

Prepared By:
U.S. Small Business Administration
900 Market Street – 5th floor
Philadelphia, PA 19107

Record and Return To:
Security Connections, Inc.
1935 International Way
Idaho Falls, Idaho 83402

STATE: AL
COUNTY: SHELBY

LIMITED POWER OF ATTORNEY

Inst # 2002-01371

01/08/2002-01371
01:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 21.00

LIMITED POWER OF ATTORNEY
(SBA Loan Sale #4)

THE ADMINISTRATOR OF THE U.S. SMALL BUSINESS ADMINISTRATION (the "SBA"), acting by and through his authorized agent, hereby appoints each of the individuals set forth on Exhibit "A" attached hereto severally, as true and lawful attorney-in-fact to act in the name, place and stead of the SBA for the purposes set forth below. This limited power of attorney is given pursuant to that certain Loan Sale Agreement (the "Agreement") by and between the SBA and Lehman Brothers Bank, FSB (the "Buyer"), dated as of August 7, 2001 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

1. To execute, acknowledge, seal and deliver, on behalf of the SBA ("Seller"), the Note Endorsements with respect to the Notes for all of the Loans to the order of the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Note Endorsements are to be substantially in the form of Exhibit H to the Agreement, appropriately completed;
2. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignment and Lost Instrument Affidavit with respect to any Note which has been lost or is otherwise unavailable, as provided for in the Agreement, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that any such Assignment and Lost Instrument Affidavit are to be substantially in the form of Exhibit C to the Agreement appropriately completed;
3. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignments of Loan Documents with respect to all of the Loans, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Assignments of Loan Documents are to be substantially in the form of Exhibit D to the Agreement, with such modifications as may be required to comply with applicable Transfer/Recordation Requirements and appropriately completed;
4. To execute, acknowledge, seal and deliver, on behalf of Seller, assignments of security interest with respect to all of the Loans to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer; and
5. To endorse checks with respect to any of the Loans that are made payable to Seller and received by Buyer; provided, however, that any such endorsement on behalf of Seller shall be without recourse and without any representation or warranty of any type, kind, character or nature.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of the SBA or Seller not specifically described herein.

The rights, powers and authority of the attorneys-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution hereof and such rights, powers and authority will remain in full force and effect until 11:59 p.m., Washington, D.C. time, on July 1, 2002

Dated: November 20, 2001

U.S. SMALL BUSINESS ADMINISTRATION,
as Seller

Witness



BY:



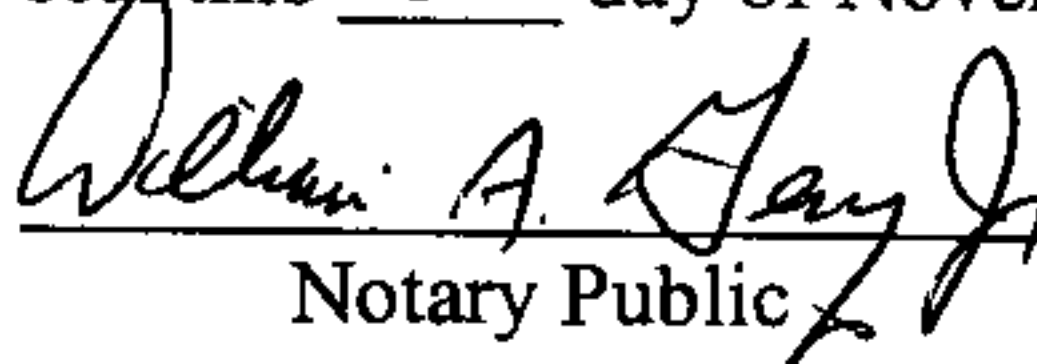
Arnold S. Rosenthal
Authorized Agent

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA, ss:

Before me, William A. George, Jr., a Notary Public in and for the jurisdiction aforesaid, on this 20 day of November 2001, personally appeared Arnold S. Rosenthal, who is personally well known to me (or sufficiently proven) to be an authorized agent of the Administrator of the U.S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him and he did acknowledge the signing of the foregoing instrument to be his free and voluntary act and deed as an authorized agent of the Administrator of the U.S. Small Business Administration, for and on behalf of the Administrator of the U.S. Small Business Administration in the capacities indicated therein and for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 20 day of November 2001.


Notary Public

My commission expires: 4/30/04

EXHIBIT A
Attorneys- In- Fact

Carolyn Howard
Diana Anderson
Andie Cowgill
Joan Cook
Kellee Cox
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M.L. Marcum
Vickie Landon
Jon Maughan
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Shauna Anderson
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