

LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

BOARD WORKSHOP MEETING AGENDA

January 17, 2023

Meeting Called to Order

Opportunity for Public Comment Regarding Agenda Items

FOR BOARD WORKSHOP ACTION

BUSINESS AND FINANCE COMMITTEE

1. PRESENTATION AND RECOMMENDATION FOR APPROVAL OF LANCASTER COUNTY CAREER AND TECHNOLOGY CENTER 2023-2024 PROPOSED BUDGET

Dr. DelPriore will present the Lancaster County Career and Technology Center 2023-2024 proposed budget, as posted.

MISCELLANEOUS

2. PRESENTATION ON MARTIN MEYLIN MIDDLE SCHOOL INITIATIVES

Mrs. Kowitz will present information on Martin Meylin Middle School initiatives and progress toward comprehensive planning goals.

BUSINESS AND FINANCE COMMITTEE

3. RECOMMENDATION FOR ACCEPTANCE OF AGREEMENT FOR SALE AND ZONING APPROVAL CONTINGENCY ADDENDUM FOR STRASBURG ELEMENTARY

Recommend the approval of Agreement for Sale and Zoning Approval Contingency Addendum for Strasburg Elementary with Liberty Global Enterprises LLC at the full list price of \$1,300,000.00, as posted.

4. RECOMMENDATION FOR APPROVAL OF ON-TARGET HEALTH PROPOSAL

Recommend the approval of the On-Target Health proposal extending services from February 1, 2023, to March 31, 2023, at a cost of \$5,250 per month, as posted.

MISCELLANEOUS

5. RECOMMENDATION FOR APPROVAL OF SPONSORSHIP RENEWAL AGREEMENT

Recommend the approval of a renewal of a sponsorship agreement for parking lot signage with Howard Orthodontics, as posted.

6. DISCUSSION OF PSBA PRINCIPLES FOR GOVERNANCE AND LEADERSHIP

Dr. Peart will lead a discussion regarding PSBA Principles for Governance and Leadership, as posted. With the transition of new Board members and Board Committee assignments, the Board of School Directors will have an opportunity, if time permits, to share their background and experiences.

Opportunity for Public Comment

Adjournment

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER

PROPOSED GENERAL FUND BUDGET *2023-2024*



BROWNSTOWN CAMPUS • MOUNT JOY CAMPUS • WILLOW STREET CAMPUS • HEALTH SCIENCES CAMPUS

www.lancasterctc.edu

December 12, 2022

Dear LCCTC Member District Board Members and Superintendents,

We are pleased to present Lancaster County Career and Technology Center's 2023-2024 proposed budget. Our goal is to be a valuable partner to sending districts and the community to provide high quality career and technical education opportunities for all high school and post-secondary students. The proposed budget for the 2023-2024 school year was created after performing a comprehensive, zero-based budgeting needs assessment of our programs, student supports, and financial obligations. While there are some increases proposed, there were several areas that were decreased based on reduced need, netting in an overall 4.9% increase to district contributions (\$749,490 increase).

LCCTC prepared the proposed 2023-2024 General Fund Budget based on a student-focused approach. Highlights of the proposed budget are below.

- Continuously foster, promote, and evaluate high quality programs that maximize opportunities for students while minimizing the financial impact to those students
- Develop and grow postsecondary programming to benefit our students as well provide a positive revenue stream to the LCCTC
- Continue fully-funding textbooks, tools, and primary program certifications for all students
- Provide additional funding to instructional programs for the increased prices for consumable materials
- Utilize federal, state, and local grants to allow for the purchase of needed instructional equipment and personnel needs

The LCCTC completed campus renovations in 2015. Due to these previous bond issues and the recent bond refinancing (saving the both the CTC and all districts more than \$500,000), contributions will continue to be made for debt service. We personally thank all of the Board Members for your support in keeping our facilities updated. As you prepare to discuss and consider passing the proposed budget, let me provide several facts regarding the budget we are asking you to approve for the 2023-2024 school year:

- As reviewed by the Superintendents and JOC Finance Committee, this year's budget includes an increase in total district contributions of 4.9%. This follows the 2.1%, 1.9%, 2.4%, 2.5%, 2.2%, 2.3%, 1.94, 2.3, and 2.7% increases in Total District Contribution from 2015-16 through the 2022-23 school years, respectively.
- This budget reflects a PSERS rate of 36.12%, based on PSERS projected rates.
- LCCTC will continue to monitor workforce training needs and ensure that they coincide with our program inventory.
- Additional highlights and background information have been provided to you in this budget packet.

ADMINISTRATIVE OFFICES

1730 Hans Herr Drive, Willow Street, PA 17584 • office: 717.464.7050 • fax: 717.464.9518

As in our member districts, the development of a budget that provides quality programs at a cost that reflects the districts' ability to pay remains a major issue that will continue to challenge us. We feel the proposed operating budget reflects the requests that have been brought to us by Superintendents, JOC members, and LCCTC Administration. We hope you and your Board find the proposal acceptable and vote for its approval in the coming months.

If you have any questions or concerns about any part of the proposal, please feel free to contact either Dr. DelPriore or myself. In addition, if you would like us to attend any of your planning sessions or Board meetings to address any of your concerns, please let us know. We ask that each Director complete an individual Board Member Resolution Ballot, the Board Secretary complete an aggregated document totaling the yes and no votes, and return these documents to Dr. DelPriore in the CTC Business Office by the deadline of February 16, 2023. Pending voting results, the Joint Operating Committee will vote on its final approval during our regularly scheduled meeting on February 23, 2023.

We thank you in advance for your consideration of our proposal and wish you continued success as we serve the youth of Lancaster County.

Sincerely,



Dr. Stuart Savin
Administrative Director



Dr. Michael DelPriore
Chief Financial Officer & Business Manager

ADMINISTRATIVE OFFICES

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20-Year Comparison Data for LCCTC District Contributions

Year	District Contribution					Expended to Budget
	Budget	Increase		Received	Expended	
2004/05	9,219,922			9,219,922	9,146,980	99.2%
		6.5%				
2005/06	9,818,431			9,818,431	9,750,350	99.3%
		6.2%				
2006/07	10,432,069			10,432,069	10,395,225	99.6%
		4.0%				
2007/08	10,853,621			10,853,621	10,752,593	99.1%
		5.0%				
2008/09	11,393,045			11,393,045	11,102,714	97.5%
		4.7%				
2009/10	11,925,698			11,925,698	11,493,498	96.4%
		3.5%				
2010/11	12,339,116			12,339,116	11,853,933	96.1%
		0.5%				
2011/12	12,404,498			12,265,133	11,091,906	89.4%
		-0.5%				
2012/13	12,343,347			12,343,347	11,224,308	90.9%
		0.8%				
2013/14	12,445,338			12,445,338	11,350,463	91.2%
		2.1%				
2014/15	12,706,456			12,706,456	11,831,483	93.1%
		1.9%				
2015/16	12,953,977			12,953,977	12,517,308	96.6%
		2.4%				
2016/17	13,271,034			13,271,034	12,665,678	95.4%
		2.5%				
2017/18	13,609,138			13,609,138	13,159,138	96.7%
		2.2%				
2018/19	13,905,688			13,905,688	13,391,178	96.3%
		2.3%				
2019/20	14,221,688			14,221,688	13,776,714	96.9%
		2.3%				
2020/21	14,497,659			14,497,659	13,595,750	93.8%
		1.9%				
2021/22	14,830,281			14,830,281	14,830,281 *	100.0%
		2.3%				
2022/23	15,236,387		Current			
		2.7%				
2023/24	15,985,877		Proposed			
		4.9%				

* Preliminary year-end results

EXPLANATION OF THE MAJOR EXPENDITURE FUNCTIONS/OBJECTS

Lancaster County Career & Technology Center Budget

The format of the proposed budget is from the Manual of Accounting and Related Financial Procedures of Pennsylvania School Systems as prepared by Pennsylvania Department of Education.

The following statements will serve as a brief summary of the various functions performed to accomplish the objectives of the Lancaster County Career & Technology center.

1000 INSTRUCTION – Those activities dealing directly with the interaction between teachers and students.

1100 REGULAR PROGRAMS – Activities for those students in programs not identified in the 1300 function (Intro. To Health).

1300 VOCATIONAL EDUCATION – Approved programs which provide organized learning experiences designed to develop skills, knowledge, attitudes, and work habits in order to prepare individuals for entrance into and progress through various levels of employment in occupational fields.

1600 ADULT VOCATIONAL EDUCATION – Activities designed to meet immediate and long range educational objectives of adults and youth who have left or completed high school in preparation for entrance into the labor market or who desire to acquire new or updated skills.

2000 SUPPORT SERVICES – Those services which provide administrative, technical and logistical support to facilitate and enhance instruction.

2100 SUPPORT SERVICES - STUDENTS – Activities designed to assess and improve the well-being of students and to supplement the teaching process.

2200 SUPPORT SERVICES – INSTRUCTIONAL STAFF – Activities associated with assisting, supporting, advising and directing the instructional staff with or on the content and process of providing learning experiences for students, including technology support services.

2300 SUPPORT SERVICES - ADMINISTRATION – Activities concerned with establishing and administering policy in connection with operating the system.

