

**DURABLE GENERAL POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, BENNIE H. MASSEY, a resident of Memphis, Shelby County, Tennessee, as principal, has this the 8th day of January, 1999, made and executed this Durable General Power of Attorney, as follows:

**PRIMARY ATTORNEY-IN-FACT**

The undersigned, BENNIE H. MASSEY, has made, constituted and appointed, and by these presents does make, constitute and appoint the undersigned's spouse, BETTY JEANENNE MASSEY, of Memphis, Shelby County, Tennessee, as the undersigned's true and lawful primary, attorney-in-fact, for the undersigned and in the name, place and stead, and on behalf of the undersigned, and for the use and benefit of the undersigned, to exercise or perform any act, power, duty, right or obligation whatsoever that the undersigned now has, or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with, arising from, or relating to any person, entity, item, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever.

**ALTERNATE ATTORNEY(S) -IN-FACT**

If the primary attorney-in-fact is unable due to death, disability or disappearance or is unwilling to act as attorney-in-fact, then the undersigned's son, <sup>Ronald</sup> RON A. MASSEY, of Southaven, Mississippi, shall act as alternate attorney-in-fact with all rights and responsibilities given to the primary attorney-in-fact.

**ACTS, POWERS, DUTIES, RIGHTS & OBLIGATIONS**

The undersigned's attorney(s)-in-fact may exercise or perform any act, power, duty, right or obligation, for or on the behalf of the undersigned, including, but not limited to, the following:

1. To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, deferred or unpaid compensation, contract rights, 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, choses 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 belong to, the undersigned or in which the undersigned 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 undersigned for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the undersigned, on behalf of the undersigned, and in the name of the undersigned, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

2. To lease, purchase, exchange and acquire, mortgage, pledge, hypothecate, and to agree, bargain and contract for the lease, purchase, exchange and acquisition, mortgage, pledge or hypothecation of, and to accept, take, receive and possess, any real or personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as said attorney(s)-in-fact shall deem proper;

3. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, 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, on behalf of the undersigned, and in the name of the undersigned and under such terms and conditions, and under such covenants, as said attorney(s)-in-fact shall deem proper;

4. To conduct, engage in and transact any and all lawful business of whatever nature or kind for the undersigned, on behalf of the undersigned, and in the name of the undersigned.

5. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts of purchase or sale, agreements, options, covenants, conveyances, deeds, deeds of trust, security 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 certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating

to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted;

6. To institute, pursue, defend, compromise, settle, adjust or abandon any claim or demand on behalf of the undersigned or against the undersigned, and to agree to any rescission or modification of any contract or agreement;

7. To cancel, change beneficiaries of, surrender, assign, borrow against, pledge, hypothecate, sell, transfer, and to institute any proceeding at law or equity to enforce the payment of any insurance policy owned by or payable to the undersigned and to do any and all things which such attorney(s)-in-fact deem advisable for the purposes of collecting any sums which may be due and payable pursuant to the terms of such policy;

8. To sell, exchange, assign, transfer, convey and grant options to purchase any security or property, real or personal, at public or private sale, at such time and price and upon such terms and conditions (including credit) as such attorney(s)-in-fact may determine, and to subdivide, repair, improve, demolish, renovate, or abandon real estate, to dedicate the same to public use, and to grant easements and rights of way as such attorney(s)-in-fact may deem proper;

9. To lease or sublease property upon any terms and conditions and for any term of years;

10. To borrow money (from the attorney(s)-in-fact individually or from others), assume indebtedness, extend mortgages, and mortgage and pledge property held as security for the repayment thereof, all upon such terms and conditions as such attorney(s)-in-fact may determine;

11. To determine the market value of any investment for any purpose of the basis of such quotations, evidence, data or information as such attorney(s)-in-fact may deem pertinent and reliable;

12. To invest and reinvest all funds and other property from time to time available for investment in any kind of property, real or personal, including without limitation, bonds, unsecured obligations, undivided

interests, interests in common trust funds, mutual funds, investment trusts, limited or general partnership interests, stocks of any class, stock options, mortgages, leases, money market funds, certificates of deposit, repurchase agreements, government obligations or real estate investment trusts;

13. To exercise any stock options, to incorporate or otherwise organize business or investment enterprises and invest in equity or debt instruments of such enterprises, and other investments in property, wherever situated, as such attorney(s)-in-fact shall deem advisable;

14. To employ accountants, attorneys and such other persons as such attorney(s)-in-fact may deem advisable; delegate to any of such persons such powers and duties as such attorney(s)-in-fact may deem advisable; without liability for any breach of duty by any such person, except for the failure to use due care in selecting such person; and to pay reasonable compensation for such services;

15. To vote in person or by proxy any stocks, securities or other investment holding voting rights or powers and in such connection, delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies, with or without power of substitution and make assignments to and deposits with committees, trustees, agents, depositories and other representatives;

16. To consent to and participate in any plan for the liquidation, reorganization, consolidation or merger of any corporation, any security or other interest in which is held by the undersigned or in which the undersigned may hereafter obtain an interest, and to retain any investments received in exchange in any reorganization, consolidation, merger or recapitalization;

17. To retain and purchase insurance contracts on the life of any person in whom the undersigned has an insurable interest, or annuity contracts for any of such persons, as the attorney(s)-in-fact may deem appropriate;

18. To carry out (including the exercise of options, rights, powers, puts, calls or other discretionary acts), enforce, amend, or terminate any agreement made by the undersigned, relating to the capital stock of any corporation in which the undersigned may now or hereafter own stock or relating to any

partnership or other business enterprise in which the undersigned is, has been, or may in the future be a member or hold or have held or may hereafter hold any interests;

