

DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

A. KNOW ALL MEN BY THESE PRESENTS, that I, ANNIE LAURINE THOMAS, of 833 Ponderosa Cove, Southaven, MS 386871, DeSoto County, Mississippi, hereby revoke all powers of attorney heretofore made by me except the power of attorney that I granted to Kasia Lou Coghill in Alcorn County, MS instrument number 201001257, dated March 22, 2010 and filed of record March 24, 2010, a copy of which is attached hereto as Exhibit "A", and by these presents do make, constitute and appoint KASIA LOU COGHILL, of 833 Ponderosa Cove, Southaven, MS 386871, DeSoto County, Mississippi, as my true and lawful attorney-in-fact, for me and in my name, place and stead to do and perform all things that I could do myself in the transaction of any business of mine, on such terms and in such manner as said attorney-in-fact may deem appropriate including, without limitation, the power and authority to:

1. Demand, sue for, collect, recover and receive all goods, claims, debts, monies, interest, assets, legacies, bequests, interests, accounts and demands whatsoever now due, or that hereafter may be due or belong to me, and to make, execute and deliver receipts, releases or other discharges therefore and have, use and take all lawful ways and means in my name or otherwise, by litigation, attachment or otherwise for the recovery thereof;

pg 6.

13

2. Make, execute, endorse, accept and deliver any and all checks, certificates of deposit, bills of exchange, drafts, notes and trade acceptances, and to receive, sign, endorse and deposit checks, drafts, orders and withdrawal requests on any bank account, savings account, certificate of deposit or mutual fund which I now possess or may acquire in the future; to open, maintain and close checking and savings accounts in my name in any banks, savings and loan associations, building and loan associations, credit unions or similar institutions; to receive, endorse and deposit negotiable instruments made or drawn to my order; to agree and to sign in my name any authority, signature cards or other documents that my attorney-in-fact or any institution may deem appropriate; to invest or reinvest any and all monies for my benefit in relatively conservative risk-free investments such as certificates of deposit, stock in publicly-held corporations, bonds, mutual funds, and other like investments;

3. Pay all sums of money, at any time, or times, that may hereafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance made, executed, endorsed, accepted and delivered by me, or for me, and in my name, by my said attorney-in-fact;

4. Share any and all shares of stocks, bonds, or other securities now, or hereafter, belonging to me that may be issued by association, trust or corporation, whether private or public, and to invest or reinvest the proceeds therefrom, and to make, execute and deliver an assignment, or assignments, of any such shares of stocks, bonds or other securities;

5. Defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm or corporation in such manner and in all respects as my said attorney-in-fact shall think fit;

6. Enter into, make, sign, execute, deliver, acknowledge and perform any contract, agreement, writing or thing that may, in the opinion of my said attorney-in-fact, be necessary or proper to be entered into, made or signed, sealed, executed, delivered, acknowledged, or performed;

7. Lease, maintain, and close out safe deposit boxes and enter into any safe deposit box that I may now or hereafter maintain without anyone else being present and remove therefrom any of the contents thereof;

8. Negotiate for the sale of, to sell, barter, exchange, lease, assign, hypothecate, mortgage, pledge, encumber, exchange or dispose of any chose in action, real estate or personalty, tangible or intangible, or other property of which I am now or hereafter seized or possessed in fee simple, or for any less estate, to any person, persons, or entity, for any price, or in any manner whatsoever, and to execute, seal deliver and acknowledge any deed or deeds, lease or leases, or other writings and instruments to effect such transaction(s), with general covenants whatsoever, as my said attorney-in-fact may deem expedient; and to receive in payment the proceeds of such transaction(s) without any duty or obligation on the payor to investigate the disposition thereof, and to issue receipts therefore;

9. Purchase any property for me including real, personal, intangible, tangible, or mixed, and any legal or equitable interest thereon, including, without limitation, all types of stocks and bonds and other similar kinds of securities, and certificates of deposit, and to pay therefore from my funds; to incur any indebtedness on my behalf by means of borrowing, loans or otherwise, whether secured or unsecured; to pay any indebtedness from my funds; to execute on my behalf and sign and seal notes, security interests, mortgages, deeds to secure debt, liens or other instruments evidencing such indebtedness; to receive the writings or documents evidencing such transaction or transactions; and

to secure same by conveyance, mortgage, hypothecation, pledge or incumbrance of any or all of my property, real, personal, tangible or mixed;

