As filed with the Securities and Exchange Commission on July 19, 2007

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

RENASANT CORPORATION

(Exact name of registrant as specified in its charter)

Mississippi	**64-0676974**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

209 Troy Street
Tupelo, Mississippi 38804
(Address of Principal Executive Offices) (Zip Code)

Plan Of Assumption, Capital Bancorp, Inc.
2001 Stock Option Plan

Plan Of Assumption, Capital Bancorp, Inc.
Director Deferred Stock Compensation Plan
(Full title of the plans)

E. Robinson McGraw
President and Chief Executive Officer
Renasant Corporation
209 Troy Street
Tupelo, Mississippi 38804
(662) 680-1001
(Name, address and telephone number, including area code, of agent for service)

Copy to:
Jane E. Armstrong, Esq.
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, Louisiana 70130
(504) 566-1311

CALCULATION OF REGISTRATION FEE

Title of securities to be registered[1]	Amount to be registered[1]	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, $5.00 par value per share	265,000 shares[2]	$ 11.38[3] $ 22.09[3]	$ 3,069,250[3]	$ 95

(1) In the event of a stock split, stock dividend or similar transaction involving the common stock of the registrant, in order to prevent dilution, the number of shares registered hereunder shall be automatically increased to cover the additional shares in accordance with Rule 416(a) under the Securities Act of 1933, as amended (the "1933 Act").

(2) Consisting of an aggregate of 260,000 shares of the registrant's common stock to be issued under the Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan, and an aggregate of 5,000 shares of the registrant's common stock to be issued under the Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan.

(3) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) of the 1933 Act, based on (i) with respect to the Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan, the weighted average exercise price of the options outstanding and (ii) with respect to the Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan, on the average of the high and low sales prices per share of the registrant's common stock as reported on The NASDAQ Global Select Market on July 18, 2007.

The Registration Statement shall become effective upon filing in accordance with Rule 462 under the 1933 Act.

EXPLANATORY NOTE

The registrant, Renasant Corporation (the "Registrant"), entered into an Agreement and Plan of Merger by and among the Registrant, Renasant Bank, Capital Bancorp, Inc. and Capital Bank & Trust Company, dated February 5, 2007, and effective as of July 1, 2007, as amended, pursuant to which the Registrant agreed to assume the rights and obligations of Capital Bancorp, Inc. under its 2001 Stock Option Plan and its Director Deferred Stock Compensation Plan. This Form S-8 registration statement is intended to register the shares of the Registrant's $5.00 par value common stock issuable either upon the exercise of stock options granted under the 2001 Stock Option Plan that were outstanding as of the effective date of such merger agreement or in accordance with the terms of the Director Deferred Compensation Plan, as applicable, in either case as provided in the respective plan of assumption for such plan.

Part I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

*** Item 1. Plan Information.**

*** Item 2. Registrant Information and Employee Plan Annual Information.**

* The information required by Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the 1933 Act and the Note to Part I of Form S-8.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), are incorporated in this Registration Statement by reference:

(1) The Registrant's Annual Report on Form 10-K for the year ended December 31, 2006, filed with the Commission on March 7, 2007.

(2) The Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, filed with the Commission on May 10, 2007.

(3) The Registrant's Current Reports on Form 8-K filed with the Commission on January 5, 2007, January 17, 2007, February 5, 2007, March 6, 2007, April 18, 2007, May 8, 2008, May 9, 2007, May 11, 2007, June 1, 2007, June 8, 2007 and July 6, 2007 (as amended by the Form 8-K/A filed on July 11, 2007), except that information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K, including the related exhibits, is not incorporated in this Registration Statement by reference.

(4) A description of the Registrant's common stock contained in its Form 8-A Registration Statement filed with the Commission on April 28, 2005, as amended by Amendment No. 1 to Form 8-A Registration Statement filed with the Commission on April 19, 2007, and including any other amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the 1934 Act prior to the filing by the Registrant of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statements so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interest of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's directors and officers may be indemnified under the Mississippi Business Corporation Act (the "MBCA") and the Registrant's Bylaws, each of which is more fully described below. The Registrant also maintains an insurance policy insuring the corporation and its directors and officers against certain liabilities.

Mississippi Business Corporation Act

The MBCA empowers a corporation to indemnify an individual who is a party to a proceeding because he is a director against liability incurred in the proceeding if:

- he conducted himself in good faith;
- he reasonably believed in the case of conduct in his official capacity, that his conduct was in the best interests of the corporation, and in all other cases, that his conduct was at least not opposed to the best interests of the corporation; and
- in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

A corporation may also indemnify an individual who engaged in conduct which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation as authorized by Section 79-4-2.02(b)(5) of the MBCA. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the relevant standard of conduct.

Unless ordered by a court under Section 79-4-8.54(a)(3) of the MBCA, a corporation may not indemnify a director:

- in connection with a proceeding by or in the right of the corporation except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under the MBCA; or
- in connection with any proceeding with respect to conduct for which he was adjudged liable on the basis that he received a financial benefit to which he was not entitled, whether or not involving action in his official capacity.

The MBCA further provides that a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Also, a corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because he is a director. The director must deliver to the corporation: (1) a written affirmation of his good faith belief that he has met the relevant standard of conduct described in the MBCA or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation as authorized by

the MBCA; and (2) his written undertaking to repay any funds advanced if he is not entitled to mandatory indemnification under the MBCA and it is ultimately determined under the MBCA that he has not met the relevant standard of conduct described in the MBCA. The undertaking required must be an unlimited general obligation of the director. It need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

A corporation may not indemnify a director as described above unless authorized by:

- the board of directors if there are two or more qualified directors, by a majority vote of all the qualified directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more qualified directors appointed by such a vote;
- special legal counsel selected in accordance with the MBCA; or
- the stockholders, but shares owned by or voted under the control of a director who at the time does not qualify as a qualified director may not be voted on the authorization.

A corporation may also indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because he is an officer to the same extent as for a director.

