

consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

IN WITNESS WHEREOF, each of the parties hereto has caused this Franchise to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.