

2002 ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

THIS 2002 ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST is executed on this, the 26th day of December, 2001 by and between GEOFFREY G. HAMBACH as Trustee of the VIRGINIA R. ANDREWS REVOCABLE TRUST, dated July 25, 1997 ("Revocable Trust"), VIRGINIA R. ANDREWS ("Assignor"), CENTER HILL, INC., a Mississippi corporation (the "Corporation"), CENTER HILL I, L.P., a Mississippi limited partnership (the "Partnership"), and GEOFFREY G. HAMBACH as Trustee of the ALDEN C. ANDREWS IRREVOCABLE TRUST, dated July 25, 1997 ("Irrevocable Trust").

RECITALS

WHEREAS, the Revocable Trust is a Limited Partner in the Partnership; and

WHEREAS, the Assignor is the Creator of the Revocable Trust with the right to make withdrawals from the Revocable Trust 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. Withdrawal. The Assignor withdraws all of her limited partnership interests in the Partnership from the Revocable Trust.
2. Gifts by Assignor. The Assignor does hereby transfer unto each of the following persons:

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

STATENS-DESOTO CO.

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W.F. DAVIS CR. CLK.

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 the 2002 calendar year (the "Year"),

will equal the amount of the annual federal gift tax exclusion, pursuant to Section 2503(b) of the Internal Revenue Code, as amended.

3. Gifts by Assignor to Trust. The Assignor does hereby transfer unto:

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 the beneficiaries of such trust in the calendar Year, will equal the amount of the annual federal gift tax exclusion, pursuant to Section 2503(b) of the Internal Revenue Code, as amended, as if the interest had been transferred directly to each of such beneficiaries.

4. Transfer by Assignor. The Assignor transfers any remaining limited partnership interest to the Assignor's Revocable Trust.

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 as of the date of this gift shall be used. These gifts will be made effective on January 1, 2002. No interest shall be transferred prior to the effective date. This Assignment shall be revokable at any time prior to the effective date.

7. Approvals. The parties have received any necessary approvals to effectuate this Assignment. The assignments herein are approved by each of the undersigned.

8. Evidence. Any third party may rely upon this document as evidence of the ownership of the limited partnership interest conveyed.

9. 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.

10. 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.

11. Irrevocable Trusts. In the event that interests in the Partnership are assigned to an irrevocable trust and such assignment is approved, in the event that a beneficiary of the irrevocable trust exercises a right of withdrawal to receive assets contributed to the irrevocable trust, the trustee shall have all authority to distribute limited partnership interests to the person exercising the right of withdrawal.

12. Acceptance. The undersigned acknowledges the Assignment of Limited Partnership Interests, 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 CENTER HILL I, L.P., a Mississippi limited partnership, and to execute such amendments to the Limited Partnership Agreement and Certificate of Limited Partnership of CENTER HILL I, L.P., as are necessary to consummate the transfer of said limited partnership interests.

13. 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.

14. 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.

15. Modification. This Assignment, or renewal thereof, shall not be altered, amended, or modified except by a writing signed by both parties to this Assignment.

16. 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.

17. 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.

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

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

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.

*Virginia R. Andrews*  
\_\_\_\_\_  
VIRGINIA R. ANDREWS

VIRGINIA R. ANDREWS REVOCABLE TRUST

By: *Geoffrey G. Hambach*  
\_\_\_\_\_  
Geoffrey G. Hambach, Trustee

ALDEN C. ANDREWS IRREVOCABLE TRUST

By: *Geoffrey G. Hambach*  
\_\_\_\_\_  
Geoffrey G. Hambach, Trustee

CENTER HILL I, L.P.

By: CENTER HILL INC., General Partner

By: *Geoffrey G. Hambach*  
\_\_\_\_\_  
Geoffrey G. Hambach, President

Darcy A. Joyner  
DARCY A. JOYNER

Geoffrey G. Hambach  
GEOFFREY G. HAMBACH

Richard T. Hambach  
RICHARD T. HAMBACH

Deborah J. Hambach  
DEBORAH J. HAMBACH

LIMITED PARTNERS

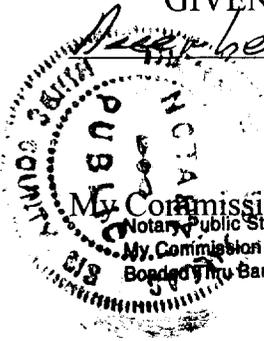
STATE OF MISSISSIPPI

COUNTY OF ADAMS

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 20<sup>th</sup> day of December, 2001.

[Signature]  
Notary Public



My Commission Expires:  
Notary Public State of Mississippi At Large  
My Commission Expires: August 20, 2005  
Bonded Thru Barksdale Bonding Co., Inc.

STATE OF MISSISSIPPI

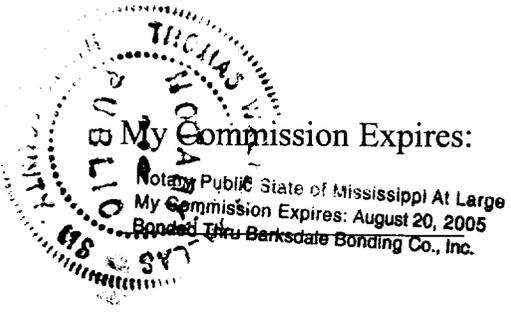
COUNTY OF RAVEN

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 25<sup>th</sup> day of December, 2001.

T. Walton Dallas

Notary Public



Prepared By:

T. Walton Dallas  
Barnes, Broom, Dallas and McLeod, PLLC  
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Attorney