POWER OF ATTORNEY	*	**UNITED STATES OF AMERICA**
	*	
BY: JOSEPH E. HASSINGER	*	**STATE OF LOUISIANA**
	*	
TO: MICHAEL J. HASSINGER	*	**PARISH OF JEFFERSON**
	*	

* *

BEFORE ME, STEVEN E. HAYES, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: JOSEPH E. HASSINGER, a person of the full age of majority and a resident of and domiciled in the County of Lee, State of Alabama, hereinafter sometimes referred to as "Principal," who declared that he has made and appointed, and by these presents does make, name, nominate, ordain, authorize, constitute and appoint, and in his place and stead, does depute and put MICHAEL J. HASSINGER, a person of the full age of majority and a resident of and domiciled in the County of Lee, State of Alabama, sometimes hereinafter referred to as "Agent."

ARTICLE I

PROHIBITED POWERS

Notwithstanding the breadth of powers granted to my Agent in this Agency, my Agent shall not have or exercise any of the following powers:

1.1 Life Insurance. Any power or incident of ownership over any policy insuring my Agent's life.

1.2 Gifts. Any power or authority over any irrevocable trust created by my Agent, if I am a trustee or beneficiary of that trust. Nor shall my Agent have any power over any property my Agent may have donated to me.

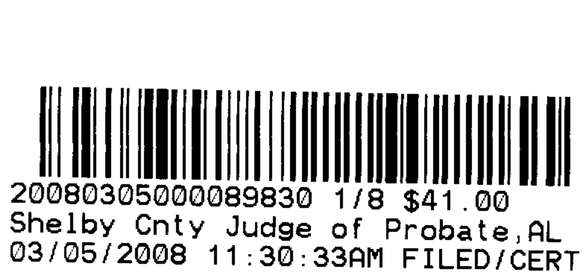
1.3 Powers. Any power or authority to appoint any of my property to my Agent, to my Agent's estates, to my Agent's creditors, or to the creditors of my Agent's estate. My Agent shall have no power or authority to disclaim any assets on my behalf if the result would cause them to pass directly or indirectly to my Agent or his heirs or estate in any one calendar year. My Agent shall have no power or authority to discharge any of my Agent's legal obligations out of my property, including any obligation of support which my Agent may owe to others unless my Agent and I are equally obligated to render such support.

ARTICLE II

PROPERTY AND BUSINESS

"Property" means all of my interests in property whether movable, immovable, real, personal, corporeal or incorporeal, tangible, intangible and mixed, wherever located, however acquired, whether owned by me now or hereafter acquired by me or on my behalf by Agent or by third persons and Agent may do, perform, conduct, manage, and transact all of the affairs, business and concerns of Principal of every nature and kind, without any exception or reservation whatever. With regard to Property and without in any way limiting the powers granted to Agent by this instrument, Agent may:

2.1 General Powers. Agent shall have all of the powers that may be conferred upon agents under applicable law. If a question should arise as to whether my Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agents, my Agent shall have those expanded powers.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2.2 Additional Powers. Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:

2.3 Deposit Funds and Instruments. To deposit all moneys collected and received for account of Principal in any bank or banks; to deposit drafts, bills of exchange, checks, acceptances and promissory notes or other obligations for collection in any bank or corporate institution.

2.4 Withdraw Funds. To make checks and draw money out of any bank or banks, or corporate institutions, wherein the same may have been deposited in the name or for the account of Principal.

2.5 Investments. To invest funds as Agent may think proper and best.

2.6 Accounts. To establish or maintain accounts of all kinds (including checking and savings), for me with financial institutions, including banks, thrift institutions, brokerage firms, and credit unions. To modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or upon which I or my Agent are authorized signatories (except accounts held by me in a fiduciary capacity), whether such account was established by me or for me by my Agent. To negotiate, endorse or transfer any checks or other instruments with respect to any account; to contract for any services rendered by any bank or other financial institution.

2.7 U.S. Vouchers and Checks. To execute vouchers in Principal's behalf for any and all allowances and reimbursements properly payable by the United States and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States.

2.8 Purchases and Sales. To purchase, sell, exchange, partition or otherwise acquire and dispose of Property, at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner, and at such prices as my Agent may determine.

2.9 Purchase of U.S. Government Bonds. My Agent may purchase U.S. Government bonds redeemable at par in payment of federal estate taxes.