Renasant Bylaws

Article IX of the bylaws of the Registrant contains the following indemnification provision:

"SECTION 1. Right of Indemnity. Whenever any director or officer of the corporation is made a party to any proceeding, including any derivative action in the right of the corporation, the Indemnitee shall be indemnified against liability and reasonable expenses, including attorney's fees, incurred by the Indemnitee in connection with such proceeding, if the Indemnitee meets the requisite Standard of Conduct and such indemnification is not otherwise prohibited by the laws of the State of Mississippi or these Bylaws. For avoidance of doubt, an Indemnitee shall not be entitled to indemnification from the corporation under this Section 1 against any liability in a proceeding by the corporation (for purposes of this Section 1, a proceeding by the corporation shall not include derivative actions in the right of the corporation) against such Indemnitee.

"SECTION 2. Standard of Conduct. An Indemnitee meets the Standard of Conduct if the Indemnitee conducted himself or herself in good faith and reasonably believed that (1) any conduct in the Indemnitee's official capacity was in the best interests of the corporation, (2) in all other cases, the Indemnitee's conduct was at least not opposed to the best interests of the corporation, or (3) in any criminal proceeding, the Indemnitee had no reasonable cause to believe the Indemnitee's conduct was unlawful. An Indemnitee's conduct with respect to an employee benefit plan for a purpose the Indemnitee reasonably believes to be in the best interest of the participants in and beneficiaries of the plan is conduct that satisfies the Standard of Conduct.

"The determination as to whether an Indemnitee has met the Standard of Conduct set forth herein shall be made as follows but is subject to court review as provided in Section 4:

"A. if there are two or more disinterested directors, by the Board of Directors by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum), or by a majority of the members of a committee of two (2) or more disinterested directors appointed by such a vote; or

"B. by special legal counsel selected in the manner prescribed in Subsection A of this Section 2, or, if there are fewer than two (2) disinterested directors, selected by the Board of Directors (in which selection directors who do not qualify as disinterested directors may participate); or

"C. by the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

"SECTION 3. Prohibited Indemnification. Unless ordered by a court pursuant to Section 79-4-8.54(a)(3) of the Code, no indemnification shall be made in respect to any liability in connection with: (1) a proceeding in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the Indemnitee has met the relevant Standard of Conduct set out above; or (2) any proceeding with respect to conduct for which the Indemnitee was adjudged liable on the basis that the Indemnitee received a financial benefit to which the Indemnitee was not entitled, whether or not involving action in the Indemnitee's official capacity.

"SECTION 4. Court Ordered Advance of Expenses and Indemnification. An Indemnitee who is a party to a proceeding may apply to the court conducting the proceeding, or to another court of competent jurisdiction, for indemnification or an advance for expenses. After receipt of such an application, and after giving any notice it considers necessary, the court shall:

"A. order indemnification if the court determines that the Indemnitee is entitled to mandatory indemnification under Section 79-4-8.52 of the Code;

"B. order indemnification or advance for expenses if the court determines that the Indemnitee is entitled to indemnification or advance for expenses pursuant to Section 1 of this Article IX;

"C. order indemnification or advance for expenses, if the court determines that, in view of all the relevant circumstances, it is fair and reasonable to indemnify such Indemnitee or to advance expenses to such Indemnitee, even if such Indemnitee has not met the Standard of Conduct, failed to comply with Section 79-4-8.53 of the Code or was adjudged liable in a proceeding referred to in Subsection 79-4-8.51(d)(1) or (d)(2) of the Code, but if such Indemnitee was adjudged so liable his indemnification shall be limited to reasonable expenses incurred in connection with the proceeding.

"If the court determines that the Indemnitee is entitled to indemnification under Subsection A of this Section 4, or to indemnification or advance for expenses under Subsection

B of this Section 4, the court shall also order the corporation to pay the Indemnitee's reasonable expenses incurred in connection with obtaining court-ordered indemnification or advance for expenses. If the court determines that the Indemnitee is entitled to indemnification or advance for expenses under Subsection C of this Section 4, the court may also order the corporation to pay the Indemnitee's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

"SECTION 5. Mandatory Indemnification. Notwithstanding anything to the contrary in this Article IX, the corporation shall indemnify an Indemnitee who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Indemnitee was a party because the Indemnitee was a director or officer of the corporation against reasonable expenses incurred by the Indemnitee in connection with the proceeding.

"SECTION 6. Advance for Expenses. The corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by an Indemnitee who is a party to a proceeding (excluding a proceeding by the corporation. The exclusion shall not include derivative actions in the right of the corporation against an Indemnitee) if (1) the Indemnitee furnishes the corporation a written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the relevant Standard of Conduct for indemnification and (2) the Indemnitee furnishes the corporation a written undertaking to repay any funds advanced if the Indemnitee is not entitled to indemnification under Section 5 above and it is ultimately determined that the Indemnitee has not met the relevant Standard of Conduct. The written undertaking must be an unlimited general obligation of the Indemnitee but need not be secured and may be accepted without reference to the financial ability of the Indemnitee to make repayment.

"Authorization of an advance for expenses under this Section 6 shall be made as follows but is subject to court review as provided in Section 4:

"A. if there are two or more disinterested directors, by the Board of Directors by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum), or by a majority of the members of a committee of two (2) or more disinterested directors appointed by such a vote; or

"B. if there are fewer than two (2) disinterested directors, by the vote necessary for action by the board in accordance with Section 79-4-8.24(c) of the Code, in which authorization directors who do not qualify as disinterested directors may participate; or

"C. by the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the authorization. For avoidance of doubt, an Indemnitee shall not be entitled to an advance of funds to pay for the reasonable expenses incurred by a Indemnitee in a proceeding brought by the corporation against such Indemnitee.

"SECTION 7. Right of Corporation to Insure. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation,

or who, while a director or officer of the corporation, serves or served at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify or advance expenses to such person under the provisions of this Article or under the provisions of Mississippi law.

"SECTION 8. Limitations. All indemnification and insurance provisions contained in this Article IX are subject to the limitations and prohibitions imposed by federal law including, without limitation, the Securities Act of 1933, as amended, and the Federal Deposit Insurance Act, as amended, and any implementing regulations concerning indemnification.

"SECTION 9. Provision for Payment. The corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to insure the payment of such amounts as may be necessary to effect indemnification as provided in this Article IX.

"SECTION 10. Changes. No revocation of, change in, or adoption of any resolution or provision in the Articles of Incorporation or bylaws of the corporation inconsistent with this Article IX shall adversely affect the rights of any director or officer with respect to (1) any proceeding commenced or threatened prior to such revocation, change or adoption or (2) any proceeding arising out of any act or omission occurring prior to such revocation, change or adoption, in either case, without the written consent of such director or officer.

