

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of August 2015, by and between UNITED REFINING COMPANY (hereinafter "LESSOR"), a Pennsylvania Corporation, of 15 Bradley Street, Warren, Pennsylvania 16365 and WARREN COUNTY SCHOOL DISTRICT, a Pennsylvania school district (hereinafter "LESSEE"), having an address of 6820 Market Street, Russell, Pennsylvania 16345-3406.

WITNESSETH THAT:

For and in consideration of the rent hereinafter reserved and to be paid by LESSEE to LESSOR and the performance by both parties hereto of all duties and obligations hereinafter set forth, LESSOR warranting that it has title, interest and authority to do so, does hereby grant, lease and demise unto LESSEE, its successors and assigns, for the term and under and subject to the conditions and agreements hereinafter set forth that certain real estate situate thereon and hereinafter described.

This Lease is made and entered into under and subject to the following terms and conditions, provisions, covenants and agreements:

1. LEASED PREMISES. The leased premises are commonly known as the former South Street Elementary School building and (the "Building") and adjacent parking located at in the City of Warren, Pennsylvania at 713 Pennsylvania Avenue East, Warren, PA 16365 (hereinafter referred to as the "Leased Premises") and is described more specifically on the attached "Exhibit A." It is understood and agreed that LESSEE will not occupy and utilize the entirety of the Building. LESSOR and LESSEE agree to confer at or before the commencement of the Term and determine the points of access, and the areas to be used for equipment storage and sports practice and activities within the building.

2. TERM AND RENEWAL. The term of this Lease shall commence on the [] day of September, 2015 (the "Commencement Date"), and continue for a period of one (1) year, expiring on [date].

3. RENT. LESSOR reserves and LESSEE agrees to pay to LESSOR as rent for the Leased Premises during the term of this Lease the sum of One and 00/100 Dollars (\$1.00) per year payable in U.S. currency. Said rent shall be due and payable on or before the first day of the Term.

4. USE. It is mutually understood and agreed by and between the parties hereto that the Leased Premises is intended to be used for the sole purpose of extra-curricular sports activities. Furthermore, LESSEE'S use shall comply with all ordinances, laws, rules or regulations promulgated by any governmental body having jurisdiction over the Leased Premises.

5. UTILITIES. LESSOR SHALL arrange and pay for utilities consisting of gas, water, sewer and electric. Any other utilities necessary or convenient for LESSEE'S use shall be at the sole cost and expense of LESSEE.

6. IMPROVEMENTS AND FIXTURES. LESSEE shall not place any permanent or temporary improvements on, above, or below the Leased Premises without the express written consent of LESSOR first had and obtained, which consent may be withheld or conditioned in LESSOR'S sole discretion. Any damage to the Leased Premises occasioned by such installations shall be repaired by LESSEE at LESSEE'S sole cost and expense. Any such improvements installed in the Leased Premises, except those permanently attached, shall be and remain the property of LESSEE.

7. MAINTENANCE AND REPAIR. LESSEE is responsible for cleaning, trash collection and removal and maintaining those portions of the Leased Premises used by LESSEE in good order, normal wear and tear excepted. All other repairs, maintenance, and costs, including snow removal and maintenance and repair costs, shall be performed by and at the expense of LESSOR. To the extent maintenance or repair costs, including the costs of compliance with legal or regulatory requirements shall be deemed prohibitive during the Term, LESSOR shall not be liable for the performance thereof or any liability arising from the non-performance thereof. In such an event, LESSEE or LESSOR may elect to terminate this Lease by notice to the other at any time during the term.

8. INDEMNITY AND INSURANCE.

Without waiving any immunities, limitations of liability, or damage limitations provided by law, each party shall defend, indemnify and hold harmless the other party, its employees, agents, Board Members, directors, officers, and representatives from and against any and all claims, liabilities, losses and expenses arising from the indemnitor's or its employee's, agent's, or representative's (i) act or omission; (ii) negligent, reckless, or intentional conduct; (iii) violation of any federal, state, or local law, regulation, or ordinance; or (iv) failure to comply with any term or condition of this

Agreement. Each party's duties and obligations in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.

LESSEE agrees at LESSEE'S expense to maintain in force continuously throughout the term of this Lease and any extension hereof general liability insurance, including contractual indemnity coverage naming LESSOR as additional insured, covering the Leased Premises in the amount of not less than \$1,000,000 combined single limit for aggregate bodily and/or property damage liability. LESSEE shall furnish LESSOR with a copy of a certificate of insurance evidencing these coverage's and, upon request of LESSOR, the policy of insurance, which shall be non-cancelable without written notice to LESSOR at least 30 days in advance of cancellation. LESSEE shall also provide all Workers Compensation insurance as may be required by the Commonwealth of Pennsylvania.

