

LEASE AGREEMENT

THIS LEASE AGREEMENT made the _____ day of _____, 2023, by and between the

SWEET HOME CENTRAL SCHOOL DISTRICT, a central school district having its principal office at 1900 Sweet Home Road, Amherst, NY 14228; hereinafter called the “District,” and

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, FOR THE FIRST SUPERVISORY DISTRICT, ERIE COUNTY, a board of cooperative educational services organized and existing pursuant to Section 1950 of the Education Law, having its principal office at 355 Harlem Road, West Seneca, New York 14224; hereinafter called “BOCES.”

Definitions The following terms as used herein shall have the following meanings:

“Building Parking Area” shall mean the parking areas serving the building located at 333 Dexter Terrace, Tonawanda, NY 14150.

“Land” shall mean the land located at 333 Dexter Terrace, Tonawanda, NY 14150.

“Premises” shall mean the space at Dexter Terrace Elementary School described on **Schedule A** attached hereto, located at 333 Dexter Terrace, Tonawanda, NY 14150.

W I T N E S S E T H

WHEREAS, the Board of Cooperative Educational Services and the Board of Education of the Sweet Home Central School District have the authority pursuant to the New York State Education Law to enter into this lease and;

WHEREAS, the Board of Cooperative Educational Services and the Board of Education of the Sweet Home Central School District have determined that this lease is in the best financial interests of the supervisory district and the Sweet Home Central School District; and

NOW THEREFORE, that the District, in consideration of the rents, terms, covenants and conditions hereinafter contained, has let and leased and does hereby let and lease unto BOCES and BOCES does hereby take the Premises upon the terms, covenants and conditions set forth below. This lease includes the right of BOCES to use the Land and Building Parking Area in common with the District, except that all parking spaces within the Building Parking Area shall be kept available for the sole use of BOCES employees, students and visitors to the Premises between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday each week. Notwithstanding the above, the District may utilize the Building Parking Area as needed to provide services to the Premises (for example custodial services).

1. Term The term of this lease shall be for Three (3) years, commencing on July 1, 2023, and ending on June 30, 2026 (the "Term"). This Lease may be cancelled by either party effective on any June 30th during the Term upon written notice to the other party by the preceding July 1st prior to the effective date of cancellation. This Lease may be cancelled at any time by mutual written agreement of the parties.

2. Rental The rental for the Premises for the fiscal year July 1, 2023 through June 30, 2024 shall be \$447,794(the "Base Rent") plus \$24,000 for the Annex. For the two (2) remaining years, the rent will increase each year by taking the product of the previous year's rent and multiplying it times the lesser of Consumer Price Index for all Urban Consumers: All Items (CPI U), U.S. City Average (1982 1984=100) for the twelve-month period preceding January 1st of the current year or 3%. The rent for each fiscal year shall be payable in ten (10) equal installments, commencing in September of each fiscal year and continuing through June of each fiscal year. All payments of rent required by this lease shall be due on the first day of each month and shall be payable at the office of Sweet Home Central School District at 1901 Sweet Home Road, Amherst, NY 14228. The rent payable in 2023-24 hereunder is calculated on a charge basis of \$8.76 per square foot multiplied by 51,118 square feet plus an additional \$24,000 for the space identified as the annex. For the two (2) remaining years, the additional amount for the annex will be increased each year in accordance with the Consumer Price Index set forth above. BOCES shall pay all Base Rent and other payments hereunder free from charges, expenses, and deductions of any kind whatsoever, except as may be otherwise provided herein. Any payment of Rent or any other amounts due or payable from BOCES to the District that are not received within thirty (30) days of their due date may be subject to a late penalty equal to 1.5% of the amount due, notwithstanding any other provision of this Lease and in addition to any and all other remedies or penalties provided herein.

All charges, costs and expenses that BOCES is required to pay hereunder, together with all charges and penalties that may accrue thereon in the event of BOCES'S failure to pay such amounts, and all damages, costs and expenses that the District may incur by reason of any default of BOCES, or failure on the part of BOCES to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent"), and in the event of non-payment by BOCES, the District shall have all the rights and remedies with respect thereto as the District has for the non-payment of Base Rent. The Additional Rent and Base Rent are collectively referred to as "Rent".

3. Use of Premises; Limitation on Assignment BOCES shall use the said Premises solely as a school for the conduct of instructional programs operated by BOCES and for no other purpose, without the consent of the District, which consent will not be unreasonably withheld. Neither party shall sell, assign, sublet, license or otherwise transfer this Lease or any rights hereunder without the prior written consent of the other.

4. Quiet Possession So long as BOCES pays the rent and performs and observes the covenants and provisions hereof, District covenants and agrees to take all necessary steps to secure and maintain for BOCES the quiet and peaceful enjoyment and possession of the Premises.

5. Utilities It is understood and agreed that the rental payments hereunder are gross rent and include costs for all utilities relating to the use of the Premises.

6. Repairs and Cleaning The District shall, in a good and workmanlike manner, keep in good order, repair (and replace if necessary) the exterior and interior of the Premises, the Land and Building Parking Area, including sidewalks. The District shall bear the entire cost of these obligations except that BOCES, upon receipt of a proper voucher, shall reimburse the District for the cost of all interior and exterior building repairs which may be required due to damage caused by students or staff of BOCES or negligent act or omission of BOCES and not reimbursed by the District's insurance carriers. Included in the above, the District shall provide all cleaning of the Premises, ensuring that the Premises are cleaned on a daily basis and are reasonably clean and in good order upon arrival of students and staff at 7:00 a.m. each day.

7. Alterations and Improvements Before the commencement of construction of any building, addition or alteration, or the making of any other improvements, including painting and installation of technology, BOCES shall submit detailed plans and specifications for approval by the District. The District agrees not to unreasonably withhold or delay its consent to any proposed improvement to or alteration to the Premises. Approval in all cases will be signified only in writing, signed by the Superintendent of Schools. All partitions, trade fixtures, personal property, machinery, equipment, technology and non-structural improvements and alterations (collectively referred to herein as "improvements and/or alterations") installed by BOCES during the Term shall remain the property of BOCES, provided that they are non-structural and their removal would not adversely affect the Building's base structure, electrical, plumbing, mechanical, HVAC or other Building systems as determined by the District in its reasonable discretion. BOCES shall remove any and all of its improvements and/or alterations from the Premises and repair any damage caused by their removal within sixty (60) days after the expiration or termination of this Lease, unless, at the time of installation of such improvements and/or alterations, BOCES obtains the District's written consent to such improvements and/or alterations including the District's written agreement that BOCES is not required to remove such approved improvements and/or alterations upon the expiration or termination of the Lease. All structural improvements and appurtenances, except for items that may be removed by BOCES pursuant to this paragraph, shall immediately become the property of the District and the District shall take immediate possession of the Premises and BOCES agrees to execute such documents as may be necessary to vest title to the improvements in the District.

8. Indemnification, Public Liability Insurance, Fire Insurance and Other Insurances; Waiver of Subrogation

(a) District and BOCES each agree to indemnify and save the other harmless from any and all claims with respect to bodily injury or property damage, arising from any breach or default on the part of the indemnifying party in the performance of any covenant or agreement on its part to be performed pursuant to the terms of this Lease or arising from its negligence or the negligence of any of its agents, employees, contractors, executives and invitees, including all costs, counsel fees, expenses and liabilities incurred in or about any such claim; and if any action or proceeding is brought against either District or BOCES by reason of any such claim, the indemnifying party upon notice from the party to be indemnified covenants to resist or defend such action or proceeding at its expense. The District's and BOCES' obligations under this paragraph shall survive the termination of this Lease.

