

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is made on or as of the 27th day of July, 2026, by and between GIRARD SCHOOL DISTRICT, with a mailing address of 1203 Lake Street, Girard, Pennsylvania 16417, hereinafter referred to as the **LESSOR**,

and

CHILD DEVELOPMENT CENTERS INC., with a mailing address of 213 East 41st Street, Erie, Pennsylvania 16504, hereinafter referred to as the **LESSEE**.

The parties herein, intending to be legally bound hereby, agree to the following:

1. **LEASED PREMISES.** The **LESSOR** hereby leases unto the **LESSEE**, effective August 1, 2026, and subject to the terms and conditions of this Commercial Lease Agreement, hereinafter referred to as the "Lease", the four (4) classrooms located in the Elk Valley Elementary School located at 2556 Maple Avenue, Lake City, Pennsylvania 16423, hereinafter referred to as the "Leased Premises". The **LESSEE** shall also have the non-exclusive use of the office, bathrooms, gymnasium, outdoor play space and one (1) conference room located at the premises, as available, of which the Leased Premises are a part. **LESSEE** shall have the right to use the Leased Premises and the other areas mentioned in the preceding sentence for its child development programs.

2. **TERM OF LEASE.** The term of this lease will be 12 months, commencing on August 1, 2026 and ending on July 31, 2027.

3. **RENT AND UTILITIES.** The **LESSEE** shall pay the **LESSOR** the annual sum of \$12,000.00 as basic rental for the lease term. The rental shall be payable monthly in advance on the first day of each month during the lease term in the amount of \$1,000.00 without prior demand by **LESSOR**. Payment of the rental shall be to the address of the **LESSOR** set forth above, or upon written notice to **LESSEE**, at another location.

LESSEE will pay all charges for internet service for the Leased Premises for the lease term, and **LESSOR** shall pay all charges for all other utility services to or for the Leased Premises for the lease term.

4. **RIGHT OF ENTRY.** **LESSOR**, **LESSOR'S** agent and persons authorized by **LESSOR** shall have the right to enter the Leased Premises at all reasonable times to inspect, perform maintenance, do repairs and show the premises to prospective tenants and purchasers.

5. **DESTRUCTION OF LEASED PREMISES.** **LESSEE** shall notify **LESSOR** as soon as possible of any casualty loss in or about the Leased Premises and **LESSEE** shall notify **LESSOR** immediately of any circumstances or condition in or about the Leased Premises which threatens the Leased Premises, or the property or safety of **LESSEE**, **LESSOR** or others.

If the Leased Premises is partially destroyed by fire or other casualty, **LESSEE** shall have the right and option 1) to continue to occupy the habitable portion of the Leased Premises, or 2) to terminate this Commercial Lease Agreement absolutely and receive all sums prepaid on account of rent through the date of transfer of possession to **LESSOR**.

6. **INSURANCE.** **LESSEE** shall, throughout the term of this Lease, maintain sufficient insurance in amounts proper (not less than \$3,000,000 per person/\$3,000,000 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. The **LESSOR** shall be named an additional insured on the policy. **LESSOR** shall insure the Leased Premises for fire and extended coverage.

7. **SUBLETTING AND ASSIGNMENTS.** **LESSEE** shall not assign this Commercial Lease Agreement or enter into any sublease agreement without the prior writing consent of **LESSOR**. Any attempted assignment or sublease by **LESSEE** without prior written consent of **LESSOR** is null and void and is breach of the conditions of this Commercial Lease Agreement. If **LESSOR** shall consent to an assignment or sublease, any such consent shall not be deemed to be a consent to any subsequent assignment or sublease.

8. **RELEASE OF LANDLORD FROM LIABILITY.** **LESSEE** releases **LESSOR** from liability for any personal injury or damage to property of **LESSEE**, **LESSEE'S** employees or business invitees not arising from the negligence or intentional acts of **LESSOR OR LESSOR'S** agents or employees and agrees to indemnify, defend and hold **LESSOR** harmless from and against any such claims, including attorney's fees relating to such claims.

