

SILBIA KAMPMEIER
GENERAL POWER OF ATTORNEY

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LEAH PATTERSON LUST
Probate Judge
Cullman

I, SILBIA KAMPMEIER, of Hamilton County, Tennessee, as Principal (the "Principal"), hereby appoint OLIVER W. SCOTT, of Cullman County, Alabama ("OLLIE" or the "Agent"), to serve as my agent and attorney-in-fact, to have and exercise the powers and privileges set forth below. If OLLIE fails or ceases to serve in such capacity for any reason whatsoever, then DONILDA SCOTT MCMAHON ("DONILDA") is to serve as my Successor Agent hereunder.

ARTICLE 1

POWERS WITH RESPECT TO MY PROPERTY

On my behalf and for my exclusive benefit, the Agent is authorized to exercise the following powers with respect to any and all of the property or interests in property that I may own now or in the future, whether real, personal or mixed, tangible or intangible, and wherever located, at any time and in the manner and to the extent that the Agent, in his or her sole and absolute discretion, determines:

1.1 Power to Buy and Sell. To buy in my name and on my behalf every kind of property, real, personal or mixed, tangible or intangible, upon such terms and conditions as the Agent shall deem appropriate; to obtain options with respect to such purchases; to insure and provide for the safekeeping of any such property; to sell any and every kind of property that I may own now or in the future, including property purchased or acquired on my behalf by the Agent, real, personal or mixed, tangible or intangible, including contingent and expectant interests, marital rights and rights of survivorship, upon such terms and conditions and security as the Agent shall deem appropriate; and to grant options with respect to such sales.

1.2 Power to Dispose of Proceeds. To make such disposition of the proceeds of the sale of property or property rights as the Agent shall deem appropriate, without the necessity for any person dealing with the Agent to look to the application of such proceeds by the Agent.

1.3 Power to Borrow. To borrow money on my behalf upon such terms and conditions as the Agent shall deem appropriate; to use any credit and/or debit card issued in my name to make such purchases as the Agent shall deem appropriate, and to sign any charge slips as may be necessary to use such cards; to pledge, mortgage or otherwise encumber any property or interest in property owned by me now or in the future to secure the repayment of such indebtedness; and to execute and deliver any note, assignment, mortgage, deed of trust or similar instrument evidencing or securing such indebtedness, without the necessity for the lender or creditor to look to the application of the proceeds of such borrowing.

1.4 Power to Invest. To invest and reinvest all or any part of the property owned by me now or in the future, in any property or interests in property, real, personal or mixed, tangible or intangible, including, without being limited to, securities of all kinds, bonds, debentures, notes,

Recording Fee 19.50, TOTAL 19.50



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stocks, commodities, contracts of all kinds, interests in partnerships, real estate or any interest in real estate, and interests in trusts, including investment trusts, without being limited by any statute or rule of law concerning investments by fiduciaries; to sell and terminate any investments made by me or the Agent; and to establish, deposit to, withdraw from and terminate brokerage accounts, including margin accounts, savings accounts and money market accounts with financial institutions of all kinds.

1.5 Power to Manage. To lease, sublease and release any property owned by me now or in the future; to eject and remove tenants or other persons therefrom, and to recover possession thereof by any lawful means; to collect, receive, sue for and receipt for rents and profits; and to maintain, protect, repair, preserve, insure, develop, alter or improve and perform any other acts of management and conservation with respect to any such property.

1.6 Power to Operate Businesses. To continue the operation of any business, farm or ranch belonging to me or in which I have any interest, for such time and in such manner as the Agent shall deem appropriate, including hiring, compensating and discharging employees, employing legal, accounting, financial and other consultants; and transacting all types of business in my name.

1.7 Power to Employ Agents. To employ, compensate and terminate the services of such legal, accounting, financial, investment and other agents, advisors and consultants as the Agent shall deem appropriate.

1.8 Power to Vote. To exercise the voting rights of any stock or other proprietary interest I may own now or in the future in any business or organization, and to designate a proxy for that purpose.

