

11. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

12. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule.

13. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Arbitration shall be conducted in Atlanta, GA before one arbitrator mutually agreeable to CORNERSTONE and LOWNDES COUNTY. If the Parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each Party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses relating to conducting the arbitration (excluding each Party's attorney's fees) shall be paid by LOWNDES COUNTY and CORNERSTONE equally unless otherwise awarded by the arbitrator. Each Party shall pay its own attorney's fees and costs relating to the arbitration.

14. Georgia Illegal Immigration Reform and Enforcement Act; Official Code of Georgia Section 13-10-90 et seq. The attached Schedule A, "Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act of 2011," is an integral part of this Agreement. The terms and conditions of it shall be performed and carried out by CORNERSTONE and LOWNDES COUNTY.

15. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

16. Amendment. This Agreement may be changed only by written agreement signed by each Party.

17. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or when received when deposited in the United States certified or registered mail, return receipt requested, postage prepaid, or with a nationally recognized overnight delivery service maintaining records of its deliveries, delivery charges prepaid, and addressed as follows:

Cornerstone Government Affairs  
800 Maine Avenue SW, 7<sup>th</sup> Floor  
Washington, DC 20024

Board of Commissioners of Lowndes County  
327 North Ashley Street  
Valdosta, GA 31601  
Attn: County Manager

A Party hereto may change its address as set forth in this section by providing the other Party with written notice thereof.

{Signature Page to Follow}