

2002 ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

THIS 2002 ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST is effective on this the 31st day of December, 2002, by and between ACEY, L.P., a Mississippi limited partnership; CENTER HILL I, L.P., a Mississippi limited partnership; CENTER HILL, INC., a Mississippi corporation; GEOFFREY G. HAMBACH as Trustee of the "VIRGINIA R. ANDREWS CREDIT TRUST," (the "VIRGINIA R. ANDREWS CREDIT TRUST"), created within the "VIRGINIA R. ANDREWS REVOCABLE TRUST," dated the 25th day of July, 1997 (the VIRGINIA R. ANDREWS REVOCABLE TRUST); GEOFFREY G. HAMBACH as Trustee of the "ALDEN C. ANDREWS CREDIT TRUST," (the "ALDEN C. ANDREWS CREDIT TRUST") created within the ALDEN C. ANDREWS REVOCABLE TRUST, dated the 25th day of July (the "ALDEN C. ANDREWS REVOCABLE TRUST"); and RICHARD T. HAMBACH, GEOFFREY G. HAMBACH, DEBORAH JEAN HAMBACH, and DARCY ANDREWS JOYNER (referred to individually). Additionally, the trusts described as: GEOFFREY G. HAMBACH as the Trustee of the ALDEN C. ANDREWS CREDIT SHELTER TRUST created in the ALDEN C. ANDREWS REVOCABLE TRUST dated July 25, 1997 and GEOFFREY G. HAMBACH as the Trustee of the ALDEN C. ANDREWS IRREVOCABLE TRUST dated July 25, 1997, have merged effective December 31, 2002 and shall be referred to in the future as GEOFFREY G. HAMBACH as the Trustee of the ALDEN C. ANDREWS IRREVOCABLE TRUST dated July 25, 1997, and will be referred to herein as the "IRREVOCABLE TRUST", and the IRREVOCABLE TRUST is a party to this Assignment.

RECITALS

WHEREAS, various parties own interests in the partnerships; and

WHEREAS, there is a goal to simplify the reporting of these matters; and

WHEREAS, this documents accomplishes that purpose.

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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. The VIRGINIA R. ANDREWS REVOCABLE TRUST, the VIRGINIA R. ANDREWS CREDIT TRUST, the ALDEN C. ANDREWS REVOCABLE TRUST, and the ALDEN C. ANDREWS CREDIT TRUST do hereby transfer any and all limited partnership interests in CENTER HILL I, L.P. to RICHARD T. HAMBACH, GEOFFREY G. HAMBACH, DEBORAH JEAN HAMBACH, and DARCY ANDREWS JOYNER, in equal shares. While it is believed that only the VIRGINIA R. ANDREWS CREDIT TRUST owns limited partnership interests in CENTER HILL I, L.P., the other trusts assign any interest possessed so there will be no question on this matter.
2. Additional Transfers. RICHARD T. HAMBACH, GEOFFREY G. HAMBACH, DEBORAH JEAN HAMBACH, and DARCY ANDREWS JOYNER do hereby assign

Prepared by:

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all of their limited partnership interests in CENTER HILL I, L.P. to the IRREVOCABLE TRUST; these persons are beneficiaries of the Irrevocable Trust and also retain sufficient interests in the property transferred so that this will be an uncompleted gift for Federal gift tax purposes. After this transfer, it is anticipated that the IRREVOCABLE TRUST will own 99% of the partnership interests in CENTER HILL I, L. P., which shall constitute all of the limited partnership interests in CENTER HILL I, L.P. Any trust described herein does hereby assign any interest it may have in ACEY, L.P. to the VIRGINIA R. ANDREWS CREDIT TRUST.

3. Limitation of Gifts. Notwithstanding any other provision herein, no transfer shall be made that would generate the payment of generation, 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 allowing under Section 2011.
4. Approvals. Any and all necessary approvals to effectuate this Assignment have been obtained. The assignments herein are approved by each of the undersigned.
5. Evidence. Any third party may rely upon this document as evidence of the ownership of the limited partnership interests conveyed.
6. 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.
7. 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.
8. 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.
9. 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.
10. Modification. This Assignment, or renewal thereof, shall not be altered, amended, or modified except by a writing signed by the parties to this Assignment.
11. 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.
12. 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.
13. Governing Law. The laws of the State of Mississippi shall govern this Assignment.
14. Execution. Separate signature pages may be used in the execution of this Assignment.
15. Acceptance. The undersigned acknowledges the Assignment of Limited Partnership Interests, whereby each assignor transferred various interests, and the 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 the partnership, and to execute such amendments to the limited partnership agreement and certificate of limited partnership of the partnership, as are necessary to consummate the transfer of said limited partnership interest.