(b) BOCES shall provide and keep in force a comprehensive general liability coverage for minimum limits of \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate limit; said coverage must include “products-completed operations” and the liabilities imposed by Section 3811 of the Education Law. In addition, excess umbrella liability limits of \$10,000,000 should be carried to apply to this lease situation. The District shall be named as an additional insured party and such policy or policies shall cover the entire Premises leased hereunder. BOCES shall obtain and file with the District Clerk copies of said insurance policies showing the District as an additional insured party for each fiscal year included in the term of this Lease. Further, the District shall, at its sole cost and expense, maintain and keep the Premises and Building Parking Area insured against loss, damage or destruction by fire and related peril, and shall provide BOCES with evidence of such insurance coverage upon request. BOCES will be responsible for insuring the personal property and other contents owned by BOCES and located at the Premises by BOCES.

(c) Each of the District and BOCES shall cause each policy of insurance affecting all or any portion of the Premises to provide that the insurer waives any right of subrogation against the parties hereto and by attachment or otherwise, in respect of any liability of any party hereto insured under any such policy.

9-a. Damage to Premises In the event of a partial destruction or danger of or to the Premises during the Term, from any cause, the District shall at its sole cost and expense forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations but such partial destruction shall not terminate this Lease. BOCES shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the percentage of unusable space in the Premises. If such repairs cannot be made within said ninety (90) days, the District shall, in the event it elects to repair the Premises, notify BOCES that repairs cannot be completed within ninety (90) days, and within five (5) days after such notification, BOCES shall notify the District whether it intends to remain upon the Premises. If BOCES notifies the District of its intent to remain upon the Premises, the District shall have such number of days from that date to complete such repairs as the parties agree upon, rent to be proportionately reduced as aforesaid. In the event that the District shall not elect to make such repairs requiring more than ninety (90) days or BOCES elects not to remain, this Lease may be terminated at the option of either party. If such partial damage is due to the fault or negligence of BOCES, its students, servants, employees, agents, invitees or licensees, without prejudice to any other rights and remedies of the District, the damages shall be repaired by the District, but there will be no proportionate reduction of rent and BOCES will reimburse the District for any damage repairs not covered by insurance proceeds.

The foregoing termination provision shall not apply if the District (at its sole election) offers to provide, and BOCES agrees to accept, suitable alternate space for temporary use, or if the partial destruction or damage covers twenty-five percent (25%) or less of the floor area used for any single program of instruction conducted on the Premises. If more than 25% of such floor area is partially destroyed or damaged, termination shall apply to the total area to that program, pursuant to the foregoing. Termination shall also apply as above in the case of destruction of any utilities or other building wide facilities (restrooms, etc.) rendering the building unusable for 25% or more of the total student body.

Notwithstanding the foregoing, in the event of damages that result in a material prevention of attendance by students or a material prevention of the provision of the instructional program by BOCES, or pose a threat to the safety of students or staff, the District shall repair such damages within twenty (20) days. If such repairs cannot be made within said twenty (20) days, this Lease may be terminated at the option of BOCES.

9-b. Condemnation If at any time during the Term, all of the Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, this Lease shall terminate on the date of such taking and BOCES shall promptly quit the Premises.

If less than all of the Premises shall be so taken and in BOCES' reasonable opinion the remaining part is insufficient for BOCES' use, BOCES may, by notice to District within ninety (90) consecutive days after notice of such taking, terminate this Lease. If BOCES exercises its option, this Lease and the Term hereof shall end on the date specified in BOCES' notice and the rent shall be apportioned and paid to the date of such taking. If less than all of the Premises shall be so taken, and if BOCES does not exercise its option, this Lease shall remain unaffected except that BOCES shall be entitled to a pro rata abatement of rent based on the proportion which the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking.

10. Default; Early Termination

(a) Events of default by BOCES

1) Default by BOCES in the payment of Rent after thirty (30) days following written notice thereof by District to BOCES; or

2) Default by BOCES in the performance of any other provision of this Lease or breach of any warranty or representation for more than thirty (30) days after written notice of such default or breach by the District to BOCES except that if such default or breach cannot be cured within such thirty (30) day period, said period shall be extended for a reasonable period of time, provided BOCES commences to cure such a default or breach within the thirty (30) day period and proceeds diligently thereafter to effect such a cure; or

3) The filing of any notice of lien for any improvements to the Premises made or caused to be made by BOCES and the failure of BOCES to discharge or bond such lien within sixty (60) days after the date of filing.