2400 SUPPORT SERVICES - PUPIL HEALTH – Activities that provide students with appropriate nurse services

2500 SUPPORT SERVICES - BUSINESS – Activities concerned with paying, transporting, exchanging, and maintaining goods and services for the system.

2600 OPERATION AND MAINTENANCE – Activities concerned with keeping the physical plant open, comfortable, and safe for use and keeping the grounds, buildings and equipment in effective working condition and state of repair.

2700 STUDENT TRANSPORTATION SERVICES – Activities concerned with the conveyance of students to and from school.

2800 SUPPORT SERVICES – CENTRAL – Activities, other than general administration, which support each of the other instructional and supporting services program.

3000 OPERATION OF NON-INSTRUCTIONAL SERVICES – Extra-curricular.

3200 STUDENT ACTIVITIES – School sponsored activities under the guidance and supervision of the LEA staff. For LCCTC this is Skills USA, FFA, HOSA and National Technical Honor Society.

5000 OTHER EXPENDITURES AND FINANCING USES – Debt Service, Fund Transfers and Budgetary Reserve funds are included within this function.

The following statements will serve as a brief summary of the object code (service or goods) to be obtained as a result of the budgeted expenditures within each function.

100 Salaries – Gross salaries budgeted for employees of the system who are considered to be in positions of a permanent nature or hired temporarily, including substitutes.

200 Employee Benefits – Amounts paid by the system on behalf of employees. Included are vision, retirement, FICA, group insurance, workers' compensation, tuition reimbursement and unemployment compensation.

300 Purchased Professional and Technical Services – Services, which by their nature, require persons or firms with specialized skills and knowledge. Included are legal, auditing, and architectural services.

400 Purchased Property Services – Services purchased to operate, repair, and maintain property owned by the system. Included are disposal services, electricity (other than heating), water/sewage, and construction services for renovating and remodeling paid to contractors (not employees of the system).

500 Other Purchased Services – Services rendered by organizations or personnel and not applicable to 300 or 400 services. Included are transportation, fire and liability insurance, communications, advertising, and travel.

600 Supplies – Amounts paid for items of an expendable nature that are consumed, worn out, or deteriorated in use. Included are general supplies, electricity and natural gas used for heating purposes, gasoline, books and periodicals.

700 Property – Expenditures for fixed assets including initial equipment, additional equipment, and replacement of equipment.

800 Other Objects – Amounts paid for expenditures not otherwise classified in the 100 to 700 objects. Included are dues and fees.

900 Other Uses of Funds – Classifies transactions which are not properly recorded as expenditures but require budgetary and accounting control. Included are fund transfers and debt service payment.

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER

Funding Formula - Estimate (November 2022)

2023-24

District	2019-20 ADMs Info. Only	2020-21 ADMs Actual	2021-22 ADMs Actual	2022-23 ADMs Estimate*	%	2022-23 Fund Form %	As Comp or +/- 15.00%	+/- 15% (1)	District Share of -0.159%	2023-24 Share Estimate
Cocalico	135.449	139.888	140.748	107.769	6.076%	6.609%	6.076%		-0.010%	6.066%
Columbia	80.945	48.611	57.886	44.923	2.361%	2.965%	2.520%	-15%	0.000%	2.520%
CV	134.387	175.850	155.446	138.769	7.353%	7.414%	7.353%		-0.012%	7.341%
Donegal	112.224	81.944	111.062	119.461	4.830%	4.829%	4.830%		-0.008%	4.822%
Elanco	145.620	121.194	95.408	114.076	5.156%	5.756%	5.156%		-0.008%	5.148%
E-town	200.565	166.138	190.723	217.692	8.899%	8.835%	8.899%		-0.015%	8.885%
Ephrata	115.844	128.244	121.163	140.538	6.061%	5.807%	6.061%		-0.010%	6.051%
Hempfield	164.720	165.483	216.031	234.653	9.530%	8.658%	9.530%		-0.016%	9.515%
L-S	68.100	82.050	101.056	82.653	4.137%	3.987%	4.137%		-0.007%	4.130%
SD of Lanc	101.472	71.111	73.465	105.461	3.862%	3.899%	3.862%		-0.006%	3.856%
Man Cen	150.434	116.177	130.886	148.076	6.123%	6.299%	6.123%		-0.010%	6.113%
Man Twp	118.364	121.488	132.289	173.653	6.608%	5.908%	6.608%		-0.011%	6.597%
Penn Manor	229.472	227.555	249.679	266.807	11.549%	11.216%	11.549%		-0.019%	11.530%
Pequea Valley	71.403	51.011	55.050	55.307	2.508%	2.812%	2.508%		-0.004%	2.504%
Solanco	169.372	152.055	168.716	163.000	7.522%	7.774%	7.522%		-0.012%	7.510%
Warwick	136.077	171.255	146.886	157.923	7.425%	7.232%	7.425%		-0.012%	7.413%
	2,134.448	2,020.054	2,146.494	2,270.761	100.00%	100.00%	100.159%		-0.159%	100.000%

* ADMs based on ADM data from ClassMate SIS- October 3, 2022

ADM figures use PDE standards of full-day student = 2 and half-day student = 1

(1) Funding Formula change capped at +/- 15% for each district

10/11/22

Est-Nov 2022
Lancaster County Career & Technology Center
Direct Payment Schedule - Estimate
2023-24

District	Market Value (1)	Capital Expenses	ADM% (2) (Est.)	District Share of Operating Expenses	Total Expenses	Less Voc. Ed. Subs. (Est.) (3)	2023-24 Estimated Payment	2022-23 Actual Share Only (Info. Only)
		\$447,000.00		\$17,438,877.00	\$17,885,877.00		\$15,985,877.00	
Cocalico	4.521%	\$20,208.87	6.066%	\$1,057,859.72	\$1,078,068.59	\$94,398.86	\$983,669.73	998,082.33
Columbia	0.928%	\$4,148.16	2.520%	\$439,503.30	\$443,651.46	\$58,279.31	\$385,372.15	420,871.87
CV	8.045%	\$35,961.15	7.341%	\$1,280,187.96	\$1,316,149.11	\$99,164.17	\$1,216,984.94	1,154,183.50
Donegal	3.712%	\$16,592.64	4.822%	\$840,920.09	\$857,512.73	\$120,975.89	\$736,536.84	711,022.99
Elanco	6.849%	\$30,615.03	5.148%	\$897,683.63	\$928,298.66	\$81,438.21	\$846,860.45	917,127.32
Etown	5.053%	\$22,586.91	8.885%	\$1,549,357.03	\$1,571,943.94	\$205,347.11	\$1,366,596.83	1,311,744.95
Ephrata	5.794%	\$25,899.18	6.051%	\$1,055,243.89	\$1,081,143.07	\$125,489.36	\$955,653.71	877,925.98
Hempfield	11.398%	\$50,949.06	9.515%	\$1,659,221.95	\$1,710,171.01	\$191,728.61	\$1,518,442.40	1,314,461.77
L-S	4.932%	\$22,046.04	4.130%	\$720,277.94	\$742,323.98	\$59,180.20	\$683,143.78	605,339.16
Lancaster	8.631%	\$38,580.57	3.856%	\$672,390.78	\$710,971.35	\$138,709.60	\$572,261.75	586,784.59
Manheim Central	5.701%	\$25,483.47	6.113%	\$1,066,038.55	\$1,091,522.02	\$105,835.81	\$985,686.21	978,599.53
Manheim Township	10.172%	\$45,468.84	6.597%	\$1,150,477.59	\$1,195,946.43	\$115,809.63	\$1,080,136.80	932,426.54
Penn Manor	7.242%	\$32,362.80	11.530%	\$2,010,728.67	\$2,043,091.47	\$234,974.20	\$1,808,117.27	1,670,170.41
Pequea Valley	4.221%	\$18,867.87	2.504%	\$436,652.04	\$455,519.91	\$39,537.91	\$415,982.00	445,106.35
Solanco	5.981%	\$26,735.07	7.510%	\$1,309,607.35	\$1,336,342.42	\$116,112.64	\$1,220,229.78	1,191,538.15
Warwick	6.822%	\$30,494.34	7.413%	\$1,292,726.51	\$1,323,220.85	\$113,018.49	\$1,210,202.36	1,121,001.57
	100.00%	\$447,000.00	100.000%	\$17,438,877.00	\$17,885,877.00	\$1,900,000.00	\$15,985,877.00	\$15,236,387.00
								4.92%

