

Notwithstanding the foregoing, Landlord agrees that Tenant, upon paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever claiming under Landlord. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy, and occupy said Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by Landlord or by any other person or persons whatsoever, and Landlord fails to cure such deprivation within thirty (30) days of Tenant's written notice therefor, or such longer time period as may be required so long as Landlord has commenced curative action and is then diligently prosecuting same, then upon Landlord's failure to cure as provided herein, this Agreement may be immediately canceled and terminated at the option of Tenant by giving Landlord notice thereof.

7.

AMERICANS WITH DISABILITIES ACT

In performing renovations, Tenant shall be responsible for all costs and compliance with Title III of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., (hereinafter the "ADA"). Notwithstanding any provision of this agreement to the contrary, Landlord is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures associated with ADA and regulatory compliance.

8.

MUTUAL APPROVAL OF PLANS

All plans for facility modifications shall be subject to the approval of the Landlord, which will not be unreasonably withheld. Any construction and improvements of the Premises by Tenant shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes."

9.

NO ASSIGNMENT OR SUBLETTING

The Premises are leased for the sole use of the Tenant, the Institution, and units of the University System of Georgia, to be used under the terms of this Agreement for operation of the Program only, and said Premises are not to be assigned, sublet, or otherwise made available to third parties without the express written consent of Landlord.

10.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW

Tenant shall, at all times, obey and be in strict compliance with all applicable federal, state, and local laws, regulations, and ordinances.