

LEASE AGREEMENT

This Lease Agreement (the “Lease”) is made this 18th day of July, 2016, by and between CRAWFORD CENTRAL SCHOOL DISTRICT (hereinafter referred to as “Landlord”), with its principal place of business at 11280 Mercer Pike, Meadville, PA 16335, and CHILD DEVELOPMENT CENTERS, INC. (hereinafter referred to as “Tenant”), with its principal place of business at 631 12th Street, Franklin, PA 16323.

WHEREAS, the Landlord desires to lease portions of the Building (as defined herein), which it owns in the City of Meadville, County of Crawford and Commonwealth of Pennsylvania to the Tenant; and

WHEREAS, the Tenant desires to lease portions of said Building for the following purpose(s): early childhood educational purposes, specifically for the instruction of preschool students, who are ages three (3) and four (4), by providing comprehensive educational, health, nutrition and social services, including all ancillary and incidental operations associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and with the intent to be legally bound hereby, the Tenant and the Landlord agree as follows:

I. LEASED PREMISES

1. The Landlord hereby leases and demises to the Tenant, subject to the terms and conditions of this Lease, portions of the Building formerly occupied by Landlord (the “Leased Premises”), which Building was formerly known as “East End Elementary School” located on that certain piece or parcel of land situate in the City of Meadville, County of Crawford and Commonwealth of Pennsylvania, commonly known as 640 Walnut Street, Meadville, PA 16335 and bearing Crawford County Map Number 3400-004-70204 (the “Building”).

2. It is understood by the Tenant that portions of the Building may be used by the Landlord or other tenants of the Landlord. Therefore, the remaining portions of the Building shall be the Leased Premises. A diagram, which identifies the portions of the Building that the Tenant shall be entitled to use is attached hereto and made a part hereof as **Exhibit A**.

3. The Leased Premises consists of classrooms with a total rentable square footage of 4,915 square feet on the first and second floors of the Building. The total rentable square footage for all of the classrooms in the Building is 17,837 square feet. Therefore, the Leased Premises comprises twenty-eight percent (28%) of the total rentable square footage classroom space in the Building (the "Tenant's Percentage Interest").

4. In addition to the classroom space, the Tenant shall also have nonexclusive rights to use the hallway(s), bathroom(s), cafeteria(s) and playground(s) as designated by the Landlord in **Exhibit A** in common with the Landlord and other tenants of the Landlord. The times and other conditions that the Tenant may use the hallway(s), bathroom(s), cafeteria(s) and playground(s) are set forth in a statement, which is attached hereto and made a part hereof as **Exhibit B**.

5. In addition to the foregoing, the Tenant shall be entitled to use five (5) parking spaces as designated by the Landlord in the parking lot that serves the Building as a part of this Lease.

II. TERM

1. The term of this Lease is for a period of five (5) years from August 1, 2016 through and including July 31, 2021 (the "Term").

2. This Lease will terminate without any further action by either party on July 31, 2021 at 11:59 P.M.

3. The Term, as established in this Lease, shall be binding on both the Landlord and the Tenant. However, if the Tenant's Federal or State funding is terminated or substantially reduced, then the Tenant shall provide the Landlord with a sixty (60) day written notification along with the appropriate documentation, which sets forth that its Federal or State funding is terminated or substantially reduced. Upon the Landlord's receipt of written notification and the appropriate documentation, the Lease shall be terminated sixty (60) days from the date that the written notification is received by the Landlord and the Tenant shall vacate the Leased Premises no later than sixty (60) days from the date that the written notification is received by the Landlord. The Tenant acknowledges and agrees that it will continue to pay rent and satisfy its obligations pursuant to this Lease during the sixty (60) day period following the Landlord's receipt of the written notification. If the Lease terminates on a date earlier than the last day of a given month, then the rent for that month shall be pro-rated.