(1) 2021 STEB Certification

(2) See Funding Formula - Estimate

(3) based on Estimated Subsidy and PDE's 2021/22 Estimated SCTES data

10/14/22

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER

Bond Repayment - Estimate

2023-24

SCHOOL DISTRICT	MARKET VALUE (1)		AUGUST PAYMENT			FEBRUARY PAYMENT			TOTAL FOR FISCAL YEAR		
	Dollars	Share	Interest	Principal	Diff.	Interest	Principal	Total	Interest	Principal	Total
			220,957.50	0.00	220,957.50	220,957.50	920,000.00	1,140,957.50	441,915.00	920,000.00	1,361,915.00
Cocalico	1,885,993,840	4.521%	9,988.83	0.00	9,988.83	9,988.83	41,590.44	51,579.27	19,977.66	41,590.44	61,568.10
Columbia	387,239,815	0.928%	2,050.93	0.00	2,050.93	2,050.93	8,539.44	10,590.37	4,101.86	8,539.44	12,641.30
CV	3,356,241,036	8.045%	17,775.81	0.00	17,775.81	17,775.81	74,013.08	91,788.89	35,551.62	74,013.08	109,564.70
Donegal	1,548,480,868	3.712%	8,201.28	0.00	8,201.28	8,201.28	34,147.64	42,348.92	16,402.56	34,147.64	50,550.20
Elanco	2,857,165,786	6.849%	15,132.50	0.00	15,132.50	15,132.50	63,007.12	78,139.62	30,265.00	63,007.12	93,272.12
E-Town	2,108,132,255	5.053%	11,165.42	0.00	11,165.42	11,165.42	46,489.44	57,654.86	22,330.84	46,489.44	68,820.28
Ephrata	2,417,021,179	5.794%	12,801.39	0.00	12,801.39	12,801.39	53,301.12	66,102.51	25,602.78	53,301.12	78,903.90
Hempfield	4,755,250,309	11.398%	25,185.40	0.00	25,185.40	25,185.40	104,864.36	130,049.76	50,370.80	104,864.36	155,235.16
L-S	2,057,439,106	4.932%	10,896.96	0.00	10,896.96	10,896.96	45,371.64	56,268.60	21,793.92	45,371.64	67,165.56
Lancaster	3,600,610,877	8.631%	19,069.96	0.00	19,069.96	19,069.96	79,401.52	98,471.48	38,139.92	79,401.52	117,541.44
MC	2,378,387,991	5.701%	12,596.79	0.00	12,596.79	12,596.79	52,449.20	65,045.99	25,193.58	52,449.20	77,642.78
MT	4,243,735,001	10.172%	22,476.24	0.00	22,476.24	22,476.24	93,584.24	116,060.48	44,952.48	93,584.24	138,536.72
PM	3,021,120,474	7.242%	16,000.84	0.00	16,000.84	16,000.84	66,622.72	82,623.56	32,001.68	66,622.72	98,624.40
PV	1,760,897,284	4.221%	9,326.40	0.00	9,326.40	9,326.40	38,832.28	48,158.68	18,652.80	38,832.28	57,485.08
Solanco	2,495,120,770	5.981%	13,215.03	0.00	13,215.03	13,215.03	55,023.36	68,238.39	26,430.06	55,023.36	81,453.42
Warwick	2,846,048,602	6.822%	15,073.72	0.00	15,073.72	15,073.72	62,762.40	77,836.12	30,147.44	62,762.40	92,909.84
	41,718,885,193	100.00%	220,957.50	0.00	220,957.50	220,957.50	920,000.00	1,140,957.50	441,915.00	920,000.00	1,361,915.00
									441,915.00	920,000.00	1,361,915.00

(1) - 2021 STEB Certification

12/09/22

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER												
Plan Con and Bond Savings - Estimate												
2023-24												
								Notice of Intent to Split 75/25				
LCCTC Debt MV Aid Ratio (2)	School District	Market Value (1)			Total 20/21 Gross Debt Share \$ 1,348,693 A	Estimated State Reimb. (2) B	Net SD Share of LCCTC Debt (3) C = A - B		District Share to Keep 1.33M \$ 18,693 D	25% District Share of Savings \$ 617,853 E	75% LCCTC Share SD Pay to LCCTC (4) F	Net Total District Pay't to LCCTC G = C + F
		Dollars	Share									
0.5000	Cocalico	1,885,993,840	4.521%		60,970	27,589	33,381		845	6,983	20,948	54,330
0.7430	Columbia	387,239,815	0.928%		12,519	8,418	4,101		174	1,434	4,301	8,402
0.5000	CV	3,356,241,036	8.045%		108,501	49,097	59,404		1,504	12,426	37,279	96,684
0.5418	Donegal	1,548,480,868	3.712%		50,059	24,546	25,514		694	5,733	17,200	42,713
0.5000	Elanco	2,857,165,786	6.849%		92,367	41,796	50,571		1,280	10,579	31,736	82,306
0.5084	E-Town	2,108,132,255	5.053%		68,152	31,357	36,795		945	7,805	23,416	60,211
0.5000	Ephrata	2,417,021,179	5.794%		78,138	35,357	42,780		1,083	8,949	26,847	69,627
0.5000	Hempfield	4,755,250,309	11.398%		153,728	69,562	84,166		2,131	17,606	52,819	136,985
0.5000	L-S	2,057,439,106	4.932%		66,513	30,097	36,416		922	7,618	22,853	59,269
0.6934	Lancaster	3,600,610,877	8.631%		116,400	73,044	43,356		1,613	13,331	39,993	83,349
0.5000	MC	2,378,387,991	5.701%		76,889	34,792	42,097		1,066	8,806	26,418	68,515
0.5000	MT	4,243,735,001	10.172%		137,192	62,079	75,112		1,901	15,712	47,137	122,249
0.5082	PM	3,021,120,474	7.242%		97,668	44,920	52,748		1,354	11,186	33,557	86,305
0.5000	PV	1,760,897,284	4.221%		56,927	25,759	31,168		789	6,520	19,559	50,727
0.5000	Solanco	2,495,120,770	5.981%		80,663	36,500	44,163		1,118	9,238	27,714	71,877
0.5000	Warwick	2,846,048,602	6.822%		92,008	41,634	50,374		1,275	10,537	31,612	81,987
		41,718,885,193	100.00%		1,348,694	636,547	712,147		18,693	154,463	463,390	1,175,537
					Districts Pay LCCTC by 8/1/23 & 2/1/24	Districts Receive from PDE ~ 12/23 and 4/24					Districts Pay LCCTC Inv 3/2024 Due 5/2024	

(1) - 2021 STEB Certification

(2) - Estimated weighted average Project Reimbursement of 90.5% on the 2012/2017/2014 LCCTC Bonds (2012 - 95.72%, 2017 - 99.39%, 2014 - 57.71%). 50% minimum aid ratio used for Districts with lower aid ratios; actual aid ratios used for districts with ratios greater than 50%. Pulled from 2022-23 Aid Ratios.

(3) - Net local effort debt service for LCCTC Bonds (2017/2020 issues)

(4) - Represents approximately 75% of the difference between the \$1,330,000 original net debt service (1995 LCCTC Bonds) and the estimated net debt service for the 2017/2020 Bonds.

(2) - Estimated weighted average Project Reimbursement of 90.5% on the 2012/2017/2014 LCCTC Bonds (2012 - 95.72%, 2017 - 99.39%, 2014 - 57.71%). 50% minimum aid ratio used for Districts with lower aid ratios; actual aid ratios used for districts with ratios greater than 50%. Pulled from 2022-23 Aid Ratios.

(4) - Represents approximately 75% of the difference between the \$1,330,000 original net debt service (1995 LCCTC Bonds) and the estimated net debt service for the 2017/2020 Bonds.

REVENUE AND OTHER FINANCING SOURCES				
CODE	CATEGORY	2022-2023	2023-2024 Proposed	
6000	REVENUE FROM LOCAL SOURCES			
6510	Earnings on Investments	\$ 70,000.00	\$ 70,000.00	
6800	Revenue from Intermediary Sources (Indirect Costs)	\$ 5,000.00	\$ 5,000.00	
6900	Other Revenue From Local Sources			
	6910 Rentals	\$ 65,000.00	\$ 85,000.00	
	6940 Tuition from Patrons	\$ 167,000.00	\$ 245,000.00	
	State and Local Grants	\$ 360,000.00	\$ 300,000.00	
	6946 Receipts from Member Districts - Bond Payments	\$ 1,367,640.00	\$ 1,361,915.00	
	6946 Receipts from Member Districts - General Fund Payments	\$ 15,236,387.00	\$ 15,985,877.00	
	6946 Receipts from Member Districts - Plan Con Subsidy Payments	\$ 453,000.00	\$ 453,000.00	
	Tuition (Bill for Service- MHL)	\$ 95,791.00	\$ 126,137.00	
	6990 Miscellaneous Revenue	\$ 70,000.00	\$ 50,000.00	
	Fund Transfer- Unrestricted Fund	\$ -	\$ 50,000.00	
	TOTAL REVENUE FROM LOCAL SOURCES	\$ 17,889,818.00	\$ 18,731,929.00	
7000	REVENUE FROM STATE SOURCES			
7200	Revenue for Specific Educational Programs			
	7220 Vocational Educational (Adult)	\$ -	\$ -	
	7220 Vocational Educational (Secondary)	\$ 1,800,000.00	\$ 1,900,000.00	
7810	State Share of Social Security and Medicare Taxes	\$ 312,320.00	\$ 337,822.00	
7820	State Share of Retirement Contributions	\$ 1,482,803.00	\$ 1,585,053.00	
	TOTAL REVENUE FROM STATE SOURCES	\$ 3,595,123.00	\$ 3,822,875.00	
8000	REVENUE FROM FEDERAL SOURCES			
8500	Restricted Grants-In-Aid from the Fed Gov't through the Commonwealth of PA			
	8521 Vocational Education (Perkins Grant)	\$ 1,190,697.00	\$ 949,986.00	
	TOTAL REVENUE FROM FEDERAL SOURCES	\$ 1,190,697.00	\$ 949,986.00	
9000	OTHER FINANCING SOURCES			
9400	Sale of or Compensation for Loss of Fixed Assets	\$ 20,000.00	\$ 25,000.00	
	TOTAL OTHER FINANCING SOURCES	\$ 20,000.00	\$ 25,000.00	
TOTAL BUDGETED REVENUE AND OTHER FINANCING SOURCES		\$ 22,695,638.00	\$ 23,529,790.00	

