

POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY: GORDON ST.CLAIR

STATE OF LOUISIANA

TO: BOB SMITH

PARISH OF JEFFERSON

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BE IT KNOWN that on the ____ day of May, 2009, before me, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

GORDON ST.CLAIR, a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana, whose mailing address is 2500 Houma Blvd., Metairie, Louisiana, 70001.

hereinafter referred to as **“PRINCIPAL,”**

declared that principal hereby designates:

BOB SMITH, a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana, whose mailing address is 1234 Ordinary Ave., Metairie, Louisiana, 70002;

hereinafter referred to as **"AGENT";**

to be principals’ agent and attorney-in-fact, granting to the said AGENT’S full authority to act for principal in the conduct of all of principals’ affairs, the mandate granted herein to include, but not be limited to, full authority to:

- 1) Open and answer all correspondence;
- 2) Deposit in and withdraw from any banks or financial institutions and all funds, notes, certificates and financial instruments for account of PRINCIPAL;
- 3) Make and endorse promissory notes and other evidence of indebtedness in PRINCIPAL'S name, and to draw, endorse and accept checks and bills of exchange;
- 4) Borrow money on the notes or other obligations of PRINCIPAL, such to be executed on PRINCIPAL'S behalf by AGENT;
- 5) Buy, accept, or receive by donation, any type of property or rights of PRINCIPAL;
- 6) Sell, quitclaim, donate, partition, exchange, compromise, mortgage, assign, lease and/or pledge any or all property, interests or rights of any kind owned or to be acquired by

PRINCIPAL, including rights in corporeal and incorporeal property, movables and immovables (specifically including all real estate interests owned by PRINCIPAL, wherever located), and to receive and receipt for any sums or rights received thereby;

- 7) Execute, in connection with the sale, quitclaim, donation, partition, exchange, compromise, mortgage, assignment, lease and/or pledge of property on behalf of PRINCIPAL, and documents or agreements necessary to accomplish the foregoing, containing such terms as AGENT in AGENT'S sole discretion deems advisable, including security clauses and confession of judgment;
- 8) Grant oil, gas and mineral leases on any property in which PRINCIPAL has an interest and execute all agreements in which PRINCIPAL may be interested by virtue of such ownership, including division orders, pooling agreements, unitization agreements, servitude agreements and compromises;
- 9) Act for PRINCIPAL at any creditors' meeting held under the provisions of Title 11 of the United States Code;
- 10) Attend any stockholder's meeting in which PRINCIPAL is interested and vote any stock of PRINCIPAL, or grant proxies for such in favor of others;
- 11) Sue in PRINCIPAL'S name and on PRINCIPAL'S behalf as well as be sued on behalf of PRINCIPAL, including the right to appear before all courts of law on PRINCIPAL'S behalf for all purposes, and further to compromised or refer to arbitration any claims (whether asserted judicially or not) for or against PRINCIPAL, and to make transaction in matters of litigation;
- 12) Extend or waive prescription on any obligations due to PRINCIPAL;
- 13) Represent PRINCIPAL judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which PRINCIPAL may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and demand, obtain and execute all order and decrees and AGENT may deem proper therein; to settle, compromise and liquidate PRINCIPAL'S interest therein; and to receive and receipt for all property to which PRINCIPAL may be entitled in such successions or estates;
- 14) Sign and file any and all Federal, State and local tax returns on PRINCIPAL'S behalf and represent PRINCIPAL in any connection therewith;
- 15) Employ, on PRINCIPAL'S behalf, any legal, financial, accounting, geological or other assistance to reasonably protect PRINCIPAL'S interests and rights; or
- 16) Designate others to act in AGENT'S place and stead to perform specific acts on my behalf in furtherance of this power of attorney, but not to designate AGENT'S replacement in the entirety.

It is the intent of PRINCIPAL in executing this mandate that said AGENT shall be empowered to act for PRINCIPAL in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if PRINCIPAL were acting for himself; and that said AGENT shall have full power of substitution herein and power of revocation of said substitution.

This Power of Attorney shall remain fully effective until a revocation of this Power of Attorney

is filed for record in the conveyance records of the Clerk of Court for the Parish of PRINCIPAL'S domicile as set forth above. It is the intention of the PRINCIPAL that anyone may rely upon this Power of Attorney despite the lapse of time from its execution.

Further, in the event that it should occur that my interdiction be sought due to infirmity and/or incapacity I request that my AGENT(S) be appointed as my curator.

I further declare that this power of attorney has been accepted by AGENT.

THUS SIGNED on the date indicated above at Metairie, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

PRINCIPAL:

Witness' Printed Name

GORDON ST.CLAIR

Witness' Printed Name

ATTICUS FINCH, ATTORNEY & NOTARY PUBLIC