III. RENT/UTILITIES SERVICES

1. The Tenant agrees to pay the sum of Thirty Thousand Dollars (\$30,000.00) per year to Landlord as rent for the Leased Premises (the "Rent") during the Term of this Lease. The Tenant is to pay the Rent in monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) payable in advance on or before the first (1st) day of each month during the Term of this Lease. The Tenant shall make its Rent payments to the Business Manager of Landlord at the address where notices are to be sent as provided in this Lease.

2. The above referenced Rent shall include the Tenant's share of electricity, natural gas, sewer, water and janitorial/custodial services for the Building of which the Leased Premises is a part during the term of the Lease.

3. Unless, as otherwise agreed to by the parties to this Lease, the Tenant shall be responsible for its own separate telephone, internet and any other services or utilities used,

rendered, or supplied to the Tenant in connection with the Leased Premises, and the Tenant shall contract for the same in its own name.

4. The Tenant shall not use any equipment or devices that will utilize excessive electrical energy or which may, in the Landlord's reasonable opinion, overload the wiring or interfere with electrical service to the other tenants.

5. In the event that the Landlord shall incur charges above and beyond normal or customary usage for any of the services described in this Article III of the Lease, or if the Tenant is the only user or one of the only users of such services, and the Landlord shall determine, in its reasonable discretion, that the usage of any such services by the Tenant shall be the result of said charges, then the Landlord may separately invoice the Tenant for such usage (beyond the equivalent of the Tenant's Percentage Interest), which invoice shall be deemed to be additional rent and shall be payable by the Tenant to the Landlord within fifteen (15) days of the receipt by the Tenant of any such invoice.

IV. SECURITY DEPOSIT

1. The Landlord acknowledges receipt of a security deposit in the amount of One Thousand Dollars (\$1,000.00) at the time of signing this Lease, which security deposit shall be held by the Landlord in a federally insured non-interest bearing account. The Landlord may deduct from this deposit the following: (a) the cost of repairing, including replacement, of any damages to the Building other than normal wear; (b) the cost of any cleaning or removal of trash not completed by the Tenant; (c) any unpaid amount due under this Lease; and (d) the cost of any damage or loss suffered by the Landlord due to the Tenant's default or failure under any of the provisions of this Lease; however, it is understood by the parties that the total amount of such costs shall not be limited by the amount of the security deposit.

2. The Landlord shall return the security deposit, if any, without interest, less any deductions, to the Tenant, within thirty (30) days of the termination of this Lease.

V. TAXES

The Building is currently not subject to real estate taxes. Should it be determined that portions of the Building are subject to tax as a result of this Lease, then the Tenant shall be responsible for the payment of all such taxes, together with any interest, penalties or other sums thereby imposed, attributable to the Leased Premises or to any improvements to the Leased Premises made by the Tenant, and the Tenant shall indemnify and hold the Landlord harmless with respect to the same. Therefore, it is understood if said taxes are imposed upon the entire property, then the Tenant shall be responsible for the Tenant's Percentage Interest of said taxes. However, if said taxes are imposed only upon the Leased Premises, then the Tenant shall be responsible for all of said taxes.

VI. SNOW AND ICE REMOVAL

Landlord shall be responsible for snow and ice removal of the area surrounding the Building of which the Leased Premises are a part, including the parking lots and sidewalks on days that school is in session (between 6:00 a.m. and 4:00 p.m.). At all other times that the Tenant uses the Leased Premises, the Tenant shall be responsible for such snow and ice removal.

VII. CONDITION OF LEASED PREMISES

1. The Tenant has inspected the Leased Premises, including the improvements thereto, and the Tenant has determined that the Leased Premises is suitable for its intended purpose and the Tenant agrees to lease the Leased Premises, including any improvements thereto, "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" as a result of such inspection and not because of any representation, oral or written by the Landlord.

2. THE LEASED PREMISES IS BEING LEASED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, DURABILITY AND ANY AND ALL SUCH WARRANTIES ARE DISCLAIMED IN ALL RESPECTS.

