

DURABLE GENERAL POWER OF ATTORNEY

I, Peggy Fitch Witherspoon, of DeSoto County, Mississippi, make this Durable General Power of Attorney appointing Eugene Daniel Witherspoon, III, my true and lawful attorney-in-fact ("my attorney").

This power of attorney is effective upon execution.

This power of attorney shall not terminate upon subsequent disability or incapacity of me, the principal.

My attorney is authorized to act for me as follows:

1. To demand, sue for, receive, collect and hold any and all moneys, securities and other property of any nature whatsoever, that now belong to me or may belong to me in the future or in which I may have an interest, and generally to deal with any such property;

2. To sign, endorse, or assign any note, check or other instrument of any nature whatsoever, negotiable or non-negotiable, for deposit, discount, collection or otherwise;

3. To write checks upon or otherwise withdraw all funds or account balances now or hereafter outstanding to my credit or to the credit of my attorney, whether or not the check or instrument is drawn to the order of my attorney;

4. To vote in person or by proxy, to sell or otherwise dispose of, to cause to be registered in the name of a nominee selected by my attorney, and to transfer, redeem, convert, or exchange any security that now belongs to me or may belong to me in the future or in which I may have an interest, including treasury securities, and to make, execute, and deliver any endorsement, assignment, certification or other document in connection with any security;

5. To buy, acquire or invest in property, real or personal, tangible or intangible, including but not limited to any security, option or other type of investment of whatever kind and nature;

6. To sell or lease any lands, buildings, or other improvements or appurtenances to lands belonging to me now or in the future or in which I may have an interest, and to execute and cause to be recorded any and all deeds or other writings that may be necessary with respect to transactions involving such property;

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7. To borrow or lend money or property, with or without security, and for such purposes to deliver or receive any documents that may be necessary or proper;

8. To instruct any entity or person having custody or control of any assets of mine or any assets in which I may have an interest, in any agency, fiduciary or other capacity, and I authorize that person or entity to rely upon such instructions;

9. To open accounts of whatever nature in my name or in the name of my attorney;

10. To pay all sums of money that may now or in the future be owing by me, whether the obligation is incurred by me or by my attorney, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor;

11. To make, sign, acknowledge and deliver any contract, deed or other document relating to real estate or personal property or both, and to perform any contract binding either me or my attorney.

12. To have access to any safe deposit box registered in my name and to remove or add to the contents;

13. To sign, make, execute and file in my name and on my behalf with any tax authority, any tax returns, forms, and reports (including the consent required under I.R.C. Section 2513) that may be required by law.

14. To create and to transfer and convey any trust of which I am the beneficiary any of my assets, including, without limitation, real property, as my attorney may deem appropriate;

15. To make gifts on my behalf to any charitable organization and to any of my descendants and their spouses, provided that the aggregate value of all gifts made to any descendant or spouse in one calendar year shall not exceed the gift tax annual exclusion then in effect;

16. To disclaim the succession to any property, real or personal, or interest therein, to the extent allowed under applicable state law;

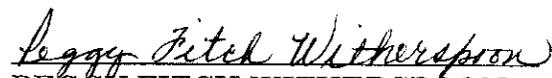
17. To borrow against or obtain the cash surrender value of any of my life insurance policies and to transfer the ownership of any policies to the primary beneficiary(s) named therein; and

18. Without limiting the above powers generally to perform any other acts of any nature that, in the opinion of my attorney, should be done in the circumstances, as fully and effectively as I could do if acting personally.

No person shall be held liable for relying on this Durable General Power of Attorney. As an inducement to third parties to rely upon this Durable General Power of Attorney, I agree that any third party relying upon it without actual notice of its revocation or of my death, without regard to the length of time which may pass from the date of execution of this Durable General Power of Attorney until reliance on it by a third party is sought by my attorney in fact, shall be held harmless by me, my estate, heirs, successors and assigns, for any liability or loss suffered as a result of such reliance.

I further authorize my attorney in fact to institute any action in law or equity against any individual who, or organization which, in the absence of the notice referred to above, refuses to rely on this Durable General Power of Attorney and by reason of such refusal causes injury to me or to my estate, specifically including injury resulting from the imposition of estate taxes which would have been avoided if the action of my attorney in fact had not been unreasonably impeded.

WITNESS my signature this 25th day of September, 2006.


PEGGY FITCH WITHERSPOON

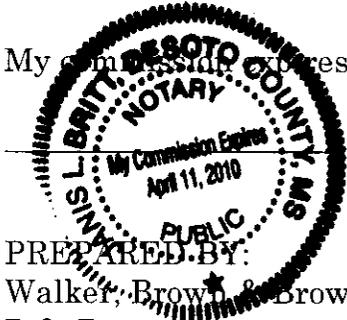
STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named PEGGY FITCH WITHERSPOON, who being duly sworn acknowledged signing and executing the above and foregoing Durable General Power of Attorney on the day and date therein mentioned as a free and voluntary act and deed and for the purpose therein expressed.

Given under my hand and official seal of office this the 25 day of September, 2006.


Notary Public

My commission expires:



PREPARED BY:
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