

Prepared By:

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Grantor (Principal):

George E. Joseph
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Grantee (Agent):

Patsy S. Joseph
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**DURABLE POWER OF ATTORNEY
OF
GEORGE E. JOSEPH**

I, **GEORGE E. JOSEPH**, hereby appoint my wife, **PATSY S. JOSEPH**, to serve as my Agent ("Agent") and to exercise the powers set forth below. If **PATSY S. JOSEPH** is or becomes unable to serve as my Agent, then **ELLEN JOSEPH BEERS** shall serve as successor Agent. If **ELLEN JOSEPH BEERS** is or becomes unable to serve as my Agent, then **ANDREW J. HAGUE** shall serve as successor agent. By this instrument, I intend to create a Durable Power of Attorney under the Uniform Durable Power of Attorney Act as set forth in Sections 87-3-101 through 87-3-113 of the Mississippi Code of 1972, as amended. If no agent designated in this instrument is able or willing to serve or to continue to serve as such Agent, then I request (i) that all desires I have stated in this instrument be honored, (ii) all instructions given to any agent acting under this instrument be carried out, and (iii) to the extent permissible under applicable law, this instrument be treated as self-executing and given the same force and effect as any other written expression of intent under applicable law. This Durable Power of Attorney shall revoke all prior Durable Powers of Attorney.

ARTICLE I
Effective Date

This power of attorney shall be effective as soon as properly executed.

This power of attorney shall not be affected by my subsequent disability or incompetency, or lapse of time. It is my intention and desire that it shall validly and effectively continue thereafter. Thus, this power of attorney is a *durable* power of attorney.

ARTICLE II
Authority Granted to My Agent

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) to sell any and every kind of property that I may own now or in the future, real, personal, intangible, and/or mixed, including without being limited to contingent and expectant interests, marital rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate;

(2) to buy every kind of property, real, personal, intangible, and/or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use safekeeping, and/or insuring of any such property; to buy United States Government bonds redeemable at par in payment of the federal estate tax imposed at my death; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me;

(3) to invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible, and/or mixed, wherever located, including without being limited to securities of all kinds, bonds, debentures, notes (secured or unsecured), stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts, investments trusts, whether of the open and/or closed fund types, and participation in common, collective, or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell (including short sales) and terminate any investments whether made by me or my Agent; to establish, utilize, and terminate savings and money market accounts with

financial institutions of all kinds; to establish, utilize, and terminate accounts (including margin accounts) with securities brokers; to establish, utilize, and terminate managing agency accounts with corporate fiduciaries; to employ, compensate, and terminate the services of financial and investment advisors and consultants;

(4) with respect to real property (including but not limited to any real property I may hereafter acquire or receive and my personal residence) to lease, sublease, release; to eject, remove, and relieve tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest, or utilize any and all of such rents, profits, and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation or exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent;

(5) with respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter, or improve all or any part hereof; to sell and to buy the same or other personal property; to mortgage, pledge, and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent;

(6) to continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees salaries and providing for employee benefits, employing legal, accounting, financial, and other consultants; continuing, modifying, terminating, renegotiating, and extending any contractual arrangements with any person, firm, association, or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in my plan of reorganization, consolidation, or merger of such business, selling, liquidating, or closing out such business at such time and upon such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under buy-out or buy-sell agreements to which I may be a party; to create, continue, or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege, or option I may have or may claim under any contract of partnership whether as a general, special, or limited partner; to modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; to enforce the

terms of any such partnership agreement for my protection, whether by action, proceeding, or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership;

(7) to exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in, and to buy the same or different securities; to establish, utilize, and terminate brokerage accounts (including margin accounts); to make such payments as my Agent deems necessary, appropriate, incidental, or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties;

(8) to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), debts, dues, rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body (such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI), and for the purposes of receiving social security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein; to make such compromises, release, settlements, and discharges with respect thereto as my Agent shall deem appropriate;

(9) to elect to take against any will and conveyance of my deceased spouse and/or any other person, if appropriate, to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for order, decrees, and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval;

(10) to create and contribute to an employee benefit plan (including a plan for a self-employed individual) for my benefit; to select any payment option under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans; to make and change beneficiary designations, including revocable and/or irrevocable designations;

to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan;

(11) to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; 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 with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any 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 such accounts; to contract for any services rendered by any bank or financial institution; to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, or other securities, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures), on margin or otherwise, for my account(s) and risk; to deliver securities for my account(s), and to instruct delivery of securities from my account(s) to others, and in such name and form as my Agent may direct; to make payment of moneys from my account(s), and to receive and direct payments therefrom payable to others; to sell, assign, endorse and transfer any stocks, bonds, options or other securities of any nature, at any time standing in my name and to exclude any documents necessary to effectuate the foregoing; to receive statements of transactions made from my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s); to make any and all agreements with reference thereto for me and in my behalf.