EXPENDITURES AND OTHER OUTLAYS - DETAILED				
	Description		2022-23	2023-24
Function	Object		Budget	Proposed Budget
11/1300	Vocational Ed		\$ 9,957,590	\$ 9,875,708
	100 Salaries		\$ 4,700,141	\$ 4,705,701
	200 Employee Benefits		\$ 3,305,032	\$ 3,404,969
	300 Purchased Professional Services		\$ 190,347	\$ 200,347
	400 Purchased Property Services		\$ 135,000	\$ 183,000
	500 Other Purchased Services		\$ 98,000	\$ 111,500
	600 Supplies		\$ 549,500	\$ 707,256
	700 Equipment		\$ 969,570	\$ 552,935
	800 Other		\$ 10,000	\$ 10,000
2100	Guidance Services		\$ 1,422,120	\$ 1,429,134
	100 Salaries		\$ 785,615	\$ 731,549
	200 Employee Benefits		\$ 567,442	\$ 562,985
	300 Purchased Professional Services		\$ 10,000	\$ 58,000
	400 Purchased Property Services		\$ 2,000	\$ 2,000
	500 Other Purchased Services		\$ 7,950	\$ 8,350
	600 Supplies		\$ 46,863	\$ 64,000
	700 Equipment		\$ 500	\$ 500
	800 Other		\$ 1,750	\$ 1,750
2200	Support Services- Instructional		\$ 886,038	\$ 984,507
	100 Salaries		\$ 418,716	\$ 437,897
	200 Employee Benefits		\$ 376,572	\$ 429,610
	300 Purchased Professional Services		\$ 37,500	\$ 62,500
	400 Purchased Property Services		\$ -	\$ -
	500 Other Purchased Services		\$ 3,750	\$ 3,750
	600 Supplies		\$ 39,000	\$ 40,250
	700 Equipment		\$ 500	\$ 500
	800 Other		\$ 10,000	\$ 10,000
2300	Administration		\$ 2,299,259	\$ 2,592,871
	100 Salaries		\$ 1,118,579	\$ 1,224,663
	200 Employee Benefits		\$ 758,676	\$ 901,633
	300 Purchased Professional Services		\$ 188,554	\$ 233,475
	400 Purchased Property Services		\$ 20,100	\$ 22,700
	500 Other Purchased Services		\$ 120,850	\$ 113,400
	600 Supplies		\$ 76,000	\$ 79,000
	700 Equipment		\$ 5,500	\$ 5,500

	Description		2022-23	2023-24	
Function	Object		Budget	Proposed Budget	
	800 Other		\$ 11,000	\$ 12,500	
2400	Pupil Health		\$ 222,606	\$ 247,240	
	100 Salaries		\$ 105,009	\$ 130,768	
	200 Employee Benefits		\$ 101,347	\$ 100,722	
	300 Purchased Professional Services		\$ 10,000	\$ 10,000	
	400 Purchased Property Services		\$ 500	\$ 500	
	500 Other Purchased Services		\$ 750	\$ 750	
	600 Supplies		\$ 4,000	\$ 4,000	
	700 Equipment		\$ 500	\$ -	
	800 Other		\$ 500	\$ 500	
2500	Business Affairs		\$ 600,764	\$ 681,799	
	100 Salaries		\$ 295,662	\$ 343,792	
	200 Employee Benefits		\$ 232,052	\$ 264,207	
	300 Purchased Professional Services		\$ 6,250	\$ 2,500	
	400 Purchased Property Services		\$ 7,000	\$ 7,000	
	500 Other Purchased Services		\$ 19,800	\$ 22,800	
	600 Supplies		\$ 25,500	\$ 26,500	
	700 Equipment		\$ 1,000	\$ -	
	800 Other		\$ 13,500	\$ 15,000	
2600	Operations/Maintenance		\$ 2,923,166	\$ 3,161,279	
	100 Salaries		\$ 721,994	\$ 785,908	
	200 Employee Benefits		\$ 627,872	\$ 633,621	
	300 Purchased Professional Services		\$ 74,500	\$ 74,500	
	400 Purchased Property Services		\$ 521,000	\$ 457,500	
	500 Other Purchased Services		\$ 205,000	\$ 225,000	
	600 Supplies		\$ 718,800	\$ 929,750	
	700 Equipment		\$ 50,000	\$ 50,000	
	800 Other		\$ 4,000	\$ 5,000	
2700	Transportation		\$ 1,292,961	\$ 1,338,215	
	100 Salaries		\$ -	\$ -	
	200 Employee Benefits		\$ -	\$ -	
	300 Purchased Professional Services		\$ -	\$ -	
	400 Purchased Property Services		\$ -	\$ -	
	500 Other Purchased Services		\$ 1,292,961	\$ 1,338,215	
	600 Supplies		\$ -	\$ -	
	700 Equipment		\$ -	\$ -	
	800 Other		\$ -	\$ -	

	Description		2022-23	2023-24	
Function	Object		Budget	Proposed Budget	
2800	Support Services- Central		\$ 1,152,962	\$ 1,279,317	
	100 Salaries		\$ 404,174	\$ 420,481	
	200 Employee Benefits		\$ 304,038	\$ 349,086	
	300 Purchased Professional Services		\$ 38,250	\$ 46,750	
	400 Purchased Property Services		\$ 25,000	\$ 75,000	
	500 Other Purchased Services		\$ 31,500	\$ 50,000	
	600 Supplies		\$ 106,250	\$ 119,250	
	700 Equipment		\$ 240,500	\$ 215,500	
	800 Other		\$ 3,250	\$ 3,250	
3200	Student Activities		\$ 67,532	\$ 74,805	
	100 Salaries		\$ 19,500	\$ 20,300	
	200 Employee Benefits		\$ 8,782	\$ 9,005	
	300 Purchased Professional Services		\$ 10,750	\$ 12,250	
	400 Purchased Property Services		\$ -	\$ -	
	500 Other Purchased Services		\$ 25,000	\$ 25,000	
	600 Supplies		\$ 3,500	\$ 3,500	
	700 Equipment		\$ -	\$ -	
	800 Other		\$ -	\$ 4,750	
5100	Bond Payments		\$ 1,367,640	\$ 1,361,915	
	800 Interest		\$ 462,640	\$ 441,915	
	900 Principal		\$ 905,000	\$ 920,000	
5200	Plan Con Subsidy transfer to Capital Reserve		\$ 453,000	\$ 453,000	
	900 Fund Transfers		\$ 453,000	\$ 453,000	
5800	Unrestricted Secondary Fund/Budgetary Reserve		\$ 50,000	\$ 50,000	
	800 Other		\$ 50,000	\$ 50,000	
Grand Total			\$22,695,638	\$ 23,529,790	



AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

BUYER(S): Liberty Global Enterprises LLC

SELLER(S): Lampeter Strasburg School District

PROPERTY

PROPERTY ADDRESS 114 W Franklin St., Strasburg PA

ZIP 17579

in the municipality of Strasburg Boro

County of LANCASTER, in the Commonwealth of Pennsylvania.

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

Tax ID #(s): 570-75416-0-0000

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Buyer is not represented by a broker)

Broker (Company) Kingsway Realty

Company Address 830 Martin Ave, Ephrata, PA 17522

Company Phone (717)733-4777

Company Fax _____

Broker is (check only one):

☒ Buyer Agent (Broker represents Buyer only)

☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Phillip Stumpf

Direct Phone(s) _____

Cell Phone(s) (717)640-4160

Fax _____

Email phillips@kingswayrealty.com

Licensee(s) is (check only one):

☐ Buyer Agent (all company licensees represent Buyer)

☒ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Seller is not represented by a broker)

Broker (Company) High Associates Ltd.

