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GENERAL DURABLE POWER OF ATTORNEY FOR  
CHRISTEL M. HAYNES, AS PRINCIPAL

**GENERAL DURABLE POWER OF ATTORNEY  
GIVEN BY CHRISTEL M. HAYNES AS PRINCIPAL**

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I, CHRISTEL M. HAYNES, of 8527 Collinswood Dr., Olive Branch, Mississippi 38654, as Principal (hereinafter referred to as "Principal") have this day appointed REBECCA HAYNES CLARK, of 4816 Macmont Cir, Powell, Tennessee 37849, to serve as my Agent (hereinafter referred to as "Agent") and to exercise the powers set forth below. If my Agent is unable or unwilling to serve or to continue to serve, then I appoint RAYMOND KYLE HAYNES, of 9480 Highway 76 S., Somerville, Tennessee 38068, as my alternate agent with all of the powers granted originally to my Agent. As used in this document the term "Agent" shall refer to my alternate agent. If my alternate agent executes and delivers an affidavit that my Agent is unable or unwilling to serve or continue to serve, such affidavit shall be conclusive evidence of the facts set forth therein and no person acting in reliance on such affidavit shall incur any liability because of such reliance.

By this instrument I intend to create a Durable Power of Attorney under Mississippi Code Annotated §87-3-101 et seq. I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as Principal, except any Powers of Attorney dated of even date, and terminate all agency relationships created thereunder, including those of all successor agents named therein, if any.

**SECTION 1. TRIGGERING EVENT**

This instrument shall be effective immediately.

**SECTION 2. ASSET POWERS**

My Agent is authorized in my Agent's sole and absolute discretion:

2.1. POWER TO SELL, MORTGAGE, LEASE, GIFT OR TRANSFER REAL ESTATE -

2.1.1. Power to Sell Real Estate - To sell my real estate located at 8527 Collinswood Dr., Olive Branch, Mississippi 38654 or any other real estate that I may own from time to time (hereinafter referred to as "Real Estate").

2.1.2. Power to Mortgage Real Estate - To mortgage and/or convey by deed of trust or otherwise encumber any Real Estate now or hereafter owned by me.

2.1.3. Power to Manage and Lease Real Estate - To manage real property, including leasing, evicting tenants, performing any act of management, or retaining a professional property manager.

2.1.4. Power to Gift Real Estate - To make gifts either outright or in trust of any Real Estate I may own consistent with the power set forth in the subsection titled "Power to Make Gifts" below.

2.1.5. Power to Transfer Real Estate - To make transfers of any Real Estate I may own as a part of a divestment strategy to make me eligible for Medicaid, Veterans Administration, SSI benefits or other similar federal or state benefits.

2.2. PERSONAL OR INTANGIBLE PROPERTY - To sell any of my personal or intangible property.

2.3. POWER TO INVEST - To make investments on my behalf.

2.4. SECURITIES AND BROKERAGE ACCOUNTS - My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time with respect to my brokerage accounts, to effect purchases and sales (including short sales), to

subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, 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 and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including his or her own, as he or she may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for 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); and to make any and all agreements with my broker with reference thereto for me and on my behalf.

My Agent may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

I authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

2.5. POWER TO DEMAND AND RECEIVE - To demand, sue for, and receive any cash, property rights, or benefits to which I may become entitled now or in the future.

2.6. COMPROMISES AND DISCHARGES - To make such compromises, releases, settlements and discharges with respect to claims on my behalf or against me.

2.7. POWER WITH RESPECT TO EMPLOYMENT BENEFITS -

2.7.1. Contribute - To create and contribute to an IRA, 401k, or other employee benefit plan (including a plan for a self-employed individual) for my benefit.

2.7.2. Payment Option - To select any payment options 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.

2.7.3. Beneficiary Designations - To make and change beneficiary designations.

2.7.4. Rollover - To make "rollovers" of plan benefits into other retirement plans.

2.7.5. Borrow and Sell - To borrow money from the plan and/or purchase assets from and sell assets to my retirement plan, if authorized by any such plan.

