

P BK102 PG 304

DURABLE POWER OF ATTORNEY

EXECUTED BY

Harley Swindoll

STATE MS.-DESOTO CO.
FILED
MAR 9 3 59 PM '04
PS
P2

BK 102 PG 304
W.E. DAVIS CH. CLK.

I. Appointment of Attorney-in-Fact

A. I, Harley Swindoll, a resident of Hernando, Desoto County, Mississippi, do hereby make and appoint my daughter, Carrie Anne McCullough, as my true and lawful attorney-in-fact (hereinafter referred to as "my Agent"), and if for any reason my said daughter, Carrie Anne McCullough is unable to serve, then my daughter, Rhonda Martin, as my true and lawful Agent, to act for me and in my name, place and stead, in any way that I myself could do if I were personally present, with respect to the management, conduct and control of my business, financial and personal affairs of every kind and nature whatsoever.

B. This power of attorney shall not be affected by my subsequent disability or incapacity. The powers granted herein shall continue and remain in full force and effect notwithstanding the same.

C. I hereby revoke all powers of attorney which I may have heretofore granted, except limited powers (i) authorizing any lawyer or certified public accountant to act on my behalf in any matter relating to federal taxes; and (ii) granting access to any bank account or safe deposit box, or otherwise affecting any service or facility furnished by a bank; provided that in either case the power is signed by me on a form authorized or supplied by the Internal Revenue Service or the bank involved, as the case may be.

II. Management of Assets and Affairs

In managing and conducting my business, financial, and personal affairs, my Agent shall have, among others, the following specific powers:

A. Cash Accounts. To ask for, demand, collect, and receive any money or similar assets to which I may be entitled, and upon payment thereof to receipt therefore; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer, or collection, in my name and for my account, any checks payable to my order; to draw and sign checks for me and in my name on any accounts, or to direct payments therefrom; to make withdrawals from any of my accounts; and to open or close accounts in my name at financial institutions of all kinds, including banks and securities brokers.

B. Safe Deposit Boxes. To have access to any and all safe deposit boxes standing in my name, with full right to add to or remove all or any part of the contents thereof; and to enter into or renew leases for such boxes or to surrender same.

C. Securities and Investments. To take custody and control of my stocks, bonds, securities (including those issued by the U.S. Government and its agencies) and other investments of all kinds; to sell, surrender, or exchange any such securities and investments, and to receive and apply the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender, or exchange; to subscribe for and purchase such securities and investments; to give instructions as to the delivery, custody, or registration thereof and the mailing or application of dividends and interest therefrom; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.

D. Tangible Personal Property. To buy or sell at public or private sale for cash or credit or by any other means whatsoever, or to acquire, dispose of, repair, alter, store, or manage my tangible personal property or any interest therein.

E. Real Property. To purchase or otherwise acquire any interest in real property; to sell, exchange, lease, mortgage, maintain, alter, improve, build, develop, or in any way deal with real property in which I have an interest; and to sign, acknowledge, or deliver each instrument necessary or advisable to enter into or complete any real property transaction by quitclaim or with general or specific warranties of title, and with or without covenants; all upon such terms and for such consideration as my Agent deems advisable.

F. Borrow Money. To borrow money for any of the purposes described herein; to secure such borrowings in such manner as my Agent deems appropriate; and to sign, acknowledge, and deliver each instrument necessary or advisable to effectuate same.

G. 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.

H. Benefit Plans. To apply for and receive any government, insurance and retirement benefits to which I may be entitled, including the right to act as my representative payee with the Social Security Administration, and to exercise any right to elect benefits or payment options; to terminate, to change beneficiaries or ownership, to assign rights, to borrow or receive cash value in return for the surrender of any or all rights I may have in life insurance or annuity policies; to create, contribute to, borrow from and otherwise deal with an employee benefit plan or individual retirement account for my benefit, including selecting or changing any payment option thereunder; to consent or waive consent in connection with beneficiary designations and joint and survivor annuities under any employee benefit plan; to apply for and receive payments and benefits from such plans; and to make rollovers of benefits into other plans or an individual retirement account for my benefit.

I. Taxes. To prepare, sign, and file on my behalf all federal and state income, gift, FICA, payroll and other tax returns of all kinds, claims for refunds, requests for extensions of time, and any and all other tax-related documents, including any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to any tax period; to pay taxes due, receive and collect refunds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or other taxing authority; to exercise any elections I may have under federal or state tax law, including the right to qualify a corporation in which I own an interest as a small business corporation under Subchapter S of the Internal Revenue Code; and generally to represent me in any and all tax matters and proceedings before the Internal Revenue Service and any other taxing authority.

J. Operation of Business. To manage any business belonging to me, or in which I have a substantial interest, for such time and in such manner as my Agent may deem advisable, including representing me at shareholders' meetings and voting proxies; to sell, liquidate, reorganize, incorporate, or otherwise restructure any business or interest therein, at such time and on such terms as my Agent deems advisable; and to enter into partnership agreements, shareholders' agreements, or similar agreements or modifications thereof, on such terms as my Agent deems advisable.

K. Employment of Others. To employ lawyers, investment counsel, accountants and other persons to render services for or to me or my estate, and to pay reasonable compensation to such persons for their services.

