

ANTENUPTIAL AGREEMENT

THIS AGREEMENT, made this 20th day of May, 1999, between Howard Lee Burrow, SS# 426-51-3123, DOB: 10/8/69 of 6158 Robertson Gin Road, Hernando, DeSoto County, Mississippi ("first party"), and Jennifer Leane Cooper, SS# 427-53-0683, DOB: 12/8/74 of 1094 Baker Road, Lake Cormorant, DeSoto County, Mississippi ("second party"),

WITNESSETH

WHEREAS, First party hereto has accumulated a separate estate; and Second party prior to the contemplated marriage having accumulated a separate estate and anticipates an inheritance from her family.

WHEREAS, the parties are about to contract marriage; and

WHEREAS, the parties have furnished each other with a financial statement which each party acknowledges is a full and complete disclosure of substantially all of the real and personal property now owned by him or her, each party acknowledges that the values are an estimate by him or her of the approximate present value thereof, all of which property is now and shall continue to be separate properties of the respective parties, copies of said financial statements are attached hereto as Exhibits "A" and "B"; and

WHEREAS, in anticipation of the intended marriage the parties desire to express in writing their agreement that, except as hereinafter specifically provide, their marriage shall not in any way change their existing rights, or the rights of their heirs (exclusive of the parties) or of their devisees or legatees, in the real and personal property owned or hereafter acquired by each of the parties; and

WHEREAS, the first party has had the advise and counsel of H.R. Garner, Attorney at law, 283 Losher St., P.O. Box 443, Hernando, Mississippi 38632-0443, 662-429-4411 Office, 662-429-8251 Fax, and the second party has had the advice and counsel of Mary Austin Monteith, Esq.,

Austin Law Firm, 230 Goodman Road, Southaven, MS 38671-0567, 662-349-2234 Office, 662-349-2236 Fax.

NOW, THEREFORE, in consideration of the marriage of the parties and of their mutual promises and agreements, they agree one with the other as follows:

(1) Each of the parties shall have full control of his or her own separate property, real, personal and mixed, wherever located, and shall have an hereby is given the right to lease, sell, convey, mortgage or otherwise dispose of the same and receive all monies, rents, issues, income and profits thereof without any restrictions whatever and without interference from the other party. Each of the parties shall pay his or her own debts whenever contracted and in no case shall either party be held for the debts of the other parties in any way.

(2) Except as otherwise expressly provided, each of the parties hereby waives, relinquishes, conveys, quitclaims, bars, discharges, surrenders and releases, and hereby agrees to waive, relinquish, convey, quitclaim, bar, discharge, surrender and release, to the other:

(a) Any and all of his or her right, title and interest of every kind and description, which he or she may have, acquire, enjoy or be seized by reason of, or on or after, heir marriage, as the wife, husband, widow or widower of the other party, in the property, real, personal and mixed, wherever located owned by the other party at the time of, or acquired by him or her after their marriage, or in his or her estate, whether by way of dower, courtesy, homestead, widow's aware, statutory share or provision, descent, inheritance, succession or otherwise;

(b) His or her right, if any, granted to or vested in him or her, by statute or otherwise, to renounce, or to elect to take against, the provisions of the other party's will or any codicil thereto; and

(c) His or her right, if any, granted to or vested in him or her by statute or otherwise to act as executor or administrator of the other party's estate.

Except as otherwise expressly provided, it is the intent of the parties that this paragraph shall be construed so that each party may deal with his or her property and any trust in which he or she may have an interest as if their marriage had not taken place, and on the death of either party his or

her estate and any trust in which he or she may have an interest will be administered, descend and be distributed in exactly the same way and to the same heirs, next of kin, devisees or legatees as if the other party had predeceased the party so dying. Nothing contained in this paragraph or in this agreement, however, is intended to preclude either party from voluntarily making provision for, or granting powers or rights to, the other party in and by the former's last will, a codicil thereto or otherwise.

(3) The fact that either party (without being obligated to do so) may give, devise or bequeath to the other party property or an interest therein, or otherwise confer rights or powers on the other party, in trust or by gift or will, shall not be construed as a waiver of any provision hereof or as evidence that there is or was an agreement or understanding between the parties other than as specifically expressed herein.

(4) Each party agrees, on behalf of himself or herself and of his or her heirs, executors, administrators and assigns, that he, she or they, at the request of the other party or the latter's heirs, executors, administrators and assigns (but at the cost of the other party or his or her heirs, executors, administrators, and assigns), will make, do, execute, acknowledge and deliver any and all such further or other acts, deeds and instruments as shall be appropriate, necessary or desirable to carry in effect the intent, purpose and provisions of this agreement without question or delay, except that neither party shall be obliged to sign any mortgage, note, bond or other instrument which may subject him or her, or his or her estate and property, to personal liability.

(5) During the course of the intended marriage, all property acquired by each party in their own name shall be deemed to be part of their separate estate and by the terms hereof, each party hereby waives and relinquishes all claim to the separate estate of the other. Likewise, all property acquired during the marriage in the joint name of both parties shall be deemed to be part of their joint

estates and thereby evidence their intent to grant the powers and rights to the parties as to said jointly owned property as is provided to spouses by operation of law.

(6) This agreement shall come into effect only if the contemplated marriage between the parties is solemnized, and on coming into effect shall be binding on and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, executors and administrators.

(7) Despite any other provisions of this instrument, this agreement shall not affect in any way the parties' rights, titles, powers, duties, discretions, immunities and interest in any property owned in joint tenancy or entirety with rights of survivorship which they may hereafter acquire.

(8) This agreement shall be controlled, construed and given effect by and under the laws of the State of Mississippi.

IN WITNESS WHEREFOR, the parties hereby execute this agreement in several counterparts, any executed copy of which shall be considered for all purposes as an original, on the day and year above written.


