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DESOTO COUNTY, MS
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SPARKMAN, ZUMMACH & PERRY, P.C.
ATTORNEYS AT LAW

RECORDING REQUIREMENTS OF M.C.A. § 89-5-24

Prepared by and return to:
Joseph M. Sparkman, Jr. 9438
Sparkman, Zummach & Perry, P.C.
Attorneys at Law
Post Office Box 266
Southaven, MS 38671-0266
662 349-6900

Grantor: Mary Nabors Spencer
Grantor Address: 8479 Cedar Brush Dr., Southaven, MS 38671
Grantor Telephone Number: Home - 662-393-6748 Work- N/A

Grantee: Stephen Dean Spencer
Grantee Address: 245 Whippoorwill Lane, Padukah, KY 42001
Grantee Telephone Number: Home - 270-217-2033 Work- N/A

NAME OF INSTRUMENT: GENERAL AND DURABLE POWER OF ATTORNEY

Prepared by and return to:
Sparkman-Zummach, P.C.
Attorneys at Law
Post Office Box 266
Southaven, Mississippi 38671-0266
(662) 349-6900

GENERAL AND DURABLE POWER OF ATTORNEY
(Mississippi)

I, Mary Nabors Spencer, a resident of DeSoto County, Mississippi, make, constitute and hereby appoint my son, Stephen Dean Spencer of McCracken County, Kentucky, to serve as my Agent ("Agent") and to exercise the powers set forth below. The following power shall continue in full force and effect in the event that I am incapacitated or disabled and such incapacity or disability is certified by me or by my attending physician in writing. If my son, Stephen Dean Spencer shall be unable or unwilling to serve or continue to serve, then I appoint Malinda Ross Spencer of McCracken County, Kentucky as substitute or successor Agent to serve with the same powers. The resignation of my original Agent may be evidenced by an instrument in writing, delivered to the successor Agent. The incapacity of the original Agent may be determined by a written statement of the original Agent's physician.

ARTICLE I

My Agent is authorized in my Agent's sole discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(a) to sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, upon such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales (including expending such proceeds for my benefit) as my Agent shall deem appropriate;

(b) To buy every kind of property, real, personal, intangible and/or mixed, upon such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards;

(c) to invest and reinvest all or any part of my property in any property or interests (including undivided interests) in property, real, personal, intangible and/or mixed, wherever located; to sell and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds;

(d) 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 maintain, protect, repair, preserve, insure, improve all or any part thereof; to release or partially release real property from a lien; 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;

(e) with respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to mortgage, pledge and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent;

(f) to exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts (including margin accounts); to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property (including the proceeds from the sales of my securities) to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special;

(g) 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 cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), debts, accounts, legacies, bequests, dividends, rights and/or benefits to which I am now or may in the future become entitled, 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

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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; to make such compromises, release, settlements and discharges with respect thereto as my Agent shall deem appropriate;

(h) to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind; to modify, terminate, make deposits to and write checks on or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity), whether or not any such account was established by me or for me by my Agent; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution;

(i) to contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes;

(j) to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility;

(k) to borrow money from any lender for my account upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of security interests in any property or interests in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans (including the assignment and delivery of any such policies as security); and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent; to repay from any funds belonging to me any money borrowed by me or by my Agent on my behalf;

(l) 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 limitation, 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 any state and/or local taxing authority with respect to any tax year between the years 1982 and the year of my death; to pay taxes due, collect and 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 and/or local taxing authority; to exercise any elections I may have under federal, 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 between the years 1982 and the year of my death before all officers of the Internal Revenue Service and state and local authorities and in any and all courts;

(m) to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided, however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval;

(n) to create and contribute to an employee benefit plan (including a plan for a self-employed individual) 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 exchange 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;

(o) 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

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any interests in or rights over trusts (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;

(p) 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 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 creation 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). The power to execute a revocable trust agreement as specified in this Article I (p), with accompanying powers, shall apply only to my successor Agent.

ARTICLE II

My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me to assure that all of my essential needs are provided for in my own residence.

ARTICLE III

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient to such exercise or exercises, including, without limitation, the following:

(a) to sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements, and conveyances 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;

(b) 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 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 of records of all kinds relating to me, any interest of mine or to any person for whom I am responsible;

(c) to seek on my behalf and at my expense: (1) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the 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; (2) 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; (3) actual and punitive damages against any person, organization, corporation or any entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

ARTICLE IV

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 agent, or party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

(a) The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons

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as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives;

(b) No person who relies upon any affidavit that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or ensure the proper application of funds or property;

(c) 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, my estate, my heirs and assigns for complying with my Agent's request;

(d) No person who relies in good faith upon the authority of my Agent under this instrument shall incur any liability to me, my estate, my heirs, or assigns. In addition, 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, my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property. Any party dealing with any person named As Agent (including any person named as an Alternate Agent hereunder) may rely upon as conclusively correct an affidavit of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my Agent continues to serve as my Agent.

(e) Any party dealing with any person named as successor Agent hereunder may rely upon as conclusively correct an affidavit of such Agent that those persons named as prior Agents are no longer serving.

ARTICLE V

Pursuant to Mississippi Code Annotated § 87-3-1 et seq., or successor provisions, I further direct that this Power of Attorney shall become effective upon my incapacity or disability and shall thereupon remain in full force and effect and shall not be revoked by operation of law in the event of any subsequent mental or physical incapacity or disability. **This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.** My incapacity or disability shall be certified by me or by my attending physician, in writing, delivered to my Agent. This Power of Attorney shall remain in full force and effect until there is recorded in the Register's Office of DeSoto County, Mississippi, a written revocation of this Power of Attorney which has been duly signed by me.

ARTICLE VI

The following provisions shall apply:

(a) My agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by any Agent on my behalf under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder;

(b) My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original;

(c) This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my heirs, successors, assigns, executors and administrators;

(d) My Agent or my Agent's heirs, successors and assigns, acting in good faith, are hereby released and forever discharged from any and all liability and from all claims or demands of all kinds whatsoever by me or my heirs and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence;

(e) 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;

(f) This instrument shall be governed by the laws of the State of Mississippi in all respects, including its validity, construction, interpretation and termination.

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IN WITNESS WHEREOF, I have executed this General and Durable Power of Attorney this 6th day of September, 2011.

Mary Nabors Spencer

Mary Nabors Spencer

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public of said County and State, Mary Nabors Spencer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, at Office, this 6th day of September, 2011.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 27686 JOSEPH M. SPARKMAN, JR. Commission Expires Sept. 29, 2013 DESOTO COUNTY

Notary Public

My Commission Expires:

_____

Specimen Signature of Agent

Stephen Dean Spencer

Stephen Dean Spencer
245 Whippoorwill Lane
Padukah, KY42001
270-217-2033

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public of said County and State, Stephen Dean Spencer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at Office, this 6th day of September, 2011.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 27686 JOSEPH M. SPARKMAN, JR. Commission Expires Sept. 29, 2013 DESOTO COUNTY

Notary Public

My Commission Expires:

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