Company Address 1853 William Penn WAY, Lancaster, PA 17601

Company Phone (717)293-4477

Company Fax _____

Broker is (check only one):

☒ Seller Agent (Broker represents Seller only)

☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Breanna Baughman Robinson

F. Jeffrey Kurtz

Direct Phone(s) (717)209-4089

Cell Phone(s) _____

Fax _____

Email brobinson@high.net

Licensee(s) is (check only one):

☐ Seller Agent (all company licensees represent Seller)

☒ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: BSL

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Seller Initials: _____

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rev. 4/22; rel. 7/22

1. By this Agreement, dated December 30, 2022, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price \$ 1,300,000.00

(One Million, Three Hundred Thousand

U.S. Dollars), to be paid by Buyer as follows:

- | | |
|---|---------------------|
| 1. Initial Deposit, within <u>7</u> days (5 if not specified) of Execution Date, if not included with this Agreement: | \$ <u>50,000.00</u> |
| 2. Additional Deposit within _____ days of the Execution Date: | \$ _____ |
| 3. _____ | \$ _____ |

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SETTLEMENT AND POSSESSION (6-13)

(A) Settlement Date is May 19, 2023, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

4. DATES/TIME IS OF THE ESSENCE (3-15)

(A) Written acceptance of all parties will be on or before: January 18, 2023

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

5. FIXTURES AND PERSONAL PROPERTY (6-20)

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

Buyer Initials: BSL

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Seller Initials: _____

(B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____

(D) EXCLUDED fixtures and items: _____

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: R1 and Recreation

7. BUYER FINANCING (7-22)

(A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:

1. **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.**
2. Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise **Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.**
3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal officials, appraisers, and inspectors.

(B) Financing Contingency

- ☐ WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency. **Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain financing for the Property.**
- ☒ ELECTED. This sale is contingent upon Buyer obtaining financing according to the outlined below. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than _____ (Commitment Date).

First Loan on the Property	Second Loan on the Property
Loan Amount \$ <u>1,040,000.00</u>	Loan Amount \$ <u>2,160,000.00</u>
Minimum Term <u>25</u> years	Minimum Term <u>25</u> years
Type of Loan <u>Commercial</u>	Type of Loan <u>Commercial</u>
Interest rate <u>4.500</u> %; however, Buyer agrees to accept the interest rate as may be committed by the lender , not to exceed a maximum interest rate of <u>6.000</u> %.	Interest rate <u>4.500</u> %; however, Buyer agrees to accept the interest rate as may be committed by the lender , not to exceed a maximum interest rate of <u>6.000</u> %.

1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24.
2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

9. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water ☐ None _____

(B) Status of Sewer

1. Seller represents that the Property is served by:

- ☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
- ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

Buyer Initials: BSL

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Seller Initials: _____

2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

- (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
- (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

- (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

- (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

- (H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(I) **Internet of Things (IoT) Devices**

- The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
- On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
- Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
- This paragraph will survive settlement.

190 Buyer Initials: BSL

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Seller Initials: _____

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

11. BUYER'S DUE DILIGENCE (3-15)

☐ **WAIVED.** This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property **IN ITS PRESENT CONDITION**, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this Agreement.

☒ **ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, within 90 days (30 if not specified) from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

(A) **Buyer has been given the opportunity to inspect the Property** (including fixtures and any personal property specifically listed herein) **and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CONDITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.** Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(B) Any repairs required by this Agreement will be completed in a workmanlike manner.

(C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within _____ days (10 if not specified) that Buyer will:

a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(B) (2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

(C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by

written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

13. TAX DEFERRED EXCHANGE (4-14)

- (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction
- (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

14. COMMERCIAL CONDOMINIUM (10-01)

- ☒ NOT APPLICABLE.
- ☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

15. TITLES, SURVEYS AND COSTS (6-20)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer
- (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.**

(G) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

Buyer Initials: BSk

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Seller Initials: _____

(H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

(I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.**

2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

16. MAINTENANCE AND RISK OF LOSS (10-06)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

18. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

☐ Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

☒ Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:

☐ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.

☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.

☐ Other: _____

22. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

Buyer Initials: BSk

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Seller Initials: _____

23. BROKER INDEMNIFICATION (6-13)

(A) Buyer and Seller represent that the only Brokers involved in this transaction are: High Associates Ltd. and Kingsway Realty

and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnishes false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fails to fulfill and perform any other terms or conditions of this Agreement.

(F) **Unless otherwise checked in Paragraph 24(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES**

(H) If Seller receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

25. ARBITRATION OF DISPUTES (1-00)

Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

Buyer Initials: BSL

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Seller Initials: _____

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (1-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing. **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties. **WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

30. SPECIAL CLAUSES (4-14)**(A) The following are part of this Agreement if checked:**

- ☐ Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
☒ Zoning Approval Contingency Addendum to Agreement of Sale (PAR Form ZA)

(B) Additional Terms:


1. As a condition to sellers obligation to sell, Seller must first secure final approval to do so, as contemplated and required by the Pennsylvania School Code (24 P.S. & 7-707) and the PA Municipalities Planning Code, as applicable and accessory. Should Seller prove unable to secure said approval(s), for any reason whatsoever, this Agreement shall be deemed null and void, with all deposit monies being refunded to Purchaser.

2. Buyer's \$50,000 earnest money deposit shall become nonrefundable and shall be released to Seller if Buyer does not terminate this agreement on or before April 28, 2023, unless the Seller defaults or does not get approval to sell the property.


Buyer Initials: BSL

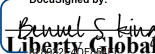
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Seller Initials: _____

506  Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
507 Code §35.336.

508  Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

509  Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
510 before signing this Agreement.

511 **BUYER**  **DATE** 1/9/2023
Liberty Global Enterprises LLC

512 Mailing Address _____

513 Phone(s) _____ Fax _____ Email **bking@quarryview.net**

514 **BUYER** _____ **DATE** _____

515 Mailing Address _____

516 Phone(s) _____ Fax _____ Email _____

517 **BUYER** _____ **DATE** _____

518 Mailing Address _____

519 Phone(s) _____ Fax _____ Email _____

520 **AUTHORIZED REPRESENTATIVE** _____

521 Title _____

522 **COMPANY** _____

523 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

524 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

525 **VOLUNTARY TRANSFER OF CORPORATE ASSETS** (if applicable): The undersigned acknowledges that he/she is authorized
526 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
527 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
528 shareholders pursuant to 15 P.S. §1311.

529 **SELLER** _____ **DATE** _____

Lampeter Strasburg School District

530 Mailing Address _____

531 Phone(s) _____ Fax _____ Email _____

532 **SELLER** _____ **DATE** _____

533 Mailing Address _____

534 Phone(s) _____ Fax _____ Email _____

535 **SELLER** _____ **DATE** _____

536 Mailing Address _____

537 Phone(s) _____ Fax _____ Email _____

538 **AUTHORIZED REPRESENTATIVE** _____

539 Title _____

540 **COMPANY** _____

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE**ZA**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 114 W FRANKLIN ST, STRASBURG, PA 175792 **SELLER** Lampeter Strasburg School District3 **BUYER** Liberty Global Enterprises LLC4 **DATE OF AGREEMENT** December 30, 20225 ☒ **VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY**6 1. **Contingency Period:** 90 days (15 days if not specified) from the Execution Date of the Agreement of Sale.7 **Within the Contingency Period**, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as8 Apartment Building with a max of 22 units is permitted under the current zoning classification
9 for the Property and is not prohibited by any other governmental land use restrictions.10 2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the
11 proposed use of the Property is not permitted, and Buyer will:

12 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR

13 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
14 the Agreement of Sale.

15 (C) Enter into a mutually acceptable written agreement with Seller.

16 **If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the**
17 **Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE**
18 **paragraph of the Agreement of Sale.**19 ☒ **CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY**20 1. Within 30 DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal writ-
21 ten application for zoning approval, variance, non-conforming use, or special exception from Strasburg Boro22 (municipality) to use the Property as High density residential (22 unit apartment
23 building) (proposed use). Buyer will pay for applications, legal representation, and any other costs
24 associated with the application and approval process.

25 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

26 3. If final, unappealable approval is not obtained by April 28, 2023, Buyer will:

27 (A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR

28 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
29 the Agreement of Sale, OR

30 (C) Enter into a mutually acceptable written agreement with Seller.

31 **If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not ter-**
32 **minate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the**
33 **terms of the RELEASE paragraph of the Agreement of Sale.**

34 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

35 **BUYER** DocuSigned by: Daniel S. King **DATE** 12/30/202236 **BUYER** Liberty Global Enterprises LLC37 **BUYER** **DATE** _____38 **BUYER** **DATE** _____39 **SELLER** **DATE** _____40 **SELLER** Lampeter Strasburg School District41 **SELLER** **DATE** _____42 **SELLER** **DATE** _____Pennsylvania
Association of
Realtors®

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12/13

Services Agreement Renewal and Amendment

This Services Agreement Renewal and Amendment (“Amendment”) is entered into by and between Lampeter-Strasburg School District (the “Company”) and On Target Health (“OTH”) (each, a “Party” and, together, the “Parties”), is effective February 1, 2023 and hereby extends (except as modified herein), and amends the agreement entered into by and between the Parties effective August 1st, 2016, and its renewal effective February 1, 2022.

