

City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 7 **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If City fails to authorize commencement of the Work by January 14, 2025, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by January 14, 2025, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]