SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into as of this _____ day of September, 2025, by and between the COMMUNITY COLLEGE OF ERIE COUNTY, having offices at 2403 W. 8th Street, Erie, Pennsylvania 16505, hereinafter referred to as "EC3" or the "Sublessor"; the **ERIE COUNTY TECHNICAL SCHOOL**, having offices at 8500 Oliver Road, Erie, Pennsylvania 16509, hereinafter referred to as the "Sublessor" or "ECTS"; and, **NORTHWEST TRI-COUNTY INTERMEDIATE UNIT**, having offices at 252 Waterford Street, Edinboro, Pennsylvania 16412, hereinafter referred to as the "Sublessee" or "IU5".

BACKGROUND

WHEREAS, the Sublessor, EC3, has entered into a certain lease agreement with the ECTS for that certain portion of the Regional Skill Center Building and grounds area, including the paved and gravel areas adjacent to the building, located at 8500 Oliver Road, Erie, Pennsylvania, as is more fully described in the January 23, 2025 Lease, hereinafter referred to as the "Main Lease", all of which is hereinafter referred to as the "Leased Premises." A true and correct copy of the Main Lease is attached hereto as Exhibit B and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, IU5, as Sublessee, desires to sublease a portion of the Leased Premises from EC3 for the purpose of facilitating that certain program known as Dual Enrollment or the Regional Choice Initiative; and

WHEREAS, Article XI of the Main Lease requires that the Sublessor, ECTS, provide written approval to sublease all or any portion of the Leased Premises; and

WHEREAS, it is the intent of the parties to authorize the subletting of all or any portion of the Leased Premises pursuant to the terms and conditions of this Sublease Agreement.

In consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
SUBLEASED PREMISES

1. Upon the commencement of this Sublease, Sublessor hereby subleases to Sublessee, for Sublessee's use, subject to the terms and conditions of this Sublease, and those applicable provisions of the Main Lease, those portions of the Leased Premises as more particularly depicted and described in Exhibit A, attached hereto and incorporated herein by reference, hereinafter referred to as the "Subleased Premises."

2. The Subleased Premises shall be used by Sublessee solely for the purpose of providing educational instruction as part of the Dual Enrollment/Regional Choice Initiative program. Sublessee shall not create, maintain or permit on the Subleased Premises any nuisance or other offensive object, matter or thing. Sublessee shall, at its expense and at all times, keep the Subleased Premises in an orderly and sanitary condition. Sublessee shall have usage and possession of the Subleased Premises along with EC3 in accordance with the terms of this Agreement. The parties agree and acknowledge that all common areas of the Subleased Premises, including, but not limited to, all hallways, stairs, restrooms and lobbies, are for the joint use of all occupants and invitees of the Leased Premises. Sublessee and its officers, employees, agents, licensees and invitees shall use such common areas in a reasonable, orderly and sanitary manner in cooperation with Sublessor and all other Premises occupants, tenants and invitees.

3. Sublessee shall comply with all of the provisions governing the terms of the use and occupation of the Leased Premises of the Main Lease which are to be observed or performed during the Term hereof by Sublessor as Sublessee thereunder but only as the same relate solely to the Subleased Premises and the common areas associated with the Premises under the Main Lease.

4. In the event of cancellation or termination of the Main Lease prior to the expiration date thereof and prior to the expiration date of this Sublease or any extensions and renewals thereof, or in the event of the surrender thereof, whether voluntary, involuntary, or by operation of law, Sublessee shall make full and complete attornment to Sublessor for the balance of the Term of this Sublease, including any extensions and renewals thereof, upon the same covenants and conditions as are contained herein, so as to establish direct privity of estate and contract between Lessor and Sublessee and with the same force and effect as though this Sublease was originally made directly from Lessor to Sublessee. Sublessee shall make all rent payments thereafter directly to Lessor.

5. Insofar as the provisions of the Main Lease do not conflict with specific provisions herein contained, they and each of them are incorporated into this Sublease as if fully and completely rewritten herein, and Sublessee agrees to be bound to Sublessor by all of the applicable terms of the Main Lease.

ARTICLE II
TERM OF SUBLEASE

The term of this Sublease shall commence on August 1, 2025, until June 30, 2026.

ARTICLE III
RENT

Sublessee agrees to pay to Sublessor rent for the Leased Premises the following: $1.00 per year, payable by September 30, 2025.

ARTICLE IV
UTILITY CHARGES

The Sublessor shall throughout the term of this Sublease, pay or cause to be paid all charges (including any assessment for improvements) incurred on and after commencement of this Sublease for gas, electricity, light, heat, power, sewer and water rent or charges, or other services used, rendered or supplied to the Sublessee in connection with the Subleased Premises.

ARTICLE V
INSURANCE

1. The Sublessor shall, throughout the term of this Sublease, comply with the insurance provisions of the Main Lease.

2. The Sublessee shall also be responsible for insuring its own personal property which may be stored in or upon, or utilized at, the Subleased Premises during the entire Term of this Sublease.

3. The Sublessee shall, throughout the term of this Sublease, maintain sufficient insurance in amounts proper (not less than $1,000,000 per person/$1,000,000 per occurrence) to protect the parties with respect to general public liability and property damage caused by virtue of the Sublessee's use or occupancy of the Subleased Premises. Such policies, by their terms, shall indemnify the Lessor, Sublessor and the Sublessee as their respective interests may appear and the Sublessee shall provide evidence thereof to the Sublessor.

4. The cancellation of the insurance required herein above shall be construed as a breach of the Sublessee's covenants and warranties hereunder and the Sublessor shall have the right to eject the Sublessee from the Subleased Premises without losing or waiving any of its rights hereunder.

5. Upon securing the insurance coverages required pursuant to this Article, the Sublessee shall give written notice thereof to the Sublessor, together with a certified copy of the applicable insurance binders. Proof shall also be given by the Sublessee to the Sublessor that each of the policies required pursuant to this Article expressly provides that said policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Sublessor.