- 1. Provision of Services; Location:** OTH shall provide the Services as described in Sections 2 and 5 of the Services Agreement at the Company’s Facilities set forth at Exhibit A of the Services Agreement.
- 2. Term:** The term of this Extension (“Term”) and services shall begin on the effective date set forth above and shall and expire on March 31, 2023.
- 3. Compensation:** The Company shall pay to OTH the amount of Ten-thousand five hundred (\$10,500) for this term, exclusive of certain equipment and additional services as set forth in Sections 3 and 5 and in Exhibit B of the Services Agreement, and subject to the Fee Adjustment set forth in Section 5 of this Amendment (the “Purchase Price”). The Purchase Price shall include:
 - a. The cost for obesity management services includes: biweekly or monthly accountability sessions dependent on the participant, metabolism testing, 1 on 1 private coaching, ongoing remote coaching between in-person visits, and other applicable services as detailed in the Plan of Services.
 - b. The Company acknowledges and agrees that the Participants includes those Participants that have previously participated in On Target Health’s obesity management solution and/or new participants. The Company further acknowledges and agrees that On Target Health may limit the number of Participants that can participate in the Program during this amended period so as not to exceed the hours set forth in Section 8(a) of this Exhibit. The services referenced in Sections 3(a) and (b) are referred to herein as the “Program.”
 - c. On Target Health will provide aggregate ROI reports to Company at the end of this term, to include utilization of the Program, and progression of health.
 - d. The cost for obesity management services includes: accountability sessions, behavioral support, finger stick testing (i.e. lipid panel and A1C) and metabolism testing, if applicable (including body composition testing), and other applicable services as detailed in the Plan of Services.
- 4. Payment Terms:** The Company shall pay the Purchase Price in accordance with the following terms (“Payment Terms”):

Ten-thousand five hundred dollars (\$10,500) in one installment due net 30 days from December 31, 2022.

5. Fee Adjustment:

- a. The Purchase Price will be subject to an upward adjustment if the Company determines, in its sole discretion, that it is necessary to increase slots available for participants and/or exceed the hours set forth in Section 8 below and the Parties agree in writing, in advance of the provision of additional hours, that such increased number of hours and the associated fees are necessary and appropriate fees.
- b. Should either Party desire to modify the fees charged by OTH under the terms of the Amendment for the Renewal Term, that Party must provide written notice to the other Party at least sixty (60) days prior to the commencement. If such notice is given, the Parties shall enter into good faith negotiations to modify the fees.

6. Hours: On Target Health shall provide the Plan of Services according to the following schedule:

- a. Up to 8 hours weekly scheduled for metabolism, body composition screenings; health coaching and or meetings between On Target Health and the Company. In addition, On Target Health will engage 6 hours of remote communication with participants via email, tech, and private social media accounts (at the participant's option).
- b. As the parties may otherwise agree in writing to ensure that all Employees are fully served by the services to be provided under this Agreement; and,

7. Maximum Participants:

- a. Maximum number of full-time equivalent (FTE) slots that employees can fill and participate in the Obesity Management Program as set forth in Section 5(e) of the Agreement: twenty-five (25) FTE slots

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on this Amendment the day and year written below.

On Target Health, LLC ("On Target Health")

By: _____

Title: _____

Date: _____

Lampeter-Strasburg School District ("Company")

By: _____

Title: _____

Date: _____

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Sponsorship Agreement") is made and entered into by and between Lampeter-Strasburg School District (the "School District"), a Pennsylvania school district with administrative offices at P.O. Box 428, Lampeter, Pennsylvania 17537, the School District's marketing agent, Market Street Sports Group, LLC ("MSSG"), a Pennsylvania limited liability company with principal offices at 525 New Dorwart Street, Lancaster, Pennsylvania 17603 and Howard Orthodontics, ("Sponsor") with an address of 2847 Willow Street Pike North, Willow Street, PA 17584.

Background

The School District's Board of School Directors has adopted a policy (the "Sponsorship Policy") that the School District may enter into Sponsorship Agreements to allow commercial advertising by groups, businesses or companies to occur place on School District property in exchange for the payment of sponsorship fees, pursuant to restrictions outlined in the policy. The goal of such Sponsorship Agreements is to benefit students and taxpayers by generating private financial support for the School District and its educational programs.

The School District's policy does not create a forum for all types of advertising or provide a general public forum for purposes of communication. Rather, the intent is to make use of a limited portion of the School District's property in order to generate financial support from commercial sponsors for School District programs and activities.

Noncommercial advertising is not permitted under this policy in order to ensure a professional advertising atmosphere and to maintain the School District's position of neutrality on political, religious, social and other public issues.

The School District has engaged MSSG as a marketing agent to solicit and manage Sponsorship Agreements.

Wherefore, intending to be legally bound, the foregoing parties hereby agree as follows:

1. **Promotional Rights, Sponsorship Fees and Time Frame.** Subject to the terms and conditions of this Sponsorship Agreement, the School District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from the School District, certain commercial sponsorship rights for a the time period of **January 1st, 2023 through January 1st, 2026** in exchange for the payment of **\$5,000** by Sponsor, as described in Exhibit A attached hereto.
2. **Responsibility for Advertising.** The parties have the following responsibilities regarding advertising materials under this Sponsorship Agreement:
 - a. **Sponsor.** Sponsor is responsible for the design of all advertising materials contemplated by this Sponsorship Agreement and for submitting all such materials to MSSG for approval as required by Section 8 below.
 - b. **MSSG.** MSSG is responsible to produce, install, maintain and remove, in a timely manner, all displays, signs, advertisements and other such equipment that is required as part of this Sponsorship Agreement. All advertising materials that are damaged must be replaced, repaired or removed in a timely fashion by MSSG. MSSG shall ensure the removal, in a timely manner, of Sponsor's advertising materials from School District property upon expiration of this Sponsorship Agreement. MSSG shall promptly repair any damage to School District property resulting from its activities and conduct hereunder, restoring such property to its prior condition.
 - c. **School District.** Unless expressly stated otherwise in Exhibit A to this Sponsorship Agreement, beyond having the right to review and approve advertising copy of Sponsor as described in Section 8 below and to enforce its policies, rules and practices, and without limiting any other rights of the

School District, the School District shall have no responsibility regarding the design, production, installation, maintenance or removal of advertising materials associated with this Sponsorship Agreement.

3. **Sponsorship Fees.** Exhibit A attached to and made a part of this Sponsorship Agreement shall identify the following with respect to sponsorship fees and/or other contributions paid by Sponsor: (i) the total amount of the sponsorship fees to be paid by the Sponsor; (ii) the amount and timing of payments to be made by Sponsor; and (iii) only if applicable, a description and value of any in-kind contributions to be made by the Sponsor.
4. **Payments Made by Sponsor to MSSG.** All payments of sponsorship fees due under this Sponsorship Agreement shall be made by check payable to MSSG at Market Street Sports Group, LLC, 525 New Dorwart, Lancaster, PA 17603, unless otherwise specified. MSSG is responsible to submit timely invoices to Sponsor, to ensure that Sponsor complies with the payment schedule established by this Agreement and to hold in trust for the School District and to remit to the School District the sponsorship fees as required by the contract between MSSG and the School District.
5. **Timing of Payments.** Within 15 days after this Sponsorship Agreement has been fully endorsed, an initial down payment of sponsorship fees shall be due and payable from Sponsor in a sum equal to the greater of: (a) \$1,500.00; or (b) 15% of the sponsorship fees owed for the initial year of this Sponsorship Agreement. The remaining balance of the sponsorship fees shall be due and payable in accordance with the payment schedule identified in Exhibit A.
6. **Mandatory Conditions Applicable to Advertising.** All advertising associated with this Sponsorship Agreement shall comply with the following conditions:
 - a. Locations in which advertising will be allowed include: any outside athletic fields/facilities at which public events are regularly held, Administrative Building Board Room, high school cafeteria, high school grand hallway, high school gymnasiums, high school library, high school nurse's suite, and high school performing arts center. Advertising may also be allowed as a link from the District Web site and in District publications.
 - b. Students will not be required to listen to, read or be subjected to commercial advertising in the classroom, except when the classroom instruction by the teacher is related to advertising.
 - c. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
 - d. No student or staff information (e.g., names, addresses, telephone numbers, e-mail addresses or other identifying information) shall be made available to sponsors for purposes of distribution or dissemination of advertising.
 - e. Advertising must comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including (without limitation) those applicable to intellectual property rights (such as copyrights, trademarks, trade names and patents). Unless otherwise provided in Exhibit A and without limiting the foregoing, as between Sponsor and MSSG, Sponsor shall be responsible for compliance with all laws, regulations and administrative agency rules concerning the protection of intellectual property rights, and MSSG shall be responsible to identify and arrange for any necessary approvals, waivers, variances or permits required under local zoning and land use ordinances for the installation of advertising materials.
 - f. Sponsor shall not be permitted to use the School District's intellectual property (e.g. School District name, school names, team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in Exhibit A or is otherwise approved in writing by the School District.

- g. Advertising must be in compliance with all School District policies, procedures, rules and guidelines, including (without limitation) those specifically applicable to Sponsorship Agreements and non-discrimination, and Sponsor agrees it has had opportunity to request and review such policies, procedures, rules and guidelines.

