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701 NATIONAL CITY BANK BUILDING
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OF COUNSEL
WILLIAM F. CLINGER, JR.
S. KNOX HARPER
1918-1994

January 21, 1999

Mr. Larry Conrad
Warren County School District
347 E. Fifth Avenue
Warren, Pennsylvania 16365

Re: Agreement of Lease and Release
Warren County School District/Warren
Sports Boosters, Inc. - April 27, 1998
Addendum to Agreement of Lease
and Release - June 15, 1998

Dear Larry:

In connection with the Agreement of Lease and Release between the Warren County School District and Warren Sports Boosters, Inc. dated April 27, 1998, and the Addendum to that Lease Agreement dated June 15, 1998, we enclose herewith the following:

1. Copy of executed Agreement of Lease and Release dated April 27, 1998 between the Warren County School District and Warren Sports Boosters, Inc.
2. Copy of executed Addendum to Agreement of Lease and Release dated June 15, 1998 between the Warren County School District and Warren Sports Boosters, Inc.

Sincerely,

HARPER & MARTI

By

Jon P. Marti

JPM:cm
Enclosures

cc: Arthur J. Stewart, Esq.
Jim Decker, Warren Sports Boosters

JON P. MARTI
JOHN A. ARANYOS

HARPER & MARTI
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701 NATIONAL CITY BANK BUILDING
WARREN, PENNSYLVANIA 16365
(814) 723-8660

FAX (814) 723-4606
OF COUNSEL
WILLIAM F. CLINGER, JR.
S. KNOX HARPER
1916-1924

January 21, 1999

Arthur J. Stewart, Esq.
Swanson, Bevevino, Gilford and Stewart, P.C.
311 Market Street
Warren, Pennsylvania 16365

Re: Agreement of Lease and Release
Warren County School District/Warren
Sports Boosters, Inc. - April 27, 1998
Addendum to Agreement of Lease
and Release - June 15, 1998

Dear Arthur:

In connection with the Agreement of Lease and Release between the Warren County School District and Warren Sports Boosters, Inc. dated April 27, 1998, and the Addendum to that Lease Agreement dated June 15, 1998, we enclose herewith the following:

1. Executed counterpart of Agreement of Lease and Release dated April 27, 1998 between the Warren County School District and Warren Sports Boosters, Inc.
2. Executed counterpart of Addendum to Agreement of Lease and Release dated June 15, 1998 between the Warren County School District and Warren Sports Boosters, Inc.

Sincerely,

HARPER & MARTI

By _____
Jon P. Marti

JPM:cm
Enclosures

cc: ✓ Larry Conrad, WCSD
Jim Decker, Warren Sports Boosters

COPY

AGREEMENT OF LEASE AND RELEASE

THIS AGREEMENT, made this 27th day of April, 1998, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185 Hospital Drive, North Warren, Pennsylvania, sometimes hereinafter referred to as ----- **"DISTRICT,"**

AND

WARREN SPORTS BOOSTERS, INC., a Pennsylvania non-profit corporation, sometimes hereinafter referred to as ----- **"BOOSTER."**

WHEREAS, the District owns premises situate in the City of Warren, Warren County, Pennsylvania, upon which premises there is located the War Memorial Athletic Field facility including bleachers and locker rooms; and

WHEREAS, the District traditionally uses War Memorial Athletic Field for the playing of athletic contests sponsored by the District, permits its adjoining neighbor the YMCA, at no or nominal charge, to utilize War Memorial Athletic Field for events sponsored or engaged in by the YMCA, and permits the use of War Memorial Athletic Field for other similar public purposes; and

WHEREAS, the Booster wishes to undertake the renovation of War Memorial Athletic Field which will involve the installation of a new field for football and soccer, an all-weather track, bleachers, press box, lights, locker rooms and related facilities as more specifically described in and identified in Exhibit "A" attached hereto (which renovation is hereinafter referred to as the "Project"); and

WHEREAS, pursuant to Section 759 of the School Code, the parties wish to set forth their understanding as to the various rights and duties that will be exchanged between the parties in order to accomplish the Project and to thereafter maintain it so that the purposes hereinafter enunciated can be accomplished; and

WHEREAS, it is the mutual intention of the parties that substantial renovations occur at War Memorial Athletic Field, with a small portion of said renovations to be the obligation of the District, and the majority of the renovations to be the obligation of the Booster, that the renovations be done in such a way so as to improve the sports facilities available for use by the Warren County School District and in a manner befitting the original creation of War Memorial Athletic Field as a memorial to veterans of war, and that the District make reasonable efforts to make the renovated War Memorial Athletic Field available to the Warren County community through the YMCA and similar organizations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. During the term of this Agreement, the District does let unto the Booster the premises depicted on Exhibit "B" attached hereto (hereinafter referred to as "Premises") for the purposes of making renovations and improvements to the Premises and to maintain the same. The District retains the right to go upon the Premises for the purposes of inspection, making improvements and the like. The Booster covenants and agrees that it will utilize the Premises solely for the purposes as aforesaid.