3. The taking of possession of the Leased Premises by the Tenant shall be conclusive evidence that the Tenant accepts the same "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" and that the Leased Premises was in good and satisfactory condition at the time such possession was taken.

VIII. USE OF LEASED PREMISES

1. The Leased Premises shall only be occupied by the Tenant for the following purpose(s): early childhood educational purposes, specifically for the instruction of preschool students, who are ages three (3) and four (4), by providing comprehensive educational, health, nutrition and social services, including all ancillary and incidental operations associated therewith.

2. The Tenant shall not permit the Leased Premises to be used in any manner which would render the insurance of the Landlord or any other tenant in and around the Leased Premises or on any of the property owned by the Landlord, void or increase the cost of such insurance over and above its normal cost.

3. The Tenant shall not use the Leased Premises for any unlawful purpose/business. Furthermore, the Tenant shall not use the Leased Premises in a way that may be a nuisance, annoyance, inconvenience to the Landlord or any of its other tenants, to neighbors of the Landlord, or to adjacent properties owned, leased or controlled by the Landlord which, in the

judgment of the Landlord, might cause disturbance, impairment or interference with the use or enjoyment of the Landlord or any other tenant of the Landlord.

4. The Tenant and the Tenant's servants, employees, agents, contractors, customers, clients, visitors, students, invitees and licensees shall observe faithfully and comply strictly with such rules and regulations which the Landlord or Landlord's agents may from time to time reasonably adopt for the operation, safety, care, cleanliness and upkeep of the Leased Premises. Notice of any such rules or regulations shall be given in such manner as the Landlord shall elect. Nothing in this Lease shall be construed to impose upon the Landlord any duty or obligation to enforce the rules and regulations or terms, covenants or conditions in any other Lease, as against any other co-tenant, and the Landlord shall not be liable to the Tenant for violation of the same by any other party.

5. The Tenant shall not permit the Leased Premises to be used for lodging or residential purposes.

6. The Tenant shall not cause trash or other rubbish to accumulate in or about the Leased Premises.

7. The Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements or cause the value or usefulness of the Leased Premises or any part thereof to diminish, or which would constitute a public or private nuisance or waste or extra-hazardous use.

8. The Tenant shall not use or store any flammable, hazardous, or toxic substances or engage in any activity on or about the Leased Premises which activities or substances expose the Tenant, Landlord, or others to a risk of injury, loss or damage.

9. The Tenant shall not permit any liens or other encumbrances on the title to be established or remain against the Leased Premises for any reason.

10. The Tenant shall keep the Building closed, locked and secured at all times that the Tenant is not using the Leased Premises. The Tenant shall not alter any lock or install a new lock on any door of the Building or the Leased Premises without the written consent of the Landlord. If such consent is given, the Tenant shall provide the Landlord an additional key for its use pursuant to its right of access to the Leased Premises.

11. The Building is a smoke-free and tobacco-free facility. Therefore, smoking, the use of tobacco and the use of electronic cigarettes are not allowed anywhere in the Building (including, but not limited to the Leased Premises) or on the grounds surrounding the Building. Furthermore, the possession of illegal drugs and the possession of alcoholic beverages are not allowed anywhere in the Building (including, but not limited to the Leased Premises) or on the grounds surrounding the Building.

IX. MAINTENANCE AND REPAIR

1. The Landlord covenants and agrees to keep in good order and repair at their expense, the roof, supporting structures, exterior walls, downspouts, elevator, public address system, boilers, air conditioning, sewer pumps, hot water heaters, parking lots, sidewalks, gymnasium, bathrooms, hallways, gas, sewer and water lines, relating to both the exterior of the Building outward to the main connections and the interior of the Leased Premises, provided that any maintenance or repair above-referenced is not necessitated by any fault or negligence on the part of the Tenant or any party by virtue of the Tenant's use or occupancy of the Leased

Premises, in which case the Tenant shall be responsible for such maintenance and repair at the Tenant's expense. The Landlord shall be responsible for replacing any heating, plumbing or electrical units, appliances or systems that cannot reasonably be repaired and the malfunction of which is not caused by the Tenant's negligence or willfulness. The Landlord shall further be responsible to maintain the grounds and lands surrounding the Building of which the Leased Premises is a part.

