

ARTHUR STEWART & ASSOCIATES, P.C.
ATTORNEYS AT LAW

JUN 17 2005

600 MARKET STREET
WARREN, PENNSYLVANIA 16365

(814) 723-3445

June 16, 2005

FAX (814) 723-7950

Board of School Directors
WARREN COUNTY SCHOOL DISTRICT
Curwen Building
185 Hospital Drive
North Warren, Pennsylvania 16365-4885

Dear Board Members:

You have asked our firm to provide a letter of commitment for the 2005/2006 fiscal year for general legal services. We are pleased to do so.

Our rates will remain the same as last year: Arthur and Marcia at \$100.00 per hour and Andrea at \$80.00 per hour.

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.

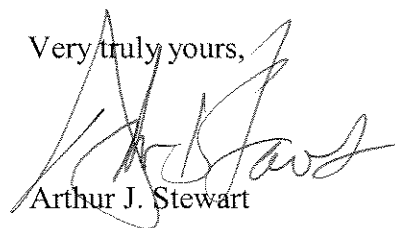
It is our practice to render statements for professional services and related charges on a monthly basis. We look for payment to be made within 25 days without regard to the consummation of any proposed transaction or the outcome of any matter. In the event that the statements are not timely paid, we 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 President. If you have any questions about our services or about the status of your matter, please feel free to contact us at any time.

Board of School Directors
WARREN COUNTY SCHOOL DISTRICT
June 2, 2003
Page Two

We will regard this letter as our contract for services between our firm and the Warren County School District for the 2005/2006 academic year. If the foregoing terms are acceptable to you, please approve this agreement and acknowledge below.

Very truly yours,



Arthur J. Stewart

AJS:nu
Enc.

ACCEPTED:

WARREN COUNTY SCHOOL DISTRICT

BY:

DATE: _____