2. The Booster agrees that once the field, all-weather track and bleachers are completed in accordance with the plans attached as Exhibit "A" and at all times thereafter while this Agreement is in effect, it will not commence construction of any

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improvement upon the Premises or repair other than to the original Project of such scope that it would be regarded as a capital repair (rather than an item of ordinary maintenance), until all of the following:

a. The District Superintendent or his/her designee approves, in writing, the plans and specifications therefor;

b. The District Superintendent or his/her designee approves, in writing, the construction schedule therefor;

c. The District Superintendent or his/her designee approves, in writing, the Booster's project funding plans so as to ensure timely completion of the project.

At all times during the term of this Agreement, the Booster agrees that it will do all of the following:

d. (If required by the School Code) The Booster obtains the approval of the Pennsylvania Department of Education;

e. (If required by law) The Booster obtains the approval of the Department of Labor and Industry;

f. The Booster obtains all necessary permits or other manifestations of approval required by all applicable laws, rules and regulations.

With regard to the Project, Booster shall provide the District with copies of all plans and specifications therefor as well as a construction schedule developed to

ensure that the Project will not interfere with the commencement of the football/soccer season in September 1998.

The Booster's failure to comply with any of the foregoing provisions will constitute a material breach.

3. Subject to the provisions of the preceding paragraph, the Booster agrees that on or before September 1, 1999, it will complete the installation of a new playing field, an all-weather track, bleachers, press box, lights, locker rooms and related facilities (the "Project"). At all times during the term of this Agreement, the Booster's failure to substantially complete capital repairs or improvements in accordance with the District approved specifications and construction schedules will constitute a material breach.

4. The parties agree that the District will install certain elements of the improvements constituting a part of the Project. The elements making up the improvements and the schedule of construction therefor shall be mutually agreed upon by the parties. With regard to the quality and specifications of the improvements to be installed by the District, the parties express their mutual intention that the improvements installed be of such a quality so that the District's cost of improvements will be approximately One Hundred Thousand Dollars (\$100,000). The parties acknowledge that they cannot foresee precisely the amount of the bids which will be submitted for said improvements and that the final cost thereof may be higher or lower than One Hundred Thousand Dollars (\$100,000). In the event that the bids shall exceed the sum of One Hundred Ten Thousand Dollars (\$110,000), the District may, at its election, reject all of the bids, and thereafter, the parties agree to mutually review and revise the specifications so that the bids more closely approximate the amount of One Hundred Thousand Dollars (\$100,000). In the event that the bids shall be less than the sum of Ninety Thousand Dollars (\$90,000), then the District agrees that, if

requested by the Booster, the District will reject all of the bids, and thereafter, the parties agree to mutually review and revise the specifications so that the bids more closely approximate the amount of One Hundred Thousand Dollars (\$100,000). Upon the completion of the installation of any improvement by the District during the term of this Agreement, said improvements shall be deemed to become a part of the Premises let unto the Booster in accordance with the terms of the first paragraph of this Agreement. Accordingly, said improvements shall thereafter and during the term of this Agreement be subject to the various provisions of this Agreement including but not necessarily limited to the Booster's obligation to maintain same.

5. The parties acknowledge that at the time of the execution of this Agreement there exists upon the Premises certain improvements including bleachers, locker rooms and a scoreboard. During the thirty (30) days following the execution of this Agreement, the District shall determine whether said existing improvements are of such value that they must be disposed of in accordance with the bidding requirements under the School Code. In the event that said bidding requirements do pertain, the District shall thereafter be afforded forty-five (45) additional days in order that said improvements subject to the bidding requirements can be disposed of in accordance with the School Code, with the understanding that all revenue derived therefrom shall belong to the District. All improvements not subject to bidding requirements, or in the event that none of the improvements are subject to bidding requirements, then all of the improvements, shall thereafter become the sole and exclusive property of the Booster to dispose of as the Booster shall see fit.

6. The Booster acknowledges that it has had full opportunity to inspect and examine the Premises and the improvements presently thereon, and the Booster accepts this lease with the Premises and improvements (if any) in an "AS IS"

condition with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

7. In all of its operations upon the Premises, the Booster agrees to undertake the same in accordance with the terms of Option "1" of the letter prepared by the law firm of Babst Calland which letter is dated December 19, 1997. The Booster's failure to comply with the provisions of this paragraph shall constitute a material breach.