2.7.6. Withdrawal - To withdraw funds from any IRA or employee benefit plan.

2.7.7. Liquidate - To liquidate or terminate any IRA or employee benefit plan.

2.7.8. Convert - To convert a traditional IRA into a Roth IRA.

2.8. POWER WITH RESPECT TO BANKS -

2.8.1. Accounts - To make deposits and withdrawals and do any banking transaction authorized by law.

2.8.2. Safe Deposit Box - To have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory.

2.9. POWER WITH RESPECT TO LEGAL AND OTHER ACTIONS - To take whatever legal action may be necessary on my behalf.

2.10. POWERS WITH RESPECT TO TRUSTS -

2.10.1. Power to Establish, Amend, Terminate and Fund Trusts - To execute a revocable or irrevocable trust agreement, to revoke or amend a revocable trust established by me or by my Agent to the extent established in the trust instrument.

2.10.2. Power to Fund Trusts Created by the Principal - To fund trusts created by me or by my Agent.

2.10.3. Power to Withdraw Funds from Trusts - To withdraw from any trust established by me or by my Agent to the extent provided in the trust instrument.

2.11. POWER TO RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS - To renounce any fiduciary positions to which I have been or may be appointed or elected.

2.12. POWER TO DISCLAIM, RENOUNCE, RELEASE OR ABANDON PROPERTY INTERESTS - 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.

2.13. POWER WITH RESPECT TO INSURANCE - To pursue all insurance claims on my behalf; to insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; 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 purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to purchase long-term care insurance on my behalf and to maintain such insurance and pay premiums as due; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability and to pay the premiums therefor; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and of any annuity contract in which I have an interest; to transfer ownership of any insurance policies covering my life or of any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

2.14. POWER WITH RESPECT TO TAXES - To represent me in all tax matters; to sign a form 2848; to prepare, sign and file federal, state, and/or local income, gift and other tax returns of all kinds.

2.15. POWER TO MAKE GIFTS - To make gifts either outright or in trust; to the extent reasonably possible, my Agent shall avoid disrupting the dispositive provisions of my estate plan. However, such gifts shall be limited as follows:

2.15.1. Donees -My Agent is authorized to make gifts in accordance with the dispositive provisions of my Will and/or Living Trust or, if my Agent is unable to make gifts exactly in accordance with the dispositive provisions of my Will and/or Living Trust, then as close as is practical.

2.15.2. Gift Tax Annual Exclusion - Except as may be required for my qualification for public benefits as hereinafter discussed, my Agent shall not make any gifts which are not excluded from gift tax by my federal gift tax annual exclusion, and this annual right shall be non-cumulative and shall lapse at the end of each calendar year.

2.15.3. Education Expenses - To make additional gifts to pay for educational expenses of any descendant of mine. Educational expenses include: education at vocational or 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; tuition, books and incidental charges made by any educational institution, travel costs to and from any such institution, room and board, and a reasonable amount of spending money.

2.15.4. Gifts to Charities - To make gifts to charities, provided such gifts qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

2.15.5. Qualification for Public Benefits - To make gifts without limitation as to amount in order to facilitate my qualification for government benefits for my long-term health care and nursing home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts so long as my long-term care is reasonably provided for by my Agent from the assets subject to this Power or otherwise, during the time period I would be disqualified from receiving long-term care and/or medical assistance under the State of Mississippi "Medicaid" program, Veterans program, or other public assistance program. Any gifts made pursuant to this subsection are to be made to those individuals who would take my assets pursuant to my then-

existing testamentary plan, or, if I have no existing testamentary plan, according to the Intestacy Laws of the State of Mississippi. Any gifts may be made outright or in trust. Any gifts made pursuant to this subsection by my Agent may also include a gift to my Agent so long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestacy Laws of the State of Mississippi (Mississippi Code Annotated §91-7-63 et seq.).

2.15.6. Gifts to Agent - To make gifts to himself or herself under this Section, notwithstanding the fact that my Agent is a fiduciary under this instrument.