ARTICLE VI
REPAIRS AND MAINTENANCE

1. The Sublessor shall maintain all Repair and Maintenance obligations as included within the Main Lease.

2. The Sublessee shall not alter, modify or improve the Subleased Premises without receiving the prior written consent of the Sublessor, which shall only be granted in accordance with the obligations of the Main Lease. The rights to any such alterations, additions, improvements and fixtures (except trade fixtures) made or placed in or upon the Leased Premises shall, upon expiration of this Lease, be transferred to the Sublessor without compensation to the Sublessee. The Sublessee will not permit any mechanics or other liens to be established or remain against the Subleased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Sublessee.

3. The Sublessor shall not be liable for any damage or injury to the Leased Premises or any property therein contained which may be sustained by the Sublessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about the Leased Premises, or the condition of any buildings thereon, or any part thereof, or from any other cause arising by virtue of the Sublessee's use or occupancy of the Leased Premises; and the Sublessee shall indemnify and hold harmless the Sublessor and the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair on said building made by the Sublessee, and from any and everything whatsoever arising from or out of occupancy by or under the Sublessee, its employees, agents, or servants, and from any loss or damage arising from any fault or negligence or action on the part of the Sublessee, its employees, agents, or servants.

4. The Sublessee will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. Any violation of this covenant shall be an event of default under this Sublease. The Sublessee assumes sole responsibility for, and will indemnify the Sublessor with respect to, the complete clean-up of any condition on the Leased Premises arising out of Sublessee's occupancy which may adversely affect the environment, whether such clean-up is pursuant to

judicial or administrative order or at the direction of the Sublessor in its sole discretion. This covenant shall survive termination of this Sublease.

5. The Sublessee shall not be responsible for any act or practice, which occurred prior to commencement of the initial term of this Sublease, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. The Sublessor assumes sole responsibility for, and will indemnify the Sublessee with respect to, the complete clean-up of any condition on the Leased Premises prior to the commencement of the initial term of this Sublease which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order. This covenant shall survive the termination of this Sublease.

6. Should the Subleased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Sublessee's business therein, the Sublessor may elect to restore or rebuild the Subleased Premises to the condition existing before such catastrophe, subject to the terms and conditions of the Main Lease.

ARTICLE VII
ASSIGNMENT

The Sublessee shall not have the privilege of assigning this Sublease, or re-subletting all or part of the Subleased Premises.

ARTICLE VIII
INDEMNITY OF SUBLESSOR AND LESSOR

1. The Sublessor and Lessor shall not be liable to the Sublessee for any damage or injury to the Sublessee or its property caused by or arising from the condition of the Leased Premises, or by the act or omission of occupants of any improvements hereafter located on the Leased Premises. Nor shall the Sublessor or Lessor be liable to the Sublessee for any damage or injury to its property occasioned by any happening (other than the Sublessor's active negligence) to or upon the Leased Premises, all claims against Sublessor and Lessor for any such damage or injury being hereby expressly waived by the Sublessee.

2. The Sublessee agrees that it will save harmless and indemnify the Sublessor and Lessor from all losses, costs, expenses, claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise, unless said loss, cost, expense, claim, cause of action, or demand arose from the Sublessor's active negligence hereunder.

3. The Sublessor agrees that it will save harmless and indemnify the Sublessee from all losses, costs, expenses, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the Sublessor's active negligence hereunder.

ARTICLE VIII
TERMINATION

Upon the termination of the Sublessee's rights hereunder, the Sublessee will surrender possession of the Subleased Premises to the Sublessor, together with the buildings and improvements thereon, in good condition and repair.

ARTICLE IX
RIGHTS OF SUBLESSOR

1. For purposes of determining the Sublessee's performance of its covenants under this Sublease, the Sublessor shall have the right to inspect the Leased Premises from time to time as deemed reasonably necessary by the Sublessor throughout the term of this Sublease.

2. In the event that the Sublessee shall make an assignment for the benefit of its creditors, or a Receiver be appointed for the Sublessee, or in case a Petition for adjudication of Sublessee as a voluntary or involuntary debtor shall be filed under the Acts of Congress relating to bankruptcy and the Sublessee be adjudicated a debtor thereon, or because of a petition filed voluntarily or involuntarily, for reorganization under the Bankruptcy Code, during the continuance of this Sublease, without having first paid and satisfied the Sublessor in full for all rent, utility or maintenance costs, which may become due and payable during said term, then this Sublease shall thereupon forthwith terminate, and the Sublessor shall forthwith take possession of the Subleased Premises, but not of the right hereunder as to the remainder of the term of this Lease as shall accrue to such assignee, Trustee in Bankruptcy, Receiver or purchaser at judicial sale and the Sublessor in such case shall only be entitled to the rent, utility or maintenance costs hereunder according to law.

3. On failure of the Sublessee to keep all the covenants of this Sublease, and such default continues for a period of fifteen (15) days, and provided that the Sublessor shall have given to the Sublessee ten (10) days written notice by registered mail, at the Sublessee's office of the Sublessor's intention to enter judgment under this clause, or to remove the Sublessee from the Leased Premises at the termination of the same, then the Sublessee hereby authorizes and empowers any attorney of any Court of Record in Pennsylvania, or elsewhere, to appear for it and confess and enter judgment for the total sum due during the term of the Sublease, with or without declaration, with cost of suit and reasonable attorney's fees, release of errors, without stay of execution; and the Sublessee does hereby waive and release all relief from any and all appraisement, stay and exemption laws of any state now in force or hereafter to be passed; or the Sublessor may issue Landlord's warrant for collection of such rental, utility or maintenance costs in case default be not made good after such notice as aforesaid; or the Sublessor at its option may proceed by action of ejectment on this Lease after default made as aforesaid, and in such case, the Sublessee hereby authorizes and empowers any attorney of any Court of Record to appear for it in an amicable action of ejectment for the Subleased Premises to be entered by the Prothonotary, and confess judgment therein in favor of the Sublessor against the

Sublessee for the Leased Premises, and authorizes the issuing of a Writ of Possession with Writ of Execution for the costs.

4. If the Sublessee be in default in the performance of any of its covenants hereunder, the failure to perform which would impose financial obligation or risk on the Sublessor, the Sublessor may pay, perform and discharge such covenant or obligation of the Sublessee and the amount or amounts so paid shall be deemed and taken as additional rent due and payable from the Sublessee.