8. During the term of this Agreement, the Booster does let unto the District the Premises together with all improvements made thereon by the Booster as well as all improvements passing to the Booster by virtue of Paragraphs 4 and 5 hereof (which Premises and improvements are hereinafter referred to as "War Memorial"). The lease described in the preceding sentence shall be exclusive (except that the Booster retains the right to utilize the Premises for the repair, improvement and maintenance purposes described in the first paragraph of this Agreement). Despite the provisions of the preceding sentence, the District agrees that during the term of this lease and subsequent thereto, the District will, when it does not conflict with its own schedule, continue to make War Memorial available to the YMCA and to other similar organizations for the benefit of the Warren County community in a manner similar to the practices engaged in by the District in the several years preceding the date of this Agreement. Toward that end, the District, during the term of this Agreement, is specifically authorized to assign or sublet War Memorial on such terms and conditions as the District shall see fit provided that the District complies with all applicable laws, rules and regulations.

9. During the term of this Agreement, the District agrees to pay to the Booster all of the gate receipts charged and collected at the War Memorial gate for all regular sporting activities funded by the District and played at War Memorial. The

SUPERINTENDENT WOOD PAGE 10

District also agrees to pay to the Booster all of the rentals which the District may charge any assignee or sub-lessee of the District for the use of War Memorial. However, the parties agree that the District shall have no obligation to impose rental fees to any of its assignees or sub-lessees in any amount and that the District shall have authority to charge its assignees or sub-lessees fees other than rental fees, including but not limited to administrative charges, which other fees shall not be payable to Booster. It is further the intention of the parties that in the absence of circumstances not contemplated at the making of this Agreement that in the assignment or subletting of War Memorial to the YMCA or similar organizations for use by the Warren County community, the District will impose no or only a nominal rental fee. The District's failure to make payment hereunder will constitute a material breach.

10. During the term of this Agreement, the Booster agrees that at its sole cost and expense it will undertake the repairs, maintenance and improvements necessary to maintain War Memorial in a condition suitable for use as a facility for the playing of District sports events including, at a minimum, the sports of football, soccer and track. Except when the failure to maintain War Memorial in accordance with the standards described in the preceding sentence is caused by a force majeure, the failure to maintain shall constitute a material breach.

11. The term "force majeure," as herein employed, shall mean an act of God, strike, walkout or other industrial disturbance, act of the public enemy, blockade, public riot, war, lightning, fire, storm, flood, explosion, governmental delay, restraint or inaction, unavailability of equipment or any other cause which is not within control of and not reasonably foreseeable by the parties.

If either party is rendered unable, wholly or in part, by force majeure, to carry its obligations under this Agreement, that party shall give to the other party

prompt written notice of force majeure with reasonably full particulars concerning its nature; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practical.

The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes, walkouts or other labor difficulties by the parties involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

12. During the term of this Agreement, the Booster shall pay all of the utilities, taxes and other similar fees and costs associated with the operation of War Memorial.

13. During the term of this Agreement, the parties regard each other as both having an insurable interest in War Memorial. Accordingly, each party shall, at its own expense, provide and maintain for the benefit of itself and for the purpose of fulfilling its obligations under this Agreement, liability insurance in the minimum amount of \$1 million with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania. During their respective operations upon War Memorial, each party, for itself, its guests, invitees, agents, employers, officers, contractors and directors, does assume all risk of accident and damage on account of that party's operation or activity. Further, the parties agree to hold harmless and indemnify the other party from and against all claims, suits and demands of every nature and description, including attorney's fees, which claims arise from or are on account of the negligent, reckless, wanton or willful behavior of one of the parties hereto, its agents, employees, directors, contractors or officers.

14. Upon the termination of this Agreement, all of the improvements placed upon the Premises then constituting a part of War Memorial shall be and become the sole and exclusive property of the District.

15. Booster agrees that it will utilize all of the gate receipts and rentals paid to it by the District pursuant to the terms of this Agreement solely for the purposes of paying the utilities for, maintaining, repairing and improving War Memorial. Upon the termination of this Agreement, any funds paid by the District to the Booster and not expended by the Booster in accordance with the dictates of the preceding sentence shall be repaid to the District, and all equipment and materials purchased with said funds shall be turned over to the District to become the sole and exclusive property of the District. The District shall place any such repaid funds into a segregated maintenance account which shall be used only by the District to maintain War Memorial subsequent to the termination of this Agreement.

16. In the conduct of their respective operations hereunder, the parties agree to comply with all applicable laws, rules and regulations. Additionally, the parties agree that during the term of this Agreement, the policies adopted by the Warren County School District Board of School Directors shall be applicable to War Memorial including but not necessarily limited to no smoking, no alcohol, and no drug policies.

