



if personally acting. Attorney is specifically empowered and directed to transfer and convey to the Trustee or Trustees then acting under any Revocable Trust (Grantor's Trust) under which Principal is a Settlor (Grantor/Trustor) and a beneficiary any or all assets now or at any time or times hereafter standing in Principal's name (or representing Principal's interest in assets owned jointly, commonly and/or otherwise with any other person or persons).

1. Attorney is given and granted hereby full power and authority to make, verify and file federal, state and/or local income, gift and/or other tax returns of all kinds, claims for refund, requests for extension of time, petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney and closing agreements, of all kinds without limit, and generally to act on behalf of the Principal in all tax matters of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause the Principal to be represented in any and all such proceedings;
2. Attorney is given and granted hereby full power and authority to sign and deliver qualified disclaimers as to any gift or inheritance as provided for under the Internal Revenue Code of 1986, as amended from time to time;
3. Attorney is given and granted hereby full power and authority to make gifts to Principal's spouse, if any, child or children and other descendants or ascendants, if any, and/or to charitable, scientific, religious or educational institutions, and to consent to split gifts made by the Principal's spouse to third persons, keeping in mind the Principal's best interests and the best interests of the Principal's family;
4. Attorney is given and granted hereby full power and authority to exercise any special or general power of appointment held by the Principal, keeping in mind Principal's best interests and the best interests of the Principal's family;
5. Attorney is given and granted hereby full power and authority to designate the beneficiary under any policy of life insurance and under any employee benefit plan, keeping in mind Principal's best interests and the best interests of Principal's family.
6. Attorney is given and granted hereby full power to execute deeds and instruments of conveyance transferring Principal's interest in real and personal property to third parties, keeping in mind Principal's best interests and the best interests of Principal's family.
7. Attorney is given and granted hereby full power to execute in the name of the principal checks, notes, stock, and security certificates, certificates of deposit, security transfer documents, private and government issue bonds, bills of sale, security account documents, and bank account documents, keeping in mind Principal's best interests and the best interests of Principal's family.

The Principal hereby ratifies and confirms all that said Attorney shall do or cause to be done by virtue hereof, and all documents of any kind (without limitation) executed and/or delivered by Attorney shall bind the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns.

**E. LIMITATION OF LIABILITY:** For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this Durable Power of Attorney, the Principal hereby represents, warrants and agrees that, if this Power of Attorney is terminated for any reason whatsoever, the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power of Attorney prior to such party's or parties' receipt of written notice of any such termination.

*C.B.E.*

\_\_\_\_\_ Durable Power of Attorney

**ARTICLE III.  
REVOCATION OF PRIOR POWERS OF ATTORNEY**

This power of Attorney revokes any prior Durable General Power of Attorney executed previously by the Principal.

**ARTICLE IV.  
SIGNATURE BY ATTORNEY**

When signing on behalf of Principal under this Power of Attorney, Attorney shall sign as follows:  
CARL B. CECIL, by CAROL ANN SPENCER his Attorney-in-Fact."

**ARTICLE IV.  
NOMINATION OF SUCCESSOR**

I nominate and appoint as Successor Attorney(s) to serve by virtue of the authority herein granted the following:

First Successor: **CARL B. CECIL, JR.**

Address: Boiling Springs, PA

Phone Number: n/a

Second Successor: None Selected

Address: N/A

Phone Number: N/A

The condition under which any person named above as Successor Attorney may exercise any powers set forth herein is that any person who is at the time authorized hereunder to serve as my Attorney shall be unable or unwilling to serve or to continue to serve as Attorney, then in the order specified above, the first person named above as Successor Attorney who is willing and able to serve as such Attorney shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Attorney and the term "Attorney" shall refer to such person so serving. Any Successor Attorney may execute an affidavit that my Attorney is unwilling or unable to serve or continue to serve and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein, and in such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

**ARTICLE VI.  
DECLARATION OF PRINCIPAL**

Principal declares that the following is correct:

1. Principal has been advised, in regard to this Durable General Power of Attorney;



\_\_\_\_\_  
Durable Power of Attorney

Date: February 28, 2006

2. Principal understands that the Durable General Power of Attorney gives to the Attorney nominated herein broad powers to dispose, sell, convey and encumber Principal's real and personal property, which powers arise on the Principal's disability or incapacity; and

3. Principal understands that these powers for the Durable General Power of Attorney will exist for an indefinite period of time after the Principal's disability or incapacity unless their duration has been limited in this document.

Dated: 2-28-06

Carl B. Cecil  
CARL B. CECIL, PRINCIPAL

Witness: Kayla Fowler  
KAYLA FOWLER

Address: P. O. Box 1615  
Batesville, MS 38606  
(662) 563-4508

Witness: James A. Yelton  
JAMES A. YELTON

Address: P. O. Box 1615  
Batesville, MS 38606  
(662) 563-4508

**CERTIFICATE OF ACKNOWLEDGMENT**

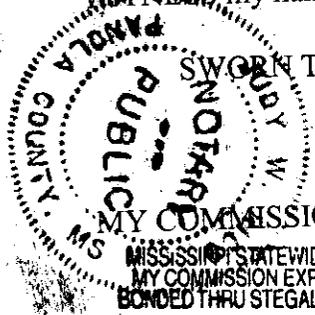
STATE OF MISSISSIPPI )  
 ) ss.  
COUNTY OF PANOLA )

On this 28<sup>th</sup> day of February, 2006, before me, a Notary Public, personally appeared CARL B. CECIL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

SWORN TO AND SUBSCRIBED TO BEFORE ME, this the 28<sup>th</sup> day of February, 2006.

Judy W. Rico  
Notary Public



Prepared By: James A. Yelton  
P.O. Box 1615  
Batesville, MS 38606  
662-563-4508

Carl B. Cecil  
Durable Power of Attorney

Date: February 28, 2006