2.10 Operation of Businesses; Changes in Corporate Structure. To continue to operate or participate in the operation of any of my business interests, so long as my Agent may deem it advisable, to change the nature of the business, to enlarge or diminish the scope of its activities, to dissolve or liquidate it, or to participate in any incorporation, change, merger, consolidation, reorganization, dissolution or liquidation. To participate in any plan of liquidation, reorganization, consolidation or merger involving any company or companies in which I have an interest or whose stock or other securities may be subjected to any plan of reorganization or with any protective committee and to delegate to such committee or others discretionary powers with relation thereto and to pay a proportionate part of the expenses of such committee or reorganization and any such assessments levied under such plan; to accept and retain new securities received by my Agent pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to such property; and to pay any amount or amounts of money my Agent may deem advisable.

2.11 Options. To grant options affecting Property for such purposes and periods, upon such conditions, in such manner, and at such prices as my Agent may determine; to exercise them for such price and on such terms and conditions as my Agent may see fit.

2.12 Servitudes and Easements. To create servitudes or easements on property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.

2.13 Leases. To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit, to

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enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions. To terminate leases, and give the necessary notices to vacate according to law.

2.14 Oil, Gas and Other Minerals. To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals, mineral rights and interests therein, and the right to explore, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as Agent may see fit, oil, gas and mineral leases and rights in and to oil, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interests, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property.

2.15 Partnerships. On my behalf, to become a partner in such partnerships as my Agent may see fit, whether as a limited or general partner, or partner in commendam; to continue me or my Agent as partners in any partnership in which I may be a partner or possessed of the right to become a partner; to consent to the continuation of any partnership that might otherwise terminate even though the articles of partnership may not provide for continuation.

2.16 Negotiable Instruments. To make, accept, draw and endorse promissory notes and bills of exchange in the name of Principal, and to bind the Principal by acknowledgment of debt, promise to pay and engagements of all kinds.

2.17 Borrowing, Mortgages and Security Devices. To borrow money by obligation either unsecured or secured, in such amounts, for such terms, at such rates of interest or without interest, and in such manner as my Agent may think desirable to execute such documents as may in Agent's sole discretion be appropriate, including, but not limited to promissory notes, loan agreements, loan applications and other related or ancillary documents. To encumber, hypothecate, pledge, pawn, mortgage or grant a security interest in all or any part or parts of Property now belonging to Principal or hereafter acquired by her, located in the State of Louisiana or any other state of the United States of America, including, but not limited to the property which is my family home, to secure or partially secure any debt of Principal now owing or hereafter incurred; and to include in any such act of security, any or all such general security clauses and obligations as are customary, including but not limited to, the insurance and acceleration clauses, the pact de non alienando, confession of judgment, waiver or any and all exemptions as might otherwise be allowed by law and to waive delays and notice.

2.18 Guarantee Loans. To guarantee or endorse loans made from third parties to any partnership, bank or other corporate institution, or to any subsidiary or affiliate of any such partnership, bank or other corporate institution, in which Principal and/or Agent owns a partnership interest or shares of capital stock.

2.19 Cancellation of Mortgages. To consent to the erasure, release or cancellation of all mortgages and privilege inscriptions in favor of or against Principal.

2.20 Lending. To make loans of Property to such persons, firms, partnerships, corporations, or political subdivisions, including businesses or business interest in which my Agent may be personally interested, for such purposes and for such periods, in such amounts and at such rates of interest, or at no interest, with or without security, and subject to such other terms as my Agent may determine.

2.21 Exchanges. To exchange Property for other property or to give options to exchange Property upon such terms as my Agent may deem advisable.

2.22 Demand and Settle Claims. To demand, take, sue for, and by all lawful ways and means to recover and receive from every person, firm or corporation whomsoever, all money, goods,

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debts, property and effects whatsoever as now or may hereafter be in the custody or possession of another, due or belonging to Principal in any fashion whatsoever, and, to that end, to adjust and settle all accounts, and to make and give good and sufficient discharges and acquittance.

2.23 Possession and Retention of Property. To hold and retain Property in the form received so long as Agent deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable, whether or not such property is productive of income and even though it may not be prescribed or authorized by law. To take possession, and order the removal and shipment, of any of Principal's property from any post, station, warehouse, depot, dock, or other place of storage or safekeeping, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose.

2.24 Improvements. To raze any buildings or other structures as my Agent may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings, structures or other property and to make any other kind of improvements, renovations and repairs as my Agent may deem proper, to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any Property in the manner and to the extent my Agent may deem advisable.

2.25 Creditors' Meetings. To attend any and all meetings of creditors wherein Principal may be interested, and vote on all questions and cases that may be submitted at such meetings.

2.26 Stockholders' Meetings. To attend any and all meetings of the stockholders of any corporate institution and vote on all questions and cases that shall or may be submitted at such meetings, including, but not by way of limitation, liquidation of any corporation, to accept dividends in liquidation and to agree upon a method of liquidation.