5. A determining of the term, or the receipt of rent, utility or maintenance costs after default or after judgment, or after execution, shall not deprive the Sublessor of other actions against the Sublessee for possession, or for damages, and no waiver of a breach of any of the covenants of this Sublease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The Sublessor may cumulatively use any or all of the remedies herein given and those prescribed by law.

6. The Sublessor shall exercise no rights accruing to the Sublessor hereunder by reason of any default of the Sublessee, unless prior to the exercise of such right, the Sublessor shall have given ten (10) days written notice by registered mail to the Sublessee, at the Sublessee's office.

7. In the event that the Sublessee shall breach any of the terms of this Sublease and the Sublessor, not being in default, shall be required to employ attorneys to protect or enforce its rights hereunder and shall prevail thereon, then the Sublessee agrees to pay the Sublessor's reasonable attorneys' fees so incurred.

8. In the event that the Sublessor shall breach any of the terms and the Sublessee, not being in default, shall be required to employ attorneys to protect or enforce its rights hereunder and shall prevail thereon, then the Sublessor agrees to pay the Sublessee's reasonable attorney's fees so incurred.

ARTICLE X
MISCELLANEOUS

1. The terms and conditions of this Sublease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Erie County, Pennsylvania. The Sublessor and the Sublessee hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

2. All notices required to be given under this Sublease shall be given by certified or registered mail, addressed to the proper party at the last known address of said party.

3. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (when permitted hereunder).

4. No modification, amendment or alteration of the terms of this Sublease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Sublessor and the Sublessee.

5. Time shall be of the essence for all purposes under this Sublease.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

SUBLESSOR:
ERIE COUNTY COMMUNITY COLLEGE

_____
Secretary

BY:_____
President

ATTEST:

SUBLESSEE:
NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

_____
Secretary

BY:_____
President

SUBLETTING OF SUBLEASED PREMISES IS APPROVED AS FOLLOWS:

ATTEST:

SUBLESSEE:
ERIE COUNTY TECHNICAL SCHOOL

Jessica Francis
Secretary

BY:_____
Board President

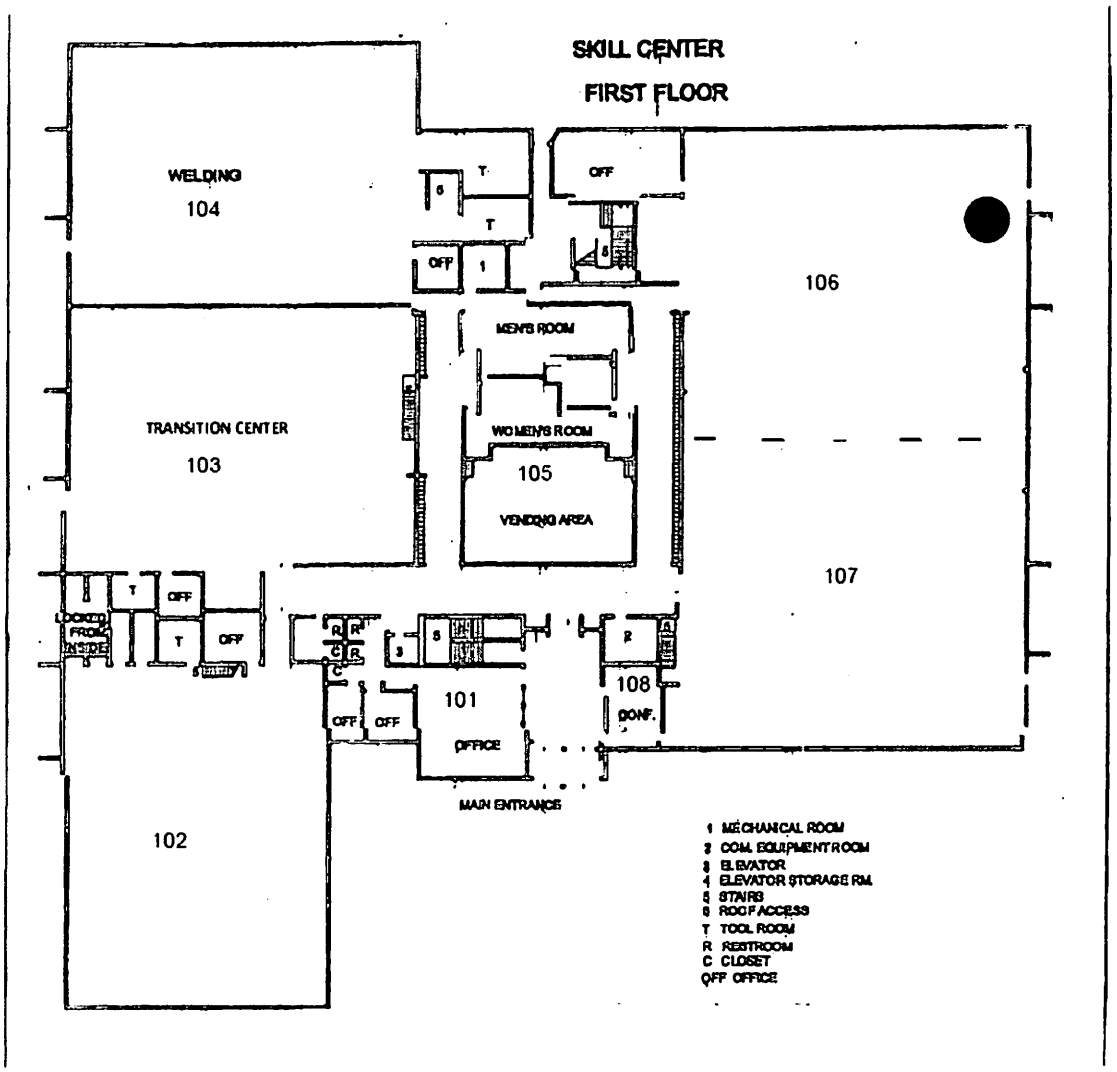
Date: 09/25/25

2624852.v1

EXHIBIT A

SUBLEASED PREMISES

The Subleased Premises shall include classrooms 203, 204 and 207, as well as all common areas, including, but not limited to, corridors, lobbies, stairways, vestibule, rest rooms and student activity rooms. The scheduling of the classrooms and any student activity rooms shall be done through common agreement between EC3 and IU5.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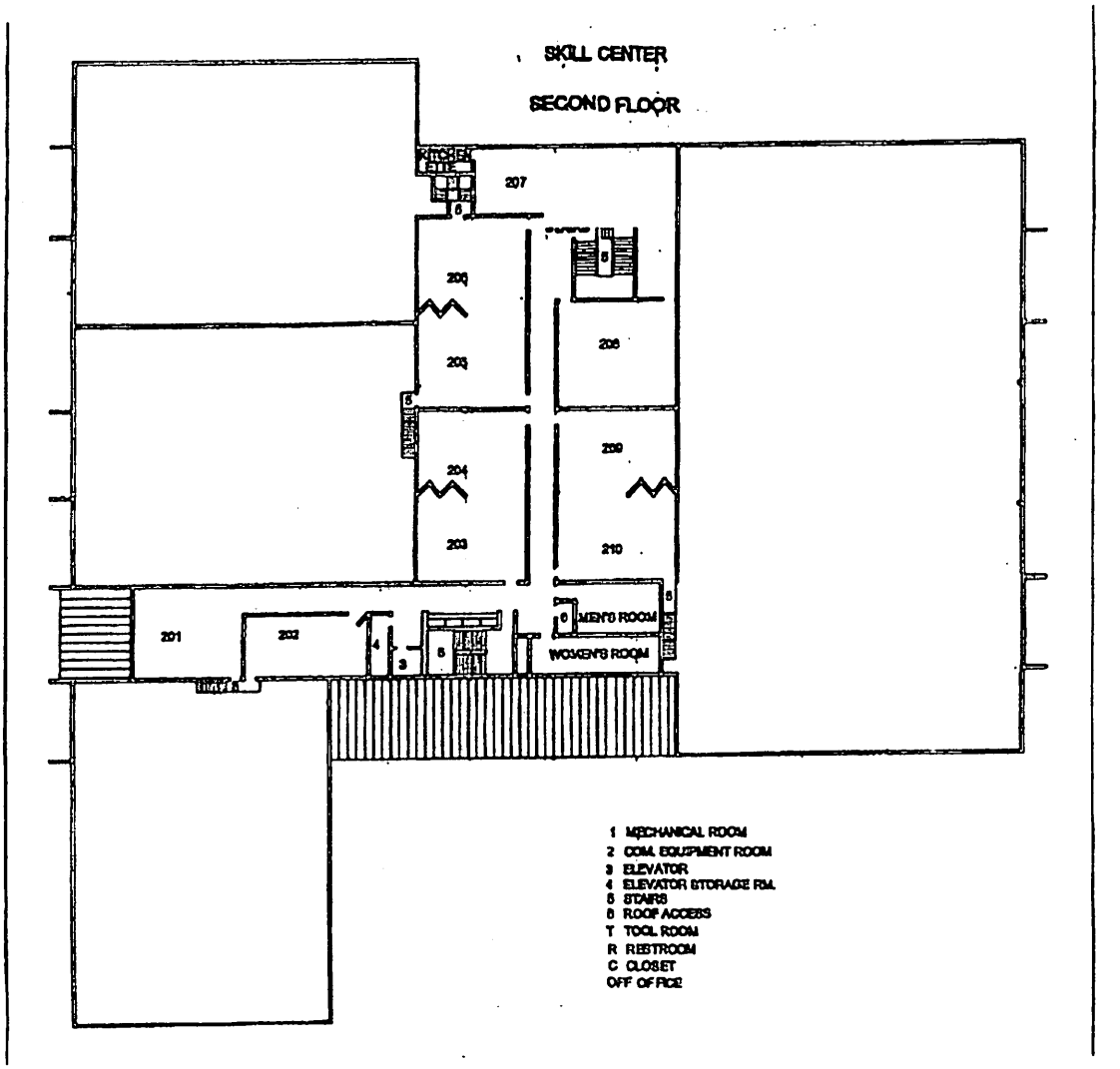
FIRST FLOOR
WELDING
104
TRANSITION CENTER
103
102
106
107
105
MEN'S ROOM
WOMEN'S ROOM
VENDING AREA
101
OFFICE
108
CONF.
MAIN ENTRANCE
OFF
T
R
C
1 MECHANICAL ROOM
2 COM. EQUIPMENT ROOM
3 ELEVATOR
4 ELEVATOR STORAGE RM.
5 STAIRS
6 ROOF ACCESS
T TOOL ROOM
R RESTROOM
C CLOSET
OFF OFFICE


SKILL CENTER
SECOND FLOOR
KITCHEN
207
200
203
206
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209
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210
201
202
MEN'S ROOM
WOMEN'S ROOM
1 MECHANICAL ROOM
2 COM. EQUIPMENT ROOM
3 ELEVATOR
4 ELEVATOR STORAGE RM.
5 STAIRS
6 ROOF ACCESS
T TOOL ROOM
R RESTROOM
C CLOSET
OFF OFFICE

EXHIBIT B

MAIN LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this January 23, 2025, by and between ERIE COUNTY TECHNICAL SCHOOL located at 8500 Oliver Road, Erie, Pennsylvania 16509, hereinafter referred to as the "Lessor", and COMMUNITY COLLEGE OF ERIE COUNTY, 2403 W. 8th Street, Erie, Pennsylvania 16508, hereafter referred to as the "Lessee".

In consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. LEASED PREMISES

1. The Lessor hereby leases to the Lessee, effective March 1, 2025, and subject to the terms and conditions of this Lease, hereinafter referred to as the "Lease", a portion of the Regional Skill Center Building and grounds area, including the paved and gravel areas adjacent to the building, as more clearly designated on Exhibit 1 attached hereto, located at 8500 Oliver Road, Erie, Pennsylvania, hereinafter referred to as the "Leased Premises".

2. The Lessee shall have the right to use the Leased Premises for college educational programs.

ARTICLE II. TERM OF LEASE

The initial term of this Lease shall be for ten years and four months and shall begin on March 1, 2025 and ending on June 30, 2035. The Lease shall be renewed automatically for three (3) succeeding terms of five (5) years each unless either party gives written notice to the other by January 1 of the last year of the current term of their intention to not renew the lease as of June 30 of that year.

