

DURABLE POWER OF ATTORNEY

GRANTOR: Josephine M. Camponovo
8717 Carriage Dr. E
Southaven, MS 38671

AGENT: Barbara S. Hays
c/o Mike Mangialardi
8568 Sunnyvale Street South
Cordova, TN 38018

RETURN TO: * Austin Law Firm, P.A.
6928 Cobblestone Blvd, Suite 100
Southaven, MS 38672
662.890.7575

PREPARED BY: Josephine M. Camponovo
8717 Carriage Dr. E
Southaven, MS 38671

901-277-4199
File # 01-12007

**DURABLE POWER OF ATTORNEY
EXECUTED BY
JOSEPHINE M. CAMPONOVO**

Appointment of Attorney-in-Fact

a. I, JOSEPHINE M. CAMPONOVO, a resident of DeSoto County, Mississippi, do hereby make and appoint my daughter, BARBARA S. HAYS, as my true and lawful attorney-in-fact (hereinafter referred to as "my Agent"), and if for any reason she is unable to serve, then my daughter, JOANN CAMPONOVO ROSSI, 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, or lapse of time. 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.

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 therefor; 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 comfort as my Agent deems appropriate, and to pay all expenses incurred therefor.

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 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 Chancery Court Clerk's Office of DeSoto County, Mississippi. Such filing shall constitute notice to all parties.

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 as a "person") to act in accordance with the powers granted herein, I hereby represent, warrant and agree that:

1. **Reliance on Authority and Representations 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 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 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 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 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 hereunder set my hand this 12th day of January, 2011.

Josephine M. Camponovo

JOSEPHINE M. CAMPONOVO

**STATE OF TENNESSEE
COUNTY OF SHELBY**

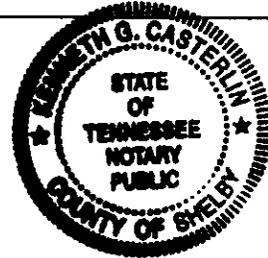
Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the within named JOSEPHINE M. CAMPONOVO who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and seal this 12th day of January, 2011.

Kenneth G. Casterlin

NOTARY PUBLIC

MY COMMISSION EXPIRES:



MY COMMISSION EXPIRES:
APRIL 6, 2014