

The Abington School District (“ASD”) and the Foundation for Abington School District (the “Foundation” and together with ASD, “Abington”) hereby acknowledge with deepest gratitude a commitment of \$25,000,000 (the “Grant”) from The Stephen A. Schwarzman Foundation (“Grantor”) to be used for a restoration and addition project for Abington High School (the “High School”), as described more fully in Exhibit A (the “Building Project”), which will include a new Center for Science and Technology (the “Center”), under the terms and conditions set forth below.

The parties agree as follows:

1. The purpose of the Grant is to support the Building Project, as more fully described in Exhibit A, which is expected to be fully completed by September 2022, and which will include the Center, which is to open in September 2020.
2. Grantor agrees to make payments to the Foundation in the form of cash or readily marketable securities in accordance with the schedule below. Grantor may accelerate that schedule in terms of payment amount and/or timing at its discretion. Gifts of securities will be valued according to the Internal Revenue Service guidelines in effect at the time the stock is transferred to the Foundation. Currently, these guidelines value the stock at the average of the high and low trades on the date of transfer.

Amount	Payment Date
\$6,000,000	No later than July 1, 2018
\$6,000,000	No later than July 1, 2019
\$6,000,000	No later than July 1, 2020
\$3,500,000	No later than July 1, 2021
\$3,500,000	No later than July 1, 2022

3. Beginning on the first day of school in September 2020 (or with respect to the Center, the date the Center is open for occupancy by students), the Center will be named the Stephen A. Schwarzman Center for Science and Technology, the Athletic Complex will be named the Bobby Bryant Athletic Center, the Auxiliary Gym will be named the Billy Wilson Gym, and the Athletic Hall of Fame will be named the Coach Jack Armstrong Athletic Hall of Fame, in each case in perpetuity. The locations and details of the specific manner in which the names will be displayed, as well as plaques or pictures appropriately recognizing such individual’s contributions to Abington, will be mutually agreed by ASD and Grantor. Abington will use the names in a manner consistent with the samples to be set forth in Exhibit B, and in all other instances with the prior written consent of Grantor, on all written and/or electronic materials, including any communications, publications, letterheads, announcements, electronic monitors and maps that relate to or reference the relevant area of the High School. ASD agrees that it will maintain, refinish, restore and otherwise keep in good repair and legibility all signage. ASD has determined that the grant of this naming is appropriate given the scale and impact of the Grant, which is necessary for the Board to fulfill its requirement to provide the students of ASD with an appropriate education. Due to the exposure that students will have with the High School, Grantor acknowledges that Abington must be sensitive to its students needs and may immediately cease to use a name if the relevant individual has engaged in any act of moral turpitude which results in a criminal conviction. At any time and for any reason, Grantor may require ASD and the Foundation to cease use of Mr. Schwarzman’s name. ASD has determined that the name of the High School will remain Abington Senior High School in perpetuity.