"SECTION 11. Severability. If any provision or provisions of this Article IX shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this Article IX (including, without limitation, each portion of any paragraph of this Article IX containing such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (2) to the fullest extent possible, the provisions of this Article IX (including, without limitation, each such portion of any paragraph of this Article IX containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

"SECTION 12. Employees and Agents. The corporation may grant rights to indemnification, and rights to be paid by the corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any present or former employee or agent of the corporation to the fullest extent of the provisions of this Article IX with respect to indemnification and advancement of expenses of directors and officers of the corporation.

"SECTION 13. Enforcement. The rights to indemnification and to the advancement or reimbursement of expenses conferred in this Article IX, as limited by Section 8 hereof, shall be contract rights. If a claim for indemnification or advancement or reimbursement of expenses pursuant to this Article IX is not paid in full by the corporation within 60 days after written

demand has been received by the corporation, except in the case of a claim for advancement or reimbursement of expenses, in which the applicable period shall be 20 days, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expenses of prosecuting and defending such suit. In (1) any suit brought by the Indemnitee to enforce the right to indemnification hereunder (or a suit brought by the Indemnitee to enforce a right to an advancement or reimbursement of expenses) it shall be a defense that, and (2) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met the relevant Standard of Conduct. Neither the failure of the corporation (including its board of directors or independent legal counsel) to have made determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the relevant Standard of Conduct set forth herein, nor an actual determination by the corporation (including its board of directors or independent legal counsel) that the Indemnitee has not met such Standard of Conduct, shall create a presumption that the Indemnitee has not met the relevant Standard of Conduct or, in case of a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement or reimbursement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement or reimbursement of expenses, under this Article IX or otherwise shall be on the corporation.

"SECTION 14. Non-exclusive Remedy. The rights to indemnification and to advancement or reimbursement of expenses conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

"SECTION 15. Definition of Terms. Unless otherwise specifically provided:

" 'Code' means the Mississippi Code of 1972, as amended.

" 'Director' or 'officer' means an individual who is or was a director or officer, respectively, of the corporation or who, while a director or officer of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, non-profit corporation, partnership, joint venture, trust, limited liability company, employee benefit plan or other entity. A director or officer is also considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. The term 'director' shall also include emeritus directors and advisory directors of the corporation, any person serving as a director, emeritus director or advisory director of Renasant Bank and any person serving as a member of a State board of Renasant Bank, including, without limitation, the Alabama State Board of Renasant Bank and the Tennessee State Board of Renasant Bank. 'Director' or 'officer' includes, unless

the context requires otherwise, the estate, heirs, legatees, devisees, executors, administrators and personal representatives of a director or officer. ‘Directors’ and ‘officers’ are sometimes referred to herein individually as an ‘Indemnitee’.

“ ‘Disinterested director’ means a director who, at the time of a vote referred to in this Article IX or a vote or selection referred to in this Article IX is not (1) a party to the proceeding or (2) an individual having a familial, financial, professional or employment relationship with the director or officer whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director’s judgment when voting on the decision being made.

“ ‘Expenses’ shall mean attorneys fees, court costs and investigative expenses.

“ ‘Liability’ means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), interest, other monetary obligations or reasonable expenses (as defined herein) incurred with respect to a proceeding.

“ ‘Official capacity’ means: (1) when used with respect to a director, the office of director in the corporation and (2) when used with respect to an officer, the office in the corporation held by an officer. ‘Official capacity’ does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan or other entity.

“ ‘Party’ means an individual who was, is, or is threatened to be made a defendant or responded in a proceeding.

“ ‘Proceeding’ means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

4.1	Agreement and Plan of Merger by and among Renasant Corporation, Renasant Bank, Capital Bancorp, Inc. and Capital Bank & Trust Company, dated as of February 5, 2007, as amended by Amendment Number One to Agreement and Plan of Merger dated March 2, 2007 (filed as exhibit 2.1 to the Registrant's Form 8-K filed with the Commission on February 5, 2007 and, as to Amendment Number One, filed as exhibit 2.1 to the Registrant's Form 8-K filed with the Commission on March 6, 2007, each of which is incorporated herein by reference). Pursuant to Item 601(b)(2) of Regulation S-K, the disclosure schedules to this agreement have been omitted from this filing. The Registrant agrees to furnish the Commission a copy of such schedules upon request.
4.2	Articles of Incorporation of Renasant Corporation, as amended (filed as exhibit 3.1 to the Registrant's Form 10-Q filed with the Commission on May 9, 2005 and incorporated herein by reference).
4.3	Restated Bylaws of Renasant Corporation, as amended (filed as exhibit 3.2 to the Registrant's Form 10-K filed with the Commission on March 7, 2007 and incorporated herein by reference).
5	Opinion of Phelps Dunbar LLP as to the legality of the securities being registered hereunder.
23.1	Consent of Horne LLP.
23.2	Consent of Ernst & Young LLP.
23.3	Consent of Phelps Dunbar LLP (included in Exhibit 5 hereto).
24.1	Power of Attorney (included in the signature pages hereto).
99.1	Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan.
99.2	Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the 1933 Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, However, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the 1934 Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tupelo, State of Mississippi, on the 5th day of June, 2007.

RENASANT CORPORATION

By: /s/ E. Robinson McGraw
E. Robinson McGraw, Chairman,
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears immediately below constitutes and appoints E. Robinson McGraw and Stuart R. Johnson, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including additional post-effective amendments) to this Registration Statement on Form S-8, and to file the same with all exhibits thereto, and all other documents in connection therewith and all instruments necessary, appropriate or advisable to enable Renasant Corporation to comply with the Securities Act of 1933, as amended, and other federal and state securities laws, in connection with each of the Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan, and the Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan, and to file any such documents or instruments with the Securities and Exchange Commission, and to do and perform each and every act and thing requisite and necessary to be done, as fully and for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below:

Signature	Title	Date
/s/ E. Robinson McGraw E. Robinson McGraw	President and Chief Executive Officer and Director (Principal Executive Officer)	June 5, 2007
/s/ Stuart R. Johnson Stuart R. Johnson	Chief Financial Officer (Principal Financial and Accounting Officer)	June 5, 2007

