

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST AND STOCK

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST AND STOCK is executed on this, the 29th day of June, 1998, by and between THOMAS C. JONES ("Assignor"), T.C.J., Inc., a Mississippi corporation (the "Corporation"), and T.C.J. I, L.P., a Mississippi limited partnership (the "Partnership").

RECITALS

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

WHEREAS, the Partnership was created for a number of reasons including to facilitate the gifting of assets and to conduct the business of the Partnership; 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 of Stock by Assignor to Charity. Assignor does hereby transfer unto FRIENDSHIP BAPTIST CHURCH, GRENADA, MISSISSIPPI ten percent (10%) of the shares of stock of the Corporation.

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

3. Gifts of Stock by Assignor. Assignor does hereby transfer shares of stock of the Corporation as designated by percentages:

(a) CHRIS JONES WINNINGHAM, twenty percent (20%), outright;

(b) LIBBY CAROL JONES, twenty percent (20%), outright; and

STATE OF MISSISSIPPI
 COUNTY OF DECATUR

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(c) CHARLES JONES as Trustee of the THOMAS C. JONES IRREVOCABLE TRUST, dated June 29, 1998, for the benefit of THOMAS ANTHONY JONES, twenty percent (20%), outright.

The transfers in this paragraph shall constitute sixty percent (60%) of the stock of the Corporation.

4. Gifts of Limited Partnership Interests by Assignor. Assignor does hereby transfer unto the following persons:

(a) CHRIS JONES WINNINGHAM, outright;

(b) LIBBY CAROL JONES, 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,

limited partnership interests in the Partnership to the extent that the value of such interest transferred, when added to the value of all other prior taxable gifts by Assignor to each of the persons or beneficiaries of such trust, having withdrawal rights thereunder, will equal the amount of the annual federal gift tax exclusion, presently in the amount of Ten Thousand Dollars (\$10,000), as if the interests had been transferred directly to each of such persons. For example, if there are three of such beneficiaries and no prior gifts in this calendar year, the amount would be Thirty Thousand Dollars (\$30,000).

5. Limitation of Gifts. Notwithstanding any other provision herein, no transfer shall be made that would generate the payment of gift or estate tax under the Code taking into account the credits provided under Section 2010 of the Code and the state death tax credit allowable under Section 2011 of the Code.

6. 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 31, 1998.

7. 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.

8. Approvals. Assignor has received any necessary approvals to effectuate this Assignment. The assignments herein are approved by each of the undersigned.
9. Evidence. Any third party may rely upon this document as evidence of the ownership of the limited partnership interest conveyed.
10. 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.
11. 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.
12. 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.
13. 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.
14. Modification. This Assignment, or renewal thereof, shall not be altered, amended, or modified except by a writing signed by both parties to this Assignment.
15. 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.
16. 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.
17. Governing Law. This Assignment shall be governed by the laws of the State of Mississippi.

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

19. Acceptance. Each undersigned acknowledges this Assignment and each undersigned accepts the transfer of the foregoing interests and hereby ratifies, accepts, adopts, approves, and agrees to abide by the Partnership Agreement and Certificate of Limited Partnership of T.C.J. I, 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. I, L.P., as are necessary to consummate the transfer of said limited partnership interests.

20. 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
Thomas C. Jones
ASSIGNOR

T.C.J. I, L.P.

By: T.C.J., INC., General Partner

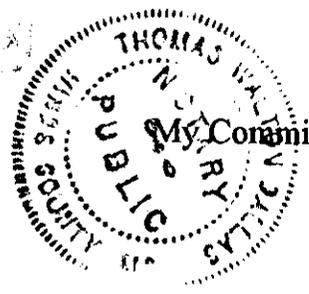
By: Thomas C. Jones
Thomas C. Jones, President

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: MY COMMISSION EXPIRES AUGUST 20, 2001

PREPARED BY:
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