

LEASE

THIS LEASE, made and entered into at Erie, Pennsylvania, this 31 day of October, 2023 (the "Execution Date"), by and between COUNTY OF ERIE, a Pennsylvania County of the Third Class, with its principal office in the County of Erie and Commonwealth of Pennsylvania, hereinafter called "Landlord" and GANNON UNIVERSITY, a Pennsylvania nonprofit corporation, with its principal office in the County of Erie and Commonwealth of Pennsylvania, hereinafter called "Tenant."

WITNESSETH, that for and in consideration of the rent hereinafter reserved and to be paid by Tenant to Landlord, and the performance by both parties hereto of all duties and obligations hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. LEASEHOLD PREMISES. Landlord, warranting that it has title, interest, and authority to do so, does hereby rent, lease and demise unto Tenant, its successors and assigns, to be used and occupied only as a research center and educational facility and for no other purpose, the hereinafter described premises (hereinafter referred to as the "Leased Premises"), including, in common with Landlord and Landlord's other tenants, the right to the use of all parking areas, sidewalks, and other common facilities, and any and all easements or rights-of-way thereto appurtenant. The Leased Premises are described as follows:

Approximately 3,280 square feet of building space as further depicted on Exhibit A attached hereto in the building (the "Building") located on the property commonly known as the Blasco Library, 160 East Front Street, City of Erie, Erie County, Pennsylvania (the "Property"), together with shared use of (i) the classroom and Idea Lab located in the Building, (ii) the Building's garage bay to transport materials and equipment in and out of the Leased Premises and store a golf cart or other small utility vehicle, and (iii) the restrooms and other common areas of the Building.

2. TERM.

a. Initial Term. The initial term of this Lease shall commence on the Execution Date, and shall continue, except as hereinafter provided, for a term of twenty-five (25) years from and after the Completion Date (defined in Section 4a hereof) (as may be extended, the "Term").

b. Right to Terminate. At any time following the tenth anniversary of the Completion Date, Landlord and Tenant shall each have the right to terminate this Lease during the initial Term or any renewal Term upon 365 days prior written notice to the other party.

3. EXTENSION OPTIONS. Tenant shall have the option to extend the Term of this Lease for four (4) additional 5-year terms (each, an "Extension Term"). Each such option shall be exercised by Tenant giving notice of said election to Landlord no less than ninety (90) days but not more than one hundred eighty (180) days prior to the expiration of the initial Term or prior renewal term. In all respects said Extension Term shall be on the same terms and conditions as set forth herein; provided however, rent during each Extension Term shall be adjusted to an amount to be negotiated by the parties in good faith at the time Tenant exercises each such Extension Option.

4. RENT.

a. From the Execution Date until the completion of Tenant's improvements to the Leased Premises (the "Completion Date"), Tenant shall be granted rent-free possession of the Leased Premises, subject to all terms and conditions of this Lease except the obligation to pay rent, for the

purpose of the construction of such improvements. Tenant shall not occupy the Leased Premises for any other purpose until the Completion Date.

b. From and after the Completion Date, Landlord reserves and Tenant agrees to pay to Landlord as rent for the Leased Premises the base sum of \$22,956.00 per year (based on a rate of \$7.00 per square foot per year), payable in equal monthly installments of \$1,913.00 in advance on or before the first day of each and every calendar month during the term of this Lease (the "Base Rent"). All rental payments shall be paid by Tenant's check or draft payable to the order of Landlord and mailed by first class mail to such payee at the address hereinafter set forth in the paragraph captioned "Notices." If the monthly rental shall not have been received by Landlord by the fifth (5th) day of the month following the date when the payment is due, then Tenant agrees to pay a late charge of \$100.00 to compensate Landlord for additional administrative costs, expenses, and damages, because of Tenant's late payment.

5. TAXES, UTILITIES, AND ASSESSMENTS. Landlord shall pay any real estate taxes on the Property, and (ii) all utility charges assessed against or attributable to the Building and Leased Premises during the term of the Lease except for electric and water, which Tenant shall be responsible to pay directly to the respective utility providers. In furtherance, as part of Tenant's initial improvements to the Leased Premises and prior to the Completion Date, Tenant will install separate water and electrical meters for the Leased Premises and an appropriate size electrical subpanel to measure electrical and water use to be billed monthly at maximum kwh/gal rates per utility providers. Commencing with the commencement date of the Lease term, Tenant shall pay all telephone, cable, or other communication charges, during the term of the lease and any and all renewals thereof.

