

12.

(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 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.

(14) No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all Partners.

IN WITNESS WHEREOF, the parties have hereunto signed this Partnership Agreement the day and year first above written.

In the presence of:

PARTNERS

[Handwritten Signature]

David L. Mims
David L. Mims

[Handwritten Signature]

Francis J. Perna
Francis J. Perna

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