17. The term of this Agreement shall commence upon the day and year first above written and shall continue for a period of twenty-one (21) years (the initial term). Thereafter, unless discontinued, this Agreement shall automatically renew for one-year intervals. Commencing 364 days prior to the end of the initial term and at any time thereafter, either party may discontinue this Agreement by giving written notice of discontinuance to the other party. The discontinuance may be without cause

or reason. Termination by said discontinuance shall be effective on the anniversary date of this Agreement which next occurs after the giving of notice of discontinuance.

18. The parties acknowledge that the material breach of this Agreement by either party cannot be measured in money damages, and the parties waive all remedies for material breach except as described in this paragraph. Upon the occurrence of a material breach, both parties waive the claim or defense that the party against whom the enforcement action has been taken has an adequate remedy at law and shall not urge in any such action or proceedings the claim or defense that such a remedy at law exists and instead, upon the occurrence of a material breach by the other party, the aggrieved party may, at its election, terminate this Agreement or sue for specific performance. The items previously identified in this Agreement as constituting a material breach are not necessarily an exclusive listing of the defaults which constitute a material breach. In order to initiate the steps leading to a termination, the party aggrieved by what it believes to be a material breach shall submit written notice to the other party, which notice specifically identifies the material breach. Upon receipt of that notice, the other party shall have thirty (30) days within which to correct the material breach. In the event that the other party rectifies the material breach, then this Agreement shall continue in full force and effect; in the event the other party does not correct the material breach, then on the 31st day after receipt of notice, this Agreement will automatically terminate. In the event that the parties dispute the existence of a material breach or in the event that a dispute exists as to whether a material breach was timely corrected, the parties agree to submit this matter to arbitration (unless the aggrieved party has elected to sue for specific performance). The issue(s) shall be arbitrated by a board of three (3) attorneys or physical engineers licensed to practice within the Commonwealth of Pennsylvania, with one (1) such engineer or attorney appointed by the District, with the second appointed by the Booster, and with the third appointed by the arbitrators selected by the Booster and District. The costs of

arbitration shall be allocated by the board of arbitrators and the arbitrators' determination shall be final without the right of appeal.

19. Should the Premises fall in disrepair due to lack of maintenance by the District following the termination of this Agreement, the Booster shall have the right at its sole cost and expense to undertake such steps as may be necessary to accomplish and ensure that said maintenance is undertaken. The District shall have no obligation to the Booster whatsoever because of this paragraph, except to make the Premises available to the Booster, at times to be mutually agreed upon, in order that the Booster may undertake said maintenance. In the event the Booster undertakes said maintenance, the provisions of Paragraphs 6, 7, 13 and 16 of this Agreement shall be incumbent upon the Booster.

20. The funding of the Project includes a matching fund grant from the Commonwealth of Pennsylvania Redevelopment Assistance Capital Project Program. Accordingly, the District agrees that it will not sell, transfer or convey the Project to a non-governmental entity other than the Booster for a consideration whose value exceeds the fair market value of the Project less the amount of the Commonwealth's contributions to the Project.

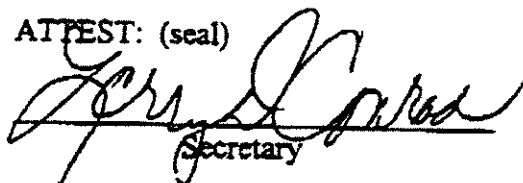
21. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

22. The parties agree to execute any documents and to take such further action as may be necessary to fulfill the intent of this Agreement.

23. This document represents the complete and full understanding of the parties.

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

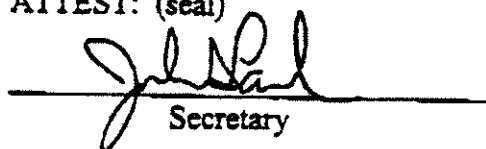
ATTEST: (seal)


Secretary


WARREN COUNTY SCHOOL
DISTRICT

By Martha M. Smith

ATTEST: (seal)


Secretary

WARREN SPORTS BOOSTER, INC.