6. REPAIRS AND MAINTENANCE.

a. Landlord's Obligations. At its own cost and expense, Landlord agrees to make all necessary repairs during the term of the Lease, and any extension or renewal thereof to the roof, gutters and downspouts of any building located upon or containing the Leased Premises, and all necessary structural repairs to the exterior walls, foundations, outside plumbing from the points that Tenant's inside plumbing meets the city water and sewer lines, and to make all repairs and replacements of heating, ventilation, and air conditioning equipment as required, and repairs and maintenance of all sidewalks and parking areas, including snow removal from such parking areas.

b. Tenant's Obligations.

(1) Tenant shall use due care in the use and occupancy of the Leased Premises and shall maintain same in good condition and repair in keeping of the remainder of the Building. Tenant shall pay for and shall be responsible for all maintenance to and all repairs associated with the Leased Premises, and all parts thereof, including, but not limited to, all fixtures, and electrical and plumbing systems within the Leased Premises, as well as the interior and exterior walls, windows, doors, loading docks, including any part of the Leased Premises damaged by Tenant and/or Tenant's employees, clients, tenants, customers, guests or invitees. Except as provided in Section 8.a, any and all improvements which are now or may be erected or placed on said Leased Premises at any time during said term, or any renewals thereof, shall be kept in good and substantial order and repair by Tenant at its sole cost and expense.

(2) Tenant shall comply with all laws, ordinances, orders, regulations, rules, requirements, notices, violations and penalties (hereinafter called "said legal requirements"), and shall pay any and all costs and expenses incidental to such compliance, and shall indemnify and save harmless Landlord of and from all costs, expenses, claims, and damages by reason of any said legal requirements filed against or imposed upon said Leased Premises, or any part thereof, or against Landlord as owner

thereof, because of the failure of Tenant to comply with this covenant. Tenant shall have the right to contest the validity of or seek a variance from or review said legal requirements by legal proceedings or in such other manner as it deems suitable, and may have, if able, said legal requirements canceled, removed or revoked without actual compliance with the same, and if said actions or proceedings are instituted, they shall be conducted promptly at the expense of Tenant and free of all expense by Landlord. If, and whenever, said legal requirements shall become absolute against Tenant and the Leased Premises, or against Landlord, after contest thereof, Tenant shall then comply with the same with due diligence and, in default thereof for ten (10) days, Landlord may comply therewith and the costs and expenses in doing so may be paid by Landlord and all rights hereunder asserted against Tenant. Landlord will join in any contest provided for in this paragraph at the request of Tenant, but at Tenant's sole cost and expense, and as a condition of such joinder may require reasonable indemnity against cost or other damages by reason of such joinder.

7. IMPROVEMENTS.

a. With Landlord's advance written approval of plans and specifications, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be authorized to improve the Leased Premises and to remodel same to accommodate its needs and purposes. In doing so, Tenant shall comply with all applicable rules and regulations specifically including full compliance with the regulations of the Pennsylvania Department of Labor and Industry. A copy of the certificate of compliance issued by the Pennsylvania Department of Labor and Industry shall be furnished to Landlord when issued and Tenant agrees to promptly secure same when the work is completed and the Leased Premises made for occupancy. From and after its initial fit-out, Tenant, however, shall not make any substantial change in the construction or design of the Leased Premises that costs in excess of Twenty Thousand and 00/100 Dollars (\$20,000.00) without first securing the written approval of Landlord. Any and all Tenant improvements shall become a part of the Leased Premises; and all such improvements shall remain at the Leased Premises at the expiration or earlier termination of the Lease Term.

b. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant unless Tenant shall promptly bond such lien; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien, if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

8. DAMAGE AND DESTRUCTION.

a. Should the Building or the Leased Premises be so damaged by fire or other causes during the last year of the term of this Lease as to render the Leased Premises untenantable, then this Lease shall terminate and Tenant shall be allowed an abatement of rent from the date of such damage.

b. If, during the term of this Lease, excepting the last year thereof, the building or Leased Premises should be totally destroyed by fire or other causes, or so damaged that rebuilding or repairs cannot be completed or are not completed within one hundred twenty (120) days from date of fire or other cause of damage, this Lease shall terminate and Tenant shall be allowed an abatement of rent from the date of such damage or destruction.

c. However, if during the term of this Lease, excepting the last year thereof, damage is such that rebuilding or repairs can be completed within one hundred twenty (120) days from the date of fire or other causes of damage, Landlord will within thirty (30) days from the date of fire or other cause of damage notify Tenant in writing of Landlord's decision to rebuild or repair, and Landlord covenants and agrees to rebuild or repair and have the building and Leased Premises ready for occupancy within one hundred twenty (120) days from date of fire or other cause of damage. If the building and Leased Premises are not rebuilt or repaired and ready for occupancy within one hundred twenty (120) days (strikes and Acts of God excluded) from date of fire or other cause of damage, then this Lease shall terminate and Tenant shall be allowed abatement of rent from the date of such damage or destruction. If the building and Leased Premises are rebuilt or repaired and ready for occupancy within one hundred twenty (120) days (strikes, government orders, and Acts of God excluded) from date of fire or other cause of damage, Tenant shall be allowed an abatement of rent during the period of repairs.

d. In all cases of damage or destruction, Landlord shall be entitled to the proceeds of the fire and extended coverage insurance described hereinbelow.

