1/27/12 11:32:43
DK P BK 149 PG 346
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DURABLE POWER OF ATTORNEY FOR FINANCE OF FRANCES SAINT

ARTICLE I
Creation

I, Frances Saint, as Principal and a resident of the State of Mississippi designate the following persons, in order of preference and succession, to serve as Attorney-In-Fact (my "Agent") for me and to act as the guardian or limited guardian of my estate should guardianship proceedings become necessary or desirable:

1) Kay Hobbs Morris (my daughter)
2) Jo Ann Henderson (my daughter)
3) Dale Allen Hobbs (my son)

ARTICLE II
Effectiveness; Effective Immediately

This Power of Attorney shall become effective immediately and shall survive and continue during my disability, incompetence, incapacity, or partial incapacity. This Power of Attorney shall not be affected by my subsequent disability or incapacity or by lapse of time. Disability, incompetence, incapacity or partial incapacity shall include, without limitation, my inability to manage my property and affairs or caring for myself effectively, for reasons such as mental illness, mental deficiency or other mental incapacity, physical illness or disability, advanced age, senility, chronic use of drugs, chronic intoxication, which may be evidenced by a written statement of my regularly attending physician or two other qualified physicians or by court order.

ARTICLE III
When Successor Agent is Entitled to Act

The successor Agent shall be entitled to act upon the death, disability or incapacity determined by the same criteria above, or upon the written resignation of the designated prior Agent or under a written delegation of authority by my Agent.

ARTICLE IV
Powers

My Agent shall have all powers of an absolute owner over my assets and liabilities, whether located within or without the State of Mississippi, including, without limitation, the following power and authority:

A. Power relating to real property transactions. I empower my attorney-in-fact to:

1. accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property;

2. sell, exchange, or convey, with or without covenants; quitclaim; release; surrender; mortgage; encumber; partition; consent to partitioning; subdivide; apply for zoning, rezoning, or other governmental permits; plat or consent to platting; develop; grant options concerning; lease; sublet; or otherwise dispose of an interest in real property or a right incident to real property;

3. release, assign, satisfy, and enforce, by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted;

4. do any act of management or of conservation with respect to an interest in real property or a right incident to real property, owned or claimed to be owned by the principal, including:

   a. insuring against a casualty, liability, or loss;

   b. obtaining or regaining possession or protecting the interest or right, by litigation or otherwise;

   c. paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and

   d. purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property;

5. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has or claims to have an interest or right;

6. participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization and to act with respect to them, including:

   a. selling or otherwise disposing of them;

b. exercising or selling an option, conversion, or similar right with respect to them; and

c. voting them in person or by proxy;

7. change the form of title of an interest in or right incident to real property;

8. dedicate to public use, with or without consideration, easements or other real property in which the principal has or claims to have an interest.

B. Power relating to tangible personal property transactions. I empower my attorney-in-fact to:

1. accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;

2. sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;

3. release, assign, satisfy, or enforce, by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal with respect to tangible personal property or an interest in tangible personal property; and

4. do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including:

a. insuring against casualty, liability, or loss;

b. obtaining or regaining possession or protecting the property or interest, by litigation or otherwise;

c. paying, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

d. moving from place to place;

e. storing for hire or on gratuitous bailment; and

f. using, altering, and making repairs or alterations.

C. Power relating to stock and bond transactions. I empower my attorney-in-fact to buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts; call and put options on stocks and stock indexes; receive certificates and other evidences of ownership with respect to securities; exercise voting rights with respect to securities in person or by proxy; enter into voting trusts; and consent to limitations on the right to vote.

D. Power relating to commodity and option transactions. I empower my attorney-in-fact to buy, sell, exchange, assign, settle, and exercise commodity futures contracts; call and put options on stocks and stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts with a broker.

