuses or fails to serve in said capacity, then I appoint my son, Gordon V. Lincecum, residing at 233 Hidden Creek, Martinez, California, as my attorney-in-fact, all appointments to become effective upon my wife's and my disability or incapacity, and being made under the Uniform Durable Power of Attorney Act (T.C.A. 34-6-101, et seq.). A determination of mine and my wife's disability or incapacity shall require the sworn affidavits of two physicians duly licensed by the State of Tennessee or by the state of Mississippi, each of whom have been engaged in the practice of medicine for at least three years, stating that they have personally examined my wife and I and have determined that we are incapable of managing our own affairs by reason of either physical or mental incapacity. Upon the receipt of two such affidavits believed by my said daughters to be genuine and made in good faith, my said daughters shall be entitled to rely upon such determination and are relieved of any and all

liabilities resulting from such reliance. Similarly, my said children shall be entitled to rely upon the receipt of any later determination that either or both my wife and I are no longer incapacitated when supported by two affidavits of physicians meeting the same qualifications as set forth above.

The powers and authorities granted herein shall not be affected, impaired or exhausted by any non-exercise thereof or by any one or more exercises thereof. My attorney shall exercise or fail to exercise the powers and authorities granted herein in each case as my attorney, in my attorney's own absolute discretion, deems desirable or appropriate under existing circumstances. I hereby ratify and confirm as good and effectual, at law or in equity, all that my attorney, and any agents or attorneys appointed by my attorney, and their provisions, nothing herein shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters, even though my attorney may have power or authority hereunder to do so.

If any power or authority hereby sought to be conferred upon my attorney should be invalid or unexercisable for any cause or not recognized by any other person or organization dealing with my attorney, the remaining powers and authorities given to my attorney hereunder shall nevertheless continue in full force and effect.

This power of attorney shall remain in full force and effect and shall not affected by my incompetence, incapacity or disability, it being my intent that the power granted herein shall continue without interruption until death unless previously revoked by me or until such time as I am adjudged incompetent or a disabled person by a court of competent jurisdiction. Any person dealing with my attorney may rely without inquiry upon her certification that this power of attorney has not been revoked.

No person relying upon this power of attorney shall be required to see to the application and disposition of any moneys, stocks, bonds, securities or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions hereof.

This power of attorney shall be governed by the laws of the State of Mississippi and shall be effective from and after the date hereof.

Reproduction of this executed original (with reproduced signatures and the certificate of acknowledgement) shall be deemed to be original counterparts of this power of attorney.

Specimen signature of my attorney:

Josephine S. Lincecum
JOSEPHINE S. LINCECUM

CERTIFICATE OF SERVICE

In Witness Whereof, I hereby certify to the genuiences of the signature of my attorney and have signed this power of attorney this the 21st day of February 2003.

Glyn R. Lincecum
GLYN R. LINCECUM

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 21st day of February, 2003, within my jurisdiction, the within named GLYN R. LINCECUM, who acknowledged that he executed the above and foregoing instrument.

Diane Williams
NOTARY PUBLIC

My Commission Expires:
March 26, 2006

LIANE K. WILLIAMS, DESOTO COUNTY, MS
NOTARY PUBLIC

This instrument was prepared by:
J. Keith Treadway
Treadway Law Firm
PO Box 613
Olive Branch, MS 38654

Treadway
662-895-8170