

**3.**  
**RENT**

Tenant shall pay Landlord, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental as set forth in Exhibit B, for the use and rent of the said Premises beginning on the first day of the Initial Term and payable on the first day of each Renewal Term thereafter.

**4.**  
**OCCUPANCY AND USE OF PREMISES**

Tenant shall occupy the Premises continuously throughout the Term and, subject to an event of Force Majeure, will not desert, surrender, abandon, or cease using the Premises during the Term. Tenant shall use the Premises solely for the educational purposes herein set forth and for the purpose of operating the Program or other educational purposes of Tenant or the Institution. Tenant's use of the Premises shall be subject to and in accordance with the existing and future rules, regulations, and policies of Landlord. Without limitation of the foregoing, Tenant shall not: (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety, and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Premises; or (c) create, or permit to be created, any nuisance in or on the Premises.

**5.**  
**RENOVATION, OPERATIONS AND MAINTENANCE**

During the Term, Landlord shall maintain the common areas of the Property in a usable, structurally sound condition suitable for the purposes and requirements of the Program, and Landlord shall be responsible for all necessary structural repairs to the Premises' walls, floors, and ceiling, as well as the heating, cooling, electrical, and plumbing systems serving the Premises and the common areas of the Property that serve the Premises. Tenant, at its own expense, shall be responsible for providing and paying for the following services to the Premises: janitorial services, trash collection and removal (to a Landlord-provided dumpster or other receptacle), and telecommunications services (including hardline telephone and internet). Landlord, at its own expense, shall be responsible to provide and pay for the following services to the Premises: water, sewer, electrical, and other utility services provided to the Premises (excluding telecommunications services). Landlord shall also be responsible for removing waste from the Property. Tenant shall not commit waste upon the Premises and shall maintain and keep in good repair the Premises and the improvements within the Premises throughout the Term but only to the extent of the monies appropriated or lawfully provided for that purpose. Tenant shall not commence renovations to the Premises without first obtaining written permission from Landlord. Renovations of the Premises requested by Tenant and approved by Landlord shall be performed at Tenant's sole cost unless otherwise agreed upon by Landlord and Tenant.

**6.**  
**QUIET ENJOYMENT**

Tenant hereby acknowledges that it has fully inspected the Premises, and the Premises is considered to be in satisfactory condition for the Program. Tenant further acknowledges that no representation or warranty as to the title to or condition of the Premises has been made by Landlord, its officers, employees, representatives or agents, or by any other person whomsoever, and Landlord makes no warranty whatsoever as to the title to or the present condition of the Premises.