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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH BROAD LEGAL POWERS, INCLUDING THE POWERS TO MANAGE, DISPOSE, SELL AND CONVEY YOUR REAL AND PERSONAL PROPERTY AND TO BORROW MONEY USING YOUR PROPERTY AS SECURITY FOR THE LOAN.

THESE POWERS WILL CONTINUE TO EXIST EVEN IF YOU BECOME DISABLED OR INCAPACITATED. THESE POWERS WILL EXIST UNTIL YOU REVOKE OR TERMINATE THIS POWER OF ATTORNEY. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY TIME.

THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

1. Principal and Attorney-in-Fact

PRINCIPAL

Winona Burleson Johns AKA Elta Burleson Johns
6610 McCracken Road
Hernando, Mississippi 38632

I, Winona Burleson Johns AKA Elta Burleson Johns, appoint the person named below as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 4, below.

Preparer - See 2nd page

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ATTORNEY-IN-FACT
Prepared by:
Carl Bryan Schultz
6610 McCracken Road
Hernando, Mississippi 38632
Day phone: (901) 946-3966
Evening phone: (662) 429-4366

SUCCESSOR ATTORNEY-IN-FACT
I name the following person to act as my attorney-in-fact if the named attorney-in-fact dies, resigns, or is otherwise unable to serve.

David Johns
1690 Greenleaf Road
Coldwater, Mississippi 38632
Day phone: (901) 452-7040
Evening phone: (662) 233-0907

2. Delegation of Authority
My attorney-in-fact may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

3. Effective Date
This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

4. Powers of Attorney-in-Fact
I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power.
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INITIALS

X WJ (1) Real estate transactions.

X WJ (2) Tangible personal property transactions.

X WJ (3) Stock and bond, commodity, option and other securities transactions.

X WJ (4) Banking and other financial institution transactions.

X WJ (5) Insurance and annuity transactions.

X WJ (6) Estate, trust, and other beneficiary transactions.

X WJ (7) Living trust transactions.

X WJ (8) Legal actions.

X WJ (9) Personal and family care.

X WJ (10) Government benefits.

X WJ (11) Retirement plan transactions.

X WJ (12) Tax matters.

X WJ (13) Gift transactions.

These powers are defined in Part 12, below.

5. Compensation and Reimbursement of Attorney-in-Fact

My attorney-in-fact shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

6. Personal Benefit to Attorney-in-Fact

My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact.

7. Commingling by Attorney-in-Fact

My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

8. Liability of Attorney-in-Fact

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

9. Nomination of Conservator or Guardian of Estate

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my attorney-in-fact to serve in that capacity. If my attorney-in-fact cannot serve, I nominate the successor attorney-in-fact named in Part 1, above, to serve.

10. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

11. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

12. Definition of Powers Granted to Attorney-in-Fact

The powers granted in Part 4, above, authorize my attorney-in-fact to do the following:

(1) Real estate transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

(a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.

(b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.

(c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.

(d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

My attorney-in-fact may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

My attorney-in-fact may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

(a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.

(b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.

(c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.

(d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.

(e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

My attorney-in-fact may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

(a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.

(b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.

(c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.

(d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Insurance and annuity transactions

My attorney-in-fact may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

(a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.

(b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and

designate the beneficiary of any such contract.

(c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(6) Estate, trust and other beneficiary transactions

My attorney-in-fact may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(7) Living trust transactions

My attorney-in-fact may transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(8) Legal actions

My attorney-in-fact may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

(a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.

(b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(9) Personal and family care

My attorney-in-fact may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

(a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.

(b) Continue arrangements with respect to automobiles or other means of

transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(10) Government benefits

My attorney-in-fact may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

(a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.

(b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(11) Retirement plan transactions

My attorney-in-fact may act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(12) Tax matters

My attorney-in-fact may act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

(a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.

(b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(13) Gift transactions

My attorney-in-fact may make gifts and other transfers of my property without

consideration or with less than full consideration, including forgiveness of debts owed to me and completion of charitable pledges that I have made. However, my attorney-in-fact shall not (i) appoint, assign or designate any of my assets, interests or rights directly or indirectly to himself or herself, or his or her estate or creditors, or the creditors of his or her estate, (ii) disclaim assets to which I would otherwise be entitled if the effect of the disclaimer is to cause such assets to pass directly or indirectly to my attorney-in-fact or his or her estate, or (iii) use my assets to discharge any of his or her legal obligations, including any obligation of support owed to others, excluding me and those I am legally obligated to support.

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I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets, and that these powers will become effective as soon as I sign this document and continue indefinitely unless I revoke this durable power of attorney.

Signed this 22ND day of JANUARY, 2007

State of Mississippi, County of DESOTO

Signature: Winona B. Johns

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Mississippi)
) ss.
County of DeSoto)

On January 22, 2007, before me, Stephen J. Collins, a notary public in and for said state, personally appeared Winona B. Johns, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her 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.

Notary Public for the State of Mississippi

[NOTARIAL SEAL]

My commission expires: 1-29-10

STEPHEN J. COLLINS NOTARY PUBLIC EXPIRES MISSISSIPPI JANUARY 29, 2010 DESOTO COUNTY, MS