/s/ William M. Beasley William M. Beasley	Director	June 5, 2007
/s/ George H. Booth, II George H. Booth, II	Director	June 5, 2007
/s/ Frank B. Brooks Frank B. Brooks	Director	June 5, 2007
/s/ Francis J. Cianciola Francis J. Cianciola	Director	June 5, 2007
/s/ John M. Creekmore John M. Creekmore	Director	June 5, 2007
_____ Albert J. Dale, III	Director	_____, 2007
/s/ Marshall H. Dickerson Marshall H. Dickerson	Director	June 5, 2007
/s/ John T. Foy John T. Foy	Director	June 5, 2007
_____ R. Rick Hart	Director	_____, 2007
/s/ Richard L. Heyer, Jr. Richard L. Heyer, Jr.	Director	June 5, 2007
/s/ Neal A. Holland, Jr. Neal A. Holland, Jr.	Director	June 5, 2007

/s/ Harold B. Jeffreys Harold B. Jeffreys	Director	June 5, 2007
/s/ Jack C. Johnson Jack C. Johnson	Director	June 5, 2007
/s/ J. Niles McNeel J. Niles McNeel	Director	June 5, 2007
/s/ Theodore S. Moll Theodore S. Moll	Director	June 5, 2007
 Michael D. Shmerling	Director	_____, 2007
/s/ John W. Smith John W. Smith	Director	June 5, 2007
/s/ H. Joe Trulove H. Joe Trulove	Director	June 5, 2007
/s/ J. Larry Young J. Larry Young	Director	June 5, 2007

EXHIBIT INDEX

Exhibit Number	Document Description
4.1	Agreement and Plan of Merger by and among Renasant Corporation, Renasant Bank, Capital Bancorp, Inc. and Capital Bank & Trust Company, dated as of February 5, 2007, as amended by Amendment Number One to Agreement and Plan of Merger dated March 2, 2007 (filed as exhibit 2.1 to the Registrant's Form 8-K filed with the Commission on February 5, 2007 and, as to Amendment Number One, filed as exhibit 2.1 to the Registrant's Form 8-K filed with the Commission on March 6, 2007, each of which is incorporated herein by reference). Pursuant to Item 601(b)(2) of Regulation S-K, the disclosure schedules to this agreement have been omitted from this filing. The Registrant agrees to furnish the Commission a copy of such schedules upon request.
4.2	Articles of Incorporation of Renasant Corporation, as amended (filed as exhibit 3.1 to the Registrant's Form 10-Q filed with the Commission on May 9, 2005 and incorporated herein by reference).
4.3	Restated Bylaws of Renasant Corporation, as amended (filed as exhibit 3.2 to the Registrant's Form 10-K filed with the Commission on March 7, 2007 and incorporated herein by reference).
5	Opinion of Phelps Dunbar LLP as to the legality of the securities being registered hereunder.
23.1	Consent of Horne LLP.
23.2	Consent of Ernst & Young LLP.
23.3	Consent of Phelps Dunbar LLP (included in Exhibit 5 hereto).
24.1	Power of Attorney (included in the signature pages hereto).
99.1	Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan.
99.2	Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan.

EXHIBIT 5
EXHIBIT 23.3

PHELPS DUNBAR LLP
COUNSELORS AT LAW

New Orleans, LA
Baton Rouge, LA
Houston, TX
London, England

CANAL PLACE
365 CANAL STREET Ÿ SUITE 2000
NEW ORLEANS, LOUISIANA 70130-6534
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Jackson, MS
Tupelo, MS
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Tampa, FL

www.phelpsdunbar.com

July 17, 2007

Renasant Corporation
209 Troy Street
Tupelo, Mississippi 38804

Re: Renasant Corporation
Registration Statement on Form S-8
Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan
Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan

Ladies and Gentlemen:

We have acted as counsel to Renasant Corporation (the "Company") in connection with the preparation of the above-referenced Registration Statement on Form S-8 filed by the Company with the Securities and Exchange Commission (the "Commission"), with respect to the Company's assumption of certain stock options issued by Capital Bancorp, Inc. ("Capital") under its 2001 Stock Option Plan (the "Assumed Options") and certain deferred stock units credited under the Capital Directors Deferred Stock Compensation Plan (the "Assumed Units"), both as a condition of and in connection with the merger of Capital with and into the Company consummated on July 1, 2007, and the issuance of an aggregate of 265,000 shares of the Company's $5.00 par value common stock (the "Common Stock") upon the exercise of such Assumed Options or the distribution of such Assumed Units.

In so acting, we have examined and relied upon the original, or a photostatic or certified copy, of such records of the Company, certificates of officers of the Company and of public officials, and such other documents as we have deemed relevant and necessary as the basis for the opinion set forth below. In such examination, we have assumed the genuineness of all signatures appearing on all documents, the legal capacity of all persons signing such documents, the authenticity of all documents submitted to us as originals, the conformity to original

documents of all documents submitted to us as certified, conformed or photostatic copies, the accuracy and completeness of all corporate records made available to us by the Company, and the truth and accuracy of all facts set forth in all certificates provided to or examined by us.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that the shares of Common Stock to be issued upon the exercise of the Assumed Options have been duly authorized, and, when issued and paid for in accordance with the terms of such options, will be validly issued, fully paid and non-assessable, and that the shares of Common Stock to be issued upon the distribution of the Assumed Units have been duly authorized, and, when issued in accordance with the terms of the Company's Plan of Assumption, Capital Bancorp, Inc. Director Deferred Compensation Plan, will be validly issued, fully paid and non-assessable.

The foregoing opinions are limited to the laws of the State of Mississippi and the federal laws of the United States of America. We express no opinion as to matters governed by the laws of any other state. Furthermore, no opinion is expressed herein as to the effect of any future acts of the parties or changes in existing law. We undertake no responsibility to advise you of any changes after the date hereof in the law or the facts presently in effect that would alter the scope or substance of the opinions herein expressed.

This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinion set forth above.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us in the prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, and the General Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ PHELPS DUNBAR LLP

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

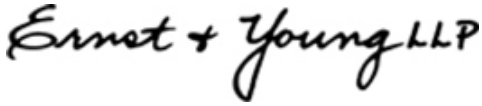
We consent to the incorporation by reference in this Registration Statement on Form S-8 of Renasant Corporation of our report dated March 5, 2007 relating to the consolidated financial statements, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting included in the Annual Report on Form 10-K of Renasant Corporation for the year ended December 31, 2006.