4. It is ASD's stated intent to provide high speed internet access at the High School as defined by educational standards in 2018 from ASD's Architect and will provide an appropriate electronic device such as a Chromebook to each high school student with the cognitive and behavioral capacity to utilize one on a 1:1 basis beginning on September 2022. It is ASD's stated intent to make a coding, or other comparable future ready computer literacy skills, curriculum available to all students at the High School, with the goal of 100% of students participating in a coding, or other comparable future ready technology skills, class during their high school career by 2022 and thereafter, with changes made in the course to ensure comparable future ready technology skills, in all cases with recognition of the cognitive and behavioral limitations of individual students. Coding and computer literacy classes began for 7th graders in 2017-2018 year, with the goal that all students in grades 7, 8, 9, 10, 11 and 12 will have exposure to future ready skills and relevant technology by 2022, in all cases with recognition of the cognitive and behavioral limitations of individual students (the "Initiative").
5. Abington will provide Grantor with semiannual written reports regarding the Building Project and the Initiative.
6. Grantor and ASD, in conjunction with their respective media and communications advisors, will cooperate on all formal public communications regarding the Grant, including any public announcement thereof, any communication regarding the opening of the Center and other relevant activity. Prior to any disclosures regarding the Agreement, Grantor or Mr. Schwarzman (including, without limitation, the content of any discussions or negotiations regarding the Agreement), the disclosing party will give Grantor prompt prior notice (if legally permitted to do so).
7. Each payment to be made under this Agreement is conditioned upon Abington's receipt of any outstanding approvals set forth on Exhibit C, Grantor's receipt of all reports required under this Agreement, the representation and warranties set forth in this Agreement, and each of the Foundation and ASD not being in material breach of this Agreement. In addition, Grantor's first payment is conditioned on the Foundation applying to the Internal Revenue Service for reclassification as a Type I supporting organization pursuant to Code section 509(a)(3), and all payments after the first payment are conditioned upon receipt of evidence of such reclassification. There will be a grace period of three months from any Payment Date. If the construction schedule for the Building Project is delayed by a period of six months or more, Grantor may delay the schedule of payments for an equivalent period of time.
8. The Foundation represents, warrants, and agrees that as of the Effective Date of this Agreement and on the date of each payment by Grantor of an installment of the Grant, (a) it is and will be authorized to accept the Grant in accordance with the terms set forth herein, and (b) it is and will be a "tax-exempt organization" as herein defined. The term "tax-exempt organization" will mean an organization described in sections 170(c), 501(c)(3), 2055(a) and 2522(a) of the Code and classified as a public charity pursuant to section 509(a) of the Code. The Foundation will immediately notify Grantor of any change in its tax-exempt status or its classification as a public charity.
9. Each of the Foundation and ASD represents, warrants, and agrees that as of the Effective Date of this Agreement (except as set forth on Exhibit C) and on the date of each payment by Grantor of an installment of the Grant, (i) it has the full right, power and authority to make, deliver and perform under this Agreement and it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation of it; (iii) no authorizations or approvals, or filings or registrations, with any

internal body, or any court, administrative agency or commission or other governmental authority or instrumentality or self-regulatory organization or any other third party are necessary in connection with the execution and delivery by it of this Agreement, and the consummation by it of the transactions contemplated by this Agreement; (iv) it has received binding commitments for all financing necessary to consummate the transactions contemplated by this Agreement; (v) in connection with receiving the Grant, neither it nor any of its directors, officers, employees, or representatives nor any third parties acting on its behalf, have or will pay, offer or promise to pay, or authorize the payment of, directly or indirectly through any other person or entity, any monies or anything of value to any person or firm employed by, or acting for or on behalf of, any government entity (including state-owned or controlled entities or public international organizations), any political party or official of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action (or the withholding of action) or the exercise of influence by such person or firm, party or official, or candidate in any governmental matter or in any commercial transaction, in order to assist Grantor to obtain or retain business or direct business to any person and (vi) it will conduct the activities set forth in this Agreement in compliance with all applicable laws.

10. The parties agree that, at Grantor's election, this Agreement may terminate and be of no force and effect if (i) ASD or the Foundation materially breaches this Agreement and the breach remains uncured for more than six months after receipt of written notice from Grantor specifying the nature of such breach or (ii) the Foundation's exemption under Code section 501(c)(3) or its classification as a public charity under Code section 509(a) is revoked before payment is made in full. In such a case, Grantor will discontinue any or all remaining payments and Foundation will return to Grantor any unexpended funds received from Grantor and will account for the use of any expended funds.

11. In the unlikely event a dispute arises out of, or relates to, this Agreement, or the breach of this Agreement, Abington and Grantor agree to endeavor in good faith to resolve the dispute through discussion and negotiation within 30 calendar days (or such other longer period as agreed to in writing by both Abington and Grantor) after notice given by either Abington or Grantor of a request for negotiation. If the dispute or breach is not resolved within such period, the matter will be resolved by binding arbitration conducted in New York, New York pursuant to the then-existing arbitration rules of the American Arbitration Association and each party agrees to submit to such jurisdiction. Each party hereby consents and submits to this jurisdiction and consents to the venue. Each of ASD and the Foundation agrees that Grantor's remedies at law for a failure to perform, breach or threatened breach of this Agreement would be inadequate and Grantor would suffer irreparable damages as a result of such failure to perform, breach or threatened breach. In recognition of this fact, each of ASD and the Foundation agrees that Grantor, without posting any bond, will be entitled to seek equitable relief in the form of specific performance, temporary or permanent injunction or any other equitable remedy which may then be available. The validity, construction, and performance of this Agreement, but not the determination of compliance with the laws governing Pennsylvania public schools contemplated by paragraph 14 below, will be governed by the laws of the State of New York without regard to conflict of law rules.

