

30. MISCELLANEOUS.

(a) This Agreement contains all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding.

(b) This Agreement may not be amended or varied, except in a writing signed by all Parties. This Agreement shall extend to, and bind the successors, and assigns of, the Parties.

(c) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under this Agreement, shall not waive those rights, and that Party shall have the right to enforce those rights at any time.

(d) The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located, without reference to its choice of law rules.

(e) Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

(f) LESSOR shall execute a Memorandum of this Agreement, in a form reasonably acceptable to LESSEE, which LESSEE may record with the appropriate recording office or officer.

(g) All exhibits referenced in, and attached to, this Agreement are incorporated by this reference in the Agreement.

(h) LESSOR and LESSEE each warrant to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement, other than the consent of Lowndes County, Georgia, as required by the Trust Deed.

(i) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

(j) Nothing in this Agreement shall be construed to effect a waiver of LESSOR'S sovereign immunity or any other immunity available to LESSOR and/or its agents or employees.

*[Signature page follows. The remainder of this page is blank intentionally.]*