

the State Fire Marshal's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshal's Office to aid Landlord in this approval process.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.
4. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
5. Change in the Ownership of the Premises. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises, as well as a certified copy of the novation and assignment.
6. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.
7. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.
8. Jurisdiction and Venue. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
9. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.
10. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
11. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with