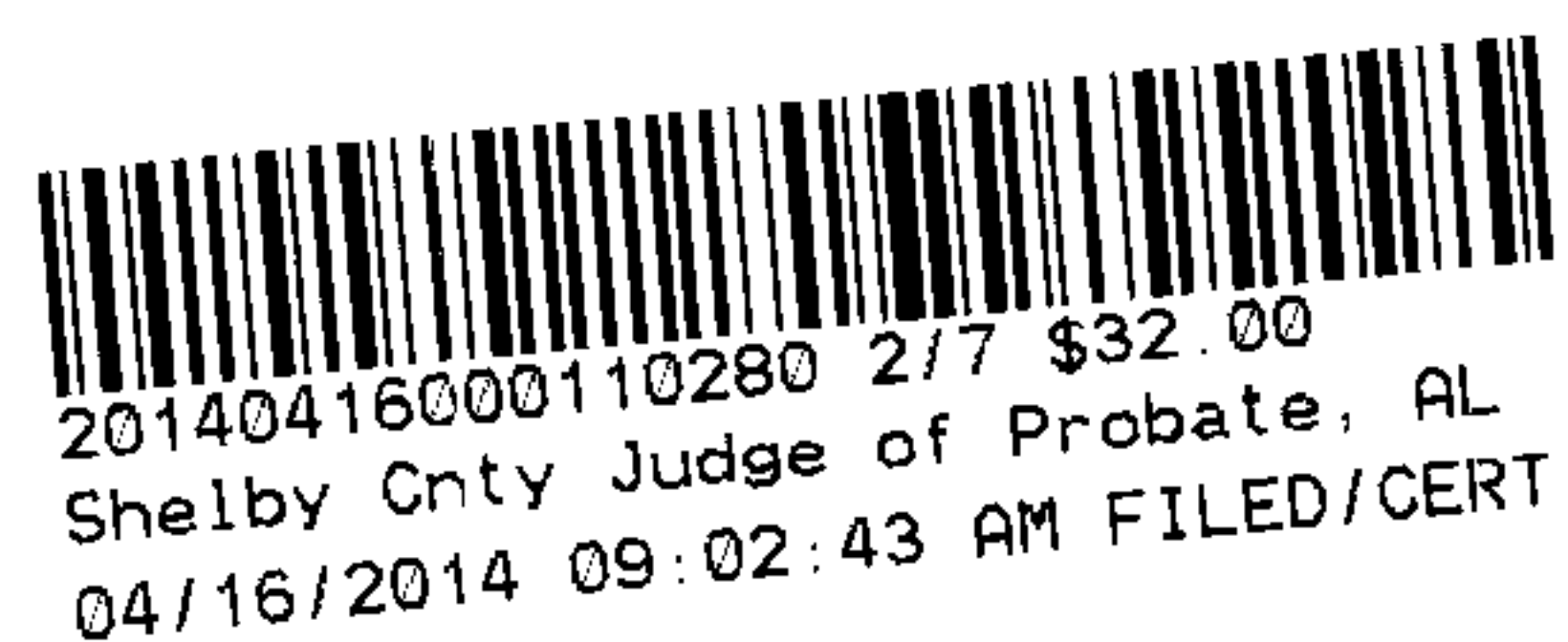
1.9 Power to Collect. To demand, arbitrate, settle, sue for, collect and receive all sums of money or other property, payments or benefits to which I am now or may in the future become entitled to, including interest, principal payments, dividends, tax refunds, social security benefits and insurance proceeds, and to use all lawful means to collect such sums.

1.10 Power to Lend. To lend money on such terms and conditions, with or without security, as the Agent shall deem appropriate.

1.11 Power with Respect to Accounts. To access, establish and maintain accounts on my behalf of all kinds with financial institutions of all types; to make deposits to such accounts and write checks and otherwise make withdrawals from such accounts; and to endorse, negotiate or transfer any checks payable to me or to my order.

1.12 Power with Respect to Safe Deposit Boxes. To access, rent and maintain in my name any safe deposit boxes with any financial or other institution; to have private access to all such boxes; and to add to and remove from the contents of any such box.

1.13 Power with Respect to Legal Actions. To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss and appeal from any and all legal,



equitable, judicial or administrative hearings, actions, suits and other proceedings involving me or my property in any way.

