

DEC 1 10 36 AM '98

## 1998 ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

BK 79 PG 378  
W.E. DAVIS CH. CLK.

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST is executed on this, the 8th day of October, 1998, by and between GEOFFREY G. HAMBACH as Trustee of the ALDEN C. ANDREWS REVOCABLE TRUST and GEOFFREY G. HAMBACH as Trustee of the VIRGINIA R. ANDREWS REVOCABLE TRUST ("Revocable Trust" or "Revocable Trusts"), ALDEN C. ANDREWS and VIRGINIA R. ANDREWS ("Assignors"), Center Hill, Inc., a Mississippi corporation (the "Corporation"), and Center Hill I, L.P., a Mississippi limited partnership (the "Partnership").

## RECITALS

WHEREAS, the Revocable Trusts are Limited Partners in the Partnership; and

WHEREAS, the Assignors are Creators of the Revocable Trusts with the right to make withdrawals from the Revocable Trusts at anytime for any reason; and

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

WHEREAS, this document effectuates such transfer.

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. Transfers between Revocable Trusts. The Revocable Trusts transfer to each other limited partnership interests in the Partnership so they will own equal amounts of limited partnership interests in the Partnership.
2. Transfers from Revocable Trusts to Assignors. Each Revocable Trust transfers to each Assignor, who is the Creator of such Revocable Trust, limited partnership interests in the Partnership necessary to fund the transfers described below.
3. Gifts by Alden C. Andrews. Alden C. Andrews does hereby transfer unto the following persons:

DARCY A. JOYNER  
GEOFFREY G. HAMBACH  
RICHARD T. HAMBACH  
DEBORAH J. HAMBACH

limited partnership interests in the Partnership to the extent that the value of all other prior taxable gifts by such Assignor to each of such persons in this calendar year, will equal the amount of the annual federal gift tax exclusion, presently in the amount of Ten Thousand Dollars (\$10,000).

4. Gifts by Assignors. Each Assignor does hereby transfer unto the trustee of the following trust:

GEOFFREY G. HAMBACH as Trustee of the ALDEN C. ANDREWS  
IRREVOCABLE TRUST, dated July 25, 1997,

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 such Assignor to each of such persons:

ROBERT WAYNE JOYNER;  
ALDEN CONNER JOYNER;  
GREER ALEXIS JOYNER;  
SANDRA K. SMITH HAMBACH;  
SCOTT RAMSEY HAMBACH; and  
RICHARD ALDEN HAMBACH;

in this calendar year will equal the amount of the annual federal gift tax exclusion, presently in the amount of Ten Thousand Dollars (\$10,000), if the interest had been transferred directly to each of such persons.

5. Gift Between Assignors. Each Assignor transfers any remaining limited partnership interest to his or her respective Revocable Trust. After the transfers described herein, the Assignors transfer between themselves, limited partnership interests in the Partnership, so that each Revocable Trust owns the same amount of limited partnership interests in the Partnership.

6. 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.

7. Effective Date of Gift. In computing the dollar amount of property, the values as of the date of this gift shall be used. These gifts will be made effective at 11:59 p.m. on October 8, 1998.

8. Approvals. The parties have 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. 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.

Alden C. Andrews  
ALDEN C. ANDREWS

Virginia R. Andrews  
VIRGINIA R. ANDREWS

ALDEN C. ANDREWS REVOCABLE TRUST

By: Geoffrey G. Hambach  
Geoffrey G. Hambach, Trustee

VIRGINIA R. ANDREWS REVOCABLE TRUST

By: Geoffrey G. Hambach  
Geoffrey G. Hambach, Trustee

ALDEN C. ANDREWS IRREVOCABLE TRUST

By: Geoffrey G. Hambach  
Geoff G. Hambach, Trustee

CENTER HILL I, L.P.

By: CENTER HILL INC., General Partner

By: Geoffrey G. Hambach  
Geoffrey G. Hambach, President

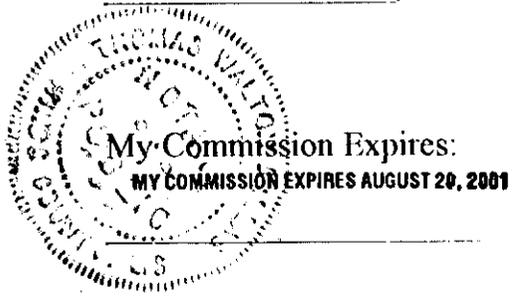
STATE OF MISSISSIPPI

COUNTY OF DESOYO

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, GEOFFREY G. HAMBACH, 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 8<sup>th</sup> day of October, 1998.

[Signature]  
Notary Public



STATE OF MISSISSIPPI

COUNTY OF DESOYO

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, ALDEN C. ANDREWS, 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 8<sup>th</sup> day of October, 1998.

[Signature]  
Notary Public



STATE OF MISSISSIPPI

COUNTY OF DESOUD

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, VIRGINIA R. ANDREWS, 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 8<sup>th</sup> day of October, 1998.



Notary Public



My Commission Expires:  
MY COMMISSION EXPIRES AUGUST 20, 2001

## ACCEPTANCE, CONSENT AND WAIVER

The undersigned acknowledges the Assignment of Limited Partnership Interests, dated October 8, 1998, whereby GEOFFREY G. HAMBACH, Trustee of the ALDEN C. ANDREWS REVOCABLE TRUST and GEOFFREY G. HAMBACH, Trustee of the VIRGINIA R. ANDREWS REVOCABLE TRUST, and ALDEN C. ANDREWS and VIRGINIA R. ANDREWS transferred various interests in CENTER HILL I, L.P., a Mississippi limited partnership, and the undersigned accepts such interests, consents to all of the transfers, and waives any options, rights, approvals, and stock purchase rights associated therewith.

Darcy A. Joyner  
DARCY A. JOYNER

Geoffrey G. Hambach  
GEOFFREY G. HAMBACH

Richard T. Hambach  
RICHARD T. HAMBACH

Deborah J. Hambach  
DEBORAH J. HAMBACH

ALDEN C. ANDREWS IRREVOCABLE  
TRUST, dated July 25, 1997.

By: Geoffrey G. Hambach  
GEOFFREY G. HAMBACH, TRUSTEE