

13. **Alterations, etc.** Except for the Electrical Facilities and as otherwise expressly provided in this Agreement, the Company agrees that no alterations, additions, improvements, and/or other changes shall be made to or with respect to the Easement Area, or any part thereof, without first having obtained the written consent of Owners. The Company further agrees that Company, at Company's sole expense, shall have the right to remove any or all of its Electrical Facilities from the Easement Area for a period of twenty-four (24) months following the expiration or sooner termination and/or cancellation of this Agreement, with any damages caused thereby to be paid for by the Company. Notwithstanding the foregoing, in the event of the expiration or sooner termination and/or cancellation of this Agreement, upon written request from Owners, Company agrees, within twelve (12) months from receipt of such written request and at Company's sole expense, to remove all equipment and components of the Electrical Facilities from the Easement Area. The Company further agrees that any or all of the Electrical Facilities that remain within the Easement Area as of the date that is twenty-four (24) months following the expiration or sooner termination and/or cancellation of this Agreement shall be deemed abandoned by Company and shall become the sole property of Owners without any further action required by the Parties.

14. **Construction.** In construing the provisions of this Agreement, where any liability or obligation is purported to be imputed to or imposed on Owners or the Company, respectively, by virtue of any act or failure to act by any duly authorized agent, servant, employee, or representative (including contractors) of Owners or the Company, respectively, then the liability or obligation shall not be imputed to or imposed on Owners or the Company, respectively, unless, under legal principles regarding vicarious liability, the liability or obligation is imputed to or imposed on Owners or the Company, respectively. In this connection, Owners and the Company expressly agree that the Company's invitees and Owners' invitees, respectively, shall be considered and deemed to be "representatives" of the Company and Owners, respectively, for all purposes of this Agreement and not a third-party or parties.

15. **Letter Agreement; Miscellaneous.** Except for the terms and conditions contained in an unrecorded letter agreement between the Parties dated on or about the date hereof, an original of which is on file with each of the Parties, neither Party shall be liable for nor bound by any statement, agreement or understanding not herein expressed. This Agreement constitutes the full and complete agreement between the Parties with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon either Party, unless approved in writing by an authorized representative of each Party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures appear on following page.]