

## B1 (Official Form 1) (04/13)

United States Bankruptcy Court Southern District of Mississippi				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): <b>Smith, Ralph Arnold Jr.</b>			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>xxx-xx-4243</b>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):		
Street Address of Debtor (No. & Street, City, and State): <b>c/o 764 Gillespie Street Jackson, MS 39202</b>			Street Address of Joint Debtor (No. & Street, City, and State):		
ZIP CODE <b>39202-0000</b>			ZIP CODE		
County of Residence or of the Principal Place of Business: <b>Hinds</b>			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):		
ZIP CODE			ZIP CODE		
Location of Principal Assets of Business Debtor (if different from street address above):					
<b>Type of Debtor</b> (Form of Organization) (Check one box.)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box.)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)  <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
<b>Chapter 15 Debtors</b>  Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:		<b>Tax-Exempt Entity</b> (Check box, if applicable.)  <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Nature of Debts</b> (Check one box)  <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box.)  <input checked="" type="checkbox"/> Full Filing Fee attached  <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.  <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			<b>Check one box: Chapter 11 Debtors</b> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). <b>Check if:</b> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). <hr/> <b>Check all applicable boxes:</b> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000					
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>Ralph Arnold Smith, Jr.</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet.)			
Location Where Filed: <b>- None -</b>	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet.)			
Name of Debtor: <b>- None -</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<b>Exhibit A</b>  (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. § 342(b). X _____ <div style="display: flex; justify-content: space-between;"> <span>Signature of Attorney for Debtor(s)</span> <span>Date</span> </div>	
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No			
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)  <input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="margin-left: 40px;">           _____            (Name of landlord that obtained judgment)         </div> <div style="margin-left: 40px;">           _____            (Address of landlord)         </div> <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and  <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.  <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

**Voluntary Petition**

(This page must be completed and filed in every case)

Name of Debtor(s):

**Ralph Arnold Smith, Jr.****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Ralph Arnold Smith, Jr. by Mary K. Smith, P.O.A.  
Signature of Debtor **Ralph Arnold Smith, Jr., by his wife,  
Mary Smith (as designated by Power of Attorney)**

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

3-27-15

Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

**Signature of Attorney\***

X

Signature of Attorney for Debtor(s)

**Craig M. Geno 4793**

Printed Name of Attorney for Debtor(s)

**Law Offices of Craig M. Geno, PLLC**

Firm Name

**587 Highland Colony Parkway  
Ridgeland, MS 39157**

Address

**601-427-0048 Fax:601-427-0050**

Telephone Number

Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose social security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Prepared by:  
Ralph A. Yelverton, MS Bar # 10303  
1400 Meadowbrook Road, Suite 102  
Jackson, Mississippi 39211  
(601) 936-4910

Return to:  
Ralph A. Yelverton  
1400 Meadowbrook Road, Suite 102  
Jackson, Mississippi 39211  
(601) 936-4910

STATE OF MISSISSIPPI

COUNTY OF LEFLORE

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, R. ARNOLD SMITH, M.D., of 1301 Grand Boulevard, Greenwood, Mississippi 38930, (662) 453-3681, being of sound mind and memory, do hereby make, constitute and appoint my wife, MARY K. SMITH, of 1301 Grand Boulevard, Greenwood, Mississippi 38930, (662) 453-3681, as my true and lawful agent and attorney in fact (hereinafter sometimes called "my agent"), with full power and authority to act for me, individually, and in my name, place and stead, with reference to the transaction of any and all business, do any and all things, exercise any discretion, and execute and deliver any and all conveyances and other documents of whatsoever kind and character, in or about or with respect to any and all matters and things concerning me or my property, real or personal or mixed, or affairs, as fully and completely as I might lawfully do if present and acting in person with full power of substitution or revocation, and to have all powers and rights that I now possess with respect to all of my property. This General Durable Power of Attorney revokes all previous such instruments heretofore executed by the Principal.

Without intending in any manner to limit or diminish the foregoing powers granted to my agent, but intending to expand or enlarge upon the same, I specifically authorize and empower my agent, individually:

1. To request, demand, sue for, collect, receive, hold, purchase, invest and re-invest in, transfer, sell, convey, pledge all sums of money, dues, commercial paper, checks, drafts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds (including "Flower Bonds"), dividends, certificates of deposit, annuities (private and public), pension, profit sharing, retirement, social security, disability, insurance and other contractual benefits and

proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights, and demands whatsoever, liquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest;