(12) 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 my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contract for such boxes;

(13) 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, proceedings, attachments, arrests, or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility;

(14) to borrow money from any lender for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interest in any property or interests in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans (including the assignment and delivery of any such policies as security); and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent;

(15) to execute a revocable trust agreement with such trustee or trustees as my Agent 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 Agent 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 Agent at any time and from time to time; provided, however, that any amendment by my Agent 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 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; and for the purpose of funding any trust, to enter and remove any of my cash or property from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons); and my Agent may be sole trustee or one of several trustees;

(16) 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 and principal beneficiary, any and all of my cash, property, or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents, and papers to effect the transfers described herein as may be necessary, appropriate, incidental, or convenient; 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 in which I shall die a resident;

(17) to withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus 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 corpus so received; to exercise (in whole or in part), release, or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust (including any trust with respect to which I may exercise any such power only with the consent of another person, even if my agent is such other person), whether or not such power of appointment was created by me, subject however, to any restrictions upon such exercise imposed upon my Agent and set forth in other provisions of this instrument;

(18) to renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate;

(19) to renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate, or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests or rights over trusts (including the right to alter, amend, revoke, or terminate) and to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument;

(20) to purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest; (b) liability insurance protecting me and my estate against third party claims; (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents; and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI, and Worker's Compensation;

(21) to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitations, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate, and discharge attorneys, accountants, and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility;

(22) to support and/or continue to support any 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 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 at 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, and in providing for such education to pay 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;

(23) to make gifts to my spouse (if I am married) or blood relatives, outright or in trust, without consideration in return, of any of my real estate, personalty, securities, cash, and other property, as my Agent may deem proper or necessary and to sign, seal, execute, acknowledge, and deliver any deeds, assignments, documents of transfer, or any other documents as may be necessary or required to effect such gifts, the value of such gifts not to exceed the sum of Thirteen Thousand Dollars (\$13,000) per donee for any calendar year, (or the applicable annual exclusion amount pursuant to IRC Section 2503) and to sign, seal, execute, acknowledge, and deliver any deeds, assignments, documents of transfer, or any other documents as may be necessary or required to effect such gifts; and

(24) without, in any way, limiting the foregoing, generally, to do, execute, and perform any other act, deed, matter, or thing whatsoever that ought to be done, executed, and performed or that, in the opinion of my Agent, ought to be done, executed, or performed, in and about the premises, of every nature and kind whatsoever, as fully and effectually as I could do, if personally present.

ARTICLE III

Miscellaneous Powers Granted to My Agent

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident, or convenient to such exercise or exercises, including without limitation the following:

- (1) to seek on my behalf and at my expense:
 - (a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;
 - (b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me; and/or

(c) actual and punitive damages against any person, organization, corporation, or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(2) to employ, compensate, and discharge such domestic, medical, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate;

(3) to approve the decision of any agent of mine under my Durable Power of Attorney for Health Care to expend resources for health care purposes and to expend resources for such purposes;

(4) to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents, including but not limited to contracts, agreements, and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfaction, certificates of title to any vehicle, and other certificates; in addition, any agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee, or conservator who has authority to pay such costs and the recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly pay such costs;

(5) to expend my funds and to liquidate my property or to borrow money in order to produce such funds and to secure any such borrowings with security interests in any property, real, personal, or intangible that I may now or hereafter own; and

(6) to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue, or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts, and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support, and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

ARTICLE IV **Restriction of Liability**

For the purpose of inducing all persons, organizations, corporations, and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank,

broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that:

(1) If this instrument is revoked or amended for any reason, I, my estate, heirs, successors, and assigns will hold any person, organization, corporation, or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual notice of any such revocation or amendment.

(2) The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons 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. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me, my estate, heirs, assigns, and personal representatives.

(3) No Person who relies in good faith upon the authority of my Agent under this instrument shall incur any liability to me, my estate, heirs, or assigns. In addition, no Person who acts in reliance upon any representatives my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, heirs, or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property. Any party dealing with any person named as Agent (including any person named as an alternate agent hereunder) may rely upon as conclusively correct an affidavit of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my agent continues to serve as my Agent.

(4) Any party dealing with any person named as alternative agent hereunder may rely upon as conclusively correct an affidavit of such Agent that those persons named as prior Agents are no longer serving.

(5) No Person who relies upon any affidavit that this instrument specifically authorizes my Agent to execute and deliver to such Person shall incur any liability to me, my estate, heirs, or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

(6) All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby

authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, heirs, and assigns for complying with my Agent's requests.