1.14 Power with Respect to Trusts. By deed, assignment or otherwise, to transfer any and all of my property or interests in property of any kind and description to a Revocable Living Trust created by me, and to amend, alter or revoke any such trust heretofore or hereafter created by me, so long as the disposition of the assets of the trust is not substantially altered by such amendment, alteration or revocation of the trust. If I have executed a validly existing Last Will and Testament, my Agent may execute a Revocable Living Trust Agreement with any trustee or trustees (including the Agent) as the Agent shall select; provided, however, any such trust created by my Agent shall provide for disposition of the income and principal of the trust in a manner consistent with the provisions of my validly existing Last Will and Testament.

1.15 Power to Insure. To purchase, maintain or surrender any policy of insurance on my life or any policy of insurance on the life of another now or hereafter owned by me, or any policy of medical or disability insurance of which I am the insured; to pay all premiums due thereon; to name such beneficiaries and select such settlement options with respect thereto as the Agent shall deem appropriate; and to collect the proceeds of any such policies.

1.16 Power with Respect to Tax Matters. To represent me in all tax matters; to prepare, sign and file all federal state and local tax returns and reports of any type whatsoever, and any amended return or claim for refund with respect thereto; to file requests for extensions of time, and petitions to the Tax Court or other courts regarding tax matters; to consent to split any gifts made by my spouse for any period; to pay any taxes payable by me and to collect any refunds due me; to enter into closing agreements; to sign any power of attorney form required by any taxing authority; and generally to represent me and retain professional representation for me in all tax matters and all tax proceedings of all kinds and for all periods; and to engage, compensate and discharge attorneys, accountants and other professionals to represent or assist me in connection with any and all tax matters in any way involving me or any of my property.

1.17 Power to Make Gifts. Subject to the provisions of Article 5, to make gifts or other transfers of property belonging to me, either outright or in trust, and including the forgiveness or cancellation of any indebtedness due to me, and the completion of any charitable pledges which I have made, to such persons or organizations, and in such amounts, and at such times, as the Agent shall determine; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any similar provision of any successor tax laws and any similar provisions of any state or local gift tax laws; and to pay any taxes that may be assessed by reason of such gifts.

1.18 Power to Disclaim, Renounce, Release or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason or by any means I may become entitled, whether by gift, devise, bequest, legacy or testate or intestate succession; to release or abandon any property or interest in property or powers which I may own now or in the future, including any interests in or rights over trusts; and to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, the Agent may take into account such matters as shall include, but shall not be limited to, any reduction in taxes payable by me or by

my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the property renounced or disclaimed.

1.19 Power to Pay Expenses. To pay any and all bills, accounts, claims and demands now or hereafter payable by me; to repay any money borrowed by me or on my behalf, including charges on any credit and/or debit cards issued in my name; and to pay any and all expenses incurred by the Agent in acting on my behalf under the provisions of this instrument.

1.20 Power to Provide Support. To provide for the support of any person or persons whom I have undertaken to support, or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past, adjusted as necessary for the effects of inflation and changes in circumstances, or which my assets and income may reasonably permit, including, but not limited to, payment of the cost of food, shelter, clothing, medical care, travel and education, and a reasonable amount of spending money.

1.21 General Power. To do and perform any and all actions, matters and things, and transact all business concerned with any property or affairs in which I am interested in any capacity to the same extent as I could do if personally present, competent and acting.

ARTICLE 2

POWERS WITH RESPECT TO MY PERSON

The Agent is authorized to do all things necessary to maintain my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement; to pay the operating costs of my living quarters, including payments of principal and interest, repairs and maintenance, utilities, insurance and taxes; to provide domestic help for the operation of my household; and to provide clothing, transportation, medicine, food and incidentals.

ARTICLE 3

INCIDENTAL POWERS

3.1 Further Powers. In connection with the exercise of the powers herein described, the Agent is authorized to perform any and all other acts necessary or incidental to the performance of the powers herein granted, with the power to do and perform all acts authorized hereby as fully and to all intents and purposes as I might or could do if personally present, competent and acting.

3.2 Power of Substitution. The Agent is authorized to authorize and empower another person to act in place of the Agent in connection with any act authorized under the provisions of this instrument.

3.3 Successors. I authorize each of my attorneys or any successor appointed under this Paragraph to designate a successor to serve in that attorney's place. If the law of the state of my residence requires one of my attorneys to be a resident and the named attorney is not a resident of such state, the named attorney may appoint an attorney to meet any requirement that at least one attorney be a resident of the state of my residence.