By 

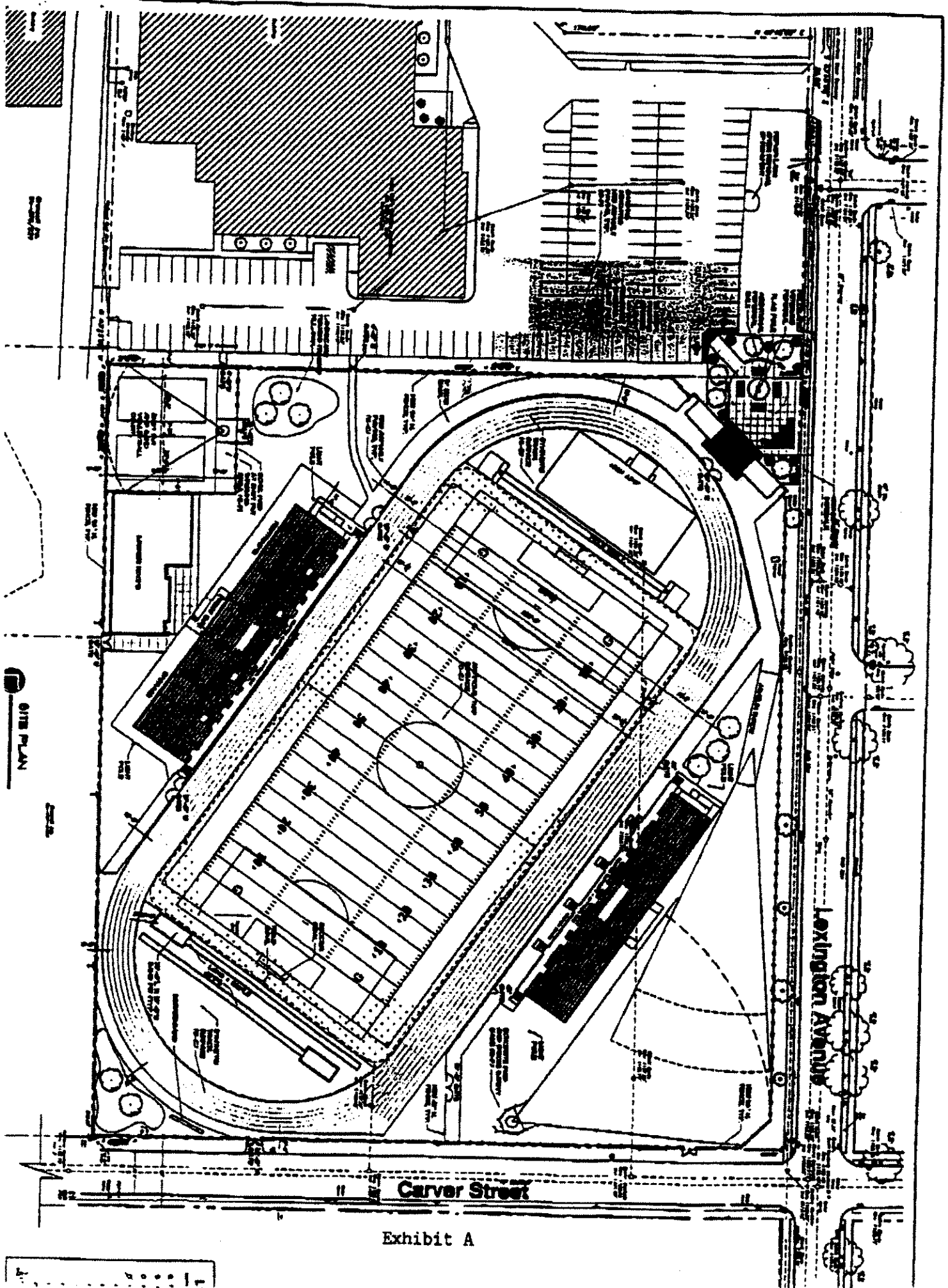


Exhibit A

Scope of Proposed Renovation:

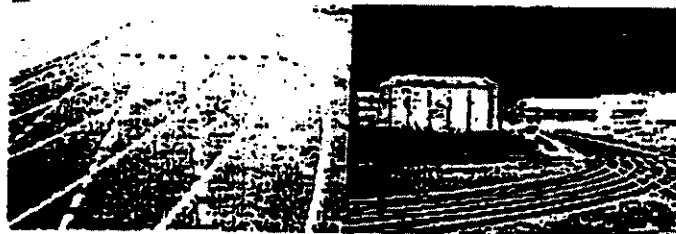
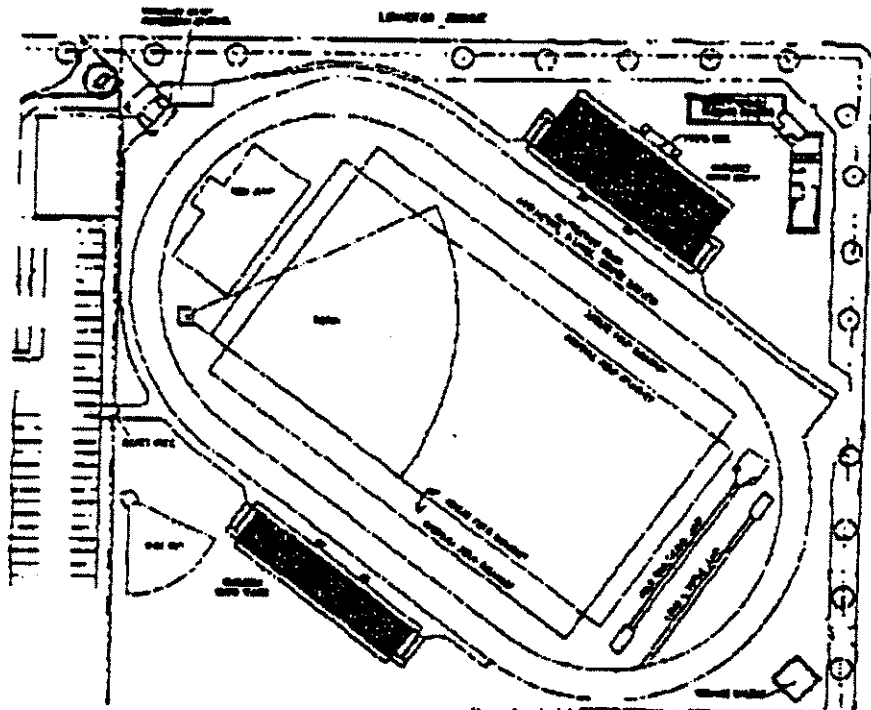
The Warren Sports Boosters, Inc. has developed a program for the renovation of this facility that is intended to fulfill two objectives:

First, to provide the student athletes and musicians of the Warren County School District with a facility to perform in that is functional, safe and attractive.

Second, to return this facility to a position of honor to the veterans from Warren County, which was one of the original forces behind its creation in 1946.

The scope of the renovations proposed by the Warren Sports Boosters include:

- **New football / soccer-playing surface:** The orientation of the playing surface will be modified to permit addition of a running track surrounding the playing field. This reorientation will also serve to place the field in the correct "north-south" alignment, which is preferred due to possible sun interference. The actual playing surface will also be replaced with either high-performance natural turf, or artificial turf. Proper drainage and irrigation systems will also be provided as a part of this program.
- **Track:** A regulation 1/4-mile running track, with a minimum of 6 running lanes, will be provided surrounding the playing surface. The track will be constructed with an "all-weather" surface. All high school jumping and field event venues will also be included within the facility. Jump approaches will be provided with the same surface materials as the running track.



- **Walkways:** All walkways will be paved to provide easy access throughout the facility for athletes and spectators.
- **Storage:** Adequate storage facilities will be provided so the required track and field, soccer, and football equipment can be safely stored at the facility. Storage will also be provided for maintenance equipment, which will be stored on site.

Public Usage of Facility

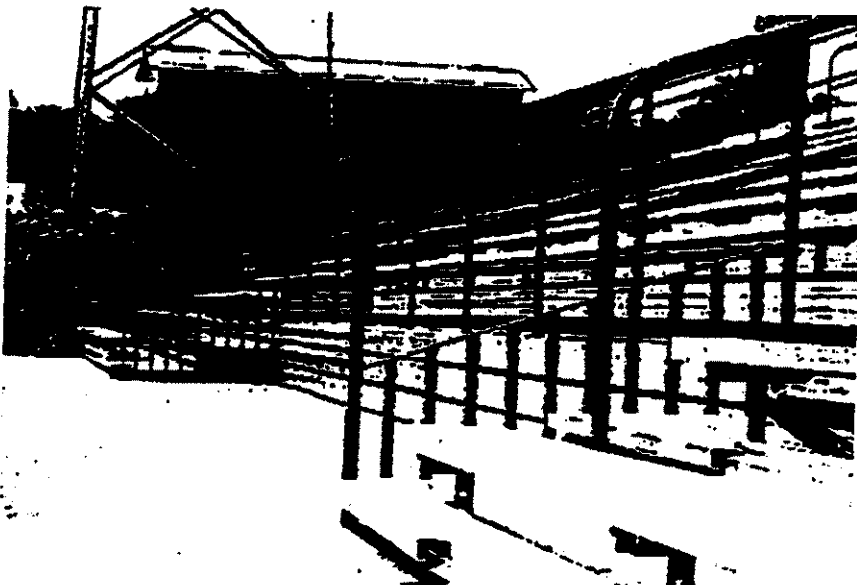
Pictured below is the newly expanded Warren County YMCA facility, which is located immediately adjacent to this facility. It is intended that the YMCA will utilize the track as a part of their fitness programs. A summer track club is also under consideration.



