

## **SEVENTH AMENDMENT TO AGREEMENT OF LEASE**

This SEVENTH AMENDMENT TO AGREEMENT OF LEASE (this “Amendment”) is made as of the 1st day of April 2025, by and between THE PENNSYLVANIA STATE UNIVERSITY a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws, located at 208 Old Main, University Park, Pennsylvania 16802 (the ‘Lessor’), and the ERIE COUNTY GAMING REVENUE AUTHORITY, having an address at 5340 Fryling Road, Suite 201, Erie, Pennsylvania 16510 (the ‘Lessee’).

### **BACKGROUND**

- A. Lessor is the fee simple owner of certain parcels of real property situate in Erie County, Pennsylvania, commonly known as Knowledge Park.
- B. The parties entered into an Agreement of Lease dated May 22, 2015 for 1,135 square feet of commercial office space on the second floor of 5340 Fryling Road, Suite 201 in Knowledge Park Building #4, which was amended by the parties (i) on September 15, 2017, to extend the Term to May 31, 2018 (the “First Amendment”), (ii) on May 1, 2018, to extend the Term to May 31, 2019 (the “Second Amendment”), and (iii) on April 17, 2019, to extend the Term to May 31, 2021 (the “Third Amendment”) and (iv) on June 1, 2021, to extend the Term to May 31, 2022 (the “Fourth Amendment”), (v) on June 1, 2022, to extend the Term to May 31, 2023 (the “Fifth Amendment”), (vi) on June 1, 2023, to extend the Term to March 31, 2025 (the “Sixth Amendment”) (as previously amended, hereinafter referred to as the “Lease”).
- C. The parties now desire to amend the Lease to further extend the Term of the Lease to March 31, 2026 all on the terms and conditions set forth herein.

### **TERMS OF AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

- 1. The Term of the Lease is hereby extended from April 1, 2025 until March 31, 2026 (the “Seventh Extended Term”). The Seventh Extended Term shall be governed by all of the terms and conditions of the Lease.
- 2. Commencing April 1, 2025, the Base Rent during the Seventh Extended Term shall be \$21,564.96 annually, payable in monthly installments of \$1,797.08 per month.
- 3. All provisions of this Amendment shall be effective as of the date hereof. Except as modified herein, all other terms and conditions of the Lease shall remain unchanged and

in full force and effect and the Lease in all respects is hereby ratified and affirmed by each of the parties hereto.

4. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their successors and permitted assigns. The Lease and this Amendment represent the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.
5. Each capitalized term which is not defined by this Amendment shall have the meaning given to such capitalized term in the Lease. Unless otherwise indicated in this Amendment, all section and article references in this Amendment refer to the Lease.
6. The validity, interpretation and construction of this Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. The parties agree that this Amendment may be executed by means of electronic signatures and that each copy to which such electronic signatures are affixed shall be deemed to be an original.

*(Remainder of Page Intentionally Left Blank)*

IN WITNESS WHEREOF, this Seventh Amendment to Agreement of Lease has been executed the day and year first above written.

Lessor:

THE PENNSYLVANIA STATE  
UNIVERSITY

By:\_\_\_\_\_

Name:

Title:

Lessee:

ERIE COUNTY GAMING REVENUE  
AUTHORITY

By:\_\_\_\_\_

Name: Perry N. Wood

Title: Executive Director