9. INSURANCE. During the term hereof, and all renewals and extensions hereof:

a. Landlord shall keep the Building insured against loss or damage by fire and all standard extended coverages in such companies as Landlord may select, which are duly licensed to do business in the Commonwealth of Pennsylvania, for the full, fair insurable value thereof.

b. Tenant shall keep all improvements and equipment on, in, or appurtenant to the Leased Premises including all alterations, additions and improvements, insured against loss or damage by fire and all standard extended coverages in such companies as Tenant may select, which are duly licensed to do business in the Commonwealth of Pennsylvania, for the full, fair insurable value thereof.

c. Tenant shall provide and pay for owners, landlords and tenants public liability insurance, naming Landlord and Tenant as insureds thereon, as their interests may appear. The minimum limits of said policies shall be: One Million Dollars (\$1,000,000.00) as to any one occurrence; Five Hundred Thousand Dollars (\$500,000.00) as to injuries to any one person; and Two Hundred Fifty Thousand Dollars (\$250,000.00) as to property damage.

d. Tenant shall provide and pay for renter's insurance or related rental insurance on all of Tenant's personal property, appliances, furniture, fixtures, equipment, assets and contents located in, on or used at the Leased Premises against loss on the perils of hazard, fire, lightning, theft, vandalism, malicious mischief, transit, collapse, falsework, debris removal, earthquake, and other risks which are included under "extended coverage endorsements," in an amount sufficient to prevent Landlord from becoming a co-insurer of any loss, but in any event in amounts not less than 100% of the actual replacement value of Tenant's personal property, furniture, fixtures, equipment, assets and contents located in, on or used at the Leased Premises.

e. All such insurance policies shall be written by companies of nationally recognized financial standing that is/are legally qualified to issue such insurance in the Commonwealth of Pennsylvania and shall name Tenant and Landlord as insureds as their interests may appear.

f. Each policy of insurance to be provided by Tenant shall provide that it will not be canceled or amended except after thirty (30) days' written notice to Landlord, and that it shall not be invalidated by any act or negligence of Landlord or Tenant, nor by occupancy or use of the Leased Premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other

proceedings relating to the Leased Premises or Property, nor by change in title to or ownership of the Leased Premises or Property.

g. Tenant shall deliver to Landlord, true and correct copies of the applicable insurance policies or duplicate certificates of insurance, satisfactory to Landlord, evidencing the existence of all insurance coverage which is required to be maintained by Tenant hereunder. Delivery of such policies or duplicate certificates of insurance shall be made promptly upon the execution and delivery of this Lease and, thereafter, within ten (10) days written request therefor by Landlord.

10. **QUIET ENJOYMENT.** Provided Tenant is not in default hereof beyond any and all applicable cure periods, Landlord covenants that Tenant, 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. Tenant warrants that it will comply with all applicable rules and regulations with respect to the use of said premises and no unlawful activities will be conducted therein.

11. **DEFAULT BY TENANT.** Tenant covenants and agrees to pay the rent hereinabove reserved and agreed to be paid to Landlord. If (a) Tenant shall be in default in the payment of any rent hereunder, or (b) Tenant is in default in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify any such default within ten (10) days from the receipt of written notice thereof from Landlord, or (c) Tenant shall be adjudicated a bankrupt, or make any assignment for the benefit of creditors, or (d) the interest of Tenant herein shall be sold under execution or other process, an event of default shall have occurred hereunder.

a. Upon the occurrence of an event of default, Landlord may enter into said premises, and again have and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Landlord to recover any rent due at the time of such re-entry, and Tenant shall, nevertheless, remain liable to Landlord in a sum equal to all basic and additional rent herein reserved for the balance of the term herein originally granted, which sum, at the option of Landlord, shall become immediately due and payable. In case of any such default and re-entry, Landlord may re-let said premises from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Tenant any deficiency between such amount and the rent herein reserved, plus all reasonable expenses relating to the retaking, repairing and re-letting of said premises. Suits for the recovery of any such deficiency or, in the event Landlord is unable to re-let the Leased Premises despite reasonable efforts to do so, for the balance of the rent herein reserved, may be brought by Landlord from time to time at Landlord's election, and Landlord shall not be required to await the date whereon the term of this Lease would have expired had there been no default to bring such suit.

b. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others set forth herein, or any other remedy available to Landlord in law or equity.

