

25. MISCELLANEOUS:

(a) This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, between them or other than set forth herein. If any provisions of this Lease shall be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) No notice or other communications given under this Lease shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class postage, prepaid, addressed:

- (1) If to Landlord:  
Lowndes County, Georgia  
327 N. Ashley Street, 3<sup>rd</sup> Floor  
Valdosta, GA 31601  
Attn: County Manager
  
- (2) If to Tenant:  
Second Harvest of South Georgia, Inc.  
1411 Harbin Circle  
Valdosta, GA 31601

or such other address as Tenant or Landlord shall designate by giving notice thereof to the other party. The date of service of any notice given by mail shall be the date on which such notice is deposited in the United States mail.

(c) All questions with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Georgia.

(d) This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives.

(e) There shall be no personal liability on Landlord with respect to any provisions of this Lease.

(f) The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint ventures.

(g) Tenant expressly waives for itself and all persons claiming by or through it, a right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

(h) In the event any litigation is commenced between the parties hereto concerning this Lease or the rights and duties of either party in relation thereto or in the breach of any of the terms