12. All communications required by this Agreement to be in writing will be emailed, mailed, faxed or sent by courier to the addresses set forth on Exhibit D.

13. Each of ASD and the Foundation agrees to indemnify and hold Grantor harmless from and against any and all Claims arising out of this Agreement or the Grant, provided that any such Claim is not the result of the willful misconduct or gross negligence of Grantor. For purposes of this paragraph, a "Claim" will include any claim, action, suit, proceeding or litigation, and any loss, deficiency, damages, liabilities, costs and expenses, including without limitation, reasonable

attorney's fees and all related costs and expenses, to be paid to a third party or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation.

14. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement will be construed without regard to any presumption of the rule requiring construction against the party causing this Agreement to be drafted. The parties agree that it is impractical to enumerate all such applicable laws, but such laws include but are expressly not limited to, the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101 -67.3104; the Individuals With Disabilities Education Act, 20 U.S.C. §§1400-1482; the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 22 Pa. Code 4.4, and the Pennsylvania Public School Code, 24 P.S. §§1-101 – 27-2702.

15. This Agreement (and its exhibits) contains all of the representations and agreements between the parties hereto. This Agreement may be changed only by an agreement in writing executed by each of the parties hereto. Any waiver by any party of any provision of the Agreement or any right or rights hereunder will be binding only if it is in writing and executed by the waiving party, will not be deemed to be a continuing waiver and will not prevent any party from thereafter enforcing such provision or right in the future, but the same will continue in full force and effect. Each of the parties hereto agrees that it will execute any and all instruments and perform any and all acts that may be deemed necessary or advisable to carry out any of the terms hereof. Neither ASD nor the Foundation may assign any of its rights or obligations under this Agreement without the written consent of Grantor. Grantor may assign any of its rights under this Agreement; however, Grantor may only assign its payment obligations under this Agreement with the written consent of ASD and the Foundation. All paragraphs of this Agreement, other than paragraphs 2, 5, and 7 will survive termination of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. This Agreement will be valid only if executed by all parties on or before June 1, 2018.

IN WITNESS WHEREOF, each party has executed this Agreement as of _____, 2018 (the "Effective Date").