2. Unless provided otherwise herein, the Tenant shall faithfully maintain and keep in good order, condition and repair all portions of the Leased Premises and appurtenances thereto not addressed by the Landlord as provided herein, which the Tenant's responsibilities shall include, but not be limited to, the entrances, doors, fixtures, lighting, and improvements (to the extent installed by Tenant) of the Leased Premises. The Tenant shall also faithfully maintain and keep clean and free from any and all accumulations of trash, debris and/or rubbish all interior and exterior portions of the Leased Premises and the appurtenances thereto. Moreover, the Tenant shall, at the expiration of the Term hereof, surrender the Leased Premises, together with any alterations, improvements and any other property belonging to Landlord thereon in as good condition and repair and as clean as at the commencement of said Term, except for reasonable wear and tear and acts of God.

3. The parties agree that should the Landlord fail to maintain and repair those items that it is responsible for, the Tenant may, but shall be under no obligation to, undertake such maintenance and repair and offset the cost of said maintenance and repair against future Rent. The Tenant shall provide the Landlord with copies of any invoices or costs associated with such maintenance and repair at the time such maintenance and repair is performed.

4. The parties further agree that should the Tenant fail to maintain and repair those items that it is responsible for, the Landlord may, but shall be under no obligation to, undertake such maintenance and repair and add the cost of said maintenance and repair to future Rent. The Landlord shall provide the Tenant with copies of any invoices or costs associated with such maintenance and repair at the time such maintenance and repair is performed.

5. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant or the Tenant's directors, officers, agents, students, employees, invitees or licensees.

6. The Landlord must pay for all repairs, replacements and damages caused by the act or neglect of Landlord or Landlord' directors, officers, agents, students, employees, invitees or licensees.

X. FIRE AND OTHER CASUALTY

1. Should the Leased Premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Tenant's business therein, then there shall be a proportionate abatement of rent from the date of catastrophe until restoration is completed. Upon such catastrophe, this Lease may be terminated by either party upon written notice to the other effective as of the date of the catastrophe, provided that such written notice is received within fifteen (15) days from the date of such catastrophe. In the event that no notice of termination is received within said fifteen (15) day period, then the Lease shall continue under the terms provided herein, subject to the rental abatement above-described until such time that the Leased Premises is completely restored.

2. The Landlord shall make any election herein granted within fifteen (15) days from the happening of the catastrophe, in default of which election, the Tenant may cancel this Lease effective at the expiration of said fifteen (15) days.

XI. CONDEMNATION

1. In the event the entire area of the Leased Premises, or such portion thereof as to materially interfere with or curtail the Tenant's operation of its business, be taken by condemnation; or should such portion of the Leased Premises be taken as to render the balance unsuitable for the purpose of this Lease; then this Lease shall be void and of no effect from the effective date of such taking, and Landlord and the Tenant shall be under no further obligation to each other, save that Landlord shall return to the Tenant any portion of unearned Rent paid in advance.

2. In any event, the Tenant shall have no claim against Landlord nor be entitled to any portion of the amount that may be awarded as damages or paid as the result of the taking of the Leased Premises or Building under eminent domain. Nothing, however, herein contained shall interfere with or affect the Tenant's rights of recovery against the condemning authority provided that such recovery shall not interfere with, reduce, nor be part of Landlord's award.

XII. IMPROVEMENTS AND ALTERATIONS

1. The Tenant must receive Landlord's prior written consent in order to alter, modify, improve, paint, or wallpaper the Leased Premises. Any alterations or improvements made by the Tenant shall become the property of Landlord upon the termination of this Lease.