LESSEE agrees that its activities on, and use of, the Leased Premises will not conflict with any insurability requirements for the Building or the Leased Premises and LESSEE shall be responsible for any costs of compliance with the fire and panic laws of the Commonwealth of Pennsylvania as well as any subdivision thereof, including but not limited to the enforcement of occupancy requirements and fire suppression equipment to the extent any additional equipment is required on site as a result of LESSEE'S occupancy.

9. DAMAGE, DESTRUCTION AND CONDEMNATION. If, in the opinion of either party the Leased Premises are rendered substantially unfit for the occupancy or the use herein contemplated due to damage, destruction or a taking, either LESSOR or LESSEE may, at its option exercised at any time following the occurrence of the damage, destruction, or taking elect to terminate this Lease.

10. QUIET ENJOYMENT. LESSOR covenants that LESSEE, its permitted successors and assigns, shall have continuous, peaceable, uninterrupted, and exclusive possession and quiet enjoyment of the Leased Premises during the term of the Lease, subject to the terms and conditions of this Lease.

11. DEFAULT. Default by LESSEE of any of the agreements to be kept and performed by LESSEE during the Term hereof shall constitute an event of default. Upon the occurrence of an event of default, LESSEE shall have thirty (30) days from the date of notice thereof by LESSEE to cure or

commence to cure such event if the same is capable of cure. In the event any such default remains uncured beyond thirty (30) days, or the cure thereof s being diligently pursued, LESSOR may terminate this Lease without further notice. Termination of this Lease shall not discharge either party from its duties and obligations accruing hereunder prior to termination nor from any liability accruing as a result of any defaults hereunder.

12. ACCESS BY LESSOR. LESSOR, its agents and representatives, shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspection, and any such entry herein authorized shall not be or constitute an eviction or deprivation of any right conferred hereunder upon LESSEE.

13. SUCCESSORS BOUND. This agreement shall extend to and be binding upon the successors and assigns of LESSOR. LESSEE shall not have the right to assign this Lease, sublet or transfer any interest in this Lease, and LESSEE further agrees that this Lease or any memorandum thereof shall not be placed of public record.

14. CONDITIONS OF PREMISES ON TERMINATION. Except as otherwise herein provided, upon the expiration of the initial term of this Lease or any extension hereof, or upon sooner termination in accordance with the terms hereof, LESSEE shall surrender the Leased Premises to the LESSOR in as good condition as the same were received, ordinary wear and tear and damage by the elements excepted.

15. NOTICE. Any notice from one party to the other hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed enclosed in a certified mail postpaid envelope addressed to the respective addresses stated:

To LESSOR: United Refining Company
 15 Bradley Street
 Warren, PA 16365
 Attention: John R. Wagner, Esquire

To LESSEE: Warren County School District
 6820 Market Street
 Russell, PA 16345-3406
 Attention: Amy Stewart

16. NO REPRESENTATIONS BY LESSOR. Neither LESSOR or LESSEE'S agents have made any representations, warranties or promises with respect to the physical condition of the property or any other matter or thing affecting or related to the Leased Premises except as may be expressly set forth in this Lease. LESSEE acknowledges that it was the owner of the Property and occupied the Leased Premises prior to June 12, 2014 and is thoroughly acquainted with the condition thereof and its suitability for LESSEE'S intended uses. LESSEE takes the same on an "**AS-IS**" and "**WHERE-IS**" basis, with all faults and defects as of the Commencement Date. All understandings and agreements heretofore made between LESSOR and LESSEE are merged in this Lease, which alone fully and completely expresses the agreement between LESSOR and LESSEE and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

17. EFFECT OF TERMINATION BY LESSOR. In the event that LESSOR for any reason attempt to terminate this Agreement prior to the expiration of the one-year term specified in Section 2 of this Agreement, LESSOR agrees that the termination shall not become effective until the conclusion of the 2015/2016 PIAA Wrestling season.

18. ENTIRE AGREEMENT. This Lease contains all of the promises, agreements and conditions between the parties hereto, and any subsequent agreements between the parties altering the terms hereof must be in writing and executed by both parties and approved by the LESSEE'S Board of School Directors at a public meeting held in compliance with the Sunshine Law.