STEPHEN A. SCHWARZMAN
FOUNDATION

By: Stephen A. Schwarzman
Title: Chairman

ABINGTON SCHOOL DISTRICT

THE FOUNDATION FOR ABINGTON
SCHOOL DISTRICT

By: Raymond McGarry
Title: President, Board of School Directors

By: Amy Sichel, Ph.D.
Title: Vice-President

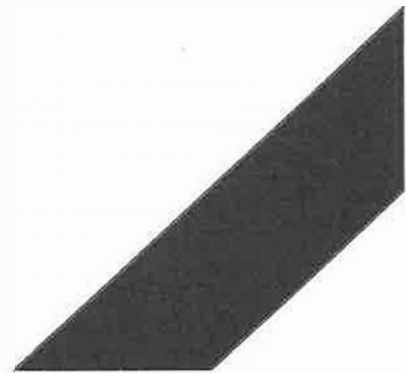
Exhibit A



Abington Senior High School

Additions & Renovations

Exhibit A



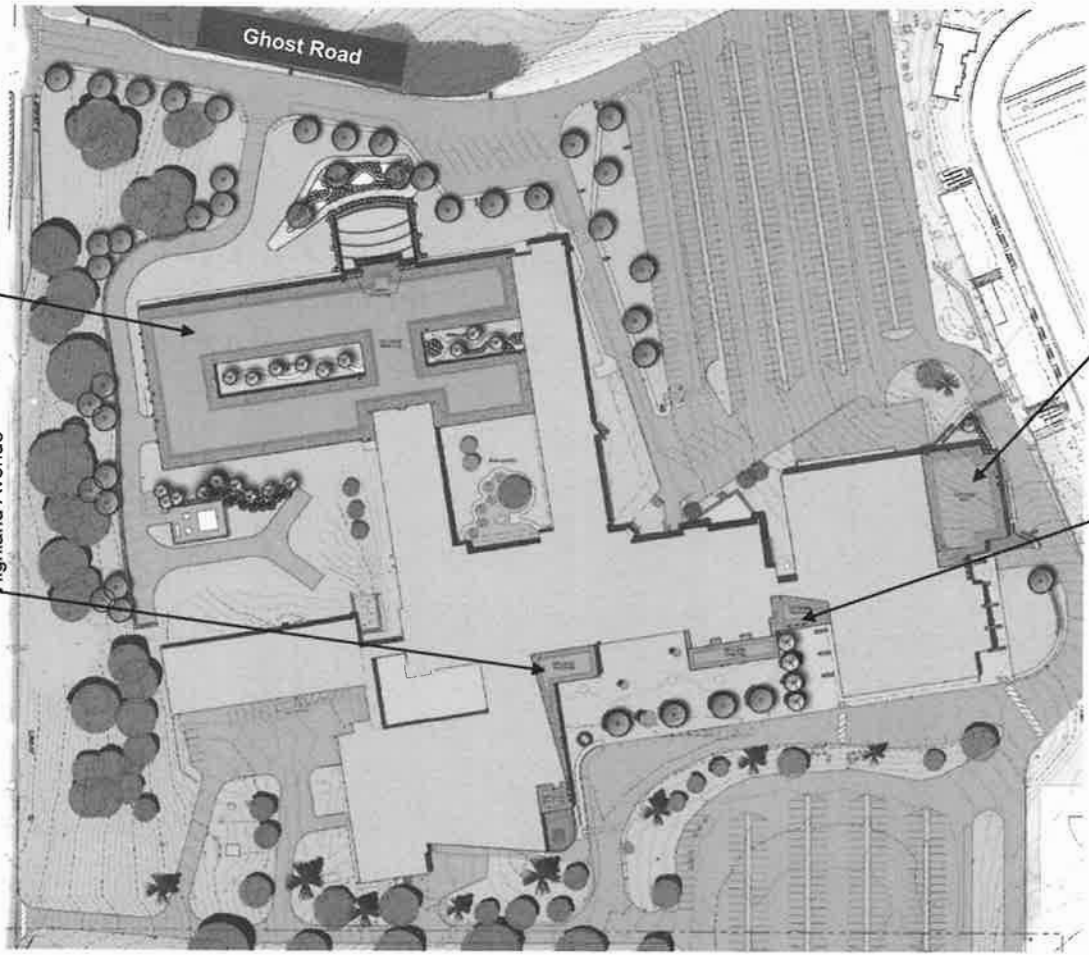
Abington Senior High School

Additions and Renovations – Exhibit A-1

- Construct Stephen A. Schwarzman Center for Science and Technology to create space to accommodate Grade 9 Students at Abington Senior High School and include Grades 9, 10, 11, & 12
 - Focus on STEAM, Coding and Technology
 - Science Labs that Incorporate Both Lecture and Lab Space
- Alterations and Renovations to the Existing Facility
 - Large and Small Group Rooms for Cooperative Learning Experiences
 - Additions and Alterations to Administrative and Guidance Areas
 - Renovate Space for Choral and Instrumental Music
 - Upgrade Aging HVAC and Infrastructure
 - Incorporate State-of-the-Art Technology
 - Renovate Standard Classrooms
 - New Gymnasium
 - Cafeteria Space