ARTICLE III. RENT

The Lessee agrees to pay the Lessor, in return for the Leased Premises, a fixed amount of $18,400 per month for the first 124 months of the lease payable on or before the 25th day of the month prior to the month of usage for the use of the Leased Premises. The rent will be for spaces 101, 102, 104, 201, 202, 203, 204, 205, 206, 207 and 50% of the square footage of shared spaces (hallways, stairwells, vestibule, common areas and restrooms) in the Skills Center Building of the Lessor (total square footage being charged for rent is 17,740). Starting March 1, 2035, the rent will increase if the lease is extended through negotiation of both parties with Erie County Technical School looking at actual costs for the square footage in the building.

ARTICLE IV. UTILITY CHARGES

The Lessee shall throughout the term of this Lease, pay or cause to be paid all charges (including any assessment for improvements) incurred on and after commencement of the initial term of this Lease for gas, electricity, light, heat, power, telephone, sewer and water rent or charges, or other services used, rendered or supplied to the Lessee in connection with the Leased Premises.

ARTICLE V. INSURANCE

1. The Lessor shall, throughout the term of this Lease, keep constantly insured at its full insurable value against loss or damage by fire, windstorm, lightening, riot, civil commotion, malicious mischief, vandalism and those perils included from time to time in the so-called extended coverage insurance endorsement, the buildings and improvements including the Leased Premises. Lessee shall maintain sufficient insurance in amounts proper to protect Lessee's personal property, equipment and contents within the Leased Premises.

2. The Lessee shall also be responsible for insuring all property which may be stored in or upon the Lease Premises.

3. The proceeds of the policy of insurance provided for in Paragraph 1 hereof shall be payable to the Lessor and Lessee as acquired as set forth in Paragraph 1.

4. The Lessee shall, throughout the term of this Lease, maintain sufficient insurance in amounts proper (no less than $1,000,000 per person/$1,000,000 per occurrence) to protect the parties with respect to general public liability and property damage caused by virtue of the Lessee's use or occupancy of the Leased Premises. Such policies, by their terms, shall indemnify the Lessor and the Lessee as their respective interests may appear and the Lessee shall provide evidence thereof to the Lessor.

5. Following the expiration of the notice and cure periods set forth in Section 6 of Article XIV hereof, the cancellation of the insurance required hereinabove shall be construed as a breach of the Lessee's covenants and warranties hereunder and the Lessor shall have the right to eject the Lessee from the Leased Premises without losing or waiving any of its rights hereunder.

6. Upon securing the insurance coverages required pursuant to this Article, the Lessee shall give written notice thereof to the Lessor, together with a certified copy of the applicable insurance binders. Proof shall also be given by the Lessee to the Lessor that each of the policies required pursuant to this Article expressly provides that said policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

ARTICLE VI. REPAIRS AND MAINTENANCE

1. The Lessee shall at all times during the term hereof, faithfully maintain and keep in good order and repair the sewer connections, plumbing work, heating and air conditioning apparatus, gas, electric, light and water fixtures and shall pay all costs or expenses necessary for keeping the Leased Premises and the appurtenances thereto in such order and repair. The Lessee shall further be responsible for repairing or replacing the Leased Premises, that are damaged as a result of the Lessee's use or negligence beyond reasonable wear and tear and acts of God. The Lessee shall further be responsible for all routine maintenance of the Leased Premises. The Lessee shall not be responsible for any cost for repairs or maintenance incurred by the Lessor prior to the commencement of the initial term of this Lease. The Lessee shall, at the expiration of the term hereof, surrender the Leased Premises to the Lessor in as good condition and repair as at the commencement of said term, except for reasonable wear and tear and acts of God.

2. The Lessee shall be responsible to provide custodial services for the Leased Premises. These services shall include the removal of garbage from the Leased Premises.

3. The Lessor shall faithfully maintain and keep in good order and repair the roof, the remainder of the building not included in the Lease and exterior of the building.

ARTICLE VII. CAPITAL IMPROVEMENTS

The Lessee shall not alter, modify or improve the Leased Premises without receiving the prior written consent of the Lessor, which shall not be unreasonably withheld. Lessee shall submit all construction plans and documents to Lessor for approval prior to the commencement of construction and improvement activities upon the Leased Premises. The cost of any such construction, reconstruction, demolition, or of any change, alteration, or improvements, which is undertaken by Lessee shall be borne and paid for by Lessee. The Lessee shall comply with applicable rules and regulations, specifically including full compliance with the regulations of the Pennsylvania Department of Labor and Industry and the Lessor. Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purposes of granting such easements and dedications as may be necessary for streets, water, sewer, drainage, gas, power lines, and similar rights over or within portions of the Leased Premises. Any such alterations, additions, improvements and fixtures (except trade fixtures) made or placed in or upon the Leased Premises shall, upon expiration of this Lease, belong to the Lessor without compensation to the Lessee. The Lessee will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the Leased Premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee.

ARTICLE VIII. LIABILITY

1. The Lessor shall not be liable for any damage or injury to the Leased Premises or any property therein contained which may be sustained by the Lessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about the Leased Premises, or the condition of any buildings thereon, or any part thereof, or from any other cause arising by virtue of the Lessee's use or occupancy of the Leased Premises; and the Lessee shall indemnify and hold harmless the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair on said building made by the Lessee, and from any and everything whatsoever arising from or out of occupancy by or under the Lessee, its employees, agents, or servants, and from any loss or damage arising from any fault or negligence or action of the part of the Lessee, its employees, agents, or servants.

2. The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to

environmental protection or the disposition of hazardous substances. Any violation of this covenant shall be an event of default under this Lease. The Lessee assumes sole responsibility for, and will indemnify the Lessor with respect to, the complete clean-up of any condition on the Leased Premises caused by Lessee's employees or invitees which adversely affects the environment, whether such clean-up is pursuant to judicial or administrative order or at the direction of the Lessor in its reasonable discretion. This covenant shall survive termination of this Lease for a period of six (6) months.

