

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612 w

ROBERT SULLIVANT, JR.

DEFENDANT

SUMMONS

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

TO: **Robert Sullivant Jr.**  
**1002 Crawford Circle**  
**Oxford, MS 38655**  
*Or wherever he may be found*

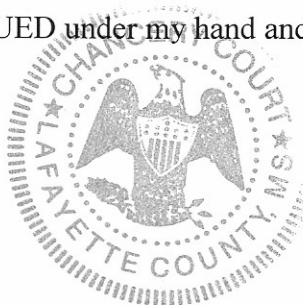
NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are summoned to appear and defend against said *Complaint* at 9:30 a.m., on the 17 day of November 20 21, at the Oxford, Mississippi, and in case of your failure to appear and defend, a Judgment will be entered against you for the money or other things demanded in the Complaint.

You are not required to file an answer or other pleading but you may do so if you desire.

ISSUED under my hand and seal of said Court, this 25th day of October, 2021.



**Sherry Wall, Chancery Clerk**  
**Lafayette County, Mississippi**

BY: Bronda Amundsen  
Deputy Clerk

Prepared by:

Swayze Alford (MSB #8642)  
Kayla Ware (MSB #104241)  
Swayze Alford, Attorney at Law  
Post Office Drawer 1820  
Oxford, Mississippi 38655  
(662) 234-2025 phone  
(662) 234-2198 fax  
Counsel for Plaintiff

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

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PLAINTIFF

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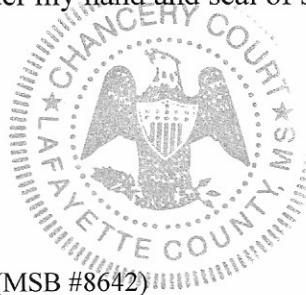
NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the *Complaint* to Swayze Alford, the attorney for the Plaintiff, whose post office address is Post Office Box 1820, Oxford, Mississippi, and whose street address is 1221 Madison Avenue, Oxford, Mississippi, 38655. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

ISSUED under my hand and seal of said Court, this 25<sup>th</sup> day of October, 2021.



Sherry Wall, Chancery Clerk  
Lafayette County, Mississippi

BY:

Bhonda Amundsen  
Deputy Clerk

Prepared by:  
SWAYZE ALFORD (MSB #8642)  
Attorney at Law  
1221 Madison Avenue  
Post Office Box 1820  
Oxford, Mississippi 38655  
(662) 234-2025 phone  
salford@swayzealfordlaw.com  
Counsel for Plaintiff

FILED  
STATE OF MISSISSIPPI  
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2021 OCT 25 A 10:11

PLAINTIFF

VS.

CHANCERY CLERK CAUSE NO.: 2021-612

ROBERT SULLIVANT, JR.

BY DC BA

DEFENDANT <sup>W</sup>

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**COMPLAINT**

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COMES NOW Plaintiff, Robert Sullivant, Sr. ("Sullivant, Sr."), by and through undersigned counsel, and files this his *Complaint* against Defendant, Robert Sullivant, Jr. ("Sullivant, Jr.") and in support thereof would state as follows:

**PARTIES**

1. The Plaintiff, Robert Sullivant, Sr., is an adult resident citizen of Lafayette County, Mississippi.
2. Defendant, Robert Sullivant, Jr., is an adult citizen of Lafayette County, Mississippi, and may be served with process at 1002 Crawford Circle, Oxford, Mississippi, 38655, or wherever he may be found.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over the parties and the subject matter herein.
4. Venue is proper in this Court.

**FACTS**

5. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing his son, Sullivant, Jr., as his lawful agent and attorney in fact. A copy of said General Durable Power of Attorney is attached as Exhibit "A" and incorporated by reference herein.
6. It recently came to Sullivant, Sr.'s attention that Sullivant, Jr. was taking very large

**SCANNED**

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sums of money from Sullivant Sr.'s checking account. On or about May 19, 2021, Sullivant, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivant, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivant, Jr. had signature authority to his new money market account.

7. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivant, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. A copy of said Cancellation of Durable Power of Attorney is attached as Exhibit "B" and incorporated by reference herein.

8. Upon information and belief, Sullivant, Jr. went to the Regions Bank in Batesville and attempted to withdraw funds from Sullivant, Sr.'s new money market account, but was turned down. Sullivant, Jr. then went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivant, Sr.'s new money market account to an account only in his name.

9. Upon information and belief, Sullivant, Jr. also withdrew and/or traded monies and/or stocks from Sullivant, Sr.'s Schwab account without Sullivant, Sr.'s knowledge or permission. Sullivant, Jr. has taken Sullivant, Sr.'s money for his own personal use and benefit.

10. Sullivant, Jr. has in his possession certain furniture and other tangible items that are the property of Sullivant, Sr.

## **CAUSES OF ACTION**

### **COUNT I** **BREACH OF FIDUCIARY DUTY**

11. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-10.