3.4 Appointment of Conservator. If it becomes necessary for the appointment of a conservator, I appoint OLLIE to be my conservator. If OLLIE fails or ceases to serve in such capacity for any reason, then I appoint DONILDA to be my conservator. I excuse any conservator appointed from bond.

3.5 HIPAA Release Provision. When in the process of determining the Principal's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as Agent or Successor Agent, to include any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed Agent or Successor Agent.

ARTICLE 4

RELIANCE OF THIRD PARTIES

For the purpose of inducing all persons and organizations to act in accordance with the instructions of the Agent given under the authority of this instrument, I hereby represent and agree that:

4.1 Power of Agent to Act Alone. The powers conferred upon the Agent by this instrument may be exercised by the Agent alone, and the Agent's signature or act under the authority of this instrument may be accepted 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.

4.2 Reliance by Third Parties. No person or organization who acts in reliance upon any representation of the Agent concerning the scope of the Agent's authority granted under this instrument or the fact that this instrument has not been revoked shall incur any liability to me, my estate, my heirs, successors or assigns, for permitting the Agent to exercise any such authority; nor shall any person dealing with the Agent be responsible to determine or insure the proper application of funds or property by the Agent.

4.3 Indemnity. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors and assigns, will hold any person or organization harmless from any loss suffered, or liability incurred by such person or organization in acting in accordance with the instructions of the Agent acting under the authority of this instrument, prior to the recording of an instrument of revocation as provided below.

ARTICLE 5

RESTRICTIONS ON POWERS

Notwithstanding any provision herein to the contrary, the Agent's power and authority to appoint or transfer any of my assets, interests or rights, directly or indirectly, to the Agent, the Agent's estate, the Agent's creditors or the creditors of the Agent's estate; to disclaim assets to which

I would otherwise be entitled if the effect of such disclaimer would be to cause such assets to pass directly or indirectly to the Agent or the Agent's estate; or to use my assets to discharge any of the Agent's legal obligations, including any obligation of support which the Agent may owe to others (excluding those whom I am equally legally obligated to support with the Agent), shall be limited in any calendar year to an aggregate amount which is equal to the greater of \$5,000 or five percent (5%) of the aggregate value of my assets as of the last day of each calendar year, on a noncumulative basis.

ARTICLE 6

DURABILITY OF THIS POWER OF ATTORNEY

Neither the effectiveness nor the validity of this power shall be in any way diminished or otherwise affected by any mental or physical disability or incapacity of the Principal subsequent to the date hereof; and this power shall not be revoked and shall remain in full force and effect despite any such debility.

ARTICLE 7


ADMINISTRATION

7.1 Governing Law. This instrument shall be governed by the laws of the state of the Principal's residence as indicated above, in all respects, including its validity, construction, interpretation and termination.

7.2 Waiver of Agent's Responsibility. I hereby release and forever discharge the Agent, and the heirs, successors and assigns of the Agent, from any and all liability upon any claim or demand of any nature whatsoever by me or my heirs or assigns arising out of the acts or omissions of the Agent, except for willful misconduct or gross negligence. The Agent shall have no responsibility to make any property productive of income, to increase the value of my estate or to diversify my investments. The Agent shall have no liability for entering into transactions authorized by this instrument with the agent in the Agent's individual capacity so long as the Agent believes in good faith that such transactions are in my best interests or in the best interests of my estate and those persons interested in my estate.

7.3 Revocation. This instrument may be amended or revoked by the Principal at any time by the execution by the Principal of a written instrument of revocation or amendment, which shall be effective only upon being recorded in the registry of deeds of the county and state of the Principal's residence as indicated above.

7.4 Photocopies. The Agent is authorized to make photocopies of this instrument which shall have the same force and effect as any original.


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IN WITNESS WHEREOF, I have signed this Power of Attorney this 18th day of Feb., 2005.

Silbia Kampmeier
SILBIA KAMPMEIER

Jill Anne Bower
Witness

Carol Ann Burdick
Witness

STATE OF TENNESSEE
COUNTY OF HAMILTON

Subscribed, sworn to and acknowledged before me by SILBIA KAMPMEIER, the Principal, and subscribed and sworn to before me by JILL ANNE BOWER and CAROL ANN BURDICK, witnesses, this 18th day of February, 2005.

Donna S. Spurlock
Notary Public

My Commission Expires: 8/24/08

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