3. The Lessee shall not be responsible for any act or practice, which occurred prior to commencement of the initial term of this Lease, that would violate any federal, state or local laws, regulations or guidelines applicable to the Leased Premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. The Lessor assumes sole responsibility for, and will indemnify the Lessee with respect to, the complete clean-up of any condition on the Leased Premises prior to the commencement of the initial term of this Lease which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order. This covenant shall survive the termination of this Lease.

4. Should the Leased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Lessee's business therein, and such damage can be repaired within sixty (60) days, the Lessor may elect to restore or rebuild the Leased Premises to the condition existing before such catastrophe. Any restoration so undertaken by the Lessee shall be at the Lessee's expense and shall be completed within sixty (60) days from said catastrophe, during which time this Lease shall remain in effect and the rent shall be abated or apportioned taking into account the proportion of the Leased Premises rendered untenantable. Should the Lessee elect not to restore the Leased Premises, or be unable to do so, then this Lease may be terminated by either party upon written notice to the other effective as of the date of the catastrophe. The Lessor may elect, in its sole discretion, to restore the Leased Premises with Lessee's insurance proceeds for the Leased Premises. The Lessor shall make any election herein granted within thirty (30) days from the happening of the catastrophe, in default of which election, the Lessee may cancel this Lease effective at the expiration of said thirty (30) days.

ARTICLE IX. PERSONAL PROPERTY

Lessee may place upon the Leased Premises any personal property and the like and may remove the same at any time during the term of this Lease. All personal property shall remain the property of the Lessee during the term of this Lease, or any renewal term, and, in case of damage or destruction thereto by fire or other causes, the Lessee shall have the right to recover as its own loss from any insurance company with which such Leased Premises has been insured. Lessee may remove all personal property at any time during the term or at its option, the Lessee may abandon the same in whole or in part to the Lessor at the end or other expiration of the term by vacating the Leased Premises without removing the same. Lessee shall pay the costs to repair any damage to the Leased Premises caused by the removal of any such personal property.

ARTICLE X. SIGNS

Lessee shall have the right to install signs on the exterior of the Leased Premises and on Flower Road adjacent to the driveway providing access to the Leased Premises, at a location to be approved by the Lessor, at its expense and with Lessor's consent, which shall not be unreasonably withheld, in accordance with applicable laws, regulations and Summit Township ordinances.

ARTICLE XI. ASSIGNMENT

1. The Lessee shall not have the privilege of assigning this Lease, or subletting all or part of the Leased Premises without first obtaining the written approval of the Lessor. Any such assignment or subletting, if permitted by the Lessor, must be performed in writing and must incorporate by reference thereto, this Lease Agreement as to all of its terms and conditions and any terms or conditions in said assignment or sublease which are contradictory hereto shall be construed as a nullity and shall be given no force or effect.

2. The Lessor is expressly given the right to assign any or all of its interest under this Lease, provided such assignment does not unreasonably interfere with the Lessee's quiet enjoyment of the Leased Premises during the remainder of the term of this Lease.

ARTICLE XII. INDEMNITY OF LESSOR

1. The Lessor shall not be liable to the Lessee for any damage or injury to the Lessee or its property caused by or arising from the condition of the Leased Premises, or by the act or omission of occupants of any improvements hereafter located on the Leased Premises. Nor shall the Lessor be liable to the Lessee for any damage or injury to its property occasioned by any happening (other than the Lessor's active negligence) to or upon the Leased Premises, all claims against Lessor for any such damage or injury being hereby expressly waived by the Lessee.

2. The Lessee agrees that it will save harmless and indemnify the Lessor from all losses, costs, expenses, claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise directly resulting from Lessee's use and occupancy of the Leased Premises, unless said loss, cost, expense, claim, cause of action, or demand arose from the Lessor's active negligence hereunder.

3. The Lessor agrees that it will save harmless and indemnify the Lessee from all losses, costs, expenses, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the Lessor's active negligence hereunder.

ARTICLE XIII. TERMINATION

Upon the termination of the Lessee's rights hereunder, the Lessee will surrender possession of the Leased Premises to the Lessor, together with the buildings and improvements thereon, in good condition and repair, reasonable wear and tear excepted, pursuant to the obligations imposed by Article VI and VII hereof, which premises, buildings and improvements shall thereupon revert to and become the property of the Lessor to have and to hold in fee simple, free of all claims of the Lessee, its successors or assigns.

ARTICLE XIV. DEFAULT AND REMEDIES

1. For purposes of determining the Lessee's performance of its covenants under Article VI and VII hereof, the Lessor shall have the right to inspect the Leased Premises from time to time as deemed reasonably necessary by the Lessor throughout the term of this Lease.

2. In the event that the Lessee shall make an assignment for the benefit of its creditors, or a Receiver be appointed for the Lessee, or in case a Petition for adjudication of Lessee as a voluntary or involuntary debtor shall be filed under the Acts of Congress relating to bankruptcy and the Lessee be adjudicated a debtor thereon, or because of a petition filed voluntarily or involuntarily, for reorganization under the Bankruptcy Code, during the continuance of this Lease, without having first paid and satisfied the Lessor in full for all rent which may become due and payable during said term, then this Lease shall thereupon forthwith terminate, and the Lessor shall forthwith take possession of the Leased Premises, but not of the right hereunder as to the remainder of the term of this Lease as shall accrue to such assignee, Trustee in Bankruptcy, Receiver or purchaser at judicial sale and the Lessor in such case shall only be entitled to the rent hereunder according to law.

3. Upon the failure of the Lessee to keep all the covenants of this Lease, and following the expiration of the notice and cure periods set forth in Section 6 below, then the Lessor at its option may proceed by action of ejectment on this Lease after default made as aforesaid, and in such case, the Lessee hereby authorizes and empowers any attorney of any Court of Record to appear for it in an amicable action of ejectment for the Leased Premises to be entered by the Prothonotary, and confess judgment therein in favor of the Lessor against the Lessee for the Leased Premises, and authorizes the issuing of a Writ of Possession with Writ of Execution for the costs.

4. If the Lessee be in default in the performance of any of its covenants hereunder, the failure to perform which would impose financial obligation or risk on the Lessor, the Lessor may pay, perform and discharge such covenant or obligation of the Lessee and the amount or amounts so paid shall be deemed and taken as additional rent due and payable from the Lessee.