10. Make and sign in my name any and all tax or other returns to the state or federal government or other taxing authority, to request extensions in connection with such taxes, to protest in my name any such taxes or the proposed assessment of any such taxes, to file claims for refunds of taxes, to make appearances in court or before any taxing authority, either in person or through an attorney-in-fact, to attempt to sustain any tax return or to oppose proposed tax assessments;

11. Appear and vote, and otherwise act as my proxy or representative in respect to such number of shares of any company, corporation, trust or other such organization as I may be entitled to vote, at any and all meetings of any such organizations, and to sign and execute any proxies or other instruments for others to vote such shares;

12. Enter any personal appearance for me as a plaintiff or as a defendant in any legal action, suit, court, or hearing or to accept, waive or acknowledge any process or service of process from any court, board or agency whatsoever directed to me personally; and to compromise, refer to arbitration, or submit to judgment in any such action or proceeding.

13. Effectuate my resignation from any position of trust or responsibility (whether or not such duties thereunder are personal to me) or from any organization membership;

14. Employ and compensate attorneys at law, accountants, real estate agents, stockbrokers, insurance agents, and such other agents and advisors with relation to any matters mentioned herein and to delegate to them such of their duties, rights and powers as they may determine and for such periods as they may think proper;

15. Disclaim any assets that may or hereafter become payable to me or which I would have the right to receive, either outright, by bequest, devise, inheritance, as beneficiary or otherwise, pursuant to Internal Revenue Code § 2518 so as not to become a part of my estate for either tax purposes or any other purpose; and

16. Without in any way limiting the foregoing, generally to take any action for the care, preservation, insurance, management or supervision of my personal property and to do, execute and perform any other act, deed, matter or thing whatsoever that 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, and I hereby ratify and confirm all lawful acts done by my said attorney-in-fact in virtue hereof.

B. Every bank or other financial institution, insurance company, brokerage or securities firm, transfer agent, issuer, obligor, or other person, firm or corporation to which this Durable Power of Attorney is presented is authorized to receive, honor and give effect to all instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs and legal representatives.

C. In accordance with § 87-3-13 of the Mississippi Code of 1972, Annotated, as amended, and as thereafter may be amended, this Durable Power of Attorney shall not be affected by my subsequent disability or incompetence.

IN TESTIMONY WHEREOF, I have hereunto set my signature, this the 1st day of March, 2012.

Annie Laurine Thomas
ANNIE LAURINE THOMAS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, the within named ANNIE LAURINE THOMAS who, acknowledged to me that (s)he signed and delivered the foregoing Durable Power of Attorney on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL, this the 1st day of March, 2012.

Annie Laurine Thomas
ANNIE LAURINE THOMAS

SWORN TO AND SUBSCRIBED before me this the 1st day of March 2012.

[Signature]

Notary Public

My Commission Expires:
12-11-2015

This document prepared by:
Leigh A. Rutherford
2400 Hwy 51 South, Suite 6
Hernando, MS 38632
662-449-0422 / fax 662-449-0434



Annie Thomas
2-2-12

Chancery Clerk
Alcorn County, Mississippi
I certify the instrument
was filed and recorded
MARCH 24 2010 09:54:27AM
Instrument 201001257 Page 1 of
7

Witness my hand and seal
Bobby Marolt, Clerk
[Signature] D.C.

THIS INSTRUMENT PREPARED BY: DONALD RAY DOWNS, P. A., 509 WALDRON STREET, CORINTH, MISSISSIPPI 38834, 662/287/8088, MSB #6180

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ANNIE LAURINE THOMAS, 405 West Waldron Street, Apartment No. 108, Corinth, Mississippi 38834, 662/286/6824, do hereby name, constitute and appoint KASIA LOU COGHILL, 833 Pondirosa Cove, Southaven, Mississippi 38671, 901/870/1654 to be my true and lawful attorney-in-fact to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in her judgment as fully and effectively as I could do if personally present and acting, including, but not limited to, each and every one of the following matters:

(1) REAL PROPERTY TRANSACTIONS: (a) to buy, contract to buy, receive, lease or rent for any term, accept, or otherwise acquire real estate or any options thereon or interest therein, including any and all rights for the development of oil, gas or other mineral deposits, wherever situated, on such terms, conditions and considerations as my Attorney-in-Fact; (b) to sell, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title or interest, including any and all