(7) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request. If I am incompetent to the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. My Agent may also disclose such information to such Persons as my Agent shall deem appropriate. This power is given to my Agent notwithstanding the fact that I may have given this power to an agent under a Durable Power of Attorney for Health Care.

ARTICLE V
Restrictions of My Agent's Powers

Notwithstanding any provision herein to the contrary, my Agent:

(1) shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent;

(2) shall have no power or authority whatsoever with respect to (a) any irrevocable trust created by my Agent as to which I am a trustee or a beneficiary or (b) any asset given to me by my Agent;

(3) shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others (excluding those whom I am legally obligated to support);

(4) shall be prohibited from exercising any fiduciary powers that I now hold or may hereafter acquire; and

(5) shall be prohibited from making health care decisions on my behalf.

ARTICLE VI
Miscellaneous Provisions

(1) My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

(2) My Agent and my Agent's heirs, successors, and assigns, acting in good faith, are hereby released and forever discharged from any and all liability (civil, criminal, administrative, or disciplinary) and from all claims or demands of all kinds whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(3) My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit, including but not limited to service as Trustee, Guardian, Conservator, Committee, Executor, and/or Administrator.

(4) My Agent shall have no responsibility under this instrument to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken.

(5) If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(6) This instrument shall be governed by the laws of the State of Mississippi in all respects, including its validity, construction, interpretation, and termination. To the extent permitted by law, this instrument shall be applicable to all property of mine, real, personal, intangible, or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located and whether such property is now owned by me or hereafter acquired by me or for me by my Agent. I also intend that any such jurisdiction refer to the laws of the state referred to above to interpret and determine the validity of this document and any of the powers granted hereunder.

(7) Whenever the word:

(a) "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine, and neuter gender thereof; and

(b) "Guardian" or "Conservator" or any modifying or equivalent word or substituted pronoun is used in this instrument, such word or words shall be held and taken to mean respectively the fiduciary (appointed by a court or competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

(8) This instrument may be amended or revoked by me, and my Agent and any alternate agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and to all alternative agents. Any revocation, amendment, or removal shall be filed in the records of the Chancery Clerk of my county of residence. My Agent and any alternate agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate agent, by delivery to such alternate agent.

(9) If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more agents to act in another jurisdiction under this power of attorney (such agent or agents being hereinafter referred to in the aggregate as my "Ancillary Agent") my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment, my Agent may sign, execute, deliver, acknowledge, and make declarations in any documents as may be necessary, desirable, convenient, or proper in order to effectuate any such ancillary appointment, and my Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted them hereunder, but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

(10) If my Agent desires to resign as my Agent and there is no successor Agent named in this instrument who is willing and able to serve as my Agent, then upon such resignation my Agent is authorized and empowered to appoint a substitute agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be (a) signed by my Agent, (b) delivered to my substitute Agent, and attached to this instrument.

(11) My Agent is authorized and empowered to appoint a substitute agent to act and serve as my Agent in the event that:

(a) my Agent shall die or become mentally incapacitated or shall resign prior to my death, and

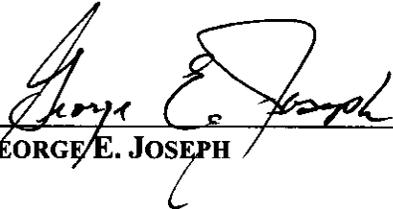
(b) at any of such times there is no successor Agent named in this instrument who is willing and able to serve as my Agent, such appointment to be made in a written instrument that shall (i) specify the event or events upon which such substitution shall become effective, (ii) be signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

(12) If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(13) My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(14) This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors, and administrators.

IN WITNESS THEREOF, I have executed this Durable Power of Attorney, this the 2nd day of February, 2012.



GEORGE E. JOSEPH

**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

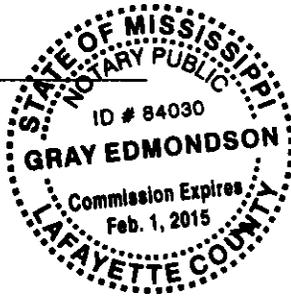
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **GEORGE E. JOSEPH**, who acknowledged to me that such person signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of February, 2012.



Notary Public

My Commission Expires: _____



ACKNOWLEDGEMENT AND ACCEPTANCE BY AGENT

The undersigned acknowledges and accepts appointment as Agent, and agrees to serve as Agent, under this instrument.

Patsy S. Joseph
PATSY S. JOSEPH

**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, **PATSY S. JOSEPH**, who acknowledged to me that such person signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of February, 2012.

[Signature]
Notary Public

My Commission Expires: _____