12. Sullivan, Jr. in the role of Power of Attorney, owed a fiduciary duty to Sullivan, Sr. under Mississippi law. Among other things, Sullivan, Jr. breached this duty through taking advantage of his role as Sullivan Sr.'s power of attorney and self-dealing.

13. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

**COUNT II**  
**BREACH OF THE DUTY OF CARE**

14. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-12.

15. Sullivan, Jr. owed a duty of care to Sullivan, Sr. Additionally, it was to be a duty of care that an ordinarily prudent person in a like position would exercise under similar circumstances. Sullivan, Jr. breached this duty as set forth in the preceding paragraphs

16. As a result of this breach, Sullivan, Sr. has been proximately harmed and is entitled to damages.

**COUNT III**  
**NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**

17. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-16.

18. Sullivan, Jr. acted negligently toward Sullivan, Sr. by failing to comply with the terms and intentions of the Power of Attorney, which resulted in Sullivan, Sr. losing hundreds of thousands of dollars.

19. The actions by Sullivan, Jr. negligently caused harm to Sullivan, Sr.

20. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s negligent actions.

21. The emotional distress was foreseeable from the individual negligent actions of Sullivan, Jr., and these actions caused damages to Sullivan, Sr.

**COUNT IV**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-21.

23. Sullivan, Jr. acted willfully and wantonly towards Sullivan, Sr.

24. Sullivan, Jr.'s actions, as set forth herein, are ones that evoke outrage or revulsion in civilized society; and these actions intended to cause harm to Sullivan, Sr..

25. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s actions.

26. The emotional distress was foreseeable from the intentional actions of Sullivan, Jr. and caused Sullivan, Sr. damages.

**COUNT V**  
**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

27. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-26.

28. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of good faith and fair dealing to Sullivan, Sr. under Mississippi law. Sullivan, Jr. breached this duty, as set forth in the preceding paragraphs.

29. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

**COUNT VI**  
**BREACH OF DUTY OF LOYALTY**

30. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-29.

31. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of loyalty to Sullivan, Sr. under Mississippi law. Additionally, Sullivan, Jr. owed a duty of loyalty to Sullivan, Sr. pursuant to paragraph 1 on page 4 of the General Power of Attorney which states "[m]y attorney shall not be liable in any manner for the exercise or non-exercise of the powers

hereinbefore granted, except for the exercise of any of powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive. 31.

As a result of this breach, Sullivant, Sr. has been harmed and is entitled to damages.

**COUNT VII**  
**NEGLIGENCE**

32. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-31.

33. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was negligent in his actions in violating the General Power of Attorney. Sullivant, Jr.'s management of Sullivant, Sr.'s accounts and affairs was to be in a manner that he reasonably believed to be in the best interests of Sullivant, Sr. Sullivant, Jr. was negligent in the management of Sullivant, Sr.'s accounts.

34. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

**COUNT VIII**  
**GROSS NEGLIGENCE**

35. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-34.

36. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was grossly negligent in his actions in violating the General Power of Attorney. Sullivant, Jr. was grossly negligent in the management of Sullivant, Sr.'s accounts.

37. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

**COUNT IX**  
**CONVERSION**

38. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-37.

39. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, wrongfully converted Sullivan, Sr.'s funds for his own benefit.

40. This unlawful conversion proximately harmed Sullivan, Sr. As a result, Sullivan, Sr. is entitled to damages.

**COUNT X**  
**UNJUST ENRICHMENT**

41. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-40.

42. Only in this alternative to any claim or legal damages, Sullivan, Sr. makes a claim for unjust enrichment. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact withdrew and retained a benefit in the form of Sullivan, Sr.'s funds to which was entitled.

43. Accordingly, Sullivan, Jr. has been unjustly enriched and Sullivan, Sr. is entitled to damages as a result of such unjust enrichment.

**COUNT XI**  
**PUNITIVE DAMAGES**

44. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-43.

45. Given Sullivan, Jr.'s actual fraud, gross negligence and the intentional harm inflicted on Sullivan, Sr. by Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, Sullivan, Jr. is liable for punitive damages under Miss. Code Ann §11-1-65.

46. Sullivan, Sr. respectfully requests that the Court enter a judgment in their favor awarding punitive damages.

**COUNT XII**  
**INJUNCTIVE RELIEF AND RESTRAINING ORDER**

47. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-46.

48. Pursuant to Miss. R. Civ. Pro. 65 Sullivan, Sr. seeks a temporary restraining order,



preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts. Without the entry of a temporary restraining order, preliminary injunction and permanent injunction, immediate and irreparable injury, losses and damage caused by the unlawful conduct of the Defendants.

49. Sullivan, Sr. respectfully requests that the Court enter a temporary restraining order, preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts.

50. Sullivan, Sr. further requests that Sullivan, Jr. be enjoined from using, transferring, withdrawing, or depleting any monies from Sullivan, Jr.'s accounts until this matter can be heard and Sullivan, Jr. account for all monies withdrawn by Sullivan, Jr. belonging to Sullivan, Sr.

