

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT** (“**Agreement**”) is made and entered into as of the _____ day of September, 2016 (the “**Effective Date**”), by and between **CRAWFORD CENTRAL SCHOOL DISTRICT** (“**Lessor**”), and **MEADVILLE FAMILY YMCA** (“**Lessee**”), with reference to the following recitals of fact.

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated as of May 19, 2014 as amended by that certain First Amendment to Lease Agreement dated as of February 23, 2015 (the “**Lease**”), whereby Lessor leased to Lessee those certain premises described in the Lease (the “**Leased Premises**”). The Lease is attached hereto as Exhibit “A” and made a part hereof;

WHEREAS, the Term of the Lease is for a period of five (5) years from July 1, 2014 through and including June 30, 2019;

WHEREAS, Lessee has requested Lessor for an early termination of the Lease; and

WHEREAS, Lessor is agreeable to an early termination of the Lease subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto agree as follows:

1. General. Except as defined herein to the contrary, all terms utilized in this Agreement shall have the same meanings as the defined terms in the Lease.

2. Termination. The term of the Lease is hereby amended to terminate and expire effective as of 11:59 PM on August 31, 2016 (the “**Termination Date**”). Lessee shall fully comply with all obligations under the Lease through the Termination Date. From and after the Termination Date, Lessee shall have no further rights to the possession or use of the Leased Premises by virtue of the Lease and all obligations and responsibilities of the parties under the Lease shall likewise terminate, including but not limited to any and all obligations that are contemplated surviving beyond the term of the Lease.

3. Payments. Lessee shall continue to pay all Rent and other charges under the Lease through the Termination Date.

4. Early Termination Fee. In consideration for the termination of the Lease as of the Termination Date and notwithstanding anything herein to the contrary, Lessee hereby agrees to pay Lessor the sum of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) at the time of the execution of this Agreement as an early termination fee, receipt whereof is hereby acknowledged by Lessor. It is expressly understood by the parties that this early termination fee shall not entitle Lessee to possession of the Leased Premises or Building for any time period beyond the Termination Date.

5. Damages. In further consideration for the termination of the Lease as of the Termination Date and notwithstanding anything herein to the contrary, Lessee further agrees to reimburse Lessor for actual, out of pocket expenses relating to the replacement of certain tiles on the floor of the gym that were damaged as a result of the placement by Lessee of equipment and/or apparatus on the same. Lessee shall be responsible for payment of such damages within thirty (30) days of written demand from Lessor, which written demand shall include receipts for cost of labor and materials.

6. Mutual General Release.

(a) In consideration of the mutual promises contained in the Agreement, Lessor, on behalf of itself and its respective past, present and future members, principals, parents, managers, employees, officers, trustees, directors, agents, representatives, shareholders, subsidiaries, affiliates, parents, partners, insurers, successors, assigns, administrators and attorneys (collectively the "**Lessor Related Parties**"), hereby irrevocably and unconditionally releases and forever discharges Lessee and Lessee's respective past, present and future members, principals, parents, managers, employees, officers, trustees, directors, agents, representatives, shareholders, subsidiaries, affiliates, parents, partners, insurers, successors, assigns, administrators and attorneys (collectively, the "**Lessee Related Parties**"), whether acting as agents for Lessee or in their individual or other capacities, from any and all claims, actions, causes of actions, demands, rights, damage, costs, expenses, debts, liabilities, contracts, obligations, accounts, torts, or compensation of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, past, present or future, resulting from or in any way relating to or arising out of the Lease, the Leased Premises, and/or the Lessor/Lessee relationship with respect to the Leased Premises. Lessor expressly agrees that this Agreement shall be binding on its Lessor Related Parties. Further, Lessor hereby acknowledges and agrees that this Agreement shall be effective as a full and final accord and satisfaction in settlement of, and a bar to each and every claim, demand, action and cause of action which either has, or has had, against Lessee related to or arising out of the Lease and/or the Lessor/Lessee relationship. Notwithstanding the foregoing, this release does not, and should not be construed to, alter, amend or negate the enforceability of this Agreement, including the required payment(s) by Lessee under this Agreement, or the Sales Agreement.