E. Power relating to banking and other financial institution transactions. I empower my attorney-in-fact to:

1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;

2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;

3. hire a safe deposit box or space in a vault;

4. contract to procure other services available from a financial institution as the agent considers desirable;

5. withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;

6. receive bank statements, vouchers, notices, and similar documents from a financial institution and to act with respect to them;

7. enter a safe deposit box or vault and withdraw or add to the contents;

8. borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to

borrow, pay, renew, or extend the time of payment of a debt of the principal;

9. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due;

10. receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;

11. apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

12. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

F. Power relating to business operating transactions. I empower my attorney-in-fact:

1. to operate, buy, sell, enlarge, reduce, and terminate a business interest;

2. to the extent that an agent is permitted by law to act for a principal and subject to the terms of the partnership agreement, to:

a. perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have under a partnership agreement, whether or not the principal is a partner;

b. enforce the terms of a partnership agreement by litigation or otherwise; and

c. defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in the partnership;

3. to exercise in person or by proxy or enforce, by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share, or other instrument of similar character and to defend, submit to arbitration, settle, or

compromise litigation to which the principal is a party because of a bond, share, or similar instrument;

4. with respect to a business owned solely by the principal, to:

a. continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business before execution of the power of attorney;

b. determine:

(i) the location of its operation;

(ii) the nature and extent of its business;

(iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

(iv) the amount and types of insurance carried;

(v) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees;

c. change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; and

d. demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business and control and disburse the money in the operation of the business;

5. to put additional capital into a business in which the principal has an interest;

6. to join in a plan of reorganization, consolidation, or merger of the business;

7. to sell or liquidate a business or part of it at the time and upon the terms the agent considers desirable;

8. to establish the value of a business under a buyout agreement to which the principal is a party;

9. to prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that the agent considers desirable and to make related payments; and

10. to pay, compromise, or contest taxes or assessments and to do any other act that the agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

G. Power relating to insurance transactions. I empower my attorney-in-fact to:

1. continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;

2. procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents and to select the amount, type of insurance or annuity, and mode of payment;

3. pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent;

4. designate the beneficiary of the contract; however, an agent may be named a beneficiary of the contract or of an extension, renewal, or substitute for the contract only to the extent that the agent was named as a beneficiary under a contract procured by the principal before executing the power of attorney;

5. apply for and receive a loan on the security of the contract of insurance or annuity;

6. surrender and receive the cash surrender value;

7. exercise an election;

8. change the manner of paying premiums;

9. change or convert the type of insurance contract or annuity, with respect to which the principal has or claims to have a power described in this section;

10. change the beneficiary of a contract of insurance or annuity; however, the agent may not be designated a beneficiary except to the extent permitted by subsection (4);

11. apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal;

12. collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and

13. pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

H. Power relating to estate, trust, and other beneficiary transactions. I empower my attorney-in-fact to act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am or may become, or may claim to be entitled as a beneficiary to a share or payment, including to:

1. accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund;

2. demand or obtain, by litigation or otherwise, money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund;

3. initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;

4. initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary;

5. conserve, invest, disburse, and use anything received for an authorized purpose; and

6. transfer an interest of the principal in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by the principal as settlor.

7. This Power does NOT give my agent the power to revoke or change any estate planning or testamentary documents previously executed by me, unless the document authorizes changes with court approval.

I. **Power relating to claims and litigation.** I empower my attorney-in-fact to:

1. assert and prosecute before a court or administrative agency a claim, counterclaim, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief;

2. bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae;

3. in connection with litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

4. in connection with litigation, perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding the principal in litigation;

5. submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation;

6. waive the issuance and service of process upon the principal; accept service of process; appear for the principal; designate persons upon whom process directed to the principal may be served; execute and file or deliver stipulations on the principal's behalf; verify pleadings; seek appellate review; procure and give surety and indemnity bonds; contract and pay for the preparation and printing of records and briefs; and receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in

connection with the prosecution, settlement, or defense of a claim or litigation;

7. act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning the principal or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value; and

8. pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

J. Power relating to personal and family maintenance. I empower my attorney-in-fact to:

1. do the acts necessary to maintain the customary standard of living of the principal and the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, including providing living quarters by purchase, lease, or other contract or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those individuals;

2. provide for the individuals described in subsection (1) normal domestic help; usual vacations and usual travel expenses; and funds for shelter, clothing, food, appropriate education, and other current living costs;

3. pay for the individuals described in subsection (1) necessary medical, dental, and surgical care, hospitalization, and custodial care;

4. continue any provision made by the principal for the individuals described in subsection (1) for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them;

5. maintain or open charge accounts for the convenience of the individuals described in subsection (1) and open new accounts the agent considers desirable to accomplish a lawful purpose; and

6. continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization or continue contributions to those organizations.

K. Power relating to benefits from Social Security, Medicare, Medicaid, or other governmental programs or from military service. I empower my attorney-in-fact to:

1. execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal and the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, and for shipment of their household effects;

2. take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

3. prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled, under a statute or governmental regulation;

4. prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and

5. receive the financial proceeds of a claim of the type described in this section and conserve, invest, disburse, or use anything received for a lawful purpose.

L. Power relating to retirement plan transactions. I empower my attorney-in-fact to:

1. select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals;

2. designate beneficiaries under those plans and change existing designations;

3. make voluntary contributions to those plans;

4. exercise the investment powers available under any self-directed retirement plan;

5. make "rollovers" of plan benefits into other retirement plans;

6. if authorized by the plan, borrow from, sell assets to, and purchase assets from the plan; and

7. waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

M. Power relating to tax matters. I empower my attorney-in-fact to:

1. prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns; claims for refunds; requests for extension of time; petitions regarding tax matters; and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code section 2032A or any successor section), closing agreements, and any power of attorney required by the internal revenue service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

2. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the internal revenue service or other taxing authority;

3. exercise any election available to the principal under federal, state, local, or foreign tax law; and

4. act for the principal in all tax matters for all periods before the internal revenue service and any other taxing authority.

N. Power relating to Medical Care Assistance Transfers. I empower my attorney-in-fact to make any transfer of resources not prohibited under state law as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying me for state or federal medical care assistance or a limited casualty program for the medically needy, or for the purpose of preserving for my spouse, other relative or domestic partner, the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance, or in anticipation of such application and for the purpose of avoiding a Medicaid Recovery Lien.

O. Power relating to Gift Transfers. I empower my attorney-in-fact with the following authority with respect to gift transactions, whether the gift is to be made

outright, in trust, in custodial account or otherwise, whether the object of the gift is located in the state or elsewhere:

1. make gifts from any or all of the principal's real and personal property, and in the kinds or shares that the agent considers prudent for any purpose, including that the agent or a person whom the agent has a legal obligation to support when the gift is in full or partial satisfaction of that obligation may be the beneficiary of the gift;

2. submit to arbitration or settle, and to propose or accept a compromise with respect to a controversy or claim that affects the gift;

3. hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of the powers described in the subsection, and for the keeping of records about that action;

4. do any other act or acts that the principal can do through an agent, with respect to any gift.

ARTICLE V
Purposes

My Agent shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies, and urgent necessities.

ARTICLE VI
Limitations on Powers

My Agent shall not exercise any of the powers for my Agent's own benefit or in satisfaction of a legal obligation of my Agent except and unless specifically provided for above.

ARTICLE VII
Termination and Revocation

A. In General. This power of attorney revokes and supersedes all prior financial powers of attorney executed by me, whether recorded or not. This power of attorney may be revoked, suspended or terminated by me at any time or by court order. If this Power of Attorney has been recorded, the written instrument of revocation may be recorded in the office of the recorder or auditor of the place where the power was

recorded. Upon my death, this power of attorney shall terminate upon actual knowledge or receipt of written notice thereof by the Agent.