2. To make, execute and deliver, in my name and on my behalf, for any consideration whatsoever, for cash or on a deferred payment plan, instruments of conveyance covering real, personal or mixed properties owned or claimed by me, wherever situated, containing such terms, covenants and conditions deemed necessary or advisable by my agent;
3. To manage, maintain, repair, improve, invest, insure, rent, lease, encumber, and in any manner deal with any real or personal property owned by me, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name or for my benefit, enter into any lease agreement or contract for sale or repair of said property with the right to collect all rents or other funds which may be due from said property or properties, including, but not limited to, the execution of oil, gas and mineral leases, related contracts, agreements and division orders and the collection of rents, bonuses and royalties on same, all upon such terms and conditions as my Agent shall deem proper;
4. To receive, receipt for, deposit, withdraw and execute, and endorse checks and drafts thereon, in my name and on my behalf, from any bank or any other financial institution, or any investment or brokerage firm or credit union, funds, owned or claimed by me and which are on deposit in my name, including, but not limited to, negotiating certificates of deposit in my name in banks, savings and loan associations and other institutions and the execution of any papers or documents with the Federal Social Security Administration and/or any other governmental agency, county, state or federal; and to receive and receipt for every sum of money which is now or hereafter shall be due or belonging to me;
5. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and open, enter into and remove, in my name and on my behalf, from any safe deposit box registered in my name, or jointly in my name, located in any bank or any other financial institution, all or any part of the property or contents contained therein, with the further right and power, in my name and on my behalf to sell or otherwise dispose of such property, and to surrender or relinquish said safe deposit box. Any institution in which any such box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power; to use any credit and/or debt card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit or debt cards; to repay any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit or debt cards issued to me, and to communicate with any company issuing a credit or debt card as well as to have all other access to financial data hereinafter held by such issuing company and to transact any or all other business or communicate relating to credit and debt card held by me;
6. To execute, in my name and on my behalf, such contracts or other assurances as may be requested or required by any bank or other institution or individual when carrying out the powers granted herein;



7. To acquire, purchase, exchange, gift, buy or sell options to buy or sell and convey real or personal property, tangible or intangible, or any interest therein, on such terms and conditions as my Agent shall deem proper. Execute and deliver, in my name and on my behalf, conveyances of real or personal property including, but, not limited to, my homestead, for any consideration or gifts to my wife, my children and/or my children's issue, without consideration of any such real or personal property owned by me at any time, including the execution of promissory notes and deeds of trust and including instruments necessary to purchase real or personal property in my name, as well as the execution or release of such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;
8. 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;
9. To execute in my name and on my behalf such medical insurance forms, including, but not limited to, Medicare and Medicaid claim forms, and other medical, hospitalization or health insurance forms as may be requested or required on my behalf, including admittance and release forms;
10. 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 partnership agreements or other agreements 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, modify, 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 general, special, or limited partner; to modify or terminate my interest upon such 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 to other legal proceeding to which I am a party because of my membership in such partnership

11. To commence, prosecute, discontinue or defend all actions or other legal proceedings or remedies touching my affairs or estate or any part thereof as may be deemed necessary by my agent; and to adjust, sell, compromise, settle, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;
12. 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 cases, 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, releases, settlements, and discharges with respect thereto as my Agent shall deem appropriate;
13. To borrow any sum or sums of money on such terms and with security, whether real or personal property, as my agent may deem necessary, and to execute all promissory notes, deeds of trust and other instruments which may prove necessary or proper; to borrow against margin accounts on stock and other investments and pledge assets therefor;
14. To create and contribute to an employee benefit plan (including a plan for self-employed individuals) 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;

15. To engage, employ and dismiss any agents, servants, advisors, including accountants, attorneys or other persons in and about the performance of these duties as my agent shall deem necessary and grant such persons discretionary powers;
16. 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 creating 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 of one of several trustees;
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 any power to remove a trustee and appoint a successor trustee; 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 or other entity; 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 interest or rights over any trust (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 such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the forgoing 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 to 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 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 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 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, contract, 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;

23. To execute and deliver oil, gas, and other mineral leases containing such unitization or pooling agreements and other provisions as my Attorney-in-Fact deems advisable; to execute mineral and royalty conveyances; to purchase leases, royalties and any type of mineral interests; to own, hold, acquire, and dispose of working interests and royalty interest in properties held by me and to expend funds of my estate necessary with respect and other contracts, options and other instruments necessary or desirable in engaging actively in the oil, gas or other mining businesses; all of the foregoing to be done with such terms, conditions, agreements, covenants, provisions or undertakings as my Attorney-in-Fact deems advisable;
24. To establish a new residency or domicile for me, from time to time and at any time, within or outside the state, and within or outside the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created; To appoint and employ, if necessary a citizen of any foreign jurisdiction that prevents my herein named Agent from acting on my behalf in said foreign jurisdiction when appointed by my Agent, such employed foreign agent shall exercise all powers and authority granted herein to my herein named Agent in such foreign jurisdiction, without any court action.
25. To hold, purchase or invest in my name in "wasting assets" such as life estates or life interests in property and "unproductive assets" such as remainder interests in property if deemed advisable by my Agent;
26. This instrument is to be construed and interpreted as a general durable power of attorney, with, but, not limited to, the full power in my Agent to make gifts on my behalf to my wife, my children and/or my children's issue, subject to the provisions of Paragraph 7 herein. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Mississippi, and the laws of the State of Mississippi shall govern all questions as to the validity of this power and the construction of its provisions;
27. Third parties may rely upon the representations of the Agent as to all matters relating to any power granted to such Agent hereunder, and no person who may act in reliance upon the representations of the Agent or the authority granted to such Agent shall incur any liability to the Principal or his estate as result of permitting the Agent to exercise any power.
28. In the event of the necessity for a Conservator to be appointed for me for my person and/or finances, I appoint my Agent named herein to serve as my Conservator.