2. The Tenant shall not permit any mechanics' liens or other liens to be established or remain against the Landlord, the Leased Premises or the Building for labor or material furnished in connection with any such alterations or improvements made by it.

XIII. NO ASSIGNMENT OR SUBLEASE

The parties agree that they will not assign or sublease this Lease without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

XIV. ENTRY BY LANDLORD

The Landlord, the Landlord's agents, contractors, and persons authorized by the Landlord shall have the right to enter the Leased Premises at all reasonable times to inspect, perform maintenance (if required hereunder), do repairs (if required hereunder) and show the premises to prospective tenants and purchasers. Except in the instance of an emergency, as reasonably determined by the Landlord, the Landlord shall provide the Tenant with at least forty-eight (48) hours advanced written notice of any entry to the Leased Premises.

XV. QUIET ENJOYMENT

The Tenant may remain in and use the Leased Premises without interference by the Landlord subject to the terms of this Lease.

XVI. INSURANCE

1. The Landlord will purchase property and liability insurance to adequately protect its interests in the Building.
2. The Tenant shall be responsible for insuring all of its personal property in or upon the Leased Premises.
3. The Tenant shall, throughout the Term of this Lease, keep in force during the Term the following insurance coverage:
 - (a) Commercial General Liability Insurance, including coverage for bodily injury and property damage, on an occurrence basis to afford protection in an amount of not less than One Million Dollars (\$1,000,000.00) per location per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; and
 - (b) Rental Property Damage Insurance, including coverage for fire relating to the Leased Premises, for any damage, which is the result of any act, omission or negligence of

the Tenant or the Tenant's directors, officers, students or employees, in an amount of not less than One Million (\$1,000,000.00) Dollars.

4. All such policies the Tenant is required to maintain hereunder shall (i) name Landlord as an additional insured and (ii) be issued by one or more A. M. Best A: VII or better rated insurance company(ies) licensed to do business in the Commonwealth of Pennsylvania and subject to Landlord's reasonable approval.

5. The cancellation of the insurance by a party required to have the insurance as set forth above shall be construed as a breach of the covenants and warranties hereunder and the other party shall have the right to terminate this Agreement without losing or waiving any of its rights hereunder.

6. To the extent insurance applies, the parties agree to mutually waive their right of recovery against the other party for such damages.

7. Upon securing the insurance coverages required pursuant to this Section, the parties shall give written notice to the other party together with a certified copy of the applicable insurance binders. Proof shall also be given by each party to the other party that each of the policies required pursuant to this Section expressly provides that said policies shall not be cancelled or altered without thirty (30) days prior written notice to the other party, except for in the case of non-payment of premium, in which event the notice requirement shall be ten (10) days.

XVII. WAIVER OF LIABILITY

1. Unless due to the negligence of the Landlord, its employees or its agents, the Landlord and the Landlord's agents and employees shall not be liable in damages by abatement of Rent or otherwise, for any damage either to the person or property of the Tenant nor for the loss of or damage to any property of the Tenant by theft or from any other cause whatsoever.

The Tenant waives all claims for damage to person or property sustained by the Tenant or by any person claiming through the Tenant resulting from any accident or occurrence in, upon or about the Leased Premises, unless due to the negligence of the Landlord, its employees or its agents.

2. Said waiver shall include, without limitation, claims for injury or damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind; (c) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring, gas, water and steam pipes, stairs, rails or walks; (d) broken glass; (e) the backing up of any sewer or downspout; (f) the bursting, leaking or running of any washstand, tub, water closet, drain pipe, waste piping or any other pipe or tank in, on, or upon the Leased Premises; (g) the escape of steam or hot water; (h) water, snow or ice being on or coming through the roof, skylight, trap door, stairs, walks or any other place in, on, about or near the Leased Premises; (i) the falling of any plaster, fixture or stucco; (j) any act, omission or negligence of trespassers, co-tenants or of other persons or occupants of the Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; (k) loss or interruption of business; (l) operations in construction of any private, public or quasi-public work; nor shall the Landlord be liable for any latent defects in the Leased Premises of which they form a part.