16. Definitions. The term "Code" means the Internal Revenue Code of 1986, as amended.

The parties have executed this Assignment.

CENTER HILL I, L.P.

ACEY, L.P.

By: CENTER HILL, INC., General Partner

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

ALDEN C. ANDREWS CREDIT TRUST

VIRGINIA R. ANDREWS CREDIT TRUST

ALDEN C. ANDREWS REVOCABLE TRUST

VIRGINIA R. ANDREWS REVOCABLE TRUST

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

Richard T. Hambach
Richard T. Hambach

Geoffrey G. Hambach
Geoffrey G. Hambach

Deborah Jean Hambach
Deborah Jean Hambach

Darcy Andrews Joyner
Darcy Andrews Joyner

STATE OF MISSISSIPPI
COUNTY OF HINDS

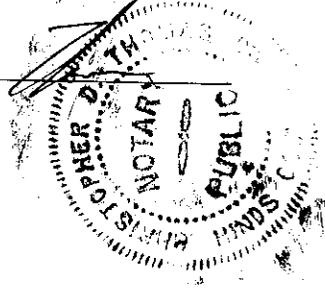
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, GEOFFREY G. HAMBACH who acknowledged that he is the President of CENTER HILL, INC., a Mississippi corporation, the General Partner of CENTER HILL I, L.P. and ACEY, L.P., Mississippi limited partnerships, and that for and on

behalf of said corporation in said representative capacity he executed the above and foregoing assignment on the day and year therein shown after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27th day of December, 2002.

Christopher D. Thomas
Notary Public

My Commission Expires: _____
Notary Public State of Mississippi At Large
My Commission Expires July 24, 2006
Bonded Thru Barksdale Bonding & Insurance, Inc.



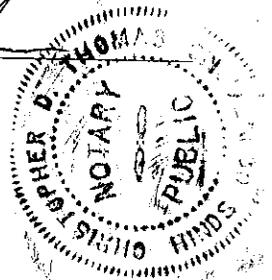
STATE OF MISSISSIPPI
COUNTY OF HINDS

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 is the trustee of the ALDEN C. ANDREWS REVOCABLE TRUST, the ALDEN C. ANDREWS CREDIT TRUST, the VIRGINIA R. ANDREWS REVOCABLE TRUST, the VIRGINIA R. ANDREWS CREDIT TRUST, and the IRREVOCABLE TRUST and that in said representative capacities such person executed the above and foregoing assignment on the day and year therein shown, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27th day of December, 2002.

Christopher D. Thomas
Notary Public

My Commission Expires: _____
Notary Public State of Mississippi At Large
My Commission Expires July 24, 2006
Bonded Thru Barksdale Bonding & Insurance, Inc.

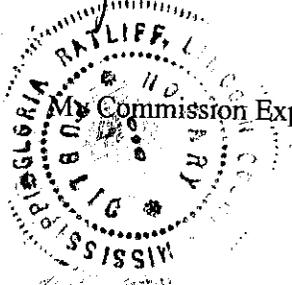


STATE OF MISSISSIPPI
COUNTY OF Lincoln

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, RICHARD T. 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 28th day of December, 2002.

Genea Ratliff
Notary Public



My Commission Expires: 7/30/06

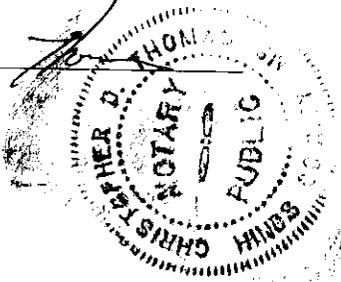
STATE OF MISSISSIPPI
COUNTY OF HINDS

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 27th day of December, 2002.

Christopher D. Thomas
Notary Public

My Commission Expires: Notary Public State of Mississippi At Large
My Commission Expires July 24, 2006
Bonded Thru Barksdale Bonding & Insurance, Inc.



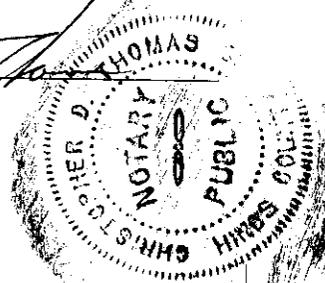
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, DEBORAH JEAN 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 27th day of December, 2002.

Christopher D. Thomas
Notary Public

My Commission Expires: Notary Public State of Mississippi At Large
My Commission Expires July 24, 2006
Bonded Thru Barksdale Bonding & Insurance, Inc.



STATE OF MISSISSIPPI
COUNTY OF DE SOTO

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, DARCY ANDREWS JOYNER, 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 30th day of December, 2002.

Faye J. Livingston
Notary Public

My Commission Expires: July 7, 2006
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