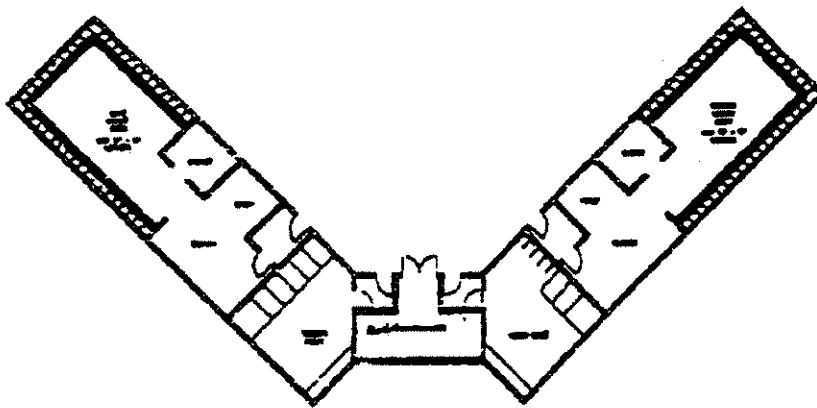
One block to the West of Memorial Field is a housing facility operated by the Warren County Housing Authority. The track will also be available to the elderly residents of this facility to provide a safe area for them to walk.

- **Playing surface lighting:** Lighting will be added to provide the opportunity to hold evening events at the facility. Lighting will be designed to provide no less than 40 ft-candles illumination across the entire playing surface and track. Additional lighting for safety and security of the public areas will also be provided.

- **Bleachers:** Bleacher assemblies for spectator use will be provided on both sides of the playing field. These bleachers will be designed to accommodate attendance by handicapped individuals. Press boxes for use by coaches and press representatives will be included in the bleacher design.



- **Locker Rooms:** Two locker room areas will be provided for use by home and visiting teams. These areas will include public restroom facilities, as well as medical evaluation and preparation areas for both teams. These facilities will be designed with consideration for handicapped accessibility needs.



FLOOR PLAN

PROPOSED LOCKER / RESTROOMS

- **Public restrooms:** As noted above, public restroom facilities will be provided, and will be designed in accordance with handicap and accessibility requirements.
- **Concession area:** A concession area will be provided to enable the on-site sale of food goods and other items.

This Indenture,

MADE THE 14th day of December in the year of our Lord one thousand nine hundred ninety-three (1993).

BETWEEN WARREN COUNTY SCHOOL DISTRICT, a political subdivision of the Commonwealth of Pennsylvania, GRANTOR,

and

WARREN COUNTY SCHOOL DISTRICT, a political subdivision of the Commonwealth of Pennsylvania, GRANTEE.

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee:

PARCEL I

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

BEGINNING at the intersection of the westerly line of South Carver Street with the southerly line of Lexington Avenue;
thence South 46° 45' West along the westerly line of South Carver Street 480 feet to a point;
thence parallel with Lexington Avenue North 43° 15' West 500 feet to a point;
thence North 46° 45' East 255 feet along lands previously conveyed by the City of Warren to the Young Men's Christian Association 255 feet to a point;
thence North 43° 15' West along lands of said Young Men's Christian Association 170 feet to a point;
thence North 1° 45' East along lands of said Young Men's Christian Association 77.79 feet to a point;
thence North 46° 45' West along lands of said Young Men's Christian Association 170 feet to a point on the southerly line of Lexington Avenue;
thence South 43° 15' East along the said southerly line of Lexington Avenue 725 feet to a point, the place of beginning.

EXCEPTING AND RESERVING from the above described Parcel I that certain piece or parcel of land situate in the City of Warren being bounded and described as follows:

COMMENCING AT A POINT on the southerly right-of-way line of Lexington Avenue, where the westerly right-of-way line of South Carver Street intersects the same;

thence running North 43° 15' 00" West along the southerly right-of-way line of Lexington Avenue, a distance of 540.00 feet to a set one-inch iron pipe, said point being the POINT OF BEGINNING;

thence South 46° 45' 00" West along a line which severs the within parcel from other lands of the Warren County School District, a distance of 225.00 feet to a set one-inch iron pipe;

thence continuing along lands belonging to the Young Men's Christian Association of Warren, by the following courses:

North 43° 15' 00" West, a distance of 130.00 feet to a point;

North 01° 45' 00" East, a distance of 77.79 feet to a point;

North 46° 45' 00" East, a distance of 170.00 feet to a point on the southerly right-of-way line of Lexington Avenue;

thence South 43° 15' 00" East along the southerly right-of-way line of Lexington Avenue, a distance of 185.01 feet to a set one-inch iron pipe, said point being the POINT OF BEGINNING;

CONTAINING 40,114 square feet or 0.92 acres;

BEING DEPICTED ON subdivision plat D111-021 as Parcel A, prepared on February 18, 1993, by James P. Hunter, Professional Land Surveyor.