Abington Senior High School Site Plan and Additions – Exhibit A-2



**Stephen A. Schwarzman
Center for
Science and Technology**

**Administration &
Guidance Addition**

**Gymnasium
Addition**

**Cafeteria & Gym
Entrance Addition**

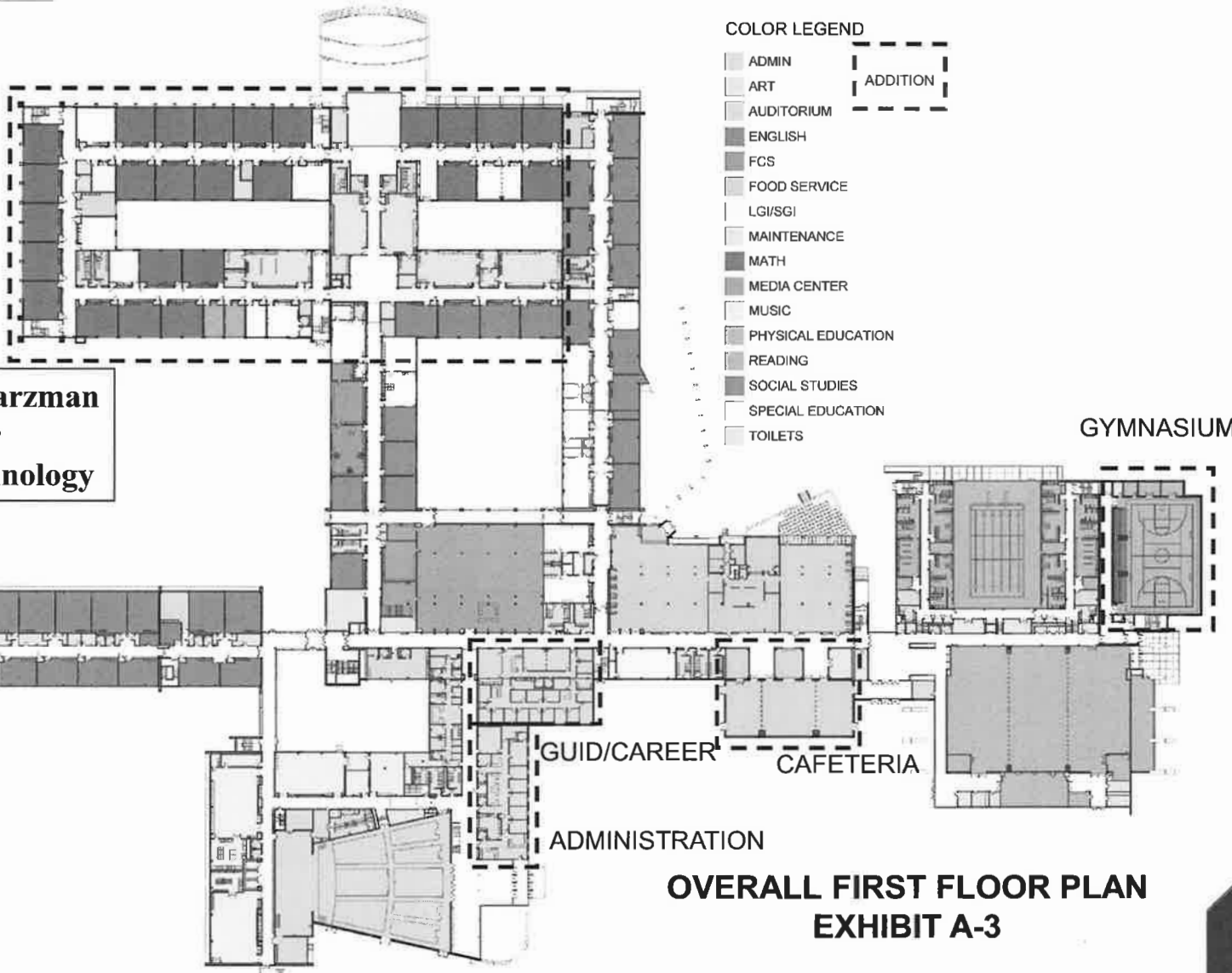


Stephen A. Schwarzman Center for Science and Technology



gilbert
Architects, Inc.