5. A determining of the term, or the receipt of rent after default or after judgment, or after execution, shall not deprive the Lessor of other actions against the Lessee for possession, or for damages, and no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The Lessor may cumulatively use any or all of the remedies herein given and those prescribed by law.

6. The Lessor shall exercise no rights accruing to the Lessor hereunder by reason of any default of the Lessee, unless prior to the exercise of such right, the Lessor shall have given ten (10) days written notice of any failure to pay rent and thirty (30) days written notice of any other default by registered mail to the Lessee, at the Lessee's office. During such 10 or 30 day period, as applicable, Lessee shall have the right to cure such default.

7. In the event that the Lessee shall breach any of the terms of this Lease and the Lessor, not being in default, shall be required to employ attorneys to protect or enforce its rights

hereunder and shall prevail thereon, then the Lessee agrees to pay the Lessor's reasonable attorneys' fees so incurred.

8. If Lessee defaults in the performance of any of its obligations under this Lease ("Lessee's Default"), Lessor shall notify Lessee of the default and Lessee shall have thirty (30) days after receiving such notice to cure the default except in the case of an emergency where no prior notice from Lessor shall be required. If Lessee is not reasonably able to cure the default within a thirty (30) day period, Lessee shall have an additional reasonable period of time to cure the default as long as Lessee commences the cure within the thirty (30) day period and thereafter diligently pursues the cure. In the event of a default by Lessee in the performance of any of Lessee's obligations under this Lease, and provided Lessor shall have so notified Lessee, and in the event such default remains uncured for more than thirty (30) days after Lessee received such notice, or in the event such default is of such a nature that it cannot reasonably be cured within such thirty (30) day period and Lessee or such other notified party has not commenced to cure such default with due diligence, Lessor may elect: (a) to pursue any remedy available to Lessor at law or in equity; (b) to perform such obligation, in which event Lessee shall reimburse Lessor for the reasonable out-of-pocket costs incurred by Lessor for such performance within ten (10) days from receipt by Lessee of bills and invoices, in reasonably satisfactory detail, covering all items expended and used by Lessor in so performing Lessee's obligations; (c) in the event Lessee shall not reimburse Lessor as provided in the preceding subparagraph (b), Lessor may deduct the cost thereof from the Rent; or (d) if any such default prohibits Lessor from conducting its normal business operations on the Premises for a period of thirty (30) consecutive days after Lessor gives written notice thereof to Lessee, terminate this Lease. Provided, however, despite such notice and the expiration of such cure period, Lessor shall have no right to perform an obligation of Lessee unless such performance by Lessor: (i) is necessary to prevent imminent injury or damage to persons or Lessor's property; or (ii) is necessary to remedy any material and adverse effect on Lessor's business operations at the Premises.

ARTICLE XV. SUBORDINATION

1. This Lease shall be subject and subordinate at all times to the lien of any mortgages in any amount or amounts whatsoever now placed or hereafter placed on the Leased Premises and/or on the Lessor's interest or estate therein without the necessity of any further instrument or act on the part of the Lessee to effectuate such subordination.

2. The Lessee waives any and all damages caused by termination of this Lease due to foreclosure pursuant to an existing or future encumbrance described in Paragraph 1 above.

ARTICLE XVI. MISCELLANEOUS

1. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Erie County, Pennsylvania. The Lessor and the Lessee hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

2. All notices required to be given under this Lease shall be given by certified or registered mail, addressed to the proper party at the last known address of said party.

3. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (when permitted hereunder).

4. No modification, amendment or alteration of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Lessor and the Lessee.

5. Time shall be of the essence for all purposes under this Lease.

6. Lessor covenants that Lessee, its successors and assigns, shall have continuous, peaceable, uninterrupted, and exclusive possession and quiet enjoyment of the entire Leased Premises during the term of this Lease.

7. This Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. E-mailed scanned signatures and facsimile signatures shall be as valid as original hard copy signatures.

8. If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover Rent or other sums due, to terminate the tenancy of the Premises or to enforce, protect or establish any term, condition or covenant of this Lease or right of either party, the prevailing party shall be entitled to recover as a pad of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs to be fixed and determined by the court in such action or proceeding.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

Secretary

LESSOR:
ERIE COUNTY TECHNICAL SCHOOL

Board President

ATTEST:

