

EXHIBIT A

EDUCATIONAL ASSISTANCE PLAN

ARTICLE I. – ESTABLISHMENT

1.1 The Erie County Gaming Revenue Authority (“Employer”) hereby establishes the Erie County Gaming Revenue Authority Educational Assistance Plan as set forth in this document for the exclusive benefit of its eligible employees. The purpose of this Plan is to furnish educational assistance to the Employees of the Employer. It is the intention of the Employer that the Plan qualify as a plan providing qualified educational assistance under Section 127 of the Internal Revenue Code of 1986, as amended (“Code”), and that the educational assistance under the Plan be eligible for exclusion from the Employees’ income under Code §127(a).

ARTICLE II. – PROFESSIONAL DEVELOPMENT

2.1 Employer encourages its employees to participate in professional development activities, so long as the activities are job-related and consistent with the overall mission of the Employer. Professional development activities may include academic programs, educational conferences, trainings and/or seminars. Requests to attend professional development activities should be submitted to the Executive Director, who may approve such requests if funds are available in the annual budget for such purposes. Requests to attend professional development activities by the Executive Director, or requests that exceed the annual budget for such activities, shall be submitted to the Board of Directors for its consideration. The Executive Director shall report regularly to the Board regarding the professional development activities of all employees.

2.2 If continuing education credits, academic credits, or certificates of completion are awarded as a result of participation in professional development activities, employees are required to supply copies to the Employer.

ARTICLE III. – ELIGIBILITY

3.1 All Employees are eligible to participate.

ARTICLE IV. – BENEFITS

4.1 Every Participant in the Plan shall be eligible to receive Benefits under the Plan for Covered Costs incurred by the Participant, subject to the limitations of Article IV.

4.2 “Covered Costs” means the tuition, fees and similar payments and the cost of books paid for or incurred by a Participant in taking an Educational Course. Such term shall not include the costs of any tools or supplies purchased by a Participant or the cost of meals, lodging or transportation incurred by a Participant incidental to taking an Educational Course.

4.3 A Participant who desires to receive a Benefit under the Plan shall submit a written request to the Executive Director in accordance with Section 2.1. The Executive Director shall submit a written request to the Board of Directors in accordance with Section 2.1.

4.4 Such request shall state:

- a. The institution or course provider;
- b. The course the Participant wishes to take;
- c. The tuition or other cost of such course; and
- d. Whether the Employee is receiving any other public or private financial assistance for such education.

Such request must be accompanied by evidence of enrollment for such courses and the Participant must agree to submit evidence of completion of such courses and the grade attained within thirty (30) days after the end of the course.

4.5 Within ninety (90) days of receipt of the request described in Section 4.3, the Plan Administrator shall notify the Participant whether the Participant will be entitled to a Benefit under the Plan for the Educational Course(s) the Participant wishes to take. The Plan Administrator shall pay the Participant or otherwise satisfy the Benefit the Participant is entitled to receive under the Plan, if any.

4.6 If a Participant ceases to be an Employee for any reason, no Benefits shall be paid to the former Employee for expenses incurred after the date of such termination.

ARTICLE V. – LIMITATIONS ON BENEFITS

5.1 Any Participant receiving financial assistance or a fellowship or scholarship from any public or private source shall only be entitled to a Benefit under this Plan to the extent the Covered Costs of the Educational Course or Courses taken exceed the amount of such financial assistance, fellowship or scholarship.

5.2 In no event shall a Participant be entitled to receive any Benefit under this Plan in lieu of any other compensation he or she might otherwise be entitled to from the Employer.

5.3 A Participant may not receive more than \$5,250 in Benefits under the Plan for the year in accordance with IRS Code §127(a).

ARTICLE VI.– FUNDING

6.1 The Employer shall contribute the amount required to pay Benefits under this Plan out of the general assets of the Employer at the time such Benefits are to be paid. Benefits shall be paid to or for Participants upon the submission and approval of a claim for Benefits pursuant to the claims procedure set forth in **Error! Reference source not found.** There shall be no special fund out of which Benefits shall be paid, nor shall Participants be required to make a contribution as a condition of receiving Benefits.

ARTICLE VII. – PLAN ADMINISTRATOR

7.1 The Executive Director is hereby designated as the Plan Administrator to serve until resignation or removal by the Board of Directors and appointment of a successor by duly adopted resolution of the Board. The Plan Administrator have the exclusive and binding authority to control and manage the operation and administration of the Plan, including the authority to make and enforce rules or regulations for the efficient administration of the Plan; to interpret the Plan; and to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan. In the event the Executive Director seeks a Plan Benefit, the Board of Directors shall perform the duties of Plan Administrator.

7.2 The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to eligible Employees.

7.3 The Plan Administrator shall keep accurate records of all Benefits paid to Participants under the Plan and ascertain that no Benefit was paid to an Employee in lieu of other compensation due a Participant.

ARTICLE VIII. – CLAIMS PROCEDURE

8.1 A Participant shall make a claim for Benefits by making a request in accordance with Section 4.4.

8.2 If a claim is wholly or partially denied, notice of the decision, in accordance with Section 8.3, shall be furnished to the claimant within a reasonable period of time, not to exceed ninety (90) days after receipt of the claim by the Plan Administrator, unless special circumstances require an extension of time for processing the claim. If such an extension of time is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date on which the Plan Administrator expects to render a decision.

8.3 The Plan Administrator shall provide every claimant who is denied a claim for benefits written notice setting forth, in a manner calculated to be understood by the claimant, the following:

- a. A specific reason or reasons for the denial;
- b. Reference to specific Plan provisions upon which the denial is based;
- c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

d. An explanation of the Plan's claims review procedure, as set forth in this Article VIII.

8.4 The purpose of the review procedure set forth in this Section and Section 8.5 is to provide a procedure by which a claimant, under the Plan, may have reasonable opportunity to appeal a denial of a claim to an Appeals Committee consistent of no more than five (5) and no less than three (3) persons to be appointed by the Board for a full and fair review. To accomplish that purpose, the claimant, or the claimant's duly authorized representative may:

- a. Request review upon written application to the Plan Administrator;
- b. Review relevant Plan documents; and
- c. Submit issues and comments in writing.

A claimant (or a claimant's duly authorized representative) shall request a review by filing a written application for review with the Appeals Committee at any time within sixty (60) days after receipt by the claimant of written notice of the denial of his or her claim.

8.5 Decision on review of a denied claim shall be made in the following manner:

a. The decision on review shall be made by the Appeals Committee, who may, in its discretion, hold a hearing on the denied claim; the Appeals Committee shall make its decision promptly, and not later than sixty (60) days after the Plan Administrator receives the request for review, unless special circumstances require extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.

b. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and references to the specific Plan provisions on which the decision is based.

c. In the event that the decision on review is not furnished within the time period set forth in Section 8.5(a), the claim shall be deemed denied on review.

8.6 If a dispute arises with respect to any matter under this Plan, the Plan Administrator may refrain from taking any other or further action in connection with the matter involved in the controversy until the dispute has been resolved.

ARTICLE IX. – MISCELLANEOUS

9.1 The Board of Directors of the Employer may amend or terminate this Plan at any time.

9.2 Except where otherwise indicated by the context, any masculine terminology used shall also include the feminine and vice versa, and the definition of any term in the singular shall also include the plural, and vice versa.

9.3 This Plan is effective as of December 1, 2014.

9.4 This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.

9.5 This Plan shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, other than its laws respecting choice of law, to the extent not preempted by any federal law.

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