B. By Guardian. A Guardian of my estate appointed by the Court shall have the power to revoke, suspend or terminate this power of attorney, subject to the approval of the court. A Guardian of my person only shall not have the power to revoke, suspend or terminate this power.

C. Dissolution/Legal Separation. The designation of my spouse or domestic partner as Agent shall terminate upon the filing of a petition for dissolution of relationship, equitable distribution of property, separation or like instrument by either me or my partner, without further notice to my Agent/spouse/domestic partner.

ARTICLE VIII
General Provisions

A. Accounting. My Agent shall keep accurate records of my financial affairs, including documentation of all transactions in which the Agent is involved. My Agent shall account for all actions taken by my Agent for or on behalf of me upon request by me, any guardian or limited guardian of my estate or of my person, any subsequently appointed Agent, any successor Agent acting in such capacity, any primary or alternate Agent named herein, and/or to any subsequently appointed personal representative of my estate.

B. Reliance. Any person acting in good faith and in reasonable reliance on this power of attorney shall not incur any liability thereby, so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of this Power of Attorney by death or otherwise. Any action so taken unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees, or personal representative.

C. Indemnity. My estate shall hold harmless and indemnify my Agent from all liability for acts or omissions done in good faith.

D. Compensation. My Agent serving hereunder shall NOT be entitled to receive compensation, but SHALL be entitled to reimbursement for costs expended. My Agent is authorized and encouraged when s/he deems it desirable or necessary to employ others to aid in the management of my assets, or the exercise of powers under this Power of Attorney or any Power of Attorney for Health Care that I have executed, including but not limited to, lawyers, accountants, financial advisors, physicians or other appropriate persons.

E. Guardianship. One of the purposes of this document is to avoid the need for a guardianship in the event of my disability or incapacity and this document should be broadly construed to accomplish that purpose. In the event a proceeding is initiated to

appoint a guardian of my estate, I nominate the person designated as my Agent to serve as Guardian and if s/he is unwilling or unable to serve as Guardian, I nominate my alternate Agent above named.

If someone other than my first above-named Agent ("primary Agent") is appointed as Guardian or Limited Guardian of my estate, my primary Agent shall have the power and authority when s/he is competent, willing and able to act as Guardian to petition the Court to discharge my then appointed Guardian or Limited Guardian, and s/he shall be so appointed by the Court, unless the Court finds good cause against her/his appointment.

F. Court Enforcement. My Agent shall have the power to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with decisions made by my Agent which are authorized by this document, or enjoining acts by third parties which my Agent has not authorized. My Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages on my behalf for such noncompliance.

G Reliance On Photocopy. Third parties shall be entitled to rely on a photocopy of the signed Original hereof.

H. Applicable Law. The laws of the State of Mississippi shall govern this Power of Attorney. This Power of Attorney is intended to be valid in any jurisdiction in which it is presented.

I. HIPAA Release Authority. I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. 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.I authorize: any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

DATED this 23 day of January 20 12

Frances Saint

Frances Saint, Principal

Social Security Number: [redacted]
Residing at:
7123 Greenbriar Drive
Southaven, MS 38671

STATE OF MISSISSIPPI }
} ss.
COUNTY OF Desoto }

This is to certify that on this 23 day of January, 2012, before me, the undersigned Notary Public in and for the State of Mississippi, duly commissioned and qualified, personally appeared Frances Saint, to me known to be the person described in and who executed the within and foregoing Power of Attorney, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Misty Jeffords
Notary Signature
Print Name: Misty Jeffords
NOTARY PUBLIC in and for the
State of Mississippi, residing at 301 Red Banks Rd S Byhalia, MS 38611

My commission expires: June 26 2015

STATE OF MISSISSIPPI
MISTY JEFFORDS
ID No
85857
NOTARY PUBLIC
Comm Expires
June 26, 2015
DESOTO COUNTY

Prepared by and return to:
Kay Morris
P O Box 239
Hernando, MS 38632
662/429-6519