Jackson, Tennessee
July 18, 2007

EXHIBIT 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-00000) pertaining to the registration of 265,000 shares for the Plan of Assumption, Capital Bancorp, Inc. 2001 Stock Option Plan, and the Plan of Assumption, Capital Bancorp, Inc. Director Deferred Stock Compensation Plan, of our report dated March 3, 2005, with respect to the consolidated financial statements of Renasant Corporation (formerly, The Peoples Holding Company) included in its Annual Report (Form 10-K) for the year ended December 31, 2006, filed with the Securities and Exchange Commission.



Birmingham, Alabama
July 17, 2007

RENASANT CORPORATION

PLAN OF ASSUMPTION

CAPITAL BANCORP, INC. 2001 STOCK OPTION PLAN

THIS PLAN OF ASSUMPTION (the "Plan") was adopted by the Board of Directors of Renasant Corporation (the "Company") pursuant to Section 2.8 of the Agreement and Plan of Merger by and among the Company, Renasant Bank, Capital Bancorp, Inc. ("Capital") and Capital Bank & Trust Company dated February 5, 2007, as amended (the "Merger Agreement"), under which the Company agreed to assume the obligations of Capital with respect to certain options issued and outstanding under the Capital Bancorp, Inc. 2001 Stock Option Plan, which plan was first adopted and effective as of March 5, 2001 (the "Predecessor Plan").

1. Effectiveness:

This Plan and the actions contemplated hereby shall be effective as of the Effective Time (as defined in the Merger Agreement). If the mergers contemplated by the Merger Agreement are not consummated pursuant thereto, this Plan shall be of no force or effect.

2. Administration:

This Plan shall be administered by the Compensation Committee of the Board of Directors of the Company (the "Committee"), which shall possess the power and authority granted under Article 6 of the Predecessor Plan, subject to the limitations set forth herein. Without the requirement of additional action, the Committee shall be deemed to have delegated the following administrative duties to the appropriate officers or employees of the Company:

a. The preparation and issuance of documents evidencing the Assumed Options (as defined below); and

b. The authority to receive notice of exercise of an Assumed Option, to issue shares of Common Stock (as defined below) with respect thereto, and to withhold such taxes as may be necessary or appropriate in connection therewith.

The Committee may, from time to time, delegate to the appropriate officers of the Company and its affiliates such additional administrative duties as it may deem necessary or appropriate, such delegation to be made orally or in writing.

3. Shares Reserved For Issuance:

3.1 Number and Type of Shares. Subject to adjustment as provided in Section 3.2 hereof, the maximum number of shares of the Company's $5.00 par value voting common stock (the "Common Stock") that may be issued in connection with the exercise of the Assumed Options shall not exceed 260,000 shares. Common Stock issued hereunder may be authorized and unissued shares, issued shares held as treasury shares or shares acquired on the open market or through private purchase.

3.2 Adjustment. In the event of any merger, consolidation or reorganization of the Company, there shall be substituted for each share of Common Stock then subject to this Plan the number and kind of shares of stock or other securities to which the holders of Common Stock are entitled in such transaction.

In the event of any recapitalization, stock dividend, stock split, combination of shares or other change in the number of shares of Common Stock then outstanding for which the Company does not receive consideration, the number of shares of Common Stock then subject to the Plan shall be adjusted in proportion to the change in outstanding shares of Common Stock. In the event of any such substitution or adjustment, the exercise price of any Assumed Option and the shares of Common Stock issuable pursuant to any Assumed Option shall be adjusted to the extent necessary to prevent the dilution or enlargement of any Assumed Option.

4. Assumed Option Grants:

4.1 Number. Options granted under this Plan shall be those outstanding as of June 30, 2007, under the terms of the Predecessor Plan, all of which are intended to be incentive stock options, or "ISOs," within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") (the "Assumed Options"), as more fully described on Exhibit A hereto.

Subject to adjustment as provided in Section 3.2 hereof, no additional options shall be granted under the Predecessor Plan or this Plan.

4.2 Terms. Except as expressly provided herein, the terms and conditions applicable to the Assumed Options and the exercise thereof shall be those set forth under the terms of the Predecessor Plan, including the terms of any individual agreement evidencing a specific grant made thereunder. In addition to such other modifications set forth herein:

a. The shares subject to the Assumed Options shall be Common Stock;

b. The exercise price and the number of shares subject to each of the Assumed Options shall be adjusted as set forth in Section 2.8 of the Merger Agreement, subject to any adjustment necessary under Treas. Reg. §1.424-1(a)(5)(iii), and except that the number of shares of Common Stock to be issued upon the exercise of an Assumed Option shall be rounded down to the nearest whole integer and cash shall be issued in lieu of a fractional share; and

c. With the exception of the Assumed Options set forth on Exhibit B hereto (the "Excluded Options"), all Assumed Options shall be deemed fully vested and immediately exercisable as provided under Section 5 of the form of individual agreement evidencing the grants made under the Predecessor Plan on account of the occurrence of a "change in control" as defined therein (or substantially equivalent provision). The Excluded Options shall vest and be exercisable in

accordance with the terms set forth in the individual agreements related thereto, as modified by the terms of those certain Supplemental Agreements entered into in accordance with Section 6.1(k) of the Merger Agreement, providing, among other things, that the merger of Capital with and into the Company shall not be deemed to constitute a "change in control" under such agreements.

5. General Provisions:

5.1 Amendment and Termination. The Committee shall possess the authority to amend the terms of this Plan and the Assumed Options hereunder; provided, however, that (a) no such amendment shall materially impair any Assumed Option without the prior written consent of each affected individual, and (b) any such amendment shall be approved by the Company's shareholders if such approval is required under applicable Federal or state law or the rules of any exchange or listing organization on which Common Stock is quoted or exchanged.

This Plan, including the Predecessor Plan, shall be deemed terminated when all of the Assumed Options have been exercised in accordance with their terms, expired or otherwise cancelled or forfeited.

5.2 Withholding. The Company shall have the right to collect as a condition of the issuance of Common Stock hereunder any taxes required by law to be withheld.

