VIII. The capital account of any Limited Partner, properly adjusted to reflect his distributive share of Partnership profits and losses and distributions by the Partnership to him, is to be returned to him upon ninety (90) days written notice by such Limited Partner to all other Partners on or after the 25th day of September, 2022, provided the Partnership has assets sufficient to cover its liabilities, including liabilities to Partners on account of their capital account.

IX. The profits of the Partnership shall be shared, and the losses of the Partnership shall be borne, by the Partners, pro rata, in proportion to their respective percentages of Partnership Interests shown opposite such Partners name on the annexed Exhibit "A". Provided, however, that for the Partnership tax year 1973 and for the first Eleven (11) months and six days of Partnership tax year 1974 there shall be a disporportionate allocation of such profits and losses whereby Ninety Five Percent (95%) of all Partnership profits and losses shall accrue to and be shared or borne by the following Limited Partners, pro rata, in proportion to the following percentages:

1.	Edwin Boyles, Jr.	19%
2.	Charles E. Runnion	31.667%
3.	B. T. Bootle, Jr.	10.556%
4.	Edwin W. Evans	5.277%
5.	Donald F. Waggoner	28.5%

X. Any Limited Partner may assign his Partnership Interest (including his right to receive a share of the profits and a return of his capital account), but, without the consent of the General Partner, the assignee shall not become a substituted Limited Partner. If the General Partner does so consent, the assignee may be substituted as a Limited Partner in place of the assigning Limited Partner upon the payment of a fee of Five