9. **USE AND OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises may be occupied only for commercial (non-residential) purposes and may be used only for operation of a Head Start Program for children or other child development programs. Additional restrictions, if any, on the use of the premises or limitations against the sale of certain goods and services on or about the Leased Premises are set forth in the Rules and Regulations, if any (see Paragraph 10). **LESSEE** shall occupy and use the Leased Premises in conformance with all applicable Federal, State and Local rules, regulations, laws and ordinances now in force or that may be enacted in the future. **LESSEE** shall not store any flammable, hazardous or toxic substances or engage in any activity on or about the Leased Premises which activities or substances expose **LESSEE**, **LESSOR**, or others to a risk of injury, loss or damage.

10. **RULES AND REGULATIONS.** In addition to the terms and conditions of this Commercial Lease Agreement, **LESSEE** shall be bound by the Rules and Regulations, if any, applicable to all tenants which are attached to this Commercial Lease Agreement. **LESSOR** shall have the right during the term of this lease to alter, amend or modify these Rules and Regulations, if any, provided that any alteration, amendment or modification shall serve the purpose of preserving the Leased Premises and the quiet enjoyment of all the tenants. No alteration, amendment or modification shall become effective as to **LESSEE** until **LESSEE** shall have been provided with a written copy of the altered, amended or modified Rules and Regulations by mail, posting or delivery to the Leased Premises not less than 30 days prior to becoming effective.

11. **CARE AND MAINTENANCE OF LEASED PREMISES.** **LESSEE** shall use due care in the use and occupancy of the Leased Premises and all appliances, furniture (if applicable), fixtures and all heating, ventilating and air conditioning systems within the Leased Premises. **LESSEE** shall pay for all repairs to the Leased Premises, its contents, or any property of **LESSOR** caused by the lack of due care by **LESSEE**, **LESSEE'S** employees and **LESSEE'S** business invitees, and **LESSOR** shall pay for all other repairs to and maintenance of the Leased Premises. Upon termination of this Commercial Lease Agreement for any cause, **LESSEE** shall peaceably surrender possession of the Leased Premises and any of its contents owned by **LESSOR** to **LESSOR** in as good order and repair as upon the commencement of the lease term, excepting only reasonable wear and tear. **LESSEE** shall notify **LESSOR** of any repairs or the need for maintenance or repairs of or at the Leased Premises.

12. **REMEDIES.** The parties acknowledge and agree that time is of the essence and if **LESSEE** shall fail to pay the rental reserved or any other charges when due, or within ten (10) days thereafter, or if **LESSEE** shall breach any other term or condition of this Commercial Lease Agreement, then **LESSOR** shall have the right and option without notice of termination or notice to quit to pursue any or all of the following remedies:

- a) Termination of Lease without prior notice.
- b) Bring an action in court to recover possession of the Leased Premises without prior Notice to Tenant to Quit the Leased Premises.
- c) Bring an action to recover the whole balance of the rent and charges for the unexpired lease term.
- d) Bring an action for damages caused by **LESSEE'S** breach which damages include reasonable attorney's fees and costs.

On failure of the **LESSEE** to pay any installment of rent due, **LESSEE** 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 of unpaid rent due or to become due during the term of this Commercial Lease Agreement, with or without declaration, with cost of suit and reasonable attorney's fees, release of errors, without stay of execution; and the **LESSEE** 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 **LESSOR** may issue **LESSOR'S** warrant for collection of such rental in case default be not made good after such notice as aforesaid; or the **LESSOR** at its option may proceed by action of ejectment on this Commercial Lease Agreement after default, 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.