5.3 Additional Legal Requirements; Legends. The obligation of the Company to deliver Common Stock hereunder shall be subject to all applicable laws, regulations, rules and approvals deemed necessary or appropriate by the Committee. Certificates for shares of Common Stock issued hereunder may be legended as the Committee shall deem appropriate.

5.4 Fractional Shares. No fractional share of Common Stock shall be issued or delivered pursuant to the Plan or any Assumed Option hereunder.

5.5 Governing Law. The validity, construction and effect of this Plan and any Assumed Option hereunder shall be determined in accordance with the laws of the State of Mississippi.

5.6 Construction. The Plan is intended to constitute the assumption of the Predecessor Plan in accordance with the terms of the Merger Agreement and, except as expressly provided herein, is not intended to enlarge or otherwise modify the rights of any person under the Predecessor Plan, including any form or ancillary document related thereto. Further, this Plan and the Assumed Options hereunder are not intended to provide for a deferral of compensation within the meaning of Code Section 409A and the regulations or other guidance promulgated thereunder. This Plan and any action taken by the Committee or any person in connection with the Plan shall be interpreted and construed in a manner consistent with the provisions of this Section 5.6.

THIS PLAN was approved by the Board of Directors of Renasant Corporation on June 5, 2007.

Renasant Corporation

/s/ Stuart R. Johnson

Stuart R. Johnson
Executive Vice President and
Chief Financial Officer

EXHIBIT A

PLAN OF ASSUMPTION

CAPITAL BANCORP, INC. 2001 STOCK OPTION PLAN

NAME	TYPE OF OPTION	GRANT DATE	NUMBER OF CAPITAL OPTIONS	OPTION PRICE PER SHARE	NUMBER OF COMPANY OPTIONS[1][2]	COMPANY PRICE PER SHARE[1]
Samuel E. Allen	ISO	4/14/04	1,600	$ 12.375	2,025.44	$ 9.78
Samuel E. Allen	ISO	4/18/05	1,400	$ 19.00	1,772.26	$ 15.01
George R. Archer	ISO	7/18/06	2,000	$ 19.75	2,531.8	$ 15.61
Henri Etta Burton	ISO	9/27/04	750	$ 19.50	949.425	$ 15.41
Henri Etta Burton	ISO	4/18/05	250	$ 19.00	316.475	$ 15.01
Kevin D. Busbey	ISO	8/4/04	2,000	$ 15.25	2,531.8	$ 12.05
Kevin D. Busbey	ISO	10/31/06	1,125	$ 22.75	1,424.138	$ 17.98
Joseph Carson	ISO	1/18/05	3,000	$ 21.25	3,797.7	$ 16.79
LuAllen Foutch	ISO	8/22/06	2,000	$ 20.75	2,531.8	$ 16.40
Jim Gardner	ISO	4/1/05	2,500	$ 20.00	3,164.75	$ 15.80
John W. Gregory, Jr.	ISO	3/15/02	16,334	$ 6.375	20,677.211	$ 5.04
John W. Gregory, Jr.	ISO	2/3/04	10,000	$ 11.325	12,659	$ 8.95
John W. Gregory, Jr.	ISO	2/3/04	10,000	$ 11.325	12,659	$ 8.95
John W. Gregory, Jr.	ISO	4/18/04	1,500	$ 12.875	1,898.85	$ 10.18
John W. Gregory, Jr.	ISO	5/31/06	6,500	$ 19.25	8,228.35	$ 15.21
Bruce Hammond	ISO	4/28/06	2,000	$ 19.50	2,531.8	$ 15.41
Clay Hart	ISO	9/27/04	750	$ 19.50	949.425	$ 15.41
Clay Hart	ISO	10/12/05	500	$ 19.55	632.95	$ 15.45
R. Rick Hart	ISO	2/3/04	10,000	$ 11.325	12,659	$ 8.95
R. Rick Hart	ISO	2/3/04	10,000	$ 11.325	12,659	$ 8.95
R. Rick Hart	ISO	5/31/06	11,000	$ 19.25	13,924.9	$ 15.21
Gary Hollandsworth	ISO	4/18/05	2,500	$ 19.00	3,164.75	$ 15.01
Gary Hollandsworth	ISO	12/1/03	5,000	$ 9.95	6,329.5	$ 7.87
Gary Hollandsworth	ISO	7/23/04	5,000	$ 14.75	6,329.5	$ 11.66

NAME	TYPE OF OPTION	GRANT DATE	NUMBER OF CAPITAL OPTIONS	OPTION PRICE PER SHARE	NUMBER OF COMPANY OPTIONS[1][2]	COMPANY PRICE PER SHARE[1]
Gary Hollandsworth	ISO	3/27/06	3,000	$ 18.20	3,797.7	$ 14.38
Stratton Huggins	ISO	4/18/05	170	$ 19.00	215.203	$ 15.01
Jeffrey A. Irwin	ISO	3/15/02	10,000	$ 6.375	12,659	$ 5.04
Jeffrey A. Irwin	ISO	3/15/02	1,000	$ 6.375	1,265.9	$ 5.04
Jeffrey A. Irwin	ISO	6/30/03	1,000	$ 10.50	1,265.9	$ 8.30
Jeffrey A. Irwin	ISO	3/15/06	500	$ 19.00	632.95	$ 15.01
Jean Johnson	ISO	6/10/04	2,000	$ 14.50	2,531.8	$ 11.46
Jean Johnson	ISO	1/20/05	3,000	$ 20.50	3,797.7	$ 16.20
Jean Johnson	ISO	6/1/06	750	$ 19.25	949.425	$ 15.21
Ralph Johnson, Jr.	ISO	12/13/05	667	$ 19.10	844.355	$ 15.09
Sally P. Kimble	ISO	5/31/06	4,500	$ 19.25	5,696.55	$ 15.21
Diane LeBlanc	ISO	12/31/03	1,000	$ 10.125	1,265.9	$ 8.00
Diane LeBlanc	ISO	9/27/04	1,250	$ 19.50	1,582.375	$ 15.41
Diane LeBlanc	ISO	4/18/05	750	$ 19.00	949.425	$ 15.01
Jason McClimans	ISO	9/15/02	1,000	$ 7.65	1,265.9	$ 6.05
Jason McClimans	ISO	4/14/04	3,000	$ 12.375	3,797.7	$ 9.78
Jason McClimans	ISO	9/6/05	1,500	$ 19.10	1,898.85	$ 15.09
Jason McClimans	ISO	3/27/06	2,500	$ 18.20	3,164.75	$ 14.38
Robert Neill Milam	ISO	1/19/04	1,000	$ 10.625	1,265.9	$ 8.40
Robert Neill Milam	ISO	4/14/04	1,500	$ 12.375	1,898.85	$ 9.78
Elizabeth Nohsey	ISO	4/18/05	500	$ 19.00	632.95	$ 15.01
Daniel Ramer	ISO	4/18/05	500	$ 19.00	632.95	$ 15.01
Daniel Ramer	ISO	10/12/05	166	$ 19.55	210.139	$ 15.45
Edward Spurlock, III	ISO	10/1/02	3,000	$ 8.00	3,797.7	$ 6.32
Edward Spurlock, III	ISO	4/14/04	3,000	$ 12.375	3,797.7	$ 9.78
Edward Spurlock, III	ISO	1/20/05	3,000	$ 20.50	3,797.7	$ 16.20
Milton Wickles	ISO	2/10/05	670	$ 21.30	848.153	$ 16.83
Milton Wickles	ISO	4/18/05	830	$ 19.00	1,050.697	$ 15.01