**Limitation of Authority** Notwithstanding anything herein to the contrary, it is my intention that any authority granted to my said Attorney-in-Fact shall be limited so as to prevent this power of attorney (a) from causing my Attorney-in-Fact to be taxed on my income, (b) from causing my estate to be subject to a general power of appointment (as that term is defined in Section 2041 of the Internal Revenue Code of 1986,

as amended) by my Attorney-in-Fact, and (c) from causing my Attorney-in-Fact to have any incidents of ownership (within the meaning of Section 2042 of the Internal Revenue Code of 1986, as amended) with regard to any life insurance policies on the life of my Attorney-in-Fact, and this instrument shall be construed consistent with this intent. Notwithstanding the generality of the foregoing, before exercising any power granted hereunder to my Attorney-in-Fact to benefit such Agent, her creditors, her estate or the creditors of her estate, my said Attorney-in-Fact must obtain my written approval or the written approval of at least one other person who has a substantial interest "adverse" to the exercise of the power by my Attorney-in-Fact, as defined by Section 2041 (b)(1)(C)(ii) of the Internal Revenue Code as now enacted or hereafter amended or similar provision of any future law.

I direct that the above-related powers and authority of my said agent shall be so exercisable and effective regardless of the fact that I may be mentally or physically incapacitated or incapable of understanding or unable to express myself or act in my own behalf at the time of any action on my behalf by said agent. Such incapacity, whether mental or physical, that I may exhibit shall not in any way interfere with the authority of my agent herein to act fully on my behalf according to the terms hereof. In other words, this Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal, or lapse of time.

And I do hereby undertake to ratify and confirm, all and singular, the acts heretofore performed and to be hereinafter performed by my said agent, acting in my name and on my behalf.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney consisting of nine (9) pages this the 23<sup>rd</sup> day of April, 2012.

WITNESSES:

[Signature]

[Signature]

[Signature]

R. ARNOLD SMITH, M.D., Principal

Signature/Witness Page 1 of 1 of the  
General Durable Power of Attorney wherein  
R. Arnold Smith, M.D. appoints his wife,  
Mary K. Smith, dated the 23rd day of April,  
2012

ATTESTATION

The hereinafter named Witnesses, each declare under penalty of perjury under the laws of the State of Mississippi that the principal is personally known to us, that the principal signed and acknowledged this durable power of attorney in our presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that we are not the person appointed as attorney-in-fact by this document, and that we are not related to the principal by blood, marriage or adoption, and to the best of our knowledge, are not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

## WITNESSES:

Ralph A. [Signature]

of

116 Ridgewood Dr.

Bidland MS 39137

Robert J. [Signature]

of

1839 Piedmont Street

Jackson MS 39202

\*\*\*\*\*

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me this day, the undersigned authority in and for said county and state, on this 23rd day of April, 2012, within my jurisdiction, the within named R. ARNOLD SMITH, M.D. personally known to me or proved to me by satisfactory evidence to be R. ARNOLD SMITH, M.D., who, acknowledged before me that he executed the foregoing General Durable Power of Attorney which consists of nine (9) pages on the day and year therein mentioned. I declare under the penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Whitney McMaster  
NOTARY PUBLIC

My Commission Expires:



Witness/Notary Page 1 of 1 of the General Durable Power of Attorney wherein R. Arnold Smith, M.D. appoints his wife, Mary K. Smith, dated the 23rd day of April 2012

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court  
Southern District of Mississippi**

In re Ralph Arnold Smith, Jr.

Debtor(s)

Case No.

Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH  
CREDIT COUNSELING REQUIREMENT**

**Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.**

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* \_\_\_\_\_

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*



☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor: Ralph Arnold Smith, Jr. by Mary K. Smith P.O.A.  
Ralph Arnold Smith, Jr., by his wife, Mary Smith  
(as designated by Power of Attorney)

Date: 3-27-15

Certificate Number: 12459-MSS-CC-025250842



12459-MSS-CC-025250842

## CERTIFICATE OF COUNSELING

I CERTIFY that on March 25, 2015, at 2:22 o'clock PM PDT, Ralph Arnold Smith Jr. By POA Mary K. Smith received from Abacus Credit Counseling, an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Southern District of Mississippi, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by telephone.

Date: March 25, 2015 By: /s/Laurie Ahart

Name: Laurie Ahart

Title: Credit Counselor

\* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. *See* 11 U.S.C. §§ 109(h) and 521(b).