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STATE OF LOUISIANA

PARISH OF OUACHITA

A true copy of original Filed for Record this the day of Silver S

GENERAL POWER OF ATTORNEY

BE IT KNOWN that before me, the undersigned Notary Public, on the day and date and at the place hereinafter set forth, and in the presence of the undersigned legal and competent witnesses, personally came and appeared JOHN BARKLEY KNIGHT, III, a major resident of Richland Parish, Louisiana, hereinafter referred to as "Grantor", who declares that he does by these presents make, nominate, ordain, authorize, constitute and appoint, and put in his name, place and stead and depute, STEPHANIE MOCK KNIGHT, a resident of Richland Parish, Louisiana, acting alone and being hereinafter referred to as "Grantee", to be his true and lawful attorney-in-fact, general and special, giving, and by these presents granting unto the said Grantee, full power and authority for and in the name and on behalf of Grantor, to do, perform, conduct, manage and transact all and singular the affairs, business and concerns.

If Stephanie Mock Knight is unwilling or unable to serve in this capacity, then Grantor hereby names and appoints HARRY E. MOCK, JR to serve as Grantee, for all purposes herein.

Without limitation, Grantor specifically gives and grants unto Grantee authority as follows:

To open all letters of correspondence addressed to Grantor and to answer the same.

To make, accept draw and endorse promissory notes and bills of exchange in Grantor's name, and to bind the said Grantor by acknowledgment of debt, promises to pay any engagements of all kinds.

To make Grantor a surety.

To deposit all monies collected and received for account of Grantor to the credit of Grantor in any bank or banks.

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 Grantor.

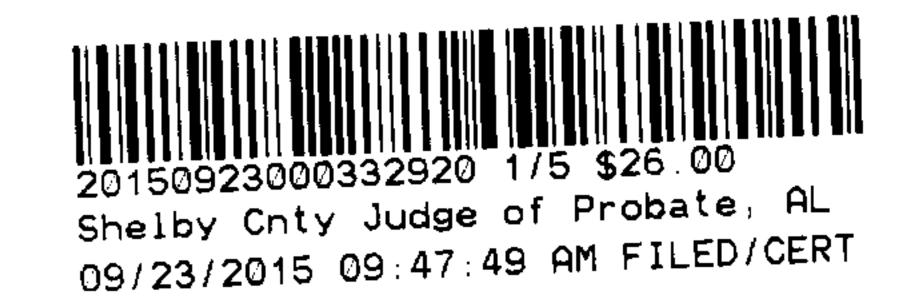
To invest all funds belonging to Grantor to the best advantage of Grantor and as the said attorney may think best and proper.

To deposit drafts, bills of exchange, checks, acceptances and promissory notes or other obligations for collection in any bank or corporate institution, and withdraw the same, or the amount thereof, at pleasure, by check or otherwise.

To sell and transfer all or any shares of the capital stock of any bank or other corporate institution standing in the name of Grantor, and owned by Grantor, and to receive and receipt for the dividends, due, or to become due, thereon.

To pledge and pawn all or any part or parts of the property of Grantor, and particularly all or any shares of the capital stock of any corporate institution owned by the said Grantor, and to make and give note or notes which may be necessary from time to time for the renewal of same.

To attend any and all meetings of creditors wherein the



said Grantor may be interested and vote in the name of JOHN BARKLEY KNIGHT, III.

To sell, transfer, assign, convey or donate to any and all person or persons or corporate institutions, with all legal warranties, all or any parts of the immovable, movable, or mixed estate of the said Grantor, either judicially or extra-judicially, for such price and upon such terms and conditions that the said attorney shall think fit; to receive the price of such sales, and to grant receipt and acquittance therefor.

To buy and purchase all property of any kind, movable or immovable, in the name of Grantor, for such price and upon such terms and conditions as said attorney may see fit; to pay the price therefor, and to sign and execute all acts and deeds necessary in the premises with all usual clauses.

To encumber, hypothecate or mortgage all or any part or parts of the property belonging to said Grantor; to consent to the erasure and cancellation of all mortgage and privilege inscriptions in favor of or against the said Grantor.

To consent and agree to all privileges, mortgages and pledges in favor of or against the said Grantor that may be required and necessary.

To lease, let or hire, for such time and for such prices as said attorney may see fit, all or any part of the property belonging to the said Grantor, and receive and receipt for the rent and wages thereof as the same fall due; to put an end to said leases, and give the necessary notices to vacate according to law; and to make all repairs necessary for the preservation of the real estate of the said Grantor.

To receive and attend to all shipments and consignments of produce, goods, wares or merchandise that shall or may be made to Grantor, either for Grantor's own account and risk or that of others; and to pursue the instructions of the owners, shippers, or others interested therein, relative thereto.

To sell all goods, products and merchandise that may be consigned to Grantor, and to receive the price and to grant acquittance and discharge therefor.

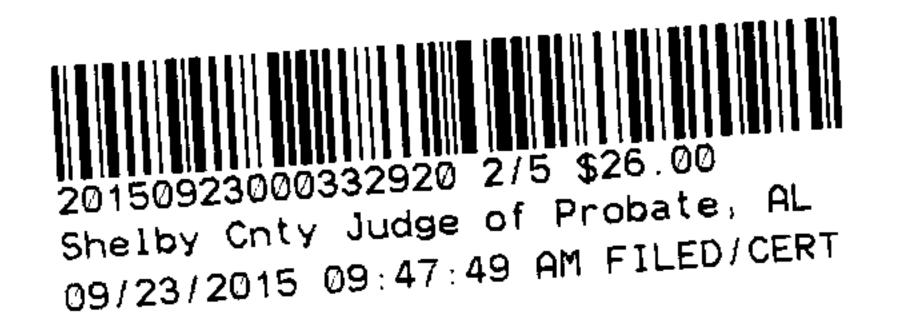
To sign all bonds or other acts required by the revenue department at any and all custom-houses of the United States or elsewhere, and to do all custom-house business.

To receive and acknowledge notices of protest of all or any bills, drafts or promissory notes to which the said Grantor may be a party.

To act for the said Grantor, and be Grantor's substitute in all cases wherein the said Grantor may be appointed the agent or attorney of others.

To represent the said Grantor, whether as heir, legatee, creditor, executor or otherwise, in all successions or estates in which Grantor may be interested. To accept or reject all successions falling to said Grantor.

To apply for the administration of all successions and



estates in which the said Grantor 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 in all matters in which the said Grantor may be a party, and, if necessary, to renounce all successions in which the said Grantor may be interested.

To ask, demand, have, take, sue for, acknowledge, and by all lawful ways and means to recover and receive of, and from, all and every person and persons whomsoever, body or bodies corporate, all and every such sum and sums of money, goods, debts, property and effects whatsoever as now is, or are, or may hereafter be, in their custody or possession, due, owing, coming or belonging to the said Grantor, whether by bond, bill, note, book debt, account, consignment, bequest or for and by what other person or means, and to that end, with whom it may concern to adjust and settle accounts, and, upon recovery and receipt in the premises, to make and give good and sufficient discharge and acquittances.

To appear before all courts of law and equity, there to do, prosecute and defend, as occasion shall require, and to compromise, compound and agree in the premises, by arbitration or otherwise, as the said attorney shall in her discretion see fit; to apply for and obtain any and all 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.

To be able to buy and sell real estate and any and all other transactions related to real property.

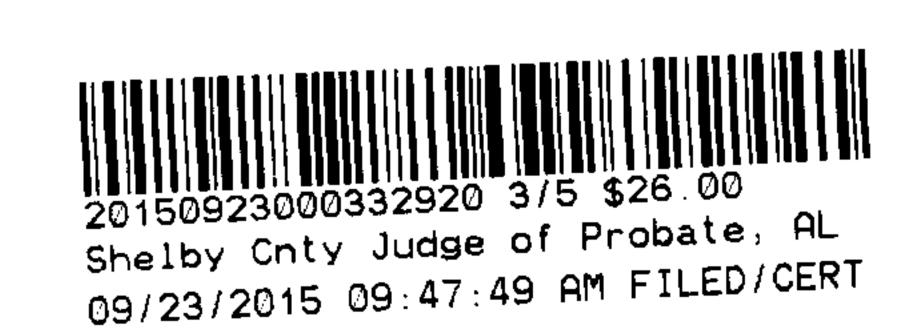
To purchase flower bonds or to borrow funds to purchase flower bonds for Grantor's estate.

To consent to the splitting of gifts with Grantor's spouse so that the annual exclusions, unified credits, and generation-skipping transfer tax exemptions and exclusions of both spouses may be used in accordance with IRC Sections 2513 and 2652(a)(2) and Treas. Reg. Sec. 25.2513-2(c).

To insure the life of any other person on whose life Grantor may have an insurable interest, with such insurance to be in such forms and amounts and with such beneficiary and contingent beneficiary designations as Grantee may determine, and to surrender any time, and to borrow against the value of any such policies, and options that Grantor may have as owner of such policies, including without limitation the power to borrow against such policies and to repay policy loans.

To create and contribute to Individual Retirement Accounts or employee benefit plans for Grantor's benefit in order to achieve the maximum federal income tax deductions therefore, to select and/or to change payment options, to make and/or change beneficiary designations, to rollover benefits into other retirement plans and to make voluntary contributions to same.

To represent Grantor in all tax matters, to prepare, sign, and file federal, state, or local, income, gift, or other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extension of time, ruling requests, petitions to the Tax Court or other courts regarding tax



matters, and any and all other tax-related documents, including, without limitation, receipts, offers, waivers, consents (including, without limitation, consents and agreements under Internal Revenue Code Section 2032A, or any successor section thereto), closing agreements and any power of attorney form required by the Internal Revenue Service, or other taxing authority; to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies; to exercise any elections Grantor may have under federal, state, or local tax law; and to generally represent Grantor in all tax matters and proceedings of all kinds before all offices and officers of the Internal Revenue Service, and any other taxing authority.

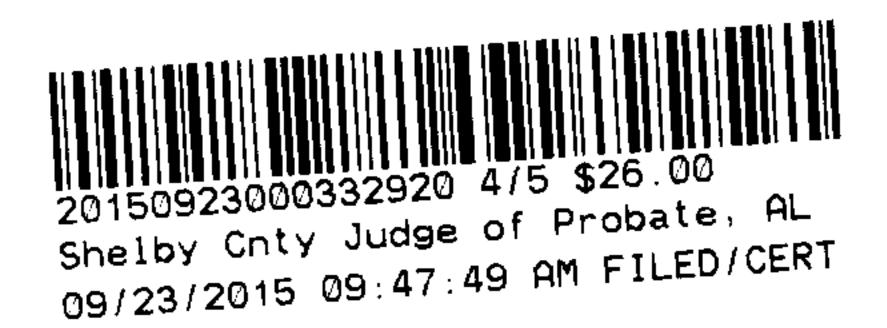
To demand, sue for, arbitrate, settle, collect, receive, deposit, and reinvest all property, sums of money, debts, dues, rights, accounts, legacies, bequests, interest dividends, annuities, and benefits that are now or may later become due or are payable to Grantor, including any benefits payable by any governmental body or agency (such as Supplemental Social Security, Medicare, and Social Security Disability Insurance, and for purposes of receiving Social Security benefits Grantee is appointed as Grantor's Representative Payee), and to take all lawful means to recover such assets or to qualify Appearer for such programs and to compromise claims for such assets and grant discharges for such assets in Grantor's name.

And, generally, for the full execution of the purposes aforesaid, the said attorney is hereby authorized and empowered to do and perform, and to make, sign and execute, in the name of the said Grantor, any and all acts and instruments of writing, with all usual and customary clauses, that shall or may be requisite and necessary, and bind the said Grantor thereby as firmly as if the same were, or had been, the said Grantor's own proper acts and deeds; and, also, to do and perform all and every other act, matter and thing whatsoever conducive to the interest of Grantor, whether the same be an act of administration merely or an act of alienation, as shall or may be requisite and necessary, touching or concerning the affairs, business and concerns of the said Grantor, 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 herein particularly stated, expressed and especially provided for, or as the said Grantor could or might do if personally present; also, with full power of substitution and revocation. The said Grantor does hereby agree to ratify and confirm all and whatsoever the said attorney shall lawfully do, or cause to be done, by virtue of this act of procuration.

Grantor declares and acknowledges that it is his intention that this Power of Attorney shall remain in full force and effect notwithstanding any subsequent incapacity of Grantor and notwithstanding any subsequent interdiction of Grantor. To the maximum extent permitted by Louisiana law, this Power of Attorney shall be treated as a "durable" Power of Attorney revocable only by Grantor and not revocable by anyone else should Grantor temporarily or permanently lose his legal capacity to act for himself.

The authority granted herein specifically includes the power to initiate and/or continue donations inter vivos from the assets belonging to Grantor.

Grantee shall have the authority 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 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.

The authority granted herein expressly includes the power to make health care decisions specifically including but not limited to decisions in regard to surgery, medical expenses, nursing home residency, medication, hospitalization, and choice of physicians.

THUS DONE AND SIGNED before me, Notary, and in the presence of the undersigned competent witnesses, on this the 15th day of February, 2001, in Monroe, Ouachita Parish, Louisiana.

WITNESSES:

JOHN BARKLEY KNIGHT,

Grantor

THUS DONE AND ACCEPTED before me, Notary, and in the presence of the undersigned competent witnesses, on this the 15th day of February, 2001, in Monroe, Ouachita Parish, Louisiana.

WITNESSES:

STEPHANIE MOCK KNIGHT

Grantee

PUBLIC

Shelby Cnty Judge of Probate, AL

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