

school/Engagement letter

Stewart & Stapleford, LLC

Attorneys at Law

600 Market Street, Warren, Pennsylvania 16365

Arthur J. Stewart, Esquire
Andrea L. Stapleford, Esquire
Christopher M. Byham, Esquire

Telephone: (814) 723-3445
Facsimile: (814) 723-7950

September 5, 2007

Board of School Directors
Warren County School District
185 Hospital Drive
Warren, PA 16365-4885

Dear Board Members:

You have asked our firm to provide a letter of commitment for the 2007-2008 fiscal year for general legal services. We are pleased to do so.

My hourly rate will be \$95.00 per hour. Andrea's hourly rate will also be \$95.00 per hour. In accordance with previous discussions, due to Arthur's election to the School Board he is in the process of completely disassociating himself from the law firm and his name will be removed from the firm's name effective October 1, 2007. The new name of the law firm will be Stapleford and Byham, LLC.

You will be billed for disbursements and other charges relating to our professional services, such as filing fees, court reporter and expert witness fees, courier services, travel expenses, and business meals. Such charges may also include, but may not be limited to, overtime charges and computerized legal research. We generally do not bill you for photocopying, postage or long distance telephone charges. However, if your project requires unusually high numbers of copies, correspondence or calls, we will bill for the extraordinary portion.

It is our practice to render statements for professional services and related charges to the District on a bi-monthly basis. We look for payment to be made within 25 days without regard to the consummation of any proposed transaction or the outcome of any matter. In the event that the statements are not timely paid, we reserve the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services. A service fee of 1.5% per month will be added to overdue statements.

We will keep you informed as to the progress of your matter. Unless instructed otherwise, we will continue to send copies of significant papers to the Superintendent and Board

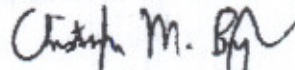
Page 2

September 5, 2007

resident. If you have any questions about our services or about the status of your matter, please feel free to contact us at any time.

We will regard this letter as our contract for services between our firm and the Warren County School District for the 2007-2008 fiscal year. If the foregoing terms are acceptable to you, please approve this agreement and acknowledge below.

Very truly yours,



Christopher M. Byham

CMB/sdn

ACCEPTED:

WARREN COUNTY SCHOOL DISTRICT

By: _____

Date: _____