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

WITNESS:

UNITED REFINING COMPANY

by: _____
John R. Wagner, Vice President

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

School Board Secretary

by: _____
School Board President

“EXHIBIT A”

Parcel I

ALL THAT CERTAIN piece or parcel of land situate in the City of Warren, Warren County, Pennsylvania, being Lots No. 47, 48, 49, and 50, the easterly 57 feet of Lot No. 44, and the easterly 57 feet of the southwesterly half of Lot No. 43, all as numbered on the map of the Carver Farm recorded in Deed Book 36, Page 102; together with Lots No. 74 and 75 as numbered on the map of the Carver Farm recorded in Deed Book 52, Page 161.

Said premises may further be described in accordance with a survey made by W. T. Bevevino, Surveyor, in May 1969, as follows:

COMMENCING at the northeasterly intersection of Pennsylvania Avenue East with North South Street;

Thence by the line of Pennsylvania Avenue East with North 43° 15' West 197.35 feet to a stone monument;

Thence by lands now or formerly of Cosmano, Offerle, Steele, McDonald, Mathis, and Kazamia, North 49° 33' East 347.6 feet to a fence post;

Thence South 42° 50' East 55.9 feet,

Thence South 42° 30' East 140.4 feet to a point in the northerly line of North South Street, corner of lands of Abbott;

Thence by the line of North South Street 49° 38' West 345.4 feet to the place of beginning.

BEING a portion of the premises conveyed to the Warren County School District by Deed of the Warren County School District Authority dated January 6, 1994, and recorded at Warren County Record Book 523, Page 83.

Parcel I is identified on the Tax Assessment Maps of Warren County as Parcel No. WN-587-289.

Parcel II

ALL THAT CERTAIN piece or parcel of land situate in the City of Warren, Warren County, Pennsylvania, known and designated as Lot No. 73 on a plot of land purchased from Stephen and Eliza Carver by W. A. Rankin and others, as surveyed and made by D.F.A. Wheelock, County Surveyor, on November 20, 1883, and recorded in the Recorder's Office in and for said County in Deed Book 52, Page 680.

BEING the same premises conveyed to Warren County School District by Deed of Edythe G. Nelson, now Edythe N. Abbott, widow, by her Attorney-in-Fact, Ernest Abbott, dated May 5, 1994, and recorded at Warren County Record Book 543, Page 221.

Parcel II is identified on the Tax Assessment Maps of Warren County as Parcel No. WN-587-2955.

Parcel III

ALL THAT CERTAIN piece or parcel of land situate in the Sixth Ward of the City of Warren, formerly the Borough of Warren, Warren County, Pennsylvania, more particularly described as follows:

BEING premises known and designated on the map or plot of Carver Estates as recorded in the Recorder's Office in and for Warren County in Deed Book 52, Page 679, as Lot No. 72, said lot being more particularly bounded and described as follows, to-wit:

On the North by Lot No. 71;

On the East by South Street;

On the South by Lot No. 73; and

On the West by Lot No. 34 as shown on said plot, having a frontage on South Street of 50 feet and a depth of 100 feet. Being further described as 17 North South Street.

BEING the same premises conveyed to the Warren County School District by Deed of Betty J. Uplinger dated October 27, 2005, and recorded at Warren County Record Book 1533, Page 159.

Parcel III is identified on the Tax Assessment Maps of Warren County as Parcel No. WN-587-2953.

Parcel IV

ALL THAT CERTAIN parcel of land situate in the City of Warren, Warren County, Pennsylvania, bounded and described as follows:

BEGINNING at the southwest corner of South Street and Madison Avenue, running thence in a southwesterly direction along the northerly line of South Street 60 feet to a point;

Thence in a northwesterly direction by a line parallel to the southerly line of Madison Avenue 67 feet, more or less, to a point;

Thence in a northeasterly direction by a line parallel with the northerly line of South Street 60 feet to the southerly line of Madison Avenue;

Thence in a southeasterly direction along the southerly line of Madison Avenue 67 feet, more or less, to the place of beginning.

BEING a portion of Lot No. 71 of the Carver Addition to East Warren, a map of which is entered in Deed Book 52, Page 680, of the records of Warren County, Pennsylvania; and BEING the same premises conveyed to the Warren County School District by Deed of Randy R. Pierce and Leslie M. Pierce, husband and wife, dated August 31, 2009, and recorded at Warren County Record Book 1935, Page 270.

Parcel IV is identified on the Tax Assessment Maps of Warren County as Parcel No. WN-587-2962.