Secretary

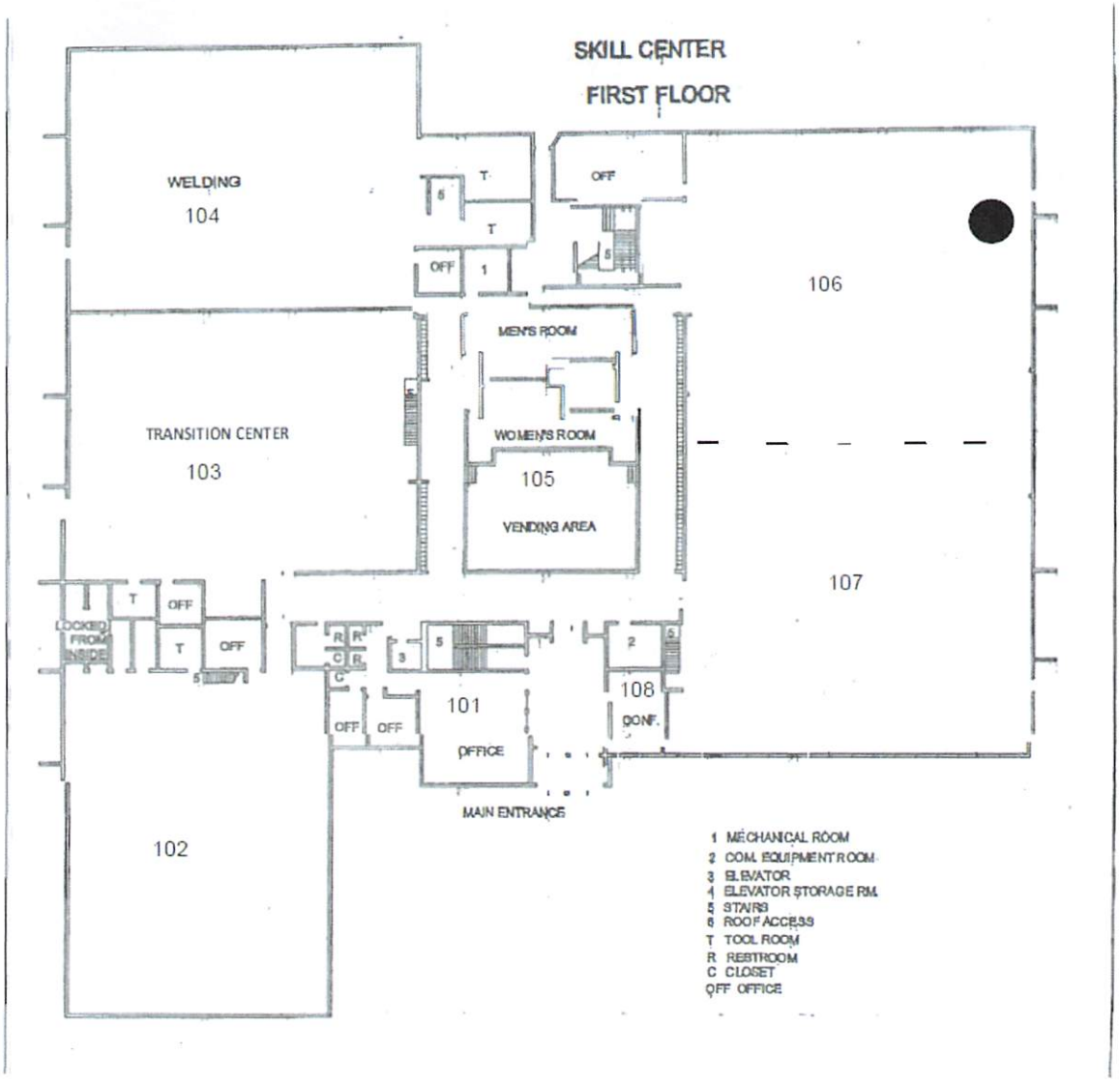
LESSEE:
COMMUNITY COLLEGE OF ERIE COUNTY

President 2/7/2025

2572775.v3

EXHIBIT 1

#2572775.v3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WELDING
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TRANSITION CENTER
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VENDING AREA
MEN'S ROOM
WOMEN'S ROOM
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CONF.
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4 ELEVATOR STORAGE RM.
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T TOOL ROOM
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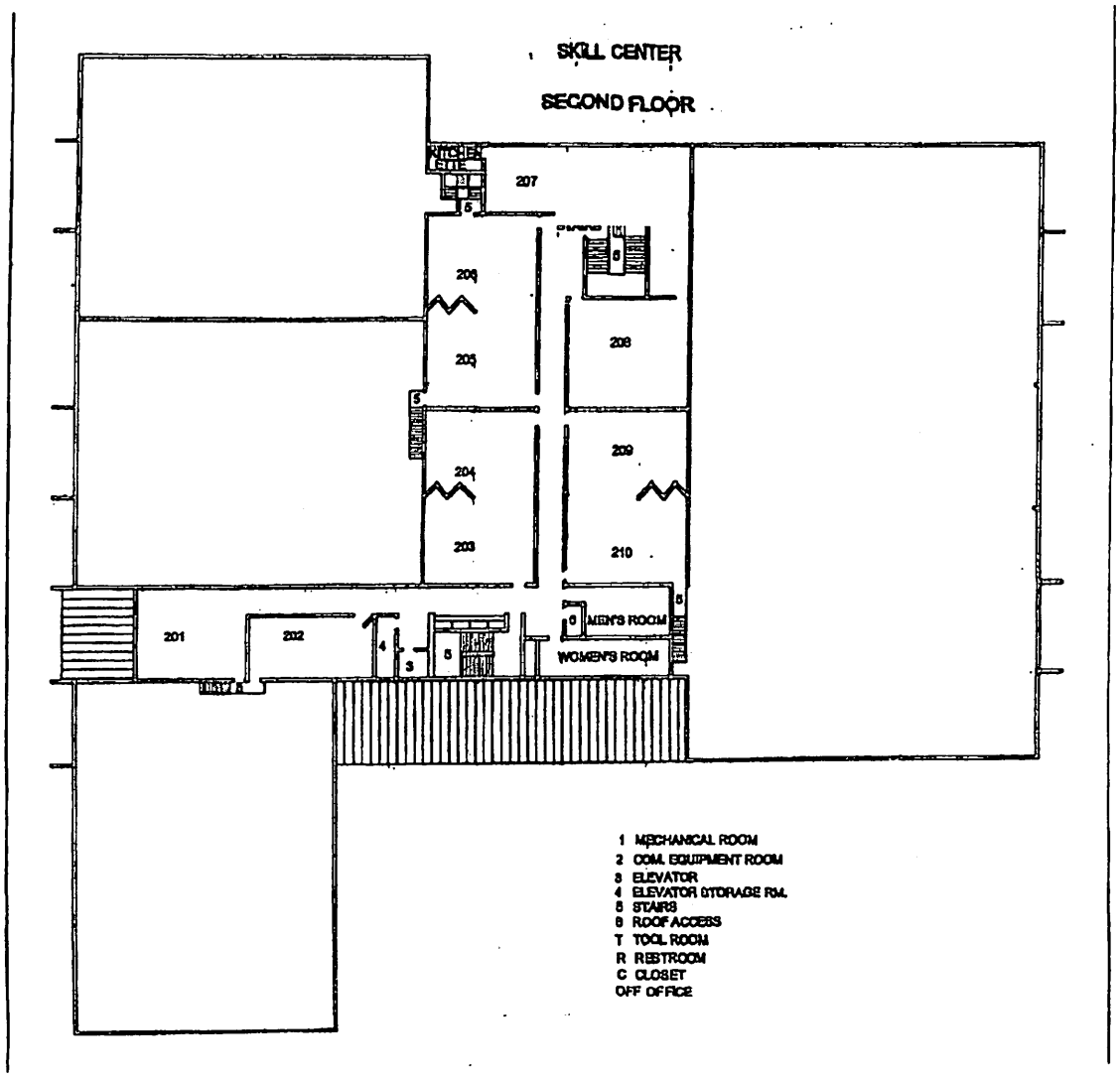
OFF OFFICE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