7. Provisions Regarding Advertising Copy and Signage

- a. **Preparation.** Unless otherwise provided in Exhibit A, Sponsor shall be responsible, at its sole cost and expense, for the design of all advertising copy to be used pursuant to this Sponsorship Agreement. MSSG shall provide Sponsor in advance with any required technical specifications for signage and with the School District's style preferences for the advertising copy, in order to enable Sponsor to design appropriate advertising copy for signage. Sponsor shall provide MSSG with samples of the anticipated design and copy of its advertising copy in accordance with deadlines established by MSSG for the School District's review and approval as described in Section 8 below.
- b. **Installation and Removal of Advertising Signage.** MSSG shall be responsible to install and remove all advertising signage in a timely manner within all applicable deadlines. MSSG shall confirm with the School District that such schedule and its work will not interfere with School District operations.
- c. **Maintenance.** Following initial installation of advertising signage, MSSG shall be responsible for maintaining the signage in good and attractive order, repair, and condition throughout the term identified in Exhibit A hereto. MSSG shall coordinate the scheduling of such maintenance and repair work so that it does not interfere with School District operations.
- d. **Display.** All advertising signage provided for in this Sponsorship Agreement shall be displayed during all events open to the general public held at the locations specified in Exhibit A during the term of this Sponsorship Agreement, unless such advertising is prohibited for a specific event by federal, state or local laws or regulations. Except as otherwise provided in the immediately preceding sentence, no advertising signage shall be removed, covered, or intentionally obstructed for any purpose during any event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.
- e. **Installation of Replacement Advertising Signage.** Sponsor shall have the right to replace advertising signage during the term of this Sponsorship Agreement, at its sole cost and expense, subject to the replacement signage being of the same size and character as the original signage and the School District's right of approval pursuant to Section 8 below. Sponsor shall schedule any such installation and replacement work through MSSG so that it does not interfere with School District operations.

- 8. **Approval of Advertising Copy.** The design, layout, elevation, configuration, construction, location and content of all advertising copy signage and other materials distributed and/or displayed pursuant to this Sponsorship Agreement (as used in this section, "Advertising") shall be subject to the School District's prior written approval based on the following process: Sponsor shall deliver submittals of Advertising proposals to MSSG based on a schedule established by MSSG. MSSG shall deliver such Advertising proposals submitted by Sponsor within two (2) business days to the School District. The School District shall notify MSSG within five (5) business days after its receipt of each submission (or within such additional time, up to sixty (60) days, as may be requested within such initial 5 days by the School District, for legal and/or Board of School Directors' review), if any proposed Advertising is acceptable or unacceptable to the School District, otherwise such submission shall be deemed to be unacceptable to the School District. Sponsor shall have ten (10) days following its receipt of any School District's notice (or deemed notice) that an Advertising submission is unacceptable within which to submit a new or revised Advertising proposal to MSSG that is acceptable to the School District based on the foregoing process. If Sponsor fails to submit an acceptable Advertising proposal within the foregoing time limitation, the process must start again for any new proposals.

The School District may find any Advertising proposal to be unacceptable if in its sole discretion it determines that the proposed Advertising (i) violates any requirements of this Sponsorship Agreement, the Sponsorship Policy or any other policy, rule or practice of the School District, (ii) is of substandard technical quality or appearance; (iii) does not conform to School District's previously stated design preferences, (iv) is not commercial in nature, (v) is not in keeping with standards of good taste, (vi) is not appropriate for school-aged children, or (vii) seeks to promote, encourage or engage in, contains or consists of, any of the following:

- a. support or convey any non-commercial message or position, including (without limitation) any message or position relating to political, religious, social or other public issues, whether from the message(s) or image(s) contained therein or the name, identity, reputation or public position(s) of the advertiser/sponsor;
- b. make false, misleading, deceptive, or unwarranted statements or claims;
- c. infringe upon another persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;
- d. disparage a competitor or a competitor's products or services;
- e. advertise lotteries or other games of chance;
- f. contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters or matter/materials harmful to minors, either in theme or in treatment;
- g. appeal for funds;
- h. contain testimonials that cannot be authenticated;
- i. declare or imply an endorsement by the School District of any company, organization, person, service, product or point of view;
- j. promote the sale or use of alcohol or tobacco products; or
- k. promote unlawful or illegal goods, services or activities, or goods, services or activities harmful to minors.

Sponsor shall have the right to modify Advertising throughout the term of this Sponsorship Agreement, subject to the School District's right of approval pursuant to the foregoing process and standards. The School District also reserves the right to withdraw its approval of any Advertising, even if previously approved, if the School District subsequently determines, in its sole discretion, that the Advertising does not meet the standards and requirements of this Agreement.

9. **Retained Rights to Intellectual Property**. Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship Agreement, Sponsor grants the School District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Sponsorship Agreement in conjunction with the School District intellectual property (e.g., displaying School District's name, logos, trademarks, or service marks) shall be subject to the prior written approval of School District, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Sponsorship Agreement. The School

District's intellectual property (including without limitation any such intellectual property that is displayed on Sponsor's advertising copy with the permission of the School District) shall be and remain the sole and exclusive property of the School District.

No party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of another party to this Sponsorship Agreement without that party's prior written consent.

10. **School District Approval Required for any On-Site Promotional Activity.** Any promotional activity (including presentations or programs) on School District property requested by Sponsor should be identified in Exhibit A, so that it may be approved as part of this Sponsorship Agreement. Sponsor shall not engage in promotional activity on School District property that is not expressly identified in Exhibit A without the prior written consent by the School District, which shall have sole discretion on whether to approve such activity.
11. **"Make Good" Activity.** If an advertising or promotional activity identified in Exhibit A does not occur as contemplated due to unforeseen circumstances or events beyond the reasonable control of School District, MSSG and/or the Sponsor, the parties may mutually agree, without obligation on any such party to agree, upon a "make good" advertising or promotional activity to compensate for the non-occurrence of the scheduled activity. A "make good" activity, if agreed upon, must be scheduled to occur during the term of this Agreement.
12. **Termination.** If any party breaches its obligations hereunder for reasons other than a "Force Majeure" as defined below, any non-breaching party shall have the option to immediately cease all performance under this Sponsorship Agreement and (without prejudice to any other legal rights) may terminate this Sponsorship Agreement if such breach is not cured within fourteen (14) days receipt of notice by the breaching party. A Force Majeure shall mean and include any event or cause beyond a party's reasonable control (including, but not limited to fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond a party's reasonable control), which renders a party unable to fulfill its obligations pursuant to this Sponsorship Agreement.

Further, the School District reserves the right to terminate this Sponsorship Agreement without cause if its Board of School Directors determines, in its sole discretion, that terminating the contract is in the best interest of the School District. Should the School District terminate the contract without cause, the School District shall return to Sponsor a prorated amount of sponsorship fees paid for the current contract year.
13. **Release, Indemnification, No Representations**
 - a. **By Sponsor.** Sponsor hereby assumes full and complete responsibility and liability for the content of all its advertising copy, for its signage and other materials and for all other work performed or required to be performed by Sponsor under this Sponsorship Agreement, and agrees that all of the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the School District and MSSG (including their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of (i) the use of any trademark, service mark, logo, design, copyright, and other intellectual property or materials provided by Sponsor; (ii) the character, content, and subject matter of any advertising copy displayed by Sponsor; (iii) the design or condition of Sponsor's advertising, materials or signage; and (iv) any breach of this Sponsorship Agreement by Sponsor. Sponsor fully and forever waives, discharges, and releases the School District and MSSG from any and all losses, liabilities, damages, claims, demands, suits, and

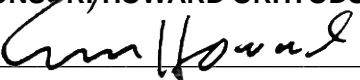
judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of or related to any matter described in clauses (i) through (iv) above.

- b. **No Oral or Implied Representations.** Sponsor acknowledges that all terms and conditions of this Sponsorship Agreement are in writing as fully set forth in this document and Exhibit A attached hereto. The School District and MSSG shall not be bound by any oral or implied agreements, warranties or representations purportedly made to Sponsor by the School District, MSSG or their employees, agents or representatives.

14. **Assignment.** Sponsor and MSSG shall not have the right or power to assign any of their rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of the School District in its sole discretion. The School District shall not assign any of its rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Sponsorship Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
15. **Governing Law.** The validity, interpretation and performance of this Sponsorship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Sponsorship Agreement shall be in the Lancaster County Court of Common Pleas, any such action shall be decided by non-jury trial, and Sponsor, MSSG and the School District each hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.
16. **Notices.** All notices or other communications that are required or contemplated by this Sponsorship Agreement shall be in writing and delivered at the addresses identified in the opening paragraph hereof unless otherwise directed by a party. All notices concerning termination of this Sponsorship Agreement shall be sent by United States certified or registered mail, return receipt requested, or by other means of delivery that generates a signed receipt (however, an intended recipient's failure or refusal to sign a receipt, or its failure to notify the sending party of a change of an address, shall not be a basis for denying that notice was sent or given).
17. **Merger Clause.** This Sponsorship Agreement (including any attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter hereof, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Sponsorship Agreement. This Sponsorship Agreement supersedes and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.
18. **Representations and Warranties of Sponsor.** Sponsor does hereby represent and warrant that it owns or has the right to use all text, photographs, trademarks, brand logos, label designs, product identification, decals, and artwork displayed in its advertising copy and on signage to be displayed pursuant to this Sponsorship Agreement.
19. **No Waiver.** No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies.
20. **Severability.** In case any provision of this Sponsorship Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Sponsorship Agreement to be duly executed by an authorized representative as of the day and year first written above.

