

Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term, on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or Termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

4. Renewal Option.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for three (3) additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

5. Renewal Rental Rate. Should Tenant renew this Agreement as provided above, the following rates shall apply:

- a. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$409,341.48 per year or \$34,111.79 per month.
- b. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$411,388.18 per year or \$34,282.35 per month.
- c. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$413,445.12 per year or \$34,453.76 per month.

ARTICLE IV: PERMITTED USE AND ABANDONMENT

1. Permitted Use of Premises. Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

3. Abandonment of Premises by Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted Occupying Agency, assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair or improvements.

ARTICLE V. LANDLORD COVENANTS

1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and