

receptacle for the deposit of United States mail, addressed as set forth above. Any party may change the address of the party for purposes of this Agreement by giving the other parties notice of such change in the manner as set forth above.

(9) Every provision of this Partnership Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions with this Partnership Agreement.

(10) The doing of any act or the failure to do any act by a Partner, the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to advice of legal counsel employed by the Partners on behalf of the Partnership or if done in good faith to promote the best interest of the Partnership, shall not subject the Partner to any liability except for gross negligence or willful misconduct.

(11) Unless otherwise so provided in this Agreement, no Partner shall be liable to any other Partner or to the Partnership by reason of his actions and in connection with the Partnership except in the case of actual fraud, gross negligence or dishonest misconduct.

(12) Except as provided herein, nothing herein contained shall be construed to constitute any Partner hereof, or the agent of any other Partner hereof or to limit in any manner the Partners in the carrying out of their respective businesses or activities.

(13) Any Partner may engage in or possess any interest in any other business and real estate ventures of every nature and description, independently or with others, including but not limited to, the ownership, financing, leasing, operating, management, syndication, brokerage, and development of real property and neither the Partnership nor any Partner hereof shall have any rights in or to any such independent venture or the income or profits derived therefrom.

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