SPONSOR: HOWARD ORHTODONTICS

By 

Title: Owner Eric Howard

Date Jan 3, 2023

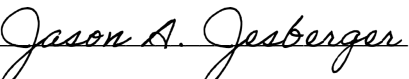
LAMPETER-STRASBURG SCHOOL DISTRICT

By _____

Date _____

Title _____

MARKET STREET SPORTS GROUP, LLC

By 

Title: President of Marketing

Date: 12/19/22

EXHIBIT A

CORPORATE PARTNERSHIP

HOWARD
ORTHODONTICS

CARE OF



PRESENTED BY



PROPOSAL FOR

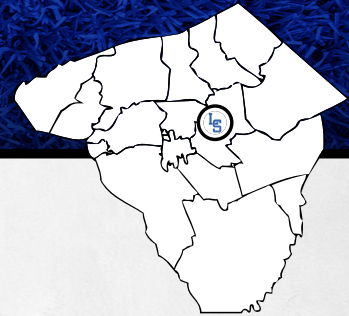
HOWARD ORTHODONTICS PARKING LOTS

BY THE NUMBERS



LAMPETER-STRASBURG SCHOOL DISTRICT (PIONEERS)

L-SPIONEERS.ORG LAMPETER, PA // LANCASTER COUNTY



4 Total number of schools K-12

22 Varsity sports teams

36.2 District square miles

190 Support Staff

213 Teachers

244 Students in the Class of 2022

995 Students attending Lampeter-Strasburg High School

2,848 Total number of students at Lampeter-Strasburg

3,290 Bus miles per day

23,904 Population of Lampeter-Strasburg School District

\$2,680,798 Scholarships (Class of 2022)

ELEMENTS

NAMING RIGHTS

- ✦ Howard Orthodontics will continue to receive the naming rights to the Lampeter-Strasburg High School District “Howard Orthodontics Parking Lots” for the duration of the agreement.

SIGNAGE

- ✦ Howard Orthodontics will continue to receive two (2) sided light pole banners (2' w x 3'h) hung along with L-S Banners on three (3) light poles in front of Martin Meylin Middle School and three (3) light poles between the Martin Meylin Middle School Gym and the L-S High School.
- ✦ Howard Orthodontics will continue to receive two (2) sided light pole banners (2' w x 3'h) hung along with L-S Banners on four (4) light poles in front of Herr Elementary and two (2) light poles between the Herr Elementary School Gym and Martin Meylin Middle School.



ON-SITE

- + Howard Orthodontics will have the opportunity for on-site marketing booths and/or promotions and giveaways at various Lampeter-Strasburg sanctioned High School varsity sporting events; must be staffed by Howard Orthodontics employee(s). Number of events to be mutually agreed upon by Howard Orthodontics and Lampeter-Strasburg's Athletic Department.
- + Howard Orthodontics will have the ability to create unique in-game promotions and/or giveaways during selected athletic events mutually agreed upon by the Lampeter-Strasburg Athletic Director and Howard Orthodontics staff.
- + Howard Orthodontics :15 public address announcements at various Lampeter-Strasburg sanctioned High School varsity sporting events using a PA system.
- + Howard Orthodontics will be added to the "Lampeter-Strasburg Speakers Bureau List" and if called upon will have the opportunity to appear as a guest speaker for educational purposes for various classes and fairs.

MEDIA

- + Howard Orthodontics half page ads in various programs produced for Lampeter-Strasburg sanctioned High School publicly attended events currently being sold.
- + Howard Orthodontics logo and website link on Lampeter-Strasburg School District website's Corporate Partners page.
- + Opportunity for Howard Orthodontics to provide advertising three (3) times per year issued to Lampeter-Strasburg School District residents as part of official print or electronic publications.
- + Howard Orthodontics will be allowed to place literature, gift, or discount offers into the district faculty mailboxes twice (2) per year, stuffer to be agreed upon by Howard Orthodontics and Lampeter-Strasburg administration.



PERKS

- + Up to four (4) tickets per public Lampeter-Strasburg High School sanctioned event upon request, excluding graduation and prom. Tickets may be requested one week in advance of an event and will be provided if available.
- + Signage will be placed in the two (2) elementary and one (1) middle school lobbies during National Children's Dental Health Month (February) and National Orthodontics Health Month (October) sponsored by Howard Orthodontics. These signs are educational in nature and remind the students of the importance of good dental habits.
- + Howard Orthodontics will retain exclusivity in the "Orthodontic Category" as it pertains to the corporate sponsorship program.
- + Howard Orthodontics may provide work study, job shadowing, and internship possibilities to students looking to gain experience or summer employment in their industry.
- + Howard Orthodontics will receive first right of renewal on the three year parking lot sponsorship at agreements end. This agreement will self renew for an additional two years unless written notice is received 60 days prior to the expiration of agreement by any party involved.

TERMS OF PARTNERSHIP

INVESTMENT

\$5,000 PER YEAR

LENGTH

3 YEARS JANUARY, 2023 - JANUARY, 2026

Payments may be broken out quarterly or annually.



Financial Breakdown



SPONSOR NAME	Howard Orthodontics	REVS/EXP	Monthly	Payments
Year: 2023			12	\$416.66
Gross Revenue		\$5,000		
Production Costs	Details below			
Sign Detail (if applicable)	Signs in place	\$0		
Artwork Design		\$0		
Installation		\$ -		
Maintenance Escrow		\$100		
Program Ads Estimate	Various	\$ 1,125.00		
SUBTOTAL EXPENSES		\$ 1,225.00		
MSSG 30% Commission		\$ 1,132.50		
Subtotal to L-S Yr. 1		\$ 2,642.50		
Year: 2024			12	\$416.66
Gross Revenue		\$ 5,000.00		
Production Costs	Details below			
Details for Production		\$ -		
Artwork Design				
Installation				
Maintenance Escrow	2%	\$100		
Program Ads Estimate	Various	\$ 1,125.00		
SUBTOTAL EXPENSES		\$ 1,225.00		
MSSG 30% Commission		\$ 1,132.50		
Subtotal to L-S Yr. 2		\$ 2,642.50		
Year: 2025			12	\$416.66
Gross Revenue		\$5,000		
Production Costs	Details below			
Details for Production				
Artwork Design		\$ -		
Installation		\$ -		
Maintenance Escrow	2%	\$ 100.00		
Program Ads Estimate	Various	\$ 1,125.00		
SUBTOTAL EXPENSES		\$ 1,225.00		
MSSG 30% Commission		\$ 1,132.50		
Subtotal to L-S Yr. 3		\$ 2,642.50		
3 YEAR TOTAL TO BOOSTERS		\$3,375.00		
3 YEAR TOTAL FOR EXPENSES		\$ 3,675.00		
3 YEAR TOTAL FOR L-S		\$ 7,927.50		
3 YEAR TOTAL FOR MSSG		\$ 3,397.50		

* Agreement to extend another 2 additional years without 60 days written notice prior to 7/1/20



Pennsylvania School Boards Association PRINCIPLES FOR GOVERNANCE AND LEADERSHIP

Pennsylvania school boards are committed to providing **every** student the opportunity to grow and achieve. Our actions, as elected and appointed board members, ultimately have both short- and long-term impact in the classroom. Therefore, we pledge that we will...



LEAD RESPONSIBLY

- Prepare for, attend and actively participate in board meetings
- Work together with civility and cooperation, respecting that individuals hold differing opinions and ideas
- Participate in professional development, training and board retreats
- Collaborate with the superintendent, acknowledging their role as the 10th member of the board and commissioned officer of the commonwealth



ACT ETHICALLY

- Never use the position for improper benefit to self or others
- Avoid actual or perceived conflicts of interest
- Recognize school directors do not possess any authority outside of the collective board
- Accept that when a board has made a decision, it is time to move forward collectively and constructively



PLAN THOUGHTFULLY

- Implement a collaborative strategic planning process
- Set annual goals that are aligned with comprehensive plans, recognizing the need to adapt as situations change
- Develop a comprehensive financial plan and master facilities plan that anticipates short- and long-term needs
- Allocate resources to effectively impact student success



EVALUATE CONTINUOUSLY

- Make data-informed decisions
- Evaluate the superintendent annually
- Conduct a board self-assessment on a recurring basis
- Focus on student growth and achievement
- Review effectiveness of all comprehensive and strategic plans



COMMUNICATE CLEARLY

- Promote open, honest and respectful dialogue among the board, staff and community
- Acknowledge and listen to varied input from all stakeholders
- Promote transparency while protecting necessary confidential matters
- Set expectations and guidelines for individual board member communication



ADVOCATE EARNESTLY

- Promote public education as a keystone of our commonwealth
- Engage the community by seeking input, building support networks and generating action
- Champion public education by engaging local, state and federal officials



GOVERN EFFECTIVELY

- Establish and adhere to rules and procedures for board operations
- Develop, adopt, revise and review policy routinely
- Align board decisions to policy, ensuring compliance with the PA School Code and other local, state and federal laws
- Remain focused on the role of governance, effectively delegating management tasks to the administration

Represented by the signatures below, adoption of these principles assures the school board and individual school directors adhere to the same principles across our commonwealth.

Adopted on: _____