19. To open accounts in banks, savings and loan associations, trust companies, or any other financial institutions; to sign checks, withdrawal or deposit statements; to draw upon any bank or banks or corporations, associations, or individuals, for any sum or sums of money that may be to the credit of the undersigned or to endorse any checks made to the order of the undersigned, or which the undersigned may be entitled to receive, as the undersigned might or could do; to sign any notes, bonds, deeds, obligations, contracts or other papers, to endorse promissory notes, and the same to renew from time to time;

20. To transfer title to any motor vehicle, motorcycle, watercraft, aircraft, recreational vehicle or other property, having a certificate of title;

21. To execute beneficiary designation forms for general insurance purposes and employee benefit plans related to retirement or group insurance programs;

22. To represent the undersigned before any office of the Internal Revenue Service or the Treasury Department of the United States and before the tax department of any state, county, or municipality with regard to any tax with which I am concerned; to represent the undersigned in connection with any federal income tax return, Form 1040, for all tax years between 1950 and 2050, inclusive; any federal gift tax returns, Form 709, for all tax years between 1950 and 2050, inclusive; any state income tax return, for all tax years between 1950 and 2050, inclusive; and any state gift tax return, for all tax years between 1950 and 2050, inclusive; To perform all acts that the undersigned could perform with respect to any tax matters without limitation; To prepare, sign, and file any tax return; receive originals of all notices and other written communications; negotiate and make compromises; file claims; receive, endorse, and collect checks; receive and examine confidential information; and take appeals, file protests, and execute waivers and closing agreements. To consent on the undersigned's behalf to have any gift made by the undersigned's spouse considered as made by

both the undersigned and the undersigned's spouse under section 2513 of the Internal Revenue Code of 1986, as amended;

23. To have access to any safe deposit box of the undersigned (whether the box is held in the undersigned's name alone, in the name of the undersigned's revocable trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on the undersigned's behalf. Any institution in which a safe deposit box of the undersigned is located is not liable to the undersigned or the undersigned's heirs or estate for permitting the attorney-in-fact to exercise this power;

24. To open a United States post office box in the name of the undersigned; to file a change of address form with the United States post office or postmaster; or to request and authorize the United States post office or postmaster to forward the undersigned's mail to whatever address the attorney-in-fact deems advisable;

25. To make application for the undersigned or to represent and act for the undersigned before the Social Security Administration of the United States, and any similar agency of a state or local government, for any benefits due the undersigned, including without limitation old age, survivors or disability; collect all Social Security benefits due the undersigned; and make such arrangements in connection with Social Security benefits including without limitation Medicare as will facilitate their application to the undersigned's care and support;

26. To make application for the undersigned or to represent and act for the undersigned before any state Medicaid agency for any benefits due including without limitation payments for or the provision of long term care, assisted living, intermediate care, or skilled care; and to collect all such benefits due the undersigned; and

27. To execute any petition or forms necessary for filing voluntary bankruptcy under chapters 7, 11 or 13 of the United States Bankruptcy Code, or any other chapter thereunder, or under any chapter or provision of any state bankruptcy code or law and to make any elections available thereunder; and

28. To make gifts to the undersigned's issue and to any spouse of the undersigned's issue, including any issue who is the attorney-in-fact, as the attorney-in-fact, in his or her sole discretion, deems

**appropriate, provided said gifts qualify for and do not exceed the annual exclusion under Sections 2503(b), 2503(c) or 2503(e) of the Internal Revenue Code of 1986, including amendments thereto.**

The undersigned grants to said attorney(s)-in-fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do itself, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney(s)-in-fact, or said attorney(s)-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

**This Durable Power of Attorney shall not be construed as granting a general power of appointment.**

This Durable General Power of Attorney is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers herein (unless such items, rights, acts or powers are expressly limited or restricted) is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney(s)-in-fact.

This power of attorney shall apply to all property owned by the undersigned, whether title is held as sole owner, as a joint tenant, as a tenant in common, as trustee of a revocable living trust, or otherwise.

The undersigned as principal requests that any bond, accounting, appraisal or inventory requirements of the attorney(s)-in-fact named in this Durable General Power of Attorney be waived.

**THIS DURABLE GENERAL POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT DISABILITY OR INCOMPETENCE OF THE UNDERSIGNED AS PRINCIPAL.**

The undersigned by this instrument requests that no guardianship or conservatorship proceedings be commenced in the event of the subsequent disability or incompetence of the undersigned. If guardianship or conservatorship proceedings are commenced and any court appoints a guardian or conservator over the person

and/or the property of the undersigned, then the undersigned directs that the attorney(s)-in-fact named herein be appointed and that any bond, accounting, appraisal or inventory requirement be waived as to said attorney(s)-in-fact.

This Durable General Power of Attorney revokes any and all general powers of attorney heretofore executed by the undersigned.

This Durable General Power of Attorney shall be effective until revoked by the undersigned by written instrument executed by the undersigned, acknowledged and delivered to said attorney(s)-in-fact or by any other legal method of revocation.

The undersigned hereby ratifies and confirms all lawful acts done by said attorney(s)-in-fact by virtue hereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 8th day of January, 1999.

*[Handwritten Signature]*  
BENNIE H. MASSEY

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BENNIE H. MASSEY, who acknowledged that he signed and delivered the above and foregoing Durable General Power of Attorney on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of January, 1999.

My Commission Expires:

THIS INSTRUMENT PREPARED BY  
Olen M. Bailey, Jr.  
The Bailey Law Firm,  
A Professional Corporation  
5050 Poplar Avenue, Suite 1710  
Memphis, TN 38157  
901-763-0125 Voice  
901-763-1250 Fax  
BOPR Number 017633