EXHIBIT "A"

rights for the development of oil, gas or other mineral deposits, whether such real estate be owned as community property, in joint tenancy, tenancy by the entirety, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other person or parties, including my Attorney-in-Fact, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper; to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my said Attorney-in-Fact shall deem advisable, and further to waive, release, relinquish and convey any homestead estates, rights under homestead exemption laws, dower or courtesy estate, and all other rights or interests to which I may at any time be entitled; (c) to manage, utilize, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom;

(2) **PERSONAL PROPERTY TRANSACTIONS:** (a) to buy, contract to buy, accept, sell, exchange, mortgage, pledge, lease or rent, contract for the repair of, and in any and every manner deal in and with any and all personal property of every kind whatever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper; (b) to execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary

to effect the proper registration and licensing of any automobiles in which I now or may hereafter have an interest; (c) to enter into contracts for the storage of tangible personal property of every kind; (d) to take possession and order the removal and shipment of any of my property from or to any station, post, warehouse, depot, dock, or other place of storage, safekeeping, or use, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes;

(3) **BUSINESS TRANSACTIONS:** To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-Fact, and including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, securities, certificates of deposit, on such terms, considerations and conditions as my Attorney-in-Fact may deem proper and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds or other investments, rights or interests as I may now or hereafter hold;

(4) **BANKING TRANSACTIONS:** (a) to deposit or withdraw for any purpose, in or from any bank, building and loan association, trust company or other financial institution, including the

United States Postal Savings, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, 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 may have an interest; (b) to have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other 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; (c) to borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable;

(5) **TAXES:** to make, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in dispute or litigation, in any governmental department, board or court, to receive, endorse, and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements or agreements pertaining to

all income or other taxes assessed against me or my property by statute;

(6) **GOVERNMENT DOCUMENTS, VOUCHERS AND CHECKS:** (a) To execute, sign and deliver any and all government reports, applications, requests, vouchers and demands in my behalf, including, but not limited to, those for any and all allowances and reimbursements properly payable to me by the United States such as for the transportation of dependents or for the shipment of household effects or other property as authorized by law or regulations; (b) to receive, endorse and collect the proceeds of checks payable to my account, and to execute in my name and on my behalf, all bonds, indemnities, applications or other documents, which may be required by law or regulations to secure the issuance of substitutes for such checks, and to give full discharge for the same;

(7) **INSURANCE TRANSACTIONS:** (a) to pay the premiums on, modify, rescind, release, terminate, or execute any rights, privileges, or options on any contract of life, accident, health, disability, liability, property or other insurance, presently owned by me or by any person on my behalf of hereafter acquired; (b) to procure new, different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss; (c) to apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may be come entitled as the proceeds or other return or profit arising out of any

contract of insurance or of any one or more of the insurance transactions herein enumerated;

(8) **REPRESENTATION AND EMPLOYMENT OF ASSISTANT:** (a) 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, 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; (b) to hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-Fact 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;

(9) **MISCELLANEOUS:** (a) to sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted; (b) to modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf.

(10) **CONTINUANCE OF POWER, DISABILITY OR INCOMPETENCY OF PRINCIPAL:** This power of attorney shall not be affected by my subsequent disability or incompetency. It is my intention that even if I become mentally incapable that this power of attorney shall continue in full force and effect.

(11) **TERMINATION:** This power of attorney shall remain in full force and effect until ANNIE LAURINE THOMAS gives to KASIA LOU COGHILL written notice of the cancellation thereof and

records a copy of said written notice in the office of the
Chancery Clerk of Alcorn County, Mississippi.

WITNESS MY SIGNATURE on this the 22nd day of March,
2010.

Annie Laurine Thomas
ANNIE LAURINE THOMAS

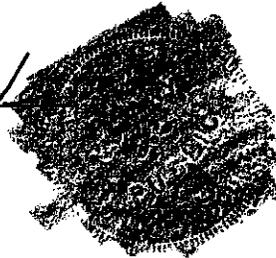
STATE OF MISSISSIPPI

2-2-12 A.L.T.

COUNTY OF ALCORN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the said county and state, on this 22nd day of
March, 2010, within my jurisdiction, the within named
ANNIE LAURINE THOMAS, who acknowledged that she executed the
above and foregoing instrument.

Angie Bradford
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: June 18, 2011
BORNEB THRU NOTARY PUBLIC UNDERWRITERS