(b) Events of default by the District

Default by the District in the performance of any provision of this Lease or breach of any warranty or representation for more than thirty (30) days after written notice of such default or breach by BOCES to the District except that if such default or breach cannot be cured within such thirty (30) day period, said period shall be extended for a reasonable period of time,

provided the District commences to cure such a default or breach within the thirty (30) day period and proceeds diligently thereafter to effect such a cure.

(c) In the event of Default by either party after service of written notice to the other of such Default and expiration of applicable cure periods, either party may exercise such right or remedies as they may be entitled under law or equity, including the commencement of a summary eviction proceeding. This Lease may also be terminated on grounds of such default (following expiration of applicable notice and cure periods) at the option of the non-defaulting party upon the service of a notice of termination specifying the date of termination in such notice, which date shall be at least ten (10) days after service of such notice; however, such termination shall not relieve the party so defaulting from liability to the other party for such damages as may be suffered by reason of such default.

(d) In addition to the foregoing, if the District defaults in the performance of any provision of this Lease, and following written notice to the District specifying the manner of default and expiration of the thirty (30) day cure period (or, following written notice and the District's continued failure to cure the default following expiration of such cure period as may have been reasonably extended in accordance with subparagraph 10(b) above), BOCES at its sole option may, but shall not be obligated to, elect to cure such default. The District shall reimburse BOCES for the reasonable cost(s) to BOCES in curing such default, no later than thirty (30) days after receipt of invoice from BOCES. The invoice shall be accompanied by detailed evidence of such costs to BOCES. If District fails to make payment within thirty (30) days after receipt of the invoice and detailed itemization of costs, BOCES shall have the right to deduct the costs of such cure from the next installment(s) of Base Rent thereafter payable under the Lease, until the entire amount thereof is paid in full.

(e) In addition to the foregoing, if BOCES defaults in the performance of any provision of this Lease, and following written notice to BOCES specifying the manner of default and expiration of the thirty (30) day cure period (or, following written notice and BOCES's continued failure to cure the default following expiration of such cure period as may have been reasonably extended in accordance with subparagraph 10(a)(2) above), the District at its sole option may, but shall not be obligated to, elect to cure such default. BOCES shall reimburse the District for the reasonable cost(s) to the District in curing such default, no later than thirty (30) days after receipt of invoice from the District. The invoice shall be accompanied by detailed evidence of such costs to the District. If BOCES fails to make payment within thirty (30) days after receipt of the invoice and detailed itemization of costs, the failure to pay shall be a further event of Default entitling the District to exercise such rights and remedies as it may be entitled under law or equity.

(f) Early Termination

1) The Lease will terminate within ninety (90) days following the effective date of the withdrawal of the District as a component member of BOCES as a result of the merger of BOCES with another Board of Cooperative Educational Services.

2) The Lease will terminate in the event that BOCES enrollment in the programs offered at the Premises declines to a point where BOCES has determined that the entirety

of the classroom space at the Premises will no longer be needed for the full duration of the Term of this Lease. If this occurs, BOCES will be required to provide written notice to the District as of March 1st of the fiscal year in which BOCES has made such determination, at which time termination will be effective as of June 30th of the next succeeding fiscal year. For example, if BOCES provides notice to the District on March 1, 2024, then the termination will be effective as of June 30, 2025.

3) The Lease will terminate in the event that the District determines that due to space constraints in other District buildings that the District will be required to take back the space in its entirety prior to the full duration of the Term of the Lease. If this occurs, the District will be required to provide written notice to BOCES as of June 1st of the fiscal year in which the District has made such determination, at which time termination will be effective as of June 30th of the next succeeding fiscal year. For example, if the District provides notice to BOCES on June 1, 2024, then the termination will be effective as of June 30, 2025.

4) This Lease shall terminate ninety (90) days after the dissolution or termination of BOCES (but not the merger or consolidation thereof) or of BOCES' functions in providing instruction programs operated by BOCES requiring similar classroom facilities for its component members.

