- 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 of profits derived therefrom.
- 15.5 NOTICES. All notices under this Agreement and Certificate shall be in writing, duly signed by the party giving such notice, and transmitted by registered or certified mail addressed as follows:
 - (a) If given to the General Partners:

KENNETH W. REESE
KENNETH L. NUTT
300 Sulphur Springs Road
Greenville, South Carolina

or at such other address to which the General Partners may hereafter designate in writing; and

- (b) If given to any Limited Partner at the last address on file with the General Partners or at such other address as he may hereafter designate by notice to the Partnership;
- (c) Any such notice shall be deemed to be given on the date on which the same was deposited in a regularly maintained 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 Partnership Agreement by giving the other parties notice of such change in the manner as set forth above.
- 15.6 <u>CAPTIONS</u>. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 15.7 IDENTIFICATION. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporation, firm, partnership or other form of association.
- 15.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.
- 15.9 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 15.10 PARTNER'S AGE AND COMPETENCE. Anything in this Agreement to the contrary notwithstanding, no Partner, or any assignee of the interests thereof, shall be a person or organization prohibited by law from becoming such. Any assignment of an

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