

other in trying to promptly and reasonably resolve all such disputes, including, if requested by a party, each party appointing a senior representative with authority to settle such dispute to meet and engage in good faith negotiations. Such senior representatives will convene in person in Valdosta, GA within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between the senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either party may assert its respective rights and remedies in a court as specified in Section 17 (Governing Law). Nothing in this Section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedures.

**17. Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties agree and consent to the exclusive jurisdiction of the State or Federal courts sitting in Valdosta, Lowndes County, Georgia over any such lawsuit or other proceeding. Any of these courts shall be proper venue for any such lawsuit or other proceeding and the parties hereto waive any objection to such venue.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and sets forth in their entirety the respective obligations and duties of the parties under this Agreement.

**19. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns; provided, however, that no party hereto may assign its rights or obligations in whole or in part under this Agreement without the prior written consent of each other party hereto.

**20. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same Agreement.

**21. Third-Party Beneficiaries.** Each party to this Agreement intends that this Agreement shall not benefit nor confer any rights or remedies on any person or entity other than the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

**22. References; Recitals; Headings; Exhibits; Schedules; Etc.** Unless otherwise specifically set forth herein, references to exhibits, schedules, sections, etc. herein are to exhibits, schedules, sections, etc. of this Agreement, and the exhibits and schedules referenced in this Agreement are incorporated herein and are a part hereof as if set forth in full herein. The section headings herein are intended merely for reference and shall not by themselves determine the construction or interpretation of this Agreement.

**23. 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.