NAME	TYPE OF OPTION	GRANT DATE	NUMBER OF CAPITAL OPTIONS	OPTION PRICE PER SHARE	NUMBER OF COMPANY OPTIONS[1][2]	COMPANY PRICE PER SHARE[1]
Daniel Wilson	ISO	3/15/06	500	$ 19.00	632.95	$ 15.01
Mary Bennie Wilson	ISO	1/18/05	5,000	$ 21.25	6,329.5	$ 16.79
Mary Bennie Wilson	ISO	4/28/06	2,000	$ 19.50	2,531.8	$ 15.41
Fred K. Wyatt, Jr.	ISO	3/15/02	4,000	$ 6.375	5,063.6	$ 5.04
Fred K. Wyatt, Jr.	ISO	7/23/04	3,000	$ 14.75	3,797.7	$ 11.66
Fred K. Wyatt, Jr.	ISO	4/10/07	750	$ 32.90	949.425	$ 25.99
Fred K. Wyatt, Jr.	ISO	4/18/05	3,000	$ 19.00	3,797.7	$ 15.01

(1) Exchange ratio of 1.2659 shares of Common Stock for each share of Capital stock, rounded after three decimal places, with respect to the number of Company options, and up to the nearest cent, with respect to the Company price per share.

(2) The number of Company options set forth in this column shall be adjusted to reflect any exercises, cancellations or forfeitures of Capital options subsequent to the date of this Plan.

EXHIBIT B

EXCLUDED OPTIONS

NAME	TYPE OF OPTION	GRANT DATE	NUMBER OF CAPITAL OPTIONS	OPTION PRICE PER SHARE	NUMBER OF COMPANY OPTIONS[1][2]	COMPANY PRICE PER SHARE[1]
R. Rick Hart	ISO	5/31/06	9,350	$ 19.25	11,836.165	$ 15.21
John W. Gregory, Jr.	ISO	5/31/06	4,850	$ 19.25	6,139.615	$ 15.21

(1) Exchange ratio of 1.2659 shares of Common Stock for each share of Capital stock, rounded after three decimal places, with respect to the number of Company options, and up to the nearest cent, with respect to the Company price per share.

(2) The number of Company options set forth in this column shall be adjusted to reflect any exercises, cancellations or forfeitures of Capital options subsequent to the date of this Plan.

RENASANT CORPORATION

PLAN OF ASSUMPTION
CAPITAL BANCORP, INC.
DIRECTOR DEFERRED STOCK COMPENSATION PLAN

THIS PLAN OF ASSUMPTION (the "Plan") was adopted by the Board of Directors of Renasant Corporation (the "Company") pursuant to that certain Agreement and Plan of Merger between the Company, Renasant Bank, Capital Bancorp, Inc. ("Capital") and Capital Bank & Trust Company, such agreement dated February 5, 2007 (as amended, the "Merger Agreement"), under which the Company has determined to assume the rights and obligations of Capital under the Capital Bancorp, Inc. Director Deferred Stock Compensation Plan, which plan was first adopted and effective as of December 20, 2006 (the "Predecessor Plan"), including any individual agreement issued thereunder.

1. Administration:

This Plan shall be administered by the Compensation Committee of the Board of Directors of the Company (the "Committee"), who shall possess the power and authority granted under Section 8 of the Predecessor Plan, subject to the limitations set forth herein.

Without the requirement of additional action, the Committee shall be deemed to have delegated the following administrative duties to the appropriate officers or employees of the Company: (a) the preparation and issuance of such documents, if any, as may be necessary to evidence the Assumed Accounts (as defined below) and the units credited thereunder, and (b) the authority to issue shares of Common Stock (as defined below) in connection with the distribution of units credited to such Assumed Accounts. The Committee may, from time to time, delegate to the appropriate officers and employees of the Company such additional administrative duties as they may deem necessary or appropriate, such delegation to be made orally or in writing.

2. Shares of Common Stock Reserved For Issuance:

2.1 Number and Type of Shares. Subject to adjustment as provided in Section 2.2 hereof, the number of shares of the Company's $5.00 par value voting common stock (the "Common Stock") that may be issued hereunder shall not exceed 5,000 shares. Common Stock issued hereunder may be authorized and unissued shares, issued shares held as treasury shares or shares acquired on the open market or through private purchase.

2.2 Adjustment. In the event of a merger, consolidation or reorganization of the Company, there shall be substituted for each share of Common Stock then subject to this Plan the number and kind of shares of stock or other securities to which the holders of Common Stock are entitled in such transaction. In the event of any recapitalization, stock dividend, stock split, combination of shares or other change in the number of shares of Common Stock then outstanding for which the Company does not receive consideration, the number of shares of Common Stock then subject to the Plan shall be adjusted in proportion to the change in outstanding shares of Common Stock. In the event of any such event, the units credited to any Assumed Account and the shares of Common Stock issuable upon the distribution thereof shall be adjusted to the extent necessary to prevent the dilution or enlargement of such unit.