12. **DEFAULT BY LANDLORD.** In the event Landlord should neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, and such failure continues for ten (10) days after written notice of default (or if more than ten (10) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of such default within such 10-day period and proceed diligently thereafter but not to exceed an additional twenty (20) days), and such failure materially impairs Tenant's use of the Premises, then Tenant shall have the right to cure such default for and on behalf of Landlord and collect the reasonable costs of cure from Landlord. Landlord shall reimburse Tenant all sums so paid or incurred, within thirty (30) days after written demand therefor. Tenant shall have no right to terminate this Lease due to a

Landlord default, except as expressly provided elsewhere in this Lease.

13. REMOVAL OF EQUIPMENT. Tenant shall, on or before the last day of the term hereof (unless this Lease shall have been heretofore renewed in which case on the last day of any renewal term), or upon the sooner termination of such term, peaceably and quietly leave, surrender and yield up to Landlord all and singular the Leased Premises, all Tenant improvements or alterations thereon, and any equipment and appurtenances on the Leased Premises in good order, condition and state of repair, reasonable wear and tear and damage by the elements only excepted, together with all alterations, additions and improvements, including air conditioning equipment, machinery and ducts which may have been made upon the premises, except movable furniture, movable personal property or movable trade fixtures put in at the expense of Tenant. All property removable pursuant to the provisions of this paragraph shall be removed by Tenant on or before the date hereinabove in this paragraph indicated and all property not so removed shall be deemed abandoned by Tenant to Landlord, provided the actual cost of removing and disposing of same shall be so much additional rent due within thirty (30) days of Tenant's receipt of an invoice therefor.

14. ASSIGNMENT AND SUBLEASING. Tenant shall not, directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, mortgage, pledge or otherwise transfer or hypothecate all or any part of the Leased Premises or Tenant's leasehold estate hereunder or sublet the Leased Premises or any portion thereof or permit the Leased Premises to be occupied by anyone other than Tenant, without Landlord's prior written consent in each instance, which consent will not be unreasonably withheld, conditioned or delayed.

15. INSPECTION. Landlord may, upon prior notice to Tenant, enter upon the premises at any and all reasonable times to examine the conditions thereof, but such rights shall not be exercised in a manner to interfere unreasonably with the business of Tenant.

16. CONDEMNATION.

a. If the whole of the Leased Premises, or such portion thereof as renders the remainder unsuitable for the purposes for which the Leased Premises is leased to Tenant, shall be taken for any public or private use by virtue of eminent domain, condemnation or appropriation proceedings, this Lease shall terminate and Tenant may thereupon remove all of its property from the Leased Premises and both parties shall thereupon be relieved from all further liability as of the date that said premises are vacated by Tenant. Any rental paid in advance beyond such time shall be returned by Landlord to Tenant upon demand.

b. In the event of a partial taking which does not render the remainder of the Leased Premises unsuitable for the purposes for which it is leased to Tenant, Tenant shall continue in possession of that part of the premises not taken under all of the terms and conditions hereof, except that in such case Tenant shall be entitled to an equitable reduction in all subsequent rental payments hereunder, provided Tenant's operations on the Leased Premises have been affected by the partial taking.

c. In the event of condemnation proceedings, as herein provided, Tenant hereby waives any and all damages which might otherwise be recoverable from the condemnor or Landlord for any termination, whether total or partial, of this Lease by condemnation, except that Tenant shall be entitled to such appropriate moving and related relocation expenses from the condemnor as may be provided by law.

17. INDEMNIFICATION AND WAIVER OF CLAIM.

a. Tenant will defend and, except to the extent caused by the negligence of Landlord, his agents, servants, and employees, will indemnify Landlord and save him harmless from and against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorney's fees and disbursements) in connection with the loss of life, personal injury, or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, agents, servants, or employees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be expended or incurred by Landlord in successfully enforcing the covenants and agreements of this Lease.

b. Unless caused by the negligent acts or omissions of Landlord, his agents, servants, and employees, neither Landlord, his agents, servants, employees or contractors shall be liable for, and Tenant, in consideration of Landlord's execution of this Lease, hereby releases all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Leased Premises or any part thereof, including, but not limited to, such claims for loss of life, personal injury or damage to property. Further, all personal property belonging to Tenant that is in or on any part of the Leased Premises, Building or Property shall be there at the risk of Tenant, and Landlord shall not be liable for any damage thereto regardless of cause or for the theft or misappropriation thereof.