XVIII. LIABILITY AND INDEMNITY

1. The Tenant agrees that it will hold harmless, indemnify and defend the Landlord from all losses, costs, expenses (including attorneys fees and costs of court), 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 Landlord's action, omission or negligence hereunder.

2. The Landlord agrees that it will hold harmless, indemnify and defend the Tenant from all losses, costs, expenses (including attorneys fees and costs of court), 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 Tenant's action, omission or negligence hereunder.

XIX. SIGNS

1. The Tenant agrees that it will not erect any signs without first obtaining Landlord's prior written consent as to size, color, type and location, and the Tenant agrees that no sign will be erected in, on or around the Leased Premises unless it meets the standards as set forth by the Landlord and is in compliance with all local, state and federal laws, ordinances and regulations.

2. The Tenant agrees to maintain, at all times, its signs in good order and repair and hold the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs including reasonable attorney fees and costs of Court. Upon vacating the Leased Premises, the Tenant agrees to remove all signs and repair all damage.

XX. TERMINATION

1. Upon the termination of the Tenant's rights hereunder, the Tenant will surrender possession of the Leased Premises to the Landlord together with the Building and improvements thereon, in good condition and repair, which Leased Premises, Building and improvements shall thereupon revert to and become the property of the Landlord to have and to hold in fee simple, free of all claims of the Tenant, its successors or assigns.

2. All machinery, equipment, trade fixtures and other property forming a part of the contents of the Leased Premises introduced into it by the Tenant in furtherance of its business shall remain and be the property of the Tenant and shall be subject to its removal; provided, however, that the Tenant shall be obligated to restore the Leased Premises to its original condition. This provision shall not include alterations, additions, improvements and fixtures constructed upon the Leased Premises.

3. In any case in which this Lease shall have been terminated by the Landlord or abandoned by the Tenant, the Landlord may, without further notice, enter upon and repossess the Leased Premises, by summary proceedings, ejectment or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the rents and profits therefrom. The Landlord shall not be liable for trespass, conversion or any damages for the removal of any property from the Leased Premises and the Tenant hereby agrees to indemnify and hold the Landlord harmless with respect to the same. The Tenant shall be responsible for costs incurred by the Landlord with respect to the removal of said property.

XXI. DEFAULT; REMEDIES

1. Any of the following occurrences or acts shall constitute an event of default under this Lease:

(a) if the Tenant shall (1) fail to pay any installments of the Rent, other additional rent or any other sum or expense required to be paid by the Tenant hereunder and such failure shall continue for fifteen (15) days after written notice to the Tenant of such failure; or (2) fail to observe or perform any other provision in this Lease and such failure shall continue for thirty (30) days after written notice to the Tenant of such failure; provided, however, that in case of any such default which cannot be cured by the payment of money and cannot with diligence

be cured within such thirty (30) day period, if the Tenant shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence; or

(b) if the Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated bankrupt or become insolvent or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of the Tenant as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and the Tenant shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or

(c) if a receiver, trustee or liquidator of the Tenant or of all or substantially all of the assets of the Tenant or of the Leased Premises therein shall be appointed in any proceeding brought by the Tenant, as the case may be, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against the Tenant and shall not be discharged within ninety (90) days after such appointment or if the Tenant shall consent to or acquiesce in such appointment; or

(d) if the Landlord shall fail to observe or perform any other provision in this Lease and such failure shall continue for thirty (30) days after written notice to the Landlord of such failure; provided, however, that in case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if the

Landlord shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence; or

(e) if the Landlord shall close and/or abandon the Building in which the Leased Premises are located during the Term of the Lease; provided, however, that if such closure and/or abandonment does not affect the Tenant's occupation, use or enjoyment of the Leased Premises without interruption or impairment of its operations at the Leased Premises, then no such default or event of default shall have occurred.