3. Assumed Accounts:

3.1 Definitions. The term "Assumed Account" shall mean a bookkeeping account credited with units representing the right to receive shares of Common Stock, the terms and conditions of which shall be determined in accordance with the terms of the Predecessor Plan, subject to modification as provided herein. The term "Participant" shall mean those individuals for whom an Assumed Account is maintained hereunder.

3.2 Number of Units. The number of units credited to each Participant's Assumed Account under this Plan shall be those units credited to bookkeeping accounts of such individuals under the Predecessor Plan, determined as of June 30, 2007, as adjusted pursuant to Section 3.3 below and as more fully described on Exhibit A hereto. No additional Assumed Accounts shall be established hereunder. Subject to adjustment as provided in Section 2.2 hereof and except as to units representing dividend equivalents, no additional units or other rights to acquire Common Stock shall be credited to Assumed Accounts hereunder.

3.3 Terms. Except as expressly provided herein, the terms and conditions applicable to the Assumed Accounts and all matters incident thereto shall be those set forth under the terms of the Predecessor Plan, except that:

a. The shares issuable upon the distribution of Assumed Accounts shall be Common Stock;

b. The number of units credited to Assumed Accounts shall be adjusted as set forth in Section 2.1(a)(i) of the Merger Agreement, as if each Participant hereunder elected to receive Stock Consideration (as defined in such Merger Agreement) with respect to the units credited to such Participant's Assumed Account, subject to any adjustment necessary under Treas. Reg. §1.424-1(a)(5)(iii), and except that the number of shares of Common Stock to be issued upon the distribution of an Assumed Account shall be rounded down to the nearest whole integer and cash shall be issued in lieu of a fractional share.

c. As of each of the Company's dividend payment dates, each Assumed Account shall be credited with the number of units determined by dividing (i) the product of the number of units credited to each such account as of the Company's dividend record date, multiplied by the per share cash dividend payable as of the corresponding dividend payment date, by (ii) the closing sales price of a share of common stock on such dividend payment date.

3.4 Distribution.

At the Effective Time, a Termination of Director Service (as defined in the Predecessor Plan) shall be deemed to have occurred with respect to each Participant hereunder. As a result of

such Termination of Director Service, the Assumed Accounts of each Participant shall be distributed in accordance with the provisions of Article 6 of the Predecessor Plan and each Participant's deferral election thereunder, on January 1, 2008, or the first business day thereafter.

4. General Provisions:

4.1 Effective Date. This Plan and the actions contemplated hereby shall be effective as of the Effective Time. If the mergers contemplated by the Merger Agreement are not consummated pursuant thereto, this Plan shall be of no force or effect.

4.2 Amendment and Termination. The Committee shall possess the authority to amend the terms of this Plan and the Assumed Accounts; provided, however, that (a) no such amendment shall materially impair any such Assumed Account without the prior written consent of each affected Participant, and (b) any such amendment shall be approved by the Company's shareholders if such approval is required under applicable Federal or state law or the rules of any exchange or listing organization on which Common Stock is quoted or exchanged. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit, without the consent of any person, the amendment of this Plan or the Predecessor Plan to the extent necessary or appropriate to ensure that such plans are in compliance with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended.

This Plan shall terminate as of the date on which units credited to Assumed Accounts herein shall have been distributed in the form of Common Stock, unless earlier terminated by action of the Board of Directors of the Company, subject to any limitations set forth in the Predecessor Plan.

4.3 Withholding. The Company shall have the right to withhold from any payment made under the Plan or to collect as a condition of any such payment, any taxes required by law to be withheld.

4.4 Additional Legal Requirements; Legends. The obligation of the Company to deliver Common Stock hereunder shall be subject to all applicable laws, regulations, rules and approvals deemed necessary or appropriate by the Committee. Certificates for shares of Common Stock issued hereunder may be legended as the Committee shall deem appropriate.

4.5 Fractional Shares. No fractional share of Common Stock shall be issued or delivered pursuant to the Plan or any units credited to an Assumed Account hereunder.

4.6 Governing Law. The validity, construction and effect of this Plan and any Assumed Account hereunder shall be determined in accordance with the laws of the State of Mississippi.

4.7 Construction. The Plan is intended to constitute the assumption of the Predecessor Plan in accordance with the terms of the Merger Agreement and, except as expressly provided herein, is not intended to enlarge, restrict or otherwise modify the rights of any person under the Predecessor Plan, including any form or ancillary document related thereto. This Plan and any action taken by the Committee or any person in connection with the Plan shall be interpreted and construed in a manner consistent with the provisions of this Section 4.7.

4.8 Transfer. Nothing contained herein shall prevent the transfer of the Assumed Accounts attributable to the Continuing Persons to the Renasant Corporation Deferred Stock Unit Plan for the purpose of facilitating the administration thereof. Such transfer, if any, shall not be deemed to otherwise modify this Plan or the Predecessor Plan, including the terms and conditions governing the distribution of such accounts.

4.9 Status. Notwithstanding any provision of this Plan or the Predecessor Plan to the contrary, the Assumed Accounts established hereunder shall be bookkeeping entries only; nothing contained herein shall be deemed to give any person a right or claim against any asset of the Company and the status of each director for whom an Assumed Account is established hereunder shall be that of an unsecured, general creditor of the Company with respect to such account.

THIS PLAN was approved by the Board of Directors of Renasant Corporation on June 5, 2007.

Renasant Corporation

/s/ Stuart R. Johnson
Stuart R. Johnson
Executive Vice President and
Chief Financial Officer

EXHIBIT A

PLAN OF ASSUMPTION

CAPITAL BANCORP, INC.
DIRECTOR DEFERRED STOCK COMPENSATION PLAN

NAME	CAPITAL STOCK UNITS CREDITED TO ASSUMED ACCOUNTS	COMPANY STOCK UNITS CREDITED TO ASSUMED ACCOUNTS UPON CONVERSION[1]
Robert P. Alexander, Sr.	284.85	360.592
Clenna G. Ashley	224.24	283.865
Robert W. Doyle	248.49	314.564
H. Edward Jackson, III	242.43	306.892
H. Newton Lovorn, Jr., M.D.	309.09	391.277

(1) Exchange ratio of 1.2659 shares of Common Stock for each share of Capital stock, rounded after three decimal places.