2.27 Agents and Employees. To employ or retain such employees, agents and advisors as my Agent may deem necessary, to assist in performing any duties of my Agent, including, but by way of illustration only, investment advice, management advise, and for any other purposes my Agent consider advisable, and to determine reasonable charges for such services and to make payment out of Property.

2.28 Mutual Funds. To acquire and retain for so long a period as my Agent may see fit the shares, preferred or common, of investment companies, or investment trusts, whether of the open-end or closed-end type, and without notice to anyone, to participate in any common trust fund or pooled investment fund.

2.29 Life Insurance. To insure the life of any other person on whose life I may have an insurable interest. Life insurance shall be in such amounts as my Agent may determine, and in such forms, as my Agent may deem wise, by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Proceeds of life insurance shall be made payable to any beneficiary or contingent beneficiary designated by my Agent. My Agent may elect any option provided by any policy. My Agent may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right of an owner of the policy.

2.30 Custody and Location of Property. To keep all or any part of the Property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as my Agent shall deem necessary or advisable and to have the power to hold securities in the names of nominees. To receive and attend to all shipments and consignments of produce, goods, wares or merchandise, and to pursue the instructions relative thereto of the owners, shippers, or others interested therein.

2.31 Retirement Plans. To create and contribute to an Individual Retirement Account (IRA) or employee benefit plan (including self-employed plans) for my benefit; to select payment options under plans in which I participate, and to change options I have selected. To make and change beneficiary designations, to make voluntary contributions, to "roll-over" plan benefits into

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other retirement plans, and to borrow money and purchase assets from plans and to sell assets thereto, if authorized by any such plan.

2.32 Safe-Deposit Boxes. To contract with any institution for a safe-deposit box in my name. To have access to all safe-deposit boxes in my name or to which I am an authorized signatory (except in a fiduciary capacity) whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name. To add to and remove from the contents of any safe-deposit box and to terminate contracts for such boxes.

2.33 Trusts. To execute trust instruments on my behalf as settlor or co-settlor, whether or not I am a beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or to other trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely alienable. To serve as trustee of any other trust created by or for my benefit. To add my assets to any trust and to revoke or terminate any trust on my behalf. To withdraw or receive the income or principal and to request or demand such withdrawals of any trust.

2.34 Fiduciary Offices. To renounce any fiduciary office to which I may be appointed or elected, including (but not limited to) executor, administrator, personal representative, trustee, tutor, curator, guardian, attorney-in-fact, or officer or director of a corporation. To render such accountings of my activities as may be required.

2.35 Accept or Reject Succession. To accept or reject all successions falling to Principal.

2.36 Successions and Estates. To represent the Principal, whether as heir, legatee, creditor, executor or otherwise, in all successions or estates in which Principal may be interested.

2.37 Administration of Successions and Estates. To apply for the administration of all successions and estates in which Principal may be interested, and to demand all orders, obtain all decrees and judgments that may be necessary, and to finally settle and liquidate the same; to sue for a partition and, if necessary, to renounce all successions in which the said Principal may be interested.

2.38. Taxation. To represent me in all tax matters including federal income, gift, estate and excise taxes. To prepare, sign, and file federal, state or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the U.S. Tax Court or other courts regarding tax matters, and all other tax-related documents, including consents and agreements under IRC 2032A, consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any other taxing authority. To exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for any period before any taxing authority. To engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants to represent or assist me in connection with any tax matter involving or in any way related to me or any Property in which I have or may have any interest or responsibility.

2.39 Gifts. To make gifts or other gratuitous transfers either outright or in trust (including the forgiveness of debt and the completion of any charitable pledge), to such persons or organizations as my Agent shall select.

2.40 Support. To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing and shelter, medical, dental and psychiatric care, normal vacations and travel expenses; education (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, preparatory, undergraduate and graduate or professional study in any field at public or private universities, colleges or other institutions of higher learning), including payment for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board, and a reasonable amount of spending money. If I have been legally separated or divorced from my spouse, any

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support provided to such spouse by my Agent shall be limited to such support as may be required by law.

2.41 Legal Proceedings. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all judicial or administrative proceedings, actions, suits, hearings, attachments, or sequestrations involving me in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under circumstances causing the loss to be borne by me. To appear before all courts of law and equity, there to prosecute and defend, and to compromise, compound and agree by arbitration or otherwise, as Agent may in his discretion see fit; to apply for and obtain any writ of arrest, attachment, sequestration, injunction, prohibition, provisional seizure, mandamus, error, and generally, all process of law and appeal; give the requisite security and sign the necessary bonds in all the cases in which the same may be required by law.

