ORIGINAL

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9/02/05 9:14:26
BK 110 PG 412
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DURABLE GENERAL POWER OF ATTORNEY

KNOW ALL THESE MEN BY THESE PRESENTS:

1. Power of Attorney. I, **Mamie Marie Norman**, of Shelby County, Tennessee, do hereby make, constitute and appoint **John Morris**, of Shelby County, Tennessee 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. I authorize my attorney-in-fact and any successor attorney-in-fact 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, including all powers enumerated in Tennessee Code Annotated § 34-6-109 which is incorporated herein by this reference to all intents and purposes whatsoever, as fully and effectually as I could do if personally present and acting. I further give all the powers, authority, privileges and immunities given to fiduciaries as provided and enumerated in Tennessee Code Annotated Section 35-50-110, including any amendments thereto, and the same is expressly referred to and incorporated herein by this reference. 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, transfer to any trust or partnership for the benefit of the Grantor 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 of 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

preparer

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. Medical Care. To contract for my entry into and maintenance in, or release from, any hospital, nursing home, or other type of health care institution, including the authority to approve and give consent to any type of surgery or other medical treatment, it being my intention to grant unto my attorney-in-fact all authority necessary to act for me and in my stead in regard to all matters pertaining to my person, except that in the event of a conflict between the provisions of this General Power of Attorney and any Living Will I have signed, my Living Will provisions shall govern.

H. 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.

I. 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.

J. 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.

K. Gifts. To make gifts to my children, grandchildren and spouses of my children and grandchildren in an amount not to exceed the annual exclusion amount per donee for Federal Gift tax purposes as provided in Section 2503 (c) of the Internal Revenue Code as my attorney-in-fact shall decide in my attorney-in-fact's sole discretion.

2. Third Party Reliance. For the purposes 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 instructions 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. Resort to Courts. I hereby authorize my attorney-in-fact to seek on my behalf and at my expense:

(i) 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

(ii) 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

(iii) 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.

3. 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 herself and is physically or mentally incapable of managing her 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.

4. 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.

5. 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.

6. 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.

7. Exculpation. Under no circumstances shall my attorney-in-fact incur any liability to me for acting or refraining from acting hereunder, except for such attorney's own willful misconduct or gross negligence.

8. Revocation. This power of attorney shall remain in full force and effect until it is revoked by written notice delivered to my attorney-in-fact. If this instrument has been recorded in the public records, then the instrument of revocation shall be recorded in the same public records.

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

John Morris

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 that 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 of 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 this the 11th day of APRIL, 2005.

Mamie Marie Norman

Mamie Marie Norman

Georgia Copeland
WITNESS

James T. Tyler
WITNESS

STATE OF TENNESSEE
COUNTY OF SHELBY

Subscribed, sworn to and acknowledged before me by MAMIE MARIE NORMAN, the person who executed and was described in the foregoing instrument, and subscribed and sworn to before me by GEORGIA COPELAND and JAMES T. TYLER, witnesses, this the 11th day of APRIL, 2005.

Ethel N. Hayes
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:
June 24, 2008

ETHEL N. HAYES
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY