

Prepared by:

H. OWEN MADDUX
419 N. Market Street, Suite 210
Chattanooga, Tennessee 37405
(423) 266-5691

GENERAL POWER OF ATTORNEY FOR PERSONAL AFFAIRS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Elaine Connie Swanger, a resident of Catoosa County, Georgia, made, constituted and appointed, and by these presents do make, constitute and appoint my son, Todd Alan Swanger, my true and lawful attorney to act in accordance with the provisions stated below; and upon the death or incapacity of my said son, Todd Alan Swanger, I direct that this appointment of him automatically shall be revoked and I then designate and appoint my daughter, Jill Marie Swanger, as my attorney-in-fact with all of the power and authority stated in this instrument, that is to say:

REVOCATION OF PRIOR POWERS OF ATTORNEY: This Power of Attorney revokes all Powers of Attorney previously granted by me except those relating to health care matters; any prior Durable Power of Attorney for Health Care executed by me specifically shall continue in full force and effect, and not be affected by this instrument.

THIS POWER OF ATTORNEY shall become effective immediately upon the full execution of the document, and any attorney serving herein shall do so without the requirement of filing any bond.

GIVING AND GRANTING unto my said attorney full powers provided by Code Section 53-12-232 of the Official Code of Georgia Annotated, which powers here are incorporated by reference. In addition, my said attorney shall also have the following specific powers:

1. DISPOSITION OF PROPERTY. To rent, lease, sell, insure, transfer, mortgage, pledge, exchange or otherwise dispose of or encumber any and all of my property, real, personal, or mixed, and to execute and deliver good and sufficient deeds or other instruments for the lease, conveyance, mortgage or transfer of the same, without the necessity for any person dealing with my said attorney to look to the application of any proceeds therefrom.
2. COLLECTION OF DEBTS. To collect, sue for, compromise or otherwise dispose of any claim, debt, rents or share in an estate in which I now or hereafter may have an interest.
3. RECOVERING POSSESSION OF PROPERTY. To eject, remove, or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed, in which I now or hereafter may have an interest.
4. ACQUISITION OF PROPERTY. To buy, receive, lease, accept or otherwise acquire in my name and for my account property, real, personal or mixed, upon such terms, considerations and conditions as my said attorney shall think proper.

5. LITIGATION, REPRESENTATION, AND EMPLOYMENT OF ASSISTANTS. On my behalf and in my name or the name of my attorney, to institute, prosecute, appear in, defend, compromise, arbitrate, settle, or dispose of any legal, equitable or administrative hearings, actions, suits, attachments, claims or other proceedings, including government claims, to which I am or may become a party or in which I have an interest; and to engage and dismiss counsel in connection therewith, authorizing my attorney to assert or waive any or all rights, privileges and defenses available to me. To hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said attorney shall deem proper in the exercise of the powers herein granted; to dismiss and remove at pleasure any such agents, employees and counsel as well as any agents, employees and counsel heretofore or hereafter employed by me or in my behalf.
6. ENDORISING CHECKS AND DEPOSITING MONEY.
- (a) To deposit in my name and for my account with any bank, banker, trust company or other banking institution, including any savings and loan association, all monies which may come into the hands of such attorney and all bills of exchange, drafts, checks, promissory notes and other securities (including but not limited to, such instruments issued by or drawn on the treasurer or other fiscal officer or depository of the United States, of any sovereign state or authority, or any political subdivision or instrumentality thereof) for money payable or belonging to me, and for that purpose to draw checks and drafts thereon in my name in the manner provided herein.
 - (b) To open or close accounts and to receive statements, notices or other documents from any bank or other financial institution concerning any and all accounts or banking transactions in my name or in which I have an interest.
 - (c) To endorse, cash and receive the proceeds of any and all checks, vouchers or other orders for money.
 - (d) To draw checks, drafts and acceptances upon any bank or other account or deposit belonging to me.
7. PAYING ACCOUNTS. To pay any bills, accounts, claims, and demands now or hereafter payable by me.
8. SAFE DEPOSIT BOXES. To have access for all purposes to any and all safe deposit boxes or vaults rented in my name or in the names of any person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault; to contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect 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 an agent in my name; and to terminate any and all contracts for any safe deposit box in my name.

9. SAVINGS BONDS. This power expressly includes the authority to endorse and cash United States Savings Bonds.
10. BORROWING MONEY. To borrow money on my behalf, and to execute any note, mortgage, or other evidence of indebtedness for repayment thereof, to pledge any property owned by me as collateral therefor, to make payments of principal and interest thereon, and to use any funds or property belonging to me therefor.
11. RECEIVING DIVIDENDS. To receive any dividends which are now due, or which shall hereafter become due and payable, on all stock standing in my name in any corporation, and to endorse all checks or other media of payment therefor.
12. TAX RETURNS. To execute and to file any income tax return, declaration and estimate required by any Act of Congress to be made by me for any taxable period, and in like manner to execute and to file any other tax return of any kind and nature required, either by any Act of Congress, or by the State of Georgia, or by any other state, or by any municipality or other legally constituted authority, to be made by me for any period of time prior to the revocation of these presents.
13. SELLING STOCKS AND SECURITIES. To sell and transfer unto any person or persons whatever, and for such price as my said attorney shall see fit, any number of shares of stock or other security standing in my name in any corporation, and to endorse, or otherwise effectuate, any assignment, conveyance or transfer of any such stock or other security, expressly excusing all persons dealing with my said attorney from any liability by reason thereof.
14. RETIREMENT ACCOUNTS AND LIFE INSURANCE. To change the investments, change beneficiary designations, and to otherwise alter in any way, any retirement account of mine and any life insurance policy of mine, including but not limited to: 401(k) accounts, 403(b) accounts, IRA accounts, pension and profit-sharing accounts, and private and public annuities.
15. AUTOMOBILES. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.
16. MAIL. To redirect my United States mail to another location for delivery other than my current address or any Post Office Box I might have. To also sign on my behalf for receipt of any Federal Express, UPS, or other similar overnight delivery services.
17. HEALTHCARE BENEFITS. To apply and act on my behalf for healthcare benefits, disability benefits, and any other official assistance-type programs, including but not limited to: Medicaid, Medicare, and Social Security.

18. GENERAL CARE. To provide for care so I may stay at my home if I am sick or incapacitated, even if such care is more expensive than care at a facility. To make the necessary arrangements for my care at a facility such as a nursing home, assisted living facility, and to pay for such care from my funds.
19. PERSONALTY. To dispose of my personalty and pets if I am no longer able to stay at my home.
20. FUNERAL PREPARATIONS. To make arrangements for and prepay for my funeral and burial.
21. DOMICILE AND RESIDENCY. To change my official state of domicile and residency.
22. CREATION OF AND TRANSFERS TO TRUSTS.
 - (a) To execute a revocable trust agreement with such Trustee or Trustees as my attorney shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my attorney shall request or as the Trustee or Trustees shall determine, and that on my death any remaining income and principal shall be paid to my Personal Representative, and that the trust may be revoked or amended by me or my attorney at any time, and from time to time; provided, however, that any amendment by my attorney must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to transfer and assign any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the Trustee or Trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter. The Trustee may be my attorney as sole Trustee, or as one of several Trustees.
 - (b) To transfer from time to time and at any time to the Trustee or Trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income or a primary principal beneficiary, any or all of my cash, property, interest in property, or other assets, including any rights to receive income from any source; to make such transfers absolutely in fee simple, or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the State of Georgia.
 - (c) To withdraw and/or to receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the Trustee thereof has the discretionary power to make distributions to or on my behalf; and to execute and deliver to such Trustee or Trustees a receipt and release or similar document for the income or principal so received.

23. GIFTS.

- (a) To make gifts, grants, or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my attorney shall select; to make payments for the college and post-graduate tuition, related educational expenses, medical care and related expenses of my spouse and dependents; to consent to the splitting of gifts under relevant state and federal gift tax laws; and to pay any state or federal gift tax that may arise by reason of any such gift.
- (b) To make gifts to my attorney designated above, but no gifts shall be made to my said attorney unless the gifts are for my attorney's health, maintenance, education, or support, and do not exceed \$5,000.00 in any calendar year of my said attorney unless the gifts are in fulfillment of an obligation of support owed by me to my said attorney.
- (c) To make gifts of my property to any of my descendants, in trust or free of trust, and upon such other terms and conditions as may be specified by my attorney-in-fact; provided, however, that the amount of the gift to any such person may not exceed annually the amount of the federal gift tax exclusion which is in place at the time the gift is made.

24. 529 ACCOUNTS. If I am the account owner or responsible person (the "account owner") for a 529 Account, or if my attorney is the account owner of a 529 Account to which I or my attorney on my behalf has made gifts, to exercise all rights granted to an account owner of a 529 Account, including but not limited to any right to direct a qualified or nonqualified withdrawal, to change the beneficiary [provided the new beneficiary of the account or plan is one of my descendants, the spouse of one of my descendants or a sibling or cousin of the old beneficiary] and to change the account owner [but only upon the death or permanent incapacity of the account owner] [and] [provided the new account owner is my spouse, one of my descendants, the spouse of one of my descendants, the beneficiary, a sibling, parent or guardian of the beneficiary, or the trustee of a trust of which the beneficiary is a beneficiary]. [Notwithstanding the preceding provisions of this paragraph, my attorney shall have the power to change the beneficiary of a 529 Account only in one of the following circumstances:

- (a) Upon the death or permanent incapacity of the beneficiary;
- (b) Upon the graduation of the beneficiary from an institution of higher education if the beneficiary signs a written statement that he or she does not plan to pursue additional higher education;
- (c) Two and one-half years after the graduation of the beneficiary from an institution of higher education if the beneficiary is not then enrolled in an institution of higher education; or

- (d) Upon receipt of written consent from the beneficiary, from the parent or legal guardian of a minor beneficiary or from the legal guardian or agent under a power of attorney of an incapacitated adult beneficiary.]
25. SUPPORT PAYMENTS. To support and/or continue to support any person 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 if necessary by circumstances and inflation), including, but not limited to, the 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, and education (including education at vocational and trade schools, training in music, stage, arts, and sports, special training provided in institutions for the mentally or physically handicapped, undergraduate and graduate study in any field at public or private universities, colleges, or other institutions of higher learning) together with all reasonable and necessary expenses related to education, and in providing for such education to pay for tuition, books, and incidental charges made by the educational institution, travel costs to and from such institutions, room and board, and a reasonable amount of spending money.
26. LOANS. To lend money and property at such interest rate, if any, and upon such terms and conditions, and with such security, if any, as my attorney may deem appropriate; to renew, extend, and modify any such loan or loans that I may have previously made; to guarantee the obligations of any person; to consent to the renewal, extension, and modification of such obligations.
27. POWER OF APPOINTMENTS. To exercise any power of appointments I might have under a will or trust.
28. REMOVE AND APPOINT FIDUCIARIES. To exercise any power I might have to remove and appoint any fiduciaries, including trustees and personal representatives, under any will or trust document.

FURTHER, I do authorize my aforesaid attorney to perform all necessary acts in the execution of the aforesaid authorizations and generally to do any and all acts on my behalf in any other matter or thing pertaining or belonging to me with the same validity as I could effect if personally present.

I HEREBY DECLARE that any act or thing lawfully done hereunder by my said attorney shall be binding on me and my heirs, legal and personal representatives, and assigns;

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact."

I hereby INDEMNIFY, DEFEND, and HOLD HARMLESS any third party for any claims, costs or expenses, including attorneys fees and expenses, that arise against or are incurred by such third party because of such party's reliance upon this power-of-attorney at any time prior to the date such party receives actual notice of the revocation of this power of attorney.

I do hereby authorize the release of my medical and mental health information to my attorney under this power of attorney and hereby INDEMNIFY, DEFEND and HOLD HARMLESS my physicians or other healthcare professionals including, by way of example but not limitation, physicians, psychiatrists, psychologists, neurologists, registered nurses, and/or physical therapist, for any claims that arise against such person or persons due to such person or persons examining me for the purpose of determining whether I am incapacitated and issuing a written opinion certifying the results of their examination as to my mental and/or physical capacity or incapacity to manage my financial affairs. I hereby INDEMNIFY such person or persons from claims by myself, my attorney, my guardian, my personal representative, and any third parties including, but not limited to attorneys' fees and expenses, experts, and litigation costs.

My attorney shall not be liable for any loss or depreciation in value of my properties, except any loss attributable to gross negligence, a willful breach of fiduciary duty or bad faith on my attorney's part, and my attorney shall not be accountable or held liable for any act or omission if my attorney has used good faith and ordinary care in the exercise of his powers under this power of attorney. I do hereby INDEMNIFY, DEFEND, and HOLD HARMLESS my attorney from claims by any third person, including by a guardian appointed for my person or estate and the personal representative of my estate upon my death; provided, however, I expressly do not indemnify my attorney (i) from any claims by me in my individual capacity, or (ii) from any claims in the event my attorney seeks, directly or indirectly, the appoint of a guardian of my estate, or (iii) claims or losses attributable to gross negligence, the willful breach of fiduciary duty or bad faith on my attorney's part. For the purposes of this paragraph, claims by any third party may relate to the exercise of any power of my attorney authorized by this power of attorney including, but not limited to, my attorney's decision to make tax-motivated gifts of my property, to disclaim any asset I may otherwise have a right to receive, create a management trust solely for my benefit during my lifetime, or to exercise or not exercise any power granted to my attorney under this power of attorney.

If my spouse has been appointed my agent or an alternate agent hereunder, and subsequent to the execution of this document, an action is filed to dissolve our marriage, then the filing of such action shall automatically remove my spouse as agent or alternate agent.

I direct that photocopies of this document shall have the same force and effect as the original.

If at any time there are multiple agents acting together and there is a dispute among the agents as to the course of action to take on my behalf, then I direct all such disputes be resolved by an independent arbitrator or mediator. The selection of the independent arbitrator or mediator must be approved by all agents in question.

My attorney may be entitled to reasonable compensation for services rendered in acting on my behalf, even if such attorney is a relative of mine. This language is specifically for the purposes of any Medicaid and other similar healthcare planning that might be done on my behalf and to avoid any periods of ineligibility in determining my benefits. However, it is not mandatory that my attorney be compensated. The rate of any compensation is to be determined by Code Section 29-2-42 of the Official Code of Georgia Annotated.

Upon my death, my attorney shall pay and deliver all assets and undistributed income owned by me to my estate.

Pursuant to the laws of the State of Georgia, I nominate my son, Todd Alan Swanger, to act as my Conservator, Limited Guardian, or Guardian, if judicial proceedings involving my person or my estate are commenced, and in which a court decides that I am in need of a Conservator, Limited Guardian, or Guardian.

This power of attorney, once effective, shall continue in full force and effect despite any subsequent mental or physical disability of mine unless previously revoked by me, until the occurrence of the first of the following circumstances:

- (1) my death;
- (2) the death of my said attorney; or
- (3) until the revocation of this power of attorney by me. I specifically direct that this power of attorney shall not be affected by my disability, nor by my physical or mental incapacity or incompetence, and it shall remain in full force and effect during all such times when I am disabled or suffering from any physical or mental incapacity or any period when I am incompetent. I further direct that this power of attorney shall similarly remain in full force and effect notwithstanding any later disability or incapacity of mine at law or any later uncertainty as to whether I am dead or alive.

I specifically reserve the right to revoke this appointment at any time during my lifetime; this right is reserved for myself alone, and not for any Guardian, Conservator, committee, or any other personal or legal representative of mine. Revocation shall be accomplished by an instrument in writing under my hand delivered to my said attorney-in-fact revoking this instrument in whole or in part, or amending and changing the provisions and limitations hereof in such manner as I alone shall see fit, and said attorney-in-fact shall, upon such revocation, forthwith surrender, convey, transfer, and deliver to me or to such other person as I may direct, all or that part of my assets then in my attorney-in-fact's hands and possession to which such revocation shall be applicable.

In exercising the discretion and authority conveyed by this instrument to my said attorney, I request that he consult with appropriate advisors from time to time, such as attorneys-at-law, accountants, financial advisors, and so forth, in order to be in a position to take the best possible action with respect to my property and assets.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on

July 17, 2003

Elaine Connie Swanger
Elaine Connie Swanger

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, a Notary Public at Large for the State of Tennessee, personally appeared the Principal in the foregoing Power of Attorney, known to me, and who upon oath acknowledged execution of the foregoing instrument for the purposes therein contained; and who appeared to be of sound mind and under no duress, fraud or undue influence, and fully aware of the action taken on

July 17, 2003

[Signature]
Notary Public

My Commission Expires:

Jan 19, 2006