18. ENVIRONMENTAL HAZARDS.

a. Landlord represents, to the best of Landlord's knowledge, without any duty of investigation imposed or implied, that, as of the date hereof (i) either there are no underground storage tanks located on the Leased Premises or, alternatively, that any underground storage tanks located on the Leased Premises are properly registered and do not leak; (ii) no Hazardous Substances have been treated, stored or disposed of at the Leased Premises; (iii) none of the building or other structures on the Leased Premises contain asbestos or have asbestos containing materials; and (iv) except for the minor processing of non-hazardous wastes in the normal operation of a facility of the type which is located on the Leased Premises and not under the control of Landlord, the Leased Premises comply with all laws, rules and regulations, and further that no other environmental hazards exist at the Leased Premises. In the event of the breach of any of the foregoing representations, Tenant may, at its sole option, terminate this lease and vacate the Leased Premises with no further obligation for rent or otherwise to Landlord in any manner. Landlord shall indemnify and hold harmless Tenant from and against any and all claims, charges, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising out of or in connection with any such breach.

b. Tenant agrees to indemnify and hold harmless Landlord from any and all claims, charges, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the Lease term and arising out of, based upon or in connection with or by reason of Tenant's operation or use of the Leased Premises, or the negligence, willful misconduct or other acts or omissions of Tenant, or any contamination or hazardous substances existing on the Leased Premises after the date of this Lease caused by the activities of Tenant, and/or its agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the Leased Premises, any clean-up, removal, or restoration mandated by federal, state or local agencies or political subdivisions, unless the hazardous substances are present as a result of the negligence, willful misconduct, or other acts or omissions of Landlord, its agents, employees, or

contractors.

c. As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Pennsylvania, or the United States government. "Hazardous Substances" also includes any and all material or substances which are defined as "residual waste," "hazardous waste," or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous substance" also includes but is not restricted to, asbestos, polychlorinated biphenyls (PCBs), and petroleum products.

d. The indemnities contained herein shall survive the termination or expiration of this Lease.

19. HOLD-OVER. If Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease without agreement in writing between Landlord and Tenant, such tenancy shall be from month-to-month only, upon all the terms and conditions of this Lease which are not inconsistent with such tenancy, and the rent, unless otherwise agreed to between the parties, shall be 150% of the amount of the Base Rent plus additional rental in force at the end of the term.

20. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or to property caused by the other or by fire or any of the extended coverage or supplementary contract casualties, even if such loss or damage, or fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

21. SIGNS. Tenant, at Tenant's own cost and expense, shall be permitted to erect an exterior or interior sign advertising the name of the enterprise carried on in the Leased Premises, said sign to be of a size and kind acceptable to Landlord in Landlord's reasonable discretion. Tenant shall not erect or install any exterior or interior window or door signs, or window or door lettering, or placards without previous written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned. Tenant shall remove such signs upon the expiration of the Lease term.

22. NOTICES. Any notice from one party to the other hereunder shall be in writing and shall be deemed to have been fully given if delivered personally or mailed enclosed in a certified post paid envelope addressed to the respective addresses stated below:

To Landlord at: County of Erie
140 W. 16th St Ste 504
Erie PA 16501
Attention: Erie County Executive

To Tenant at: Gannon University
109 University Square
Erie, PA 16541
Attention: Jennifer Lundy

23. ENTIRE CONTRACT. This Lease Agreement constitutes the entire contract between the parties hereto and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

24. BINDING EFFECT. This Lease shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

25. GOVERNING LAW. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions, and any action arising hereunder shall be brought exclusively in Erie County, Pennsylvania. Landlord and Tenant hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

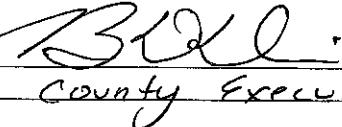
26. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. E-mailed scanned signatures and facsimile signatures shall be as valid as original hard copy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

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

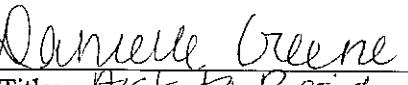
Attest:


Title: Executive Assistant

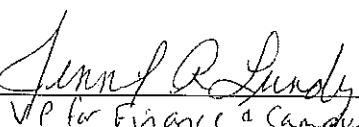
LANDLORD:
COUNTY OF ERIE

By: 
Title: County Executive

Attest:


Title: Asst to President

TENANT:
GANNON UNIVERSITY

By: 
Title: VP for Finance & Campus Operations