11. Return of Premises Upon the completion of the term of this Lease, BOCES shall restore the Premises to its original condition less ordinary depreciation and wear and tear. All structural improvements shall become the property of the District except as provided in Paragraph 7 herein.

12. Applicable Law This Lease is subject to and governed by all applicable provisions of the Laws of the State of New York and any further rules, regulations and laws applicable thereto. The parties agree that the rent recited hereunder represents a fair market value for the Premises.

13. District Use of Premises The District reserves the right to use the areas and facilities at Dexter Terrace, not leased hereunder, for its own use, or to sublet the same to any other tenant, provided that the District shall not authorize any use which will in any way interfere with the full use and enjoyment of the Premises, the Land, or the Building Parking Area by BOCES. BOCES agrees that the District may use the Premises hereunder, with the exception of all classroom and office space, at no charge to it by BOCES during any periods when such portion of the Premises are not being used by BOCES, subject to the consent of BOCES, which consent shall not be unreasonably withheld.

14. Nursing Services BOCES will provide a Nurse at the facility who will be accessible to and be utilized by both the students and staff of BOCES and the District.

15. Entry into Premises BOCES shall permit the District's agents to enter the Premises between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday each week, upon reasonable notice for the purpose of inspecting same or making repairs. Additionally, the District's employees will have access to the Premises for purposes of carrying out their custodial duties as

required under the Lease without the need for advance notice. Nothing in this Section 14 limits the District's right of access to the Premises as set forth in Section 13.

16. Status of Title District covenants that as of the date hereof it owns the Premises and there are no mortgage liens, claims, causes of action, lawsuits, or judgments against the Premises.

17. Commissioner's Regulations Notwithstanding any other provision of this Lease, the District expressly warrants and shall ensure at its own expense that the Premises described herein meet, at the commencement of this Lease and for the duration of its Term, all applicable standards for school district facilities, including compliance with the Uniform Code of Public School Building Inspections, Safety Rating and Monitoring as set forth in 8 NYCRR Part 155.4, and that any alteration or improvement (if any) made to the Premises during the Term by either District or BOCES shall satisfy the provisions of Section 1950 of the Education Law and the regulations promulgated thereunder, including, without limiting the foregoing, Section 155.2 of the Regulations of the Commissioner of Education of the State of New York.

18. Limitations on District's Right to Change Premises Unless required by law, District shall not, without BOCES' prior written consent, which shall not be unreasonably withheld or delayed, at any time during the Term reduce the size or location of the Building Parking Area or make any substantial structural changes to the Premises (other than as reasonably required incident to repairs and maintenance).

19. BOCES' Compliance with Laws BOCES shall comply with all laws, rules, ordinances, orders and regulations of any federal, state and local authority which are applicable to its status as a lessee of the Premises and its use of the Premises. Except with respect to improvements made to the Premises by BOCES during the Term, or improvements required under the Education Law or the regulations promulgated thereunder, nothing herein contained shall be deemed to impose any obligation upon BOCES to make any structural changes or repairs to the Premises or to incur any expense relating thereto, unless such structural change, repair or expense is required solely as a result of BOCES' particular use of the Premises. BOCES will be solely responsible for the safety of its program participants and access to and from the Premises during the Term of the Lease, however, this obligation does not limit the District's liability for its negligent acts and omissions or its maintenance responsibilities set forth in this Lease.

20. District's Compliance with Laws Except as set forth in Paragraph 18, District, at its sole expense, shall comply with all rules, regulations, orders, laws, ordinances and legal requirements and standards issued thereunder which affect the Premises. Without limiting the foregoing, District, at its sole expense, shall comply or cause the Premises to comply with all present and future fire and safety laws, regulations and codes, including, but not limited to, the obligation to test potable water at all locations within the Premises for lead contamination and implement a lead remediation plan, where applicable.

21. Signs BOCES may place its signs on the exterior of the Premises with the approval of the District. All signs must conform with all applicable laws, and BOCES is required to obtain any necessary governmental approvals or consents for their signage.