2. If an event of default by the Tenant shall have occurred and be continuing, the Landlord shall have the right to pursue any remedy at law or in equity, including, but not limited to pursuing an action for eviction, ejectment or repossession, as well as the immediate right to re-enter and repossess the Leased Premises by summary proceedings, ejectment, any other legal action or in any manner the Landlord determines to be necessary or desirable and the right to remove all persons and property therefrom; however, notwithstanding the foregoing, it is understood that the Landlord, absent an order or decree from a court or other governmental tribunal of competent jurisdiction, shall only be entitled to immediate re-entry or repossession of the Leased Premises in the event of a default of subparagraphs (b) or (c) of this Article. The Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry or repossession of the Leased Premises shall be construed as an election by the Landlord to terminate the Term of this Lease unless such termination is decreed by a court or other governmental tribunal of competent jurisdiction.

3. At any time or from time to time after the re-entry or repossession of the Leased Premises pursuant to Paragraph 2 of this Article, the Landlord may (but shall be under no

obligation to) relet the Leased Premises for the account of the Tenant, in the name of the Tenant or the Landlord or otherwise, without notice to the Tenant, for such term or terms and on such conditions and for such uses as the Landlord, in its absolute discretion, may determine. The Landlord may collect and receive any rents payable by reason of such reletting, which shall serve to offset rents otherwise due by Tenant. The Landlord shall not be liable for any failure to relet the Leased Premises or any failure to collect any rent due upon any such reletting, unless otherwise provided for at law or equity.

4. No expiration or termination of the term of this Lease by operation of law or otherwise and no re-entry or repossession of the Leased Premises pursuant to Paragraph 2 of this Article or otherwise shall relieve the Tenant of its liabilities and obligations of this Lease, all of which shall survive such expiration, termination, re-entry, repossession or reletting.

5. In the event of any termination of the Term of this Lease or re-entry or repossession of the Leased Premises by reason of the occurrence of any event of default, the Tenant will pay to the Landlord all rent and other sums required to be paid by the Tenant up to and including the date of such termination, re-entry or repossession; and, thereafter, the Tenant shall, until the end of what would have been the Term of this Lease in the absence of such termination, re-entry or repossession, be liable to the Landlord for, and shall pay to the Landlord, as liquidated and agreed current damages, the total of (i) all Rent, and other sums which would be payable under this Lease by the Tenant in the absence of such termination, re-entry or repossession, less (ii) the proceeds, if any, of any reletting affected for the account of the Tenant pursuant to Paragraph 3 of this Article.

XXII. ADDITIONAL RIGHTS OF THE PARTIES

1. No right or remedy provided in this Lease shall be exclusive of any other right or remedy of either party hereto, but shall be cumulative and in addition to any other right or

remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of any provision in this Lease or to exercise any option, right, power or remedy contained in this Lease shall not constitute a waiver or relinquishment thereof for the future. Receipt by the Landlord of any Rent, or other sum payable hereunder with knowledge of the breach of any provision hereof shall not constitute a waiver of such breach, and no waiver by the Landlord of any provision in this Lease shall be deemed to have been made unless made in writing. Either party shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions in this Lease, or to a decree compelling performance of any of the provisions in this Lease, or to any other remedy allowed to the party by law.

2. If either party shall be in default in the performance of any of its obligations of this Lease, the defaulting party shall pay to the non-defaulting party, on demand, all expenses incurred by the non-defaulting party as a result thereof, including reasonable attorneys' fees and expenses.