2.16. CATASTROPHIC ILLNESS POWERS - To protect my assets in any manner which my Agent in his or her sole and absolute discretion deems to be appropriate to qualify me for Medicaid, Veterans Administration, SSI benefits, or other similar federal or state benefits (hereinafter referred to as "Government Benefits"). The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets.

2.17. MANAGING AGENCY ACCOUNTS - To establish, utilize and terminate Managing Agency Accounts with corporate fiduciaries.

2.18. DEAL WITH ENVIRONMENTAL HAZARDS- To perform all environmental inspections of my property deemed advisable by my agent at my expense, either before or after accepting the appointment to serve as my agent. My agent shall have the right to decline to serve as agent based on the results of any such inspections. My agent shall have the power and authority to undertake any remedial measures with respect to any of my property that my agent deems necessary or advisable in order to comply with all environmental laws, and to compromise environmental liability claims on terms deemed advisable by my agent. My agent

shall have the power and authority to regularly inspect and monitor my property for environmental compliance at my expense. My agent shall have no personal liability for violation of environmental laws, except for my agent's bad faith, willful misconduct or gross negligence.

**SECTION 3. STANDARD OF LIVING**

My Agent is authorized in my Agent's sole and absolute discretion:

3.1. MAINTAIN STANDARD OF LIVING - To do whatever my Agent deems to be necessary to maintain my customary standard of living.

3.2. POWER TO MAKE ADVANCE FUNERAL ARRANGEMENTS - To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker.

3.3. POWER TO CHANGE DOMICILE - To establish a new residency or domicile for me, from time to time and at any time, within or without the state and within or without the United States, for such purposes as my Agent shall deem appropriate.

**SECTION 4. INCIDENTAL POWERS**

My Agent is fully authorized:

4.1. RESORT TO COURTS - To seek on my behalf and at my expense:

4.1.1. Declaratory Judgment - A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all 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;

4.1.2. Mandatory Injunction - 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;

4.1.3. Actual and Punitive Damages - 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.

4.2. HIRE AND FIRE - To employ, compensate, and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, care managers, servants and employees as my Agent deems appropriate.

4.3. SIGN DOCUMENTS, ETC. - To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments of conveyance 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, satisfactions and certificates.

4.4. POWER TO DO MISCELLANEOUS ACTS - 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, to 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.

4.5. WAIVER OF CONFIDENTIALITY - This instrument shall constitute a limited waiver of the attorney-client privilege which I may have established with any attorney. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to my Agent which is necessary to assist my Agent in performing his or her duties.

4.6. DELEGATION OF AUTHORITY - My Agent may delegate any of the powers set forth herein to a third party to be selected by my Agent for the limited purpose of completing a specific task. If my Agent elects to make such delegation, the delegation shall be in writing by my Agent. The writing shall set forth the specific power or powers to be delegated and the length of time that the delegation shall last or the conditions that must be fulfilled for the delegation to terminate.

4.7. APPOINTMENT OF SUCCESSOR - If neither my Agent nor any alternate agent is able or willing to serve or to continue to serve, then either my Agent or any alternate agent shall have the authority to name a successor alternate agent. The nomination of such successor alternate agent shall be by writing. My successor alternate agent may then execute and deliver an affidavit that my Agent and alternate agent(s) are unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein, and, in such event, any person acting in reliance upon such affidavit and such written nomination of successor alternate agent, shall incur no liability to my estate because of such reliance.

**SECTION 5. THIRD PARTY RELIANCE**

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party (all of whom will be referred to in this Section as a "Person") to act in accordance with this instrument, I hereby represent, warrant and agree that:

5.1. THIRD PARTY LIABILITY FOR REVOCATION AND AMENDMENTS - If this instrument is revoked or amended for any reason, I will hold any person or corporation harmless for any loss suffered or liability incurred by such Person while acting in accordance with the instructions of my Agent acting under this instrument, prior to the receipt by such Person of actual notice of revocation or amendment of this instrument.

5.2. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT - No Person, who acts in reliance upon any representations my Agent may make as to: (1) the fact that my Agent's powers are then in effect; (2) the scope of my Agent's authority granted under this instrument; (3) my competency at the time this instrument is executed; (4) the fact that this instrument has not been revoked; or (5) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate and my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible for determining or ensuring the proper application of funds or property.

5.3. AUTHORIZATION TO RELEASE INFORMATION TO AGENT - 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 for complying with my Agent's requests.

**SECTION 6. DURABILITY PROVISIONS**

This Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal as defined in Mississippi Code Annotated §93-13-251 et seq.. A Principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

**SECTION 7. ADMINISTRATIVE PROVISIONS**

The following provisions shall apply:

7.1. COMPENSATION OF AGENT - My Agent shall serve without compensation for services rendered in the discharge of my Agent's duties but 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.

7.2. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN FOR PRINCIPAL - If it is necessary that I have a conservator or guardian appointed for me, I nominate my Agent to serve as my conservator or guardian.

7.3. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES - My Agent is hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. 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 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 not be required to comply with the "Prudent Investor" rule. I expressly authorize my Agent to retain any asset purchased or acquired by me.

7.4. SEVERABILITY - 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.

7.5. GOVERNING LAW AND APPLICABILITY TO FOREIGN JURISDICTION - This instrument shall be governed by the laws of the State of Mississippi.

7.6. REVOCATION, REMOVAL, AMENDMENT AND RESIGNATION - This instrument may be amended or revoked by me. I may remove my Agent or any alternate agent at any time. My Agent or alternate agent may resign by written resignation delivered to me or to an alternate agent.

7.7. COUNTERPART ORIGINALS - This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

7.8. PHOTOCOPIES - My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

7.9. TEMPORARY UNAVAILABILITY OF AGENT - If my Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for my Agent to serve as Agent for a temporary period of time, then the power of my Agent shall pass to the next designated Agent for such temporary period of time. The temporary passage of powers from my Agent to the successor agent shall be described by my Agent in a writing bearing a notarial acknowledgment which specifies the time period during which the successor agent shall be authorized to act under this instrument. The powers of my Agent shall be restored to my Agent at the expiration of the time described in such writing.

7.10. APPOINTMENT OF ANCILLARY AGENT - 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 "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 execute and deliver such documents and instruments as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment. My Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent 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.

7.11. AGENT'S RESIGNATION - If the situation arises wherein my Agent desires to resign as my Agent, there is no successor agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, 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:  
(1) signed by my Agent; (2) delivered to my substitute Agent; and (3) attached to this instrument.

7.12. AGENT'S DEATH, INCAPACITY OR RESIGNATION - If I should become incapacitated with no successor Agent named in this instrument who is willing and able to serve as my Agent if my Agent should die, become incapacitated, or resign prior to my death, my Agent is then authorized and empowered to appoint a substitute Agent, such appointment to be made in a written instrument that shall: (a) specify the event or events upon which such substitution shall become effective; (b) be signed by my Agent; (c) be delivered to my substitute Agent; and (d) be attached to this instrument.

7.13. ACCOUNTING - I direct that my Agent provide my children and/or professional advisors all accountings, in writing, of my Agent's financial and property transactions relating to my assets, property or income in reasonable detail and with specific supporting documentation. My Agent shall provide these accountings on demand.

**SECTION 8. RELEASE OF AGENT'S PERSONAL LIABILITY**

My Agent shall not incur any personal liability to me or my estate for making reasonable choices in good faith concerning the action authorized in this document.

IN WITNESS WHEREOF, I have executed this Power of Attorney on this 22 day of

March, 2006.

Christel M. Haynes  
CHRISTEL M. HAYNES

WITNESS:

Cheryl Smith  
CHERYL SMITH

Mary Holt  
MARY HOLT

STATE OF TENNESSEE

:

: ss.