L. Claims. To institute, prosecute, defend, compromise, settle, or otherwise dispose of any claim relating to me or to any property of mine, either alone or in conjunction with other persons; to appear for me in any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the defense of any such claim; to obtain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding; to compromise or arbitrate any claim in which I may be in any manner interested, and for that purpose, to enter into agreements to compromise or to arbitrate, either through

counsel or otherwise; and to carry out such compromise or arbitration and perform or enforce any award entered in arbitration.

M. Provide for Support. To provide for my health, support, maintenance, and education, and for the health, support, maintenance, and education of my wife who is dependent upon me, as my Agent deems appropriate, and to pay all expenses incurred therefore.

III. General Provisions

A. Scope of Powers. I intend that my Agent shall have all the power that is necessary to manage fully all of my affairs as I myself could do if personally present. The enumeration of the above specific powers is for the purpose of clarification and does not limit or diminish the general powers granted herein.

B. Revocation or Amendment of Power, Notice. The powers granted regarding the management of any assets and affairs herein shall remain valid, unchanged and in full force and effect until revoked or amended by instrument executed by me and filed of record in the Register's Office of Desoto County, Mississippi. Such filing shall constitute notice to all parties. The powers granted herein regarding health care decisions shall remain valid, unchanged, and in full force and effect until revoked or amended by written or oral notification given by me to my Agent or to my health care provider. Notification to my health care provider shall be made part of my medical records, and my health care provider shall make a reasonable effort to notify my Agent of the revocation or amendment.

C. Third Party Reliance. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party (hereinafter referred to in this paragraph as a "person") to act in accordance with the powers granted herein, I hereby represent, warrant and agree that:

1. Reliance on Authority and Representation of Agent. No person who relies, without notice to the contrary and in good faith, upon the authority of my Agent under this document shall incur any liability to me, my heirs, personal representatives, or assigns under any

claim that my Agent lacked such authority. In addition, no person who relies, without notice to the contrary and in good faith, upon any oral or written representation that my Agent may make as to (a) the fact that this document and my Agent's powers are then in effect, (b) the scope of my Agent'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 I am alive and that my Agent continues to serve as such, shall incur any liability to me, my heirs, personal representatives, or assigns under any claim to the contrary.

2. No Liability for Unknown Revocation or Amendment. If this document is revoked or amended for any reason, I, my heirs, personal representatives and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's acting in good faith upon the instructions of my Agent prior to the receipt by such person of notice of such revocation or amendment.

3. Agent May Act Alone. The powers conferred upon my Agent by this document may be exercised by my Agent alone, and my Agent'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 Agent hereunder are done with my consent, 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 heirs, personal representatives and assigns.

4. Resort to Courts. My Agent shall have the right to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with actions taken by my Agent which are authorized by this document, or to enjoin acts by third parties which my Agent has not authorized. In addition, my Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take, and may demand damages, including punitive damages, on my behalf for such noncompliance.

D. Execute Documents, Enter into Contracts, and Pay Compensation and Costs. My Agent is authorized to sign, execute, deliver, acknowledge and make declarations in any contracts or other documents as may be necessary, desirable, convenient, or proper in order to exercise any of the powers granted hereunder; and to pay reasonable compensation and costs in the exercise of any such powers.

E. Mississippi Law Governs. Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of Mississippi.

IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of March, 2004.

Harley Swindoll

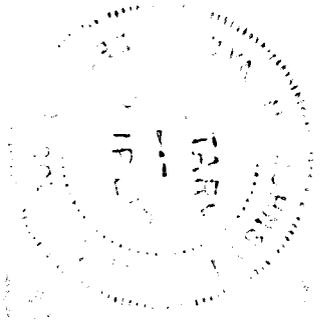
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Subscribed, sworn to, and acknowledged before me by _____, this the 2 day of March, 2004.

Robyn M. Johnson
NOTARY PUBLIC

My Commission Expires: _____

Notary Public State of Mississippi At Large
My Commission Expires: July 23, 2005
Bonded Thru Herden, Brooks & Garland, Inc.



STATE OF: MISSISSIPPI

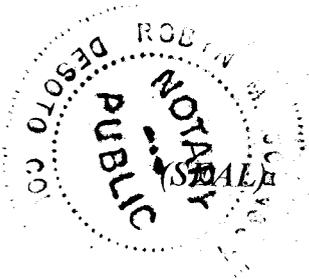
COUNTY OF: DESOTO COUNTY

Personally appeared before me, the undersigned authority in and for the said county and state, on the 2 day of March, ~~2003~~, 2004 within my jurisdiction, the within named Harley Swindoll, who acknowledged that (he) (~~she~~) (~~they~~) executed the above and forgoing instrument.

Robyn M. Johnson
NOTARY PUBLIC SIGNATURE

Notary Public State of Mississippi At Large
My Commission Expires: July 23, 2005
Bonded Thru Heiden, Brooks & Garland, Inc.

MY COMMISSION EXPIRES



Prepared by:
Patrick Mason, Attorney
4715 Spottswood Avenue
Memphis, TN 38117
901-763-4436

Mississippi counsel
Smith, Phillips, Mitchell & Scott, LLP
Rebecca Thompson
P.O. Box 346
Hernando, MS 38632
662-429-5041