XXIII. ESTOPPEL CERTIFICATE

The Tenant agrees that, from time to time, if requested by the Landlord and/or any of the Landlord's lenders, the Tenant shall execute an estoppel certificate confirming the existence of this Lease; the termination date of the Lease; the date of the most recent payment of Rent and whether any Rent payments have been paid; and that this Lease is then in full force and effect, stating the date or dates of any and all modifications or amendments thereto; and, if the Landlord is in compliance with the Lease, that the Landlord is not in default under the Lease and that there are no defenses or offsets against the Landlord and that the Tenant does not have any claims against the Landlord for work to be done or reimbursement of any expenses or costs.

XXIV. FORCE MAJEURE

If the performance by the Tenant or the Landlord of any non-monetary obligation under this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the reasonable control of such party, then the period for that party's performance of such provision shall be automatically extended for the same amount of time that the party is so delayed or hindered, but in no event shall such extension period exceed ninety (90) days, subject to the provisions of Article X. of this Lease.

XXV. SUBORDINATION

The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and of the land of which the Leased Premises are a part. The Tenant covenants and agrees to execute and deliver upon demand such additional instrument or instruments subordinating this Lease to the lien of any such first mortgage or mortgages as shall be desired by the Landlord and any such mortgagee; provided, however, that it is a condition of such subordination that this Lease shall not be terminated, and the Tenant's rights hereunder shall not otherwise be disturbed by reason of default or foreclosure sale under any such mortgage.

XXVI. MISCELLANEOUS

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

2. All notices to or demands upon the Landlord or the Tenant, desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from the Landlord to the Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States certified mail in an envelope properly stamped and addressed or personally delivered to the Tenant as follows:

Child Development Centers, Inc.
c/o Chief Executive Officer
631 12th Street
Franklin, PA 16323

or at such address as the Tenant may have furnished by written notice to the Landlord, and any notices or demands from the Tenant to Landlord shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States certified mail in an envelope properly stamped and addressed or personally delivered to the Landlord as follows:

Crawford Central School District
c/o Business Manager
11280 Mercer Pike
Meadville, PA 16335-9504

The effective date of such notice shall be two (2) days after delivery of the same to the United States Postal Service or upon receipt if personally delivered.

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

4. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

5. This Lease may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

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

7. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8. 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 Landlord and the Tenant.

9. This Lease has been properly executed on behalf of the parties. It is understood and agreed to by the parties that any and all actions which are or may be necessary to fully authorize the parties to enter into this Lease have been properly performed. The parties have full right, power and authority to enter into and consent to this Lease, and hereby agree to consummate the transactions contemplated by this Lease.

10. This Lease constitutes the entire agreement between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Lease may not be changed, modified or amended, in whole or in part, except in a writing signed by all parties.

11. Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between the parties hereto.

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, with the intent to be legally bound.

WITNESS/ATTEST:

TENANT:

CHILD DEVELOPMENT CENTERS, INC.

By: _____

WITNESS/ATTEST:

LANDLORD:

CRAWFORD CENTRAL SCHOOL
DISTRICT

Lisa L. Pittner, Secretary of the
Board of School Directors

By: _____
Jan A. Feleppa, President of the
Board of School Directors

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EXHIBIT B

Hallway(s)

- a. Times – No limitations
- b. Conditions – No limitations

Bathroom(s)

- a. Times – No limitations
- b. Conditions – No limitations

Cafeteria(s)/Kitchen

- a. Times – No limitations
- b. Conditions
 - Provide own custodial services for cafeteria and kitchen.
 - Responsible for all costs associated with Ansul System in kitchen, service, inspection, repair, etc.
 - Develop and maintain an integrated monthly pest management system (IPM) for the kitchen.
 - Provide all kitchen equipment with responsibility for repairs and maintenance.
 - Provide maintenance (cleaning) of grease trap.
 - Responsible for moving furniture out of rooms for summer cleaning and putting back in rooms post floor care.

Playground(s)

- a. Times – Tenant shall coordinate with other tenants.
- b. Conditions
 - Provide all equipment in fenced-in area with responsibility of all maintenance and upkeep.