(b) In consideration of the mutual promises contained in the Agreement, Lessee, on behalf of itself and its respective Lessee Related Parties, hereby irrevocably and unconditionally releases and forever discharges Lessor and Lessor's Related Parties, respective past, present and future members, principals, parents, managers, employees, officers, trustees, directors, agents, representatives, shareholders, subsidiaries, affiliates, parents, partners, insurers, successors, assigns, administrators and attorneys, whether acting as agents for Lessor or in their individual or other capacities, from any and all claims, actions, causes of actions, demands, rights, damage, costs, expenses, debts, liabilities, contracts, obligations, accounts, torts, or compensation of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, past, present or future, resulting from or in any way relating to or arising out of the Lease, the Leased Premises, and/or the Lessor/Lessee relationship with respect to the Leased Premises. Lessee expressly agrees that this Agreement shall be binding on its Lessee Related Parties. Further, Lessee hereby

acknowledges and agrees that this Agreement shall be effective as a full and final accord and satisfaction in settlement of, and a bar to each and every claim, demand, action and cause of action which either has, or has had, against Lessor related to or arising out of the Lease and/or the Lessor/Lessee relationship. Notwithstanding the foregoing, this release does not, and should not be construed to, alter, amend or negate the enforceability of this Agreement, or the Sales Agreement.

7. Release Not Admission of Liability. Lessor and Lessee expressly understand, acknowledge and agree that by entering into this Agreement, they do not admit, expressly or implicitly, any fact or liability of any type or nature with respect to any matter, whether or not referred to in this Agreement, that they have not made any such admission, and that this Agreement is made solely by way of compromise and settlement only, in order to avoid the expense and uncertainty of litigation.

8. Representations. Each party represents to the other that it has full power and authority to execute this Agreement. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease or the Leased Premises, and has no knowledge of any existing or threatened claim, demand, obligation, liability, action or cause of action arising from or in any manner connected with the Lease or the Leased Premises by any other party.

9. Acknowledgment of No Lease. Lessor and Lessee acknowledge and agree that no contractual lease between Lessor and Lessee with respect to the Leased Premises shall exist as of the Termination Date.

10. Voluntary Agreement. Lessor and Lessee represent and declare that they have carefully read this Agreement and know its contents, and that they signed the Agreement freely and voluntarily.

11. No Disclosure. Both Lessor and Lessee agree that they shall not disclose any of the matters set forth in this Agreement or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity unless disclosure is required by law or the express written approval of the other party is obtained.

12. Further Assurances. Lessor and Lessee agree to execute such other documents and to take such other action as may be reasonably necessary to further the purpose of this Agreement.

13. No Offer. This Agreement shall not be binding until executed and delivered by both parties. This Agreement shall not be relied upon by any other party, individual, corporation, partnership or other entity as a basis for terminating its lease with Lessor.

14. Entire Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement may not be amended except in writing signed by both parties.

15. Miscellaneous. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. If any party obtains a judgment against any other party by reason of breach of this Agreement, reasonable attorneys' fees as fixed by the court shall be included in such judgment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Leased Premises are located. Time is of the essence of each and every term, condition, obligation and provision hereof.

16. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.


[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:

Lisa L. Pittner, Secretary of the Board of
School Directors

ATTEST:


_____, Secretary
VP Child Care

1736472.v1

LESSOR:

CRAWFORD CENTRAL SCHOOL
DISTRICT

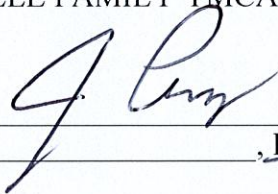
BY:

Jan A. Feleppa, President of the
Board of School Directors

LESSEE:

MEADVILLE FAMILY YMCA

BY:


_____, President
LFB