All remedies contained in this Commercial Lease Agreement shall be cumulative and concurrent. If **LESSOR** shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

Either party shall have the right to require strict compliance with the terms and conditions of this Lease Agreement without having insisted upon strict compliance at any time during the term of this Lease Agreement. Any conduct which is inconsistent with the right to insist upon strict compliance shall not be a waiver of the right to insist upon strict compliance in the future, shall not create a custom, and shall not modify the terms and conditions of the Lease Agreement.

13. **ATTORNEY'S FEES AND COSTS.** If **LESSOR** shall enforce the provisions of the Commercial Lease Agreement in any court against the **LESSEE**, **LESSOR** shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including reasonable attorney's fees. If **LESSEE** shall enforce the provisions of the Commercial Lease Agreement in any court against the **LESSOR**, **LESSEE** shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including reasonable attorney's fees.

14. On failure of **LESSEE** to keep all covenants to this Lease, and such default continues for a period of fifteen (15) days, and provided that the **LESSOR** shall have given to the **LESSEE** ten (10) days written notice by registered mail, at the **LESSEE'S** office of the **LESSOR'S** intention to enter judgment under the clause, or to remove the **LESSEE** from the Leased Premises at the termination of the same, then the **LESSEE** 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 Lease, with or without declaration, with cost of suit and reasonable attorney's fees, release of errors, without stay of execution; and the **LESSEE** does hereby waive and release relief from any and all appraisal, stay and exemption laws of any state now in force or hereafter to be passed; or the **LESSOR** may issue Landlord's Warrant for collection of such rental, utility or maintenance costs in case of default not made good after such notice as aforesaid; or the **LESSOR** at its option may proceed by 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 cost.

15. **GOVERNMENTAL POWER OF EMINENT DOMAIN.** If all or any part of the Leased Premises shall be condemned under the government's power of eminent domain, the lease shall terminate as to the portion taken. **LESSOR** shall not be liable to **LESSEE** for any claims by **LESSEE** for loss of use of all or any portion of the Leased Premises or because this Commercial Lease Agreement has been terminated.

16. **BINDING EFFECT.** This Commercial Lease Agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. **LESSEE** shall not have the right to assign this lease or sublet the Leased Premises without the prior written consent of **LESSOR**.

17. **RIGHT-TO-KNOW LAW.** The Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. §§67.101-67.3104, as amended or replaced, applies to this Agreement. Unless Child Development Centers Inc. provides School, in writing, with the name and contact information of another person, School shall notify Child Development Centers Inc. using the information provided in this Agreement if School needs Child Development Centers Inc.'s assistance in any matter rising out of the RTKL. Child Development Centers Inc. shall notify School in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification to Child Development Centers Inc. the School has received a request for records under the RTKL which pertains to the services contemplated by this Agreement, Child Development Centers Inc. shall fully assist School in responding to the request. Such assistance shall include at a minimum, providing School within five (5) business days, access to, and copies of, any document or information arising out of the Agreement in Child Development Centers Inc.'s possession that School deems a Public Record ("Requested Information") and providing such other assistance School may request.

If Child Development Centers Inc. fails to provide the Requested Information to School within the required time period the failure shall be considered an Event of Default, and Child Development Centers Inc. shall pay, indemnify and hold School harmless for any damage, penalties, detriment, or harm the School may incur as a result of Child Development Centers Inc.'s failure, including reasonable attorney's fees incurred by School in the administration of the Right-to-Know request and appeal therefrom.

Child Development Centers Inc.'s duties under this section shall survive the termination or satisfaction of this agreement as long as Child Development Centers Inc. has Requested Information in its possession.

This Commercial Lease Agreement dated on or as of the 27th day of July, 2026.

LESSOR:
Girard School District

By: _____

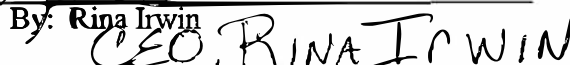
Richard Brown

Title: Board President

LESSEE:
Child Development Centers, Inc.



By: Rina Irwin


CEO, RINA IRWIN

Title: Executive Director