

16.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Quitclaim Deed or any other instruments, documents, or pleadings executed by the parties either prior to or at the Closing.

16.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.

16.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of Georgia.

16.7 This Agreement may be executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

16.8 As a condition to the sale of the Property, on the Closing Date, Purchaser agrees to lease to Seller approximately 6,654 square feet of space on the first floor of Building "B" located on the Property at 901 North Patterson Street, Valdosta, Georgia 31601 (the "Leased Space") for educational purposes, specifically for the continued operation of Seller's Marriage and Family Therapy Program. The rental agreement for the Leased Space (the "Lease") shall be generally in the form as that set forth in EXHIBIT "C", attached hereto. The initial term of the Lease shall commence on the Closing Date and extend through December 31, 2024, and Seller shall have the option to renew the Lease for six (6), one-month extension terms through June 30, 2025. Seller's rent for continued occupancy of the Leased Space shall be a nominal amount of \$1.00 per month for the full term of the Lease. To the extent there is any conflict with the above terms and the executed Lease, the Lease provisions shall govern.

17.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.