SAID PARCEL I BEING a portion of the premises conveyed by the City of Warren by Deed dated February 23, 1990, to the Warren County School District and recorded in Warren County Record Book 289, Page 261.

PARCEL II

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

COMMENCING at a point on the southerly right-of-way line of Lexington Avenue, where the westerly right-of-way line of South Carver Street intersects the same;

thence running North 43° 15' 00" West along the southerly right-of-way line of Lexington Avenue, a distance of 540.00 feet to a set one-inch iron pipe;

thence South 46° 45' 00" West along a line, a distance of 225.00 feet to a set one-inch iron pipe, said point being the POINT OF BEGINNING;

thence continuing along lands to the East belonging to the Warren County School District, by the following courses:

South 43° 15' 00" East, a distance of 40.00 feet to a point;

South 46° 45' 00" West, a distance of 255.00 feet to a point;

thence North 43° 15' 00" West along the lands of Crossett, Inc., to the South a distance of 40.00 feet to a set one-inch iron pipe;

thence North 46° 45' 00" East along a line which severs the within parcel from other lands to the West belonging to the Young Men's Christian Association of Warren, Pennsylvania, a distance of 255.00 feet to a set one-inch iron pipe, said point being the POINT OF BEGINNING;

CONTAINING 10,200 square feet or 0.23 acres.

BEING DEPICTED ON subdivision plat D111-021 as Parcel B, prepared on February 18, 1993, by James P. Hunter, Professional Land Surveyor.

SAID PARCEL II BEING the premises conveyed by the Young Men's Christian Association to the Warren County School District by Deed of even date herewith to be recorded immediately prior to this Deed.

THE TWO PARCELS HEREIN DESCRIBED ARE TO HEREINAFTER BE CONSIDERED ANNEXED AND TREATED AS ONE SOLITARY PARCEL FOR TAX ASSESSMENT, PLANNING AND OTHER REGULATORY PURPOSES, AND THE PARTIES HERETO, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, AGREE THAT THE PREMISES HEREIN DESCRIBED WILL NOT BE SUBDIVIDED WITHOUT FURTHER REVIEW AND APPROVAL OF THE WARREN CITY PLANNING COMMISSION.

THE WITHIN CONVEYANCE IS EXEMPT FROM THE PAYMENT OF TRANSFER TAX inasmuch as the Grantor and Grantee are one and the same.

THIS CONVEYANCE IS UNDER AND SUBJECT TO all presently valid and existing rights-of-way, easements, restrictions, covenants, leases, servitudes, exceptions, reservations, interests, and rights of others, including rights for utility and transmission lines, that appear of record or that are apparent upon inspection of the above described premises.

THE GRANTOR has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been disposed of, and none is presently being disposed on or about the property described in this Deed.

ADDENDUM TO AGREEMENT OF LEASE AND RELEASE
DATED APRIL 27, 1998, BETWEEN
THE WARREN COUNTY SCHOOL DISTRICT AND
WARREN SPORTS BOOSTERS, INC.

THIS ADDENDUM is made this 15th day of June, 1998, by and between the WARREN COUNTY SCHOOL DISTRICT, with offices at 185 Hospital Drive, North Warren, Pennsylvania, sometimes hereinafter referred to as "DISTRICT",

AND

WARREN SPORTS BOOSTERS, INC., a Pennsylvania non-profit corporation, sometimes hereinafter referred to as "BOOSTER".

WHEREAS, the District and the Booster entered into an Agreement of Lease and Release dated the 27th day of April, 1998, and now wish to amend said Agreement of Lease and Release by adding the following new Section 24 to the Agreement of Lease and Release which shall read as follows:

24. The District at any time during the continuance of this Lease and Release shall be permitted to purchase the improvements from Booster upon payment to Booster of the sum of One Hundred Thousand (\$100,000.00) Dollars; however, nothing in this paragraph shall be construed as an obligation by the District to purchase the improvements, and the election to purchase shall be at the sole discretion of the District.

In all other respects, the Agreement of Lease and Release

and the provisions set forth therein are hereby ratified and confirmed.

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

ATTEST:

Deborah L. Vicini
Secretary

WARREN COUNTY SCHOOL DISTRICT

By

WARREN SPORTS BOOSTERS, INC.

By

ATTEST:

Donna Scaccia
V-PRES. Secretary

By