2.42. Miscellaneous Powers. And generally, for the full execution of the purposes aforesaid, Agent is authorized to do and perform, and to make, sign and execute, in the name of Principal all acts and written instruments with all usual and customary clauses, that shall or may be required and necessary, and bind Principal thereby as firmly as if the same were, or had been, the Principal's own acts and deeds; and, also, to do and perform all and every other act, matter and things whatsoever conductive to the interest of Principal, whether the same be an act of administration merely or any act of alienation, as shall or may be requisite and necessary, touching or concerning the affairs, business and concerns of Principal, as fully, amply and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing were, or had been, hereby particularly stated, expressed and especially provided for, or as the Principal could or might do if personally present; all with full power of substitution and revocation.

2.43 Powers of attorney. To give such mandate or powers of attorney, general or special, with or without power of substitution, in connection with the exercise of powers granted to Agent by this act as my Agent may deem advisable.

2.44 Ratification. Principal does hereby ratify and confirm all that Agent or his substitute shall lawfully do, or cause to be done, by virtue of this act of procuration.

ARTICLE III

INCIDENTAL POWERS

To enforce exercise of the powers granted in this document and to the extent I could act on my own behalf if capable, my Agent may:

3.1 Proceedings. Institute or defend any lawsuit or administrative proceedings on my behalf.

3.2 Advisors and Employees. Hire, compensate, instruct and discharge attorneys, accountants, appraisers, experts, consultants or other advisors, employees or independent contractors my Agent deems necessary.

3.3 Modifications. Amend this document as may be necessary to exercise the powers granted herein.

3.4 Communications. Open, read, respond to and redirect any written communications directed to me, represent me before any postal authority, messenger service, or information service for relevant matters.

3.5 Important Documents. Disclose, copy or deny access to any document; exercise my privilege of confidentiality and generally to care for and protect all information relevant to me, in any form.

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3.6 Pets. Provide continuing care for my pets or other animals owned by me or in my care, and contract and pay for their welfare.

ARTICLE IV

THIRD PARTIES

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's acts or signatures with the same force and effect as though I were personally present and acting for myself. Accordingly:

4.1 Notice of Amendment or Revocation. No person dealing with my Agent on my behalf shall be charged with knowledge or any amendment to this agency or its revocation until actual notice thereof is delivered to third party. Any party dealing on the faith of this power of attorney as to any interest of Principal in real estate or immovable property shall be, in the absence of actual notice of death or revocation, entitled to conclusively presume that this power of attorney is effective and has not been revoked in any fashion, even by Principal's death, until notice of such death or revocation is placed in the public records where conveyances or deeds pertaining to such real estate or immovable property are customarily filed.

4.2 Reliance. Until they receive actual notice that this agency has been amended or revoked, third persons may assume that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my Agent shall be responsible for my Agent's improper application of funds or property.

4.3 Information. Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Expenses. My Agent shall be entitled to reimbursement for all costs and expenses reasonably incurred on my behalf, but shall not otherwise be entitled to compensation for services rendered.

5.2 Nomination. I nominate my Agent to serve as my curator/curatrix, undercurator/undercuratrix, guardian, conservator and in any similar fiduciary capacity consonant with the powers granted in this agency. If not permitted to nominate my Agent, I nevertheless make the strongest recommendation that my Agent be qualified for all such offices. Likewise, I nominate my Agent as tutor/tutrix, undertutor/undertutrix or guardian of the person and property of my minor children, or if not permitted to nominate, I make a similar strong recommendation that my Agent be appointed.

5.3 Release. I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make any property productive of income, to increase the value of my estate or to diversify my investments.

5.4 Durability. This agency is "durable" and shall not be affected by Principal's subsequent incapacity, incompetency or physical or mental disability.

5.5 Revocation, Removal, Amendment and Resignation. This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written

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resignation delivered to me or, if I am incapacitated or interdicted, by delivery to any person with whom I am residing or who is responsible for my care.

5.6 Other Powers of Attorney. This act is in addition to any other acts of mandate, procuration or powers of attorney previously given by me to the person named as agent above or to any other person and is not intended to revoke or modify any prior act.

5.7 Applicable Law. This instrument shall be governed by the laws of Louisiana.

5.8 Titles. The titles, headings, and sub-headings in this instrument are for convenience only and are not intended in any way to limit the powers herein granted.

THUS DONE AND PASSED in Metairie, Louisiana, this 5th day of September 2006.

WITNESSES:

Marilyn V. Aleman

Marilyn V. Aleman

(Print name)

JOSEPH E. HASSINGER

Margaret S. Plunkett

MARGARET S. PLUNKETT

(Print name)

STEVEN E. HAYES
Notary Public
Bar Roll No. 14362

STEVEN EUGENE HAYES
BAR ROLL # 14362
NOTARY PUBLIC, PARISH OF JEFFERSON,
STATE OF LA., MY COMMISSION
IS ISSUED FOR LIFE

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