

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

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W.E. DAVIS CH. CLK.

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST is executed on this, the 29th day of June, 1998, by and between THOMAS C. JONES ("Assignor"), T.C.J. II, L.P., a Mississippi limited partnership (the "Partnership"), and CHARLES JONES, as General Partner of the Partnership.

RECITALS

WHEREAS, the Assignor is a Limited Partner of the Partnership; and

WHEREAS, the Partnership was created for a number of reasons including to facilitate the gifting of assets and to provide protection of funds; and

WHEREAS, this document effectuates such transfers.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Gifts by Assignor to Charity. Assignor does hereby transfer unto FRIENDSHIP BAPTIST CHURCH, GRENADA, MISSISSIPPI, a one percent (1%) limited partnership interest in the Partnership.

2. Gifts by Assignor. Assignor does hereby transfer unto the following persons the following limited partnership interests in the Partnership:

(a) CHRIS JONES WINNINGHAM, twenty-eight percent (28%), outright;

(b) LIBBY CAROL JONES, twenty-eight percent (28%), outright; and

(c) CHARLES JONES as Trustee of the THOMAS C. JONES IRREVOCABLE TRUST, dated June 29, 1998, for the benefit of THOMAS ANTHONY JONES, twenty-eight percent (28%); and

(d) ELIZABETH DALE POOLE, fourteen percent (14%), and

(e) FRIENDSHIP BAPTIST CHURCH, GRENADA, MISSISSIPPI, one percent (1%).

After the above transfers, the Assignor shall hold no interest in the Partnership.

3. Effective Date of Gift. In computing the dollar amount of property, the values used as of the date of this gift shall be used. The gift shall be effective July 30, 1998.
4. Present Interest. The parties agree that the interests transferred constitute present interests in the context of the use of the annual gift tax exclusion under the Code.
5. Approvals. Assignor has received any necessary approvals to effectuate this Assignment. The assignments herein are approved by each of the undersigned.
6. Evidence. Any third party may rely upon this document as evidence of the ownership of the limited partnership interest conveyed.
7. Notices. All notices, requests, demands, and other communications hereunder shall be in writing, and shall be effective when physically delivered or when deposited in the United States Postal Service, certified mail, return receipt requested, postage prepaid and addressed to the applicable party.
8. Disputes. In the event any dispute arises over the terms, conditions and performance of this Assignment, and if either party is compelled to file litigation to enforce the same, in addition to any other provision in this Assignment, the prevailing party shall furthermore be entitled to reasonable attorney's fees and interest on any amounts due at the rate of twelve percent (12 %) per annum, or the highest rate permissible by state law, whichever is lower, interest running from the date of judicial order until paid. No prejudgment interest shall be allowed under this Assignment.
9. Succession. This Assignment shall inure to the benefit of and be binding upon the parties hereto and upon their successors in interest of any kind whatsoever.
10. Assignment. Neither party shall assign any rights or delegate any duties under this Assignment, or renewal thereof, and any such attempted assignment or delegation shall not vest in the assignee or delegate any right, interest, duty or obligation under this Assignment or any renewal thereof.
11. Modification. This Assignment, or renewal thereof, shall not be altered, amended, or modified except by a writing signed by both parties to this Assignment.

12. Partial Invalidity. If any part of this Assignment is held invalid for any reason, all other provisions of this Assignment shall, however, remain in full force and effect.

13. Bargained for Exchange. It is agreed by the parties that the parties have read every paragraph of this Assignment and understand the same and that each and every paragraph herein was specifically bargained and negotiated for between the parties.

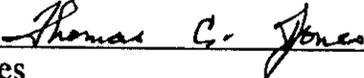
14. Governing Law. This Assignment shall be governed by the laws of the State of Mississippi.

15. Execution. This Assignment may be executed by separate signature pages.

16. Acceptance. Each undersigned acknowledges the Assignment of Limited Partnership Interests, whereby THOMAS C. JONES transferred various interests in T.C.J. II, L.P., a Mississippi limited partnership, and each undersigned accepts the transfer of the foregoing limited partnership interests and hereby ratifies, accepts, adopts, approves, and agrees to abide by the Partnership Agreement and Certificate of Limited Partnership of T.C.J. II, L.P., a Mississippi limited partnership, and to execute such amendments to the Limited Partnership Agreement and Certificate of Limited Partnership of T.C.J. II, L.P., as are necessary to consummate the transfer of said limited partnership interests.

17. Definitions. The term "Code" means the Internal Revenue Code of 1986, as amended. The term "Family" means the descendants, spouse and spouses of the descendants of a named person. Assignees shall mean the person receiving property under this Agreement but excluding the Assignors.

The parties have executed this Assignment.



Thomas C. Jones

ASSIGNOR

T.C.J. II, L.P.

By: Charles Jones
Charles Jones, General Partner

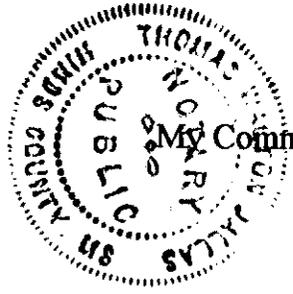
STATE OF MISSISSIPPI

COUNTY OF DESOUD

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, THOMAS C. JONES, who acknowledged that such person executed the above and foregoing assignment on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of June, 1998.

T. Walton Dallas
Notary Public



My Commission Expires AUGUST 20, 2001