22. Notices to District or BOCES Any notice, request, communication or demand under this Lease shall be in writing and shall be considered properly delivered when addressed as hereinafter provided, and mailed by registered or certified mail (return receipt requested) and deposited in the United States general or branch post office, when mailed by overnight courier and deposited with same, or by hand delivery. Any notice, request communication or demand by BOCES to District shall be addressed to Sweet Home Central School District at 1901 Sweet Home Road, Amherst, NY 14228, Attention: Superintendent, Administrative Services, until otherwise directed in writing by District. Any notice, request, communication or demand by District to BOCES until otherwise directed in writing by BOCES, shall be addressed to Board of Cooperative Educational Services for the First Supervisory District, Erie County, 355 Harlem Road, West Seneca, New York 14224 Attention: Executive Director of Administration and Operations. Rejection or other refusal to accept a notice, request, communication or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request communication or demand sent.

23. Non-Waiver Failure of either party to cure a default of the other under this Lease shall not render such non-defaulting party in any way liable therefore or relieve the defaulting party from any of its obligations hereunder. It is further specifically agreed that in the event that at any time, or from time to time during the Term, a default shall exist under any of the provisions of this Lease, the payment by BOCES to District or the acceptance or receipt by District from BOCES of any one or more installments of rent while such default exists, shall not constitute a waiver of such default and shall not alter, limit, or otherwise adversely affect any of the rights of the District or BOCES with respect to such default including the right to terminate this Lease, and acceptance of such rental by District after termination shall not be deemed an election by District waiving such termination. No payment by BOCES or receipt by District of a lesser amount than the installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment, as rent be deemed an accord and satisfaction, and District may accept such check or payment without prejudice to District's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

24. Remedies Cumulative No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall wherever possible be cumulative, in addition to all other remedies in law or equity either party may have arising out of the default of the other party and failure to cure such default within the applicable grace period.

25. Commissioner's Approval This Lease shall be deemed null and void, and the parties shall have no obligations hereunder, unless and until this Lease is approved by the Commissioner of Education of the State of New York pursuant to Section 155.11 of the Regulations of the Commissioner of Education of the State of New York.

26. No Pending Litigation District and BOCES represent and warrant to each other that this Lease is not the subject of any pending or threatened litigation.

27. Entire Agreement This Lease and the Exhibits attached hereto contain the entire agreement of the parties and may not be modified except by instrument in writing signed by both parties.

28. Taxes District hereby covenants and agrees to pay when due or otherwise any real estate taxes, general and special assessments levied or assessed against the Premises together with any interest and/or penalties for late payment.

29. District Services District shall, at its sole cost and expense, furnish to BOCES the following services:

(a) Access to the Premises, Land and Building Parking Area between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday each week, and up to five (5) nights during the school year, with notification to District, unless otherwise agreed upon by both parties.

(b) Reasonable heat, ventilation and air conditioning to the Premises.

(c) Reasonable cleaning and janitor services for the Premises, including removal of refuse and rubbish, and custodial coverage during hours of operation. If BOCES requests custodial coverage for a night event described in subparagraph 28(a) above, then BOCES will reimburse the District for the cost of providing that custodial coverage.

(d) Hot and cold running water for the Premises adequate for BOCES's purposes.

(e) Electricity adequate for lighting of the Premises and for operation of BOCES office machines, appliance and equipment.

(f) Access to District network infrastructure within the building.

(g) Provision, installation and replacement of light bulbs, tube, and ballasts in the Premises and Building Parking Area.

(h) Removal of ice and snow from walks, drives and the Building Parking Area (and access ways thereto), curbs and other common areas.

(i) Lawn care and maintenance including grass cutting and landscaping.

(j) Maintenance and reasonable repair of the Building Parking Area, including removal of trash and debris therefrom.

(k) Adequate lighting in the Building Parking Area.

(l) Access to District security systems to the building, including the card/swipe system and master keys provided for administration, and access to security cameras.

(m) Use of common space.

