

and liabilities of the Partnership incurred prior to his withdrawal and agrees to hold the Remaining Partners harmless for the amount of debts and liabilities hereby assumed. However, the Remaining Partners shall hold the Retiring Partner harmless from any future debts and obligations incurred by the Partnership after the Retiring Partner's withdrawal from the Partnership.

ACCORDINGLY, it is hereby agreed as follows:

1. Paragraph 4 of the Partnership Agreement, Ownership, as amended, is further hereby amended to read in its entirety as follows:

"4. OWNERSHIP: The partners shall hereafter own the following interests in the Partnership, and all profits and losses shall be shared by the partners as follows:

Milton J. Womack	50.0000%
Sherrill Womack Palmer	8.3333%
Barbara Womack	4.1667%
Anne Sevier Womack Carville Capital Bank & Trust Co., as Trustee of the Barbara S. Womack Testamentary Trust for Sherrill Womack Palmer	4.1667%
Capital Bank & Trust Co., as Trustee of the Barbara S. Womack Testamentary Trust for Barbara Womack	8.3333%
Capital Bank & Trust Co., as Trustee of the Barbara S. Womack Testamentary Trust for Anne Sevier Womack	8.3333%
Capital Bank & Trust Co., as Trustee of the Barbara S. Womack Testamentary Trust for Milton J. Womack, Jr.	12.5000%

Proceeds shall be distributed at such times as may be mutually agreed upon by the partners. No partner shall be entitled to a salary within the mutual agreement of the other partners."

Each of the parties acknowledge that they have no claim whatsoever against the other parties other than for the debts and liabilities set out in Paragraphs 2 and 4 above.