**COUNT XIII**  
**EMERGENCY RELIEF**

51. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-50.

52. Sullivan, Jr. has intentionally and willfully transferred \$230,000 of Sullivan, Sr.'s money to an account in his own name and refuses to return the money to Sullivan, Sr.

53. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Regions to transfer the \$230,000 back to Sullivan, Sr.'s money market account.

54. Upon information and belief, Sullivan, Jr. intentionally and willfully withdrew and/or traded monies and/or stocks from Sullivan, Sr.'s Schwab account without Sullivan, Sr.'s knowledge or permission.

55. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Sullivan, Jr. to return any monies and/or stocks he impermissibly withdrew and/or traded from

Sullivan, Sr.'s Schwab account.

56. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any and all of Sullivant, Sr.'s possessions and/or property in which he has in his possession.

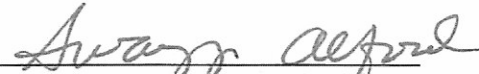
57. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any other monies he impermissibly withdrew that belonged to Sullivan, Sr.

58. Sullivant, Sr. respectfully requests that the Court require Sullivant, Jr. to provide an accounting for all monies and/or stocks of Sullivant, Sr.'s to which he had access.

WHEREFORE PREMISES CONSIDERED, Robert Sullivant, Sr., respectfully requests that this Court render judgment against Sullivant, Jr. and award all relief requested herein and any other relief to which Sullivant, Sr. is entitled including, but not limited to, attorney's fees and expenses, and any other relief, general or specific, in which this Court finds mete and proper.

RESPECTFULLY SUBMITTED this 22 day of October, 2021.

**ROBERT SULLIVANT, SR.**, Plaintiff

BY:   
SWAYZE ALFORD (MSB #8642)  
KAYLA WARE (MSB #104241)

OF COUNSEL:

**SWAYZE ALFORD**  
Attorney at Law  
1221 Madison Avenue  
Post Office Box 1820  
Oxford, Mississippi 38655  
(662) 234-2025 phone  
(662) 234-2198 fax

*Counsel for Robert Sullivant, Sr.*

STATE OF MISSISSIPPI

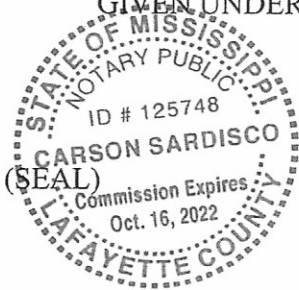
COUNTY OF LAFAYETTE

Before me the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named **ROBERT SULLIVANT, SR.**, who being duly sworn, on oath, states that he is the Plaintiff in the foregoing *Complaint* and that the matters, things and allegations made and contained in the above and foregoing *Complaint* are true and correct as therein stated and that any allegation made on information and belief, Affiant verily believes to be true.

Witness my signature, this 22 day of October, 2021.

Robert B. Sullivan Sr.  
**ROBERT SULLIVANT, SR.**

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, 22<sup>nd</sup> day of October, 2021.



Carson Sardisco  
NOTARY PUBLIC

**GENERAL DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

*Robert B. Sullivan Sr.*  
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named **ROBERT SULLIVANT, SR.**, who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

1/1/2020



*James R. Pitcock, Chancery Clerk*  
NOTARY PUBLIC  
*Raymond Anthony, Jr.*



Panola County, MS-2nd  
I certify this instrument was filed  
on 07/12/2017 08:27:09 AM  
and recorded in the  
Power of Attorney  
Book 2017 Page 378 - 382  
James R Pitcock, Chancery Clerk

*Judy Antos, Jr.*





Book 2021 Page 150  
Power of Attorney  
05/20/2021 10:59:43 AM  
Panola County, MS-2nd  
James R Pitcock, Chancery Clerk

Panola County, MS-2nd  
I certify this instrument was file  
on 05/20/2021 10:59:43 AM  
and recorded in the  
Power of Attorney  
Book 2021 Page 150 - 150  
James R Pitcock, Chancery Clerk

*Ashley Parrish, O.C.*

### CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain  
*GENERAL DURABLE POWER OF ATTORNEY* wherein I appointed ROBERT SULLIVANT,  
JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or  
about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

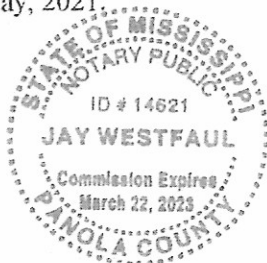
SO CANCELED, REVOKED AND NULLIFIED on this 20<sup>th</sup> day of May 2021.

*Robert Sullivant Sr.*  
\_\_\_\_\_  
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction, the  
within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable  
Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20<sup>th</sup> day of  
May, 2021.



*Jay Westfaul*  
\_\_\_\_\_  
NOTARY PUBLIC