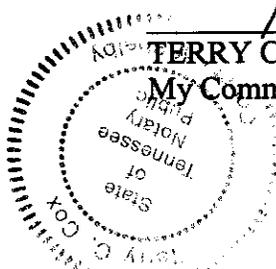
COUNTY OF SHELBY

:

I CERTIFY that on this 22nd day of March, 2006, CHRISTEL M. HAYNES personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as her act and deed.

Terry C. Cox  
TERRY C. COX  
My Commission Expires July 20, 2008



**Christel M. Haynes  
8527 Collinswood Dr.  
Olive Branch, Mississippi 38654**

**\*\*\*Signing Date\*\*\***

Rebecca Haynes Clark  
4816 Macmont Cir.  
Powell, Tennessee 37849

RE: Durable Power of Attorney executed on **\*\*\*Signing Date\*\*\***

Dear Rebecca:

I have signed a Durable Power of Attorney in which I named you as my Agent for asset management and other specified duties. In addition, I have provided for Successor Agent(s) as follows: Raymond Kyle Haynes. A copy of the Durable Power of Attorney is attached. The purpose of this letter is to familiarize you with some of your responsibilities as my Agent and to answer many of the questions that you may have.

I have stored the original Durable Power of Attorney in my home. The Durable Power of Attorney is effective immediately. You are authorized to act on my behalf either when I authorize you to do so or if you believe that I am unable to manage my financial affairs.

Your duties and responsibilities under the Durable Power of Attorney include the following:

1. As Agent, you are a "fiduciary." This means that you must act prudently and reasonably with regard to all actions you take in your role as Agent.
2. I have authorized you to enter into transactions on my behalf in which you are personally interested as long as the terms of the transaction are fair to me, the provisions of the Power of Attorney are followed, and you always **act in my best interest**.
3. You must respect the terms of the Power of Attorney. I have specifically delineated many powers in the Durable Power of Attorney. Also, be sure to note any limitations or restrictions on your powers.
4. None of my assets should ever be placed in your name, unless transfers are being made to qualify me for public benefits. In that event, the gifting provisions of the Power of Attorney must be followed. Be sure that none of your assets are commingled with my assets.
5. If you execute any documents on my behalf, to avoid personal liability, you must specifically indicate that you are acting as my "Agent." For example, you should sign documents as follows:

Christel M. Haynes by her Attorney-in-Fact, Rebecca Haynes Clark

6. Maintain careful and complete records of all steps you take on my behalf. Certain individuals have the right to ask for disclosure of your actions as my Agent under state law. It is therefore important to retain receipts and maintain good records of all checks written, other disbursements made, and any liabilities of the principal with which you have involvement or of which you have knowledge. Your maintenance of such records minimizes the possibility that you will be exposed to liability.

7. The Durable Power of Attorney states that you are not entitled to compensation. You are entitled to be reimbursed from my assets for any reasonable expenses that you incur while acting on my behalf.

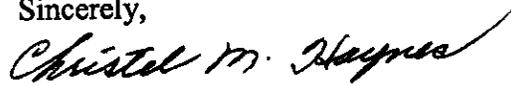
8. Because you are my Agent, I direct that you maintain close communication with me. Even if there has been a determination that I am incompetent, make your best effort to talk with me about the actions you are taking on my behalf. You are encouraged to talk with my family members, physicians, professional advisors and other interested persons on my behalf.

9. If you identify any ambiguities in the Durable Power of Attorney or if you are uncertain as to your authority, you should consult with an attorney. I request and authorize you to retain my attorney, Terry C. Cox of Terry C. Cox, Attorney & Elder Law Counselor, to represent you when you are acting as my Agent.

10. Please note that a list of my advisors, the location(s) of my business, financial and personal records, and any special instructions that I have for you can be found in my Estate Planning Portfolio. These items are indicated on the form "Letter of Last Instructions." I will update this form from time to time to insure that it remains accurate and up to date.

While the information set forth in this letter is by no means exhaustive, it provides you with an overview of your general duties. I greatly appreciate your willingness to assume the responsibility of being my Agent under this Durable Power of Attorney.

Sincerely,



Christel M. Haynes

Enc.

cc: Raymond Kyle Haynes