

16. Notices. Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties as designated below. Notice may also be given via fax, provided that the fax is provided within twenty-four (24) hours by an original in the United States mail, or via Federal Express.

OWNER: Carson Redevelopment Agency
Housing and Neighborhood Development
1 Civic Plaza Drive, Suite 500
Carson, CA 90745
Attention: Donyea Adams,

Housing and Neighborhood Development Manager
Phone: (310) 233-4860
Fax: (310) 233-4832

NEWPORT PACIFIC: Newport Pacific Capital Company, Inc.
17300 Red Hill Avenue,
Suite 280
Irvine, CA 92614
Attention: Candace Holcombe
Telephone: (949) 852-5575
Fax: (949) 852-5582

17. Waiver; Severability.

(a) No waiver or failure to object to any breach or violation of the terms or conditions by either party shall be deemed a waiver of such or any future such breach or violation.

(b) The provisions of this Agreement are severable, and should any provision be found or held unenforceable, the balance of this Agreement shall be enforced so as to give effect to the intention of the parties hereto.

18. Merger; Amendment.

(a) This Agreement, including exhibits and supplements referenced herein, represents the final Agreement of the parties with respect to the matters covered in this Agreement, and any and all prior or contemporaneous agreements, written or oral, are superseded and merged.

(b) This Agreement may be amended only by a written instrument signed by both parties hereto.

19. Governing Law/Venue. This Agreement shall be governed by and construed according to the laws of the State in which the Property is located (unless otherwise agreed in writing by