Howard Lee Burrow, First Party


Jennifer Leane Cooper, Second Party

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of May, 1999, within my jurisdiction, the within named Howard Lee Burrow, the First Party who acknowledged that he executed the above and foregoing Antenuptial Agreement as his voluntary act and deed and for the purpose therein expressed.

Sworn to and subscribed before me, this the 20th day of May, 1999.

Carol Mahan
Notary Public

(SEAL)
My Commission Expires:

MY COMMISSION EXPIRES JAN. 6, 2002

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of May, 1999, within my jurisdiction, the within named Jennifer Leane Cooper, the Second Party who acknowledged that she executed the above and foregoing Antenuptial Agreement as his voluntary act and deed and for the purpose therein expressed.

Sworn to and subscribed before me, this the 20th day of May, 1999.

Carol Mahan
Notary Public



My Commission Expires:

FINANCIAL STATEMENT OF HOWARD LEE BURROW

ASSETS:

REAL PROPERTY (LAND):

1. Lot 2 of Crest View Acres Subdivision, 8090 Crest View, Hernando, DeSoto County, Mississippi, 6.1 acres, more or less, and a 1988 mobile home, serial # CLA27136TNA located thereon.

VALUE:

6.1 acres valued at \$40,000.00 and 1988 mobile home valued at \$8,000.00.

2. A house and approximately 4 acres located at 6156 Robertson Gin Road, Hernando, DeSoto County, Mississippi, held as a joint tenancy with full rights of survivorship, with Ms. Ernestine Burrow, his mother. A 1997 mobile home located at the same address titled in the name of Howard Lee Burrow I.D. # 1844. A 28' x 40' shop located on the property.

VALUE: of real property and home \$80,000.00. Mobile home valued at \$25,000.00. Shop estimated value of \$23,000.00. The real property is jointly owned with Ernestine Burrow, his mother, of which he owns a one-half undivided interest. The mobile home is titled solely in his name.

PERSONAL AND MIXED PROPERTY:

1. 1955 Chevrolet Bel-Air 4-door Sedan, I.D. # VE555080536, titled in his name. Estimated value of \$8,000.00

2. 1970 Chevrolet Chevelle Super-Sport, I.D. #136370R256755, titled in his name. Estimated value of \$13,000.00.

3. 1981 Pontiac Trans-AM, I.D. #162AW87W7B6107385, titled in his name. Estimated value of \$6,000.00

4. 1998 Ford Escort, I.D. #3FAKP1130WR188892, titled in his name. Estimated value of \$10,500.00.

5. 1993 Chevrolet Silverado Z71 pickup truck, I.D. #1GCEK14K1PZ127783, titled in his name. Estimated value of \$12,500.00.

6. 870 John Deere Tractor, I.D. #M00870B131548, titled in his name. Estimated value of \$12,000.00.

7. Personal furniture and appliances having an estimated value of \$2,000.00 located in the mobile homes. Also, various mechanic tools and equipment values at \$4,000.00. Personal clothing,

jewelry, etc. having an estimated value of \$1,000.00.

OTHER:

1. Howard Lee Burrow is the beneficiary of an annuity contract through Allstate Life Insurance Company, contract #90706487, I.D. #00000706487. This contract arose out of and in connection with personal injuries sustained by him in 1991 in an automobile accident involving Dan Tacker, et al. This represents a portion of the proceeds received for his personal injuries and is solely in his name as the beneficiary.

2. A checking account in the name of Howard Lee Burrow at the Bank of Mississippi also know as Bancorp South, in Hernando, DeSoto County, Mississippi. Having an estimated balance of \$4,000.00.

GROSS ASSETS: \$197,500.00

LIABILITIES:

1. Key Bank U.S.A. for 1998 Ford Escort of \$12,000.00, payable at the rate of \$380.00 per month for five years (60 months).

TOTAL LIABILITIES: \$12,000.00

NEW WORTH: \$185,500.00*

I, Howard Lee Burrow, do hereby certify that the above financial statement is true and correct s to my assets, liabilities, and net worth. I have made a full disclosure of same on this date to Jennifer Leane Cooper, my fiancee'.

This the 20th day of May, 1999.

Howard Lee Burrow
Howard Lee Burrow

*The present cash value of the annuity is not shown in the above.

EXHIBIT "A"

FINANCIAL STATEMENT OF JENNIFER LEANE COOPER

April 1999

MAY 20 2 16 PM '99

ASSETS:

REAL PROPERTY (LAND): None

PERSONAL AND MIXED PROPERTY:

1. 1995 Chevrolet Beretta VIN # 1G1LV15M35Y106178, titled in her name. Estimated value of \$8,000.00.
2. Personal use mobile phone \$04625152E3A8, \$200.00.
3. White Oak Global bedroom suite. Estimated value of \$3,000.00.
4. White antique iron bed. Estimated value of \$400.00
5. Antique Chest and Armour. Estimated value of \$1,200.00.
6. Antique livingroom suite. Estimated value of \$400.00.
7. Personal checking account at the Bank of Mississippi (Bancorp South) #520. Estimated value of \$2,000.00.
8. Personal savings account at Memphis Credit Union. Estimated balance \$3,000.00.
9. Personal clothing and jewelry \$3,000.00.
10. RCA Camcorder #725630005, \$700.00.

VALUE:

GROSS ASSETS:

LIABILITIES:

NEW WORTH

I, Jennifer Leane Cooper, do hereby certify that the above financial statement is true and correct s to my assets, liabilities, and net worth. I have made a full disclosure of same on this date to Howard Lee Burrow, my fiancee'.

This the 20th day of May, 1999.

Jennifer Leane Cooper
Jennifer Leane Cooper