30. Subordination This Lease shall always be subject and subordinate to the lien of any mortgage or deed of trust which may now be or hereafter may be made a lien on the Premises by the District or its assigns. Although no instrument or act on the part of BOCES shall be necessary to effectuate such subordination, BOCES will, nevertheless, execute such further instruments subordinating the Lease to the lien of any such mortgage or deed of trust as may be reasonably required by the lender, provided, however, and notwithstanding anything herein contained to the contrary, that as long as BOCES, its successors and assigns, shall fully perform the covenants and conditions contained herein, including the payment of all rent hereunder, it shall have the right to peaceably occupy and possess the Premises under this Lease without interruption or disturbance by the purchaser at a foreclosure sale and said instrument subordinating the Lease shall contain such non-disturbance language.

31. End of Term and Holding Over At the expiration or termination of the Lease, BOCES shall surrender the Leased Premises in good, broom-clean or equivalent condition, reasonable wear and tear excepted (other than maintenance, repairs and replacements if required to be performed by BOCES under this Lease), and BOCES shall surrender all keys for the Premises to District at the place then fixed for the payment of rent. BOCES shall remove all personal property, trade fixtures or other improvements, alterations or additions installed by or for BOCES (subject to the terms of Paragraph 7), and BOCES will repair all damage caused by such removal. If BOCES shall default in so surrendering the Premises, BOCES shall be deemed to have failed to deliver possession of the Premises pursuant to Section 229 of the Real Property Law and, whether or not with the consent or acquiescence of District, shall in no event be deemed a tenancy at will, from month to month, and BOCES shall be subject to all the terms, covenants and conditions of this Lease applicable thereto.

32. Mechanic's Liens BOCES shall not permit any mechanic's or materialman's liens to be levied against the Leased Premises, or any part thereof, for any labor or material furnished with respect to the Leased Premises, or any part thereof, or to BOCES or to BOCES'S agents or contractors in connection with work of any character performed in, at, on, under or to the Leased Premises.

33. No Broker Each party warrants and represents to the other that it has dealt with no broker, agent or other person in connection with this Lease and each party agrees to indemnify, defend and hold the other harmless from and against any and all claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with said party with regard to the leasing transaction. The provisions of this Section shall survive a termination or expiration of the Lease.

34. Captions The captions appearing at the beginning of each of the sections of this Lease are for reference only and are not to be considered a part of this Lease.

35. Binding This Lease shall inure to the benefit of and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

36. Modification This Lease constitutes the whole agreement between the parties with respect to the subject matter hereof. There are no terms, obligations, covenants, or conditions other

than contained herein. No modification or variation hereof shall be deemed valid unless evidenced by an agreement in writing and signed by the duly authorized representatives of the respective parties.

[Signature page follows]

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

SWEET HOME CENTRAL SCHOOL DISTRICT

By _____
Title:
Name:

BOARD OF COOPERATIVE EDUCATIONAL SERVICES, FIRST SUPERVISORY DISTRICT, ERIE COUNTY

By _____
President, Board of Education
Name:

S:Lease/Sweet Home2023-2026

Schedule A

Sweet Home Central School District

“Premises” shall consist of approximately 51,118 sq. ft. of space in the Dexter Terrace building at 333 Dexter Terrace, Tonawanda, NY 14150, to be provided by Sweet Home Central Schools, which shall include:

- Classroom space
 - Main Office
 - Counselor Offices
 - Nurses Office
 - Gymnasium
 - Cafeteria
 - Use of green space
- (As outlined in attached diagram)

- Annex Building (Added July 1, 2023 for \$2,000)

To be provided by Erie 1 BOCES:

- Technology (and installation of same, subject to Paragraph 7), to include SMART Boards, computers, copy machine, and tech support; VOIP telephones; switches, access points, servers and broadband connections; security access system cards for each staff member assigned to the Premises (or reimbursement to the District for the cost of such cards)
- Classroom/Office furniture
- Building Signage (to be agreed upon with Sweet Home CSD)
- Administrator, school nurse, clerical, and instructional staff
- Instructional supplies and equipment
- Building safety plan (will consult with Sweet Home CSD)