ABINGTON SCHOOL DISTRICT
ABINGTON HIGH SCHOOL - VIEW FROM GHOST ROAD



COLOR LEGEND

- ADMIN
 - ART
 - AUDITORIUM
 - ENGLISH
 - FCS
 - FOOD SERVICE
 - LGI/SGI
 - MAINTENANCE
 - MATH
 - MEDIA CENTER
 - MUSIC
 - PHYSICAL EDUCATION
 - READING
 - SOCIAL STUDIES
 - SPECIAL EDUCATION
 - TOILETS
- ADDITION

**Stephen A. Schwarzman
Center for
Science and Technology**

GYMNASIUM

GUID/CAREER

CAFETERIA

ADMINISTRATION

**OVERALL FIRST FLOOR PLAN
EXHIBIT A-3**

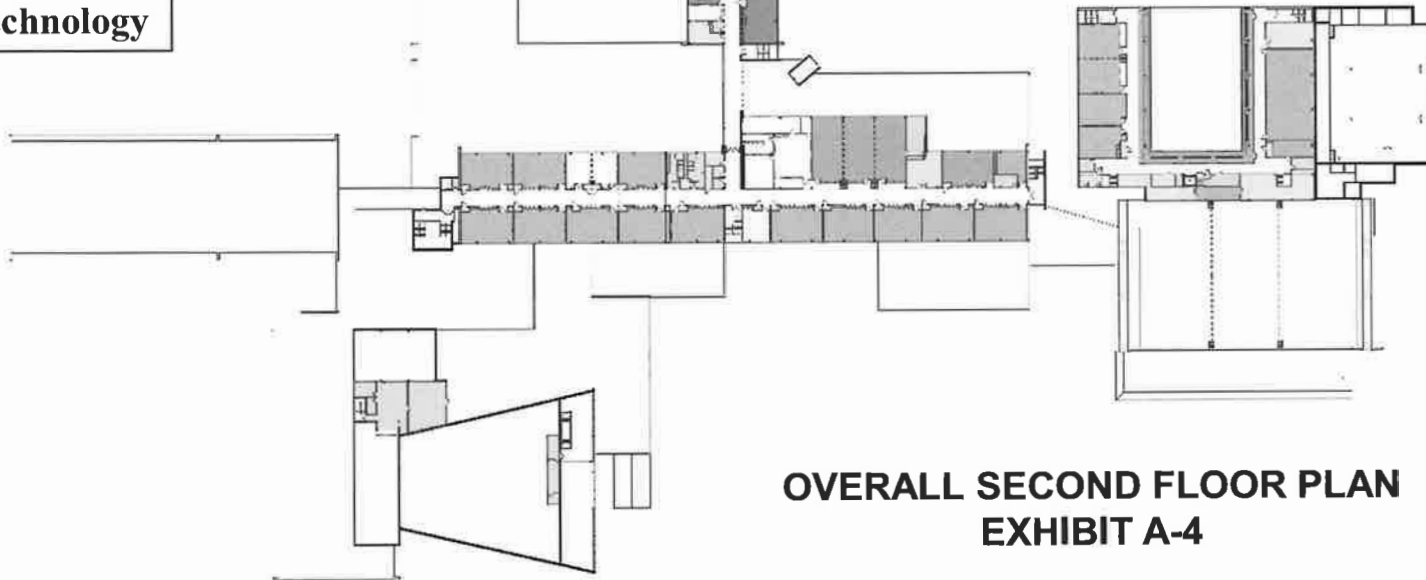


**Stephen A. Schwarzman
Center for
Science and Technology**



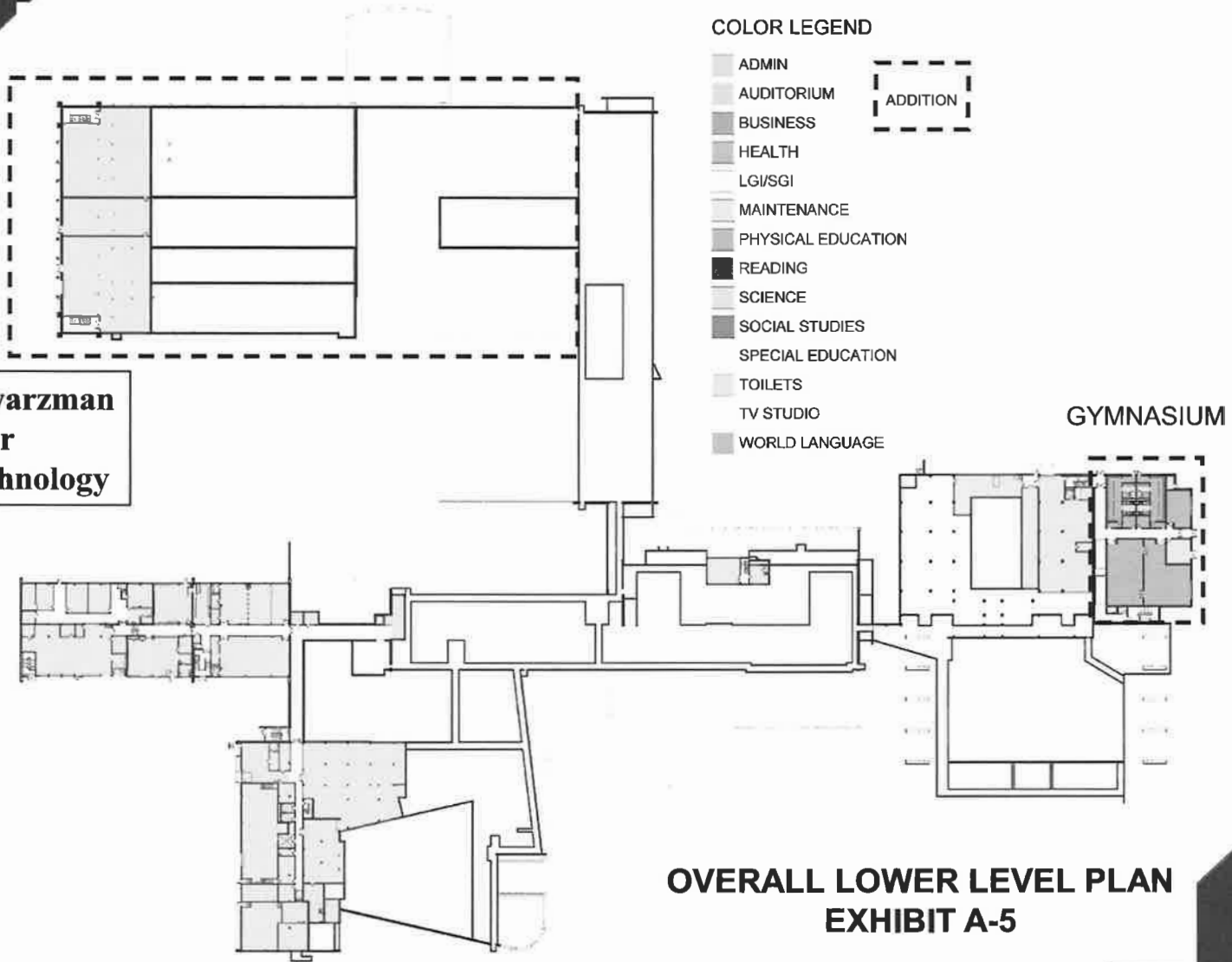
COLOR LEGEND

- ADMIN
 - AUDITORIUM
 - BUSINESS
 - HEALTH
 - LG/SGI
 - MAINTENANCE
 - PHYSICAL EDUCATION
 - READING
 - SCIENCE
 - SOCIAL STUDIES
 - SPECIAL EDUCATION
 - TOILETS
 - TV STUDIO
 - WORLD LANGUAGE
- ADDITION



**OVERALL SECOND FLOOR PLAN
EXHIBIT A-4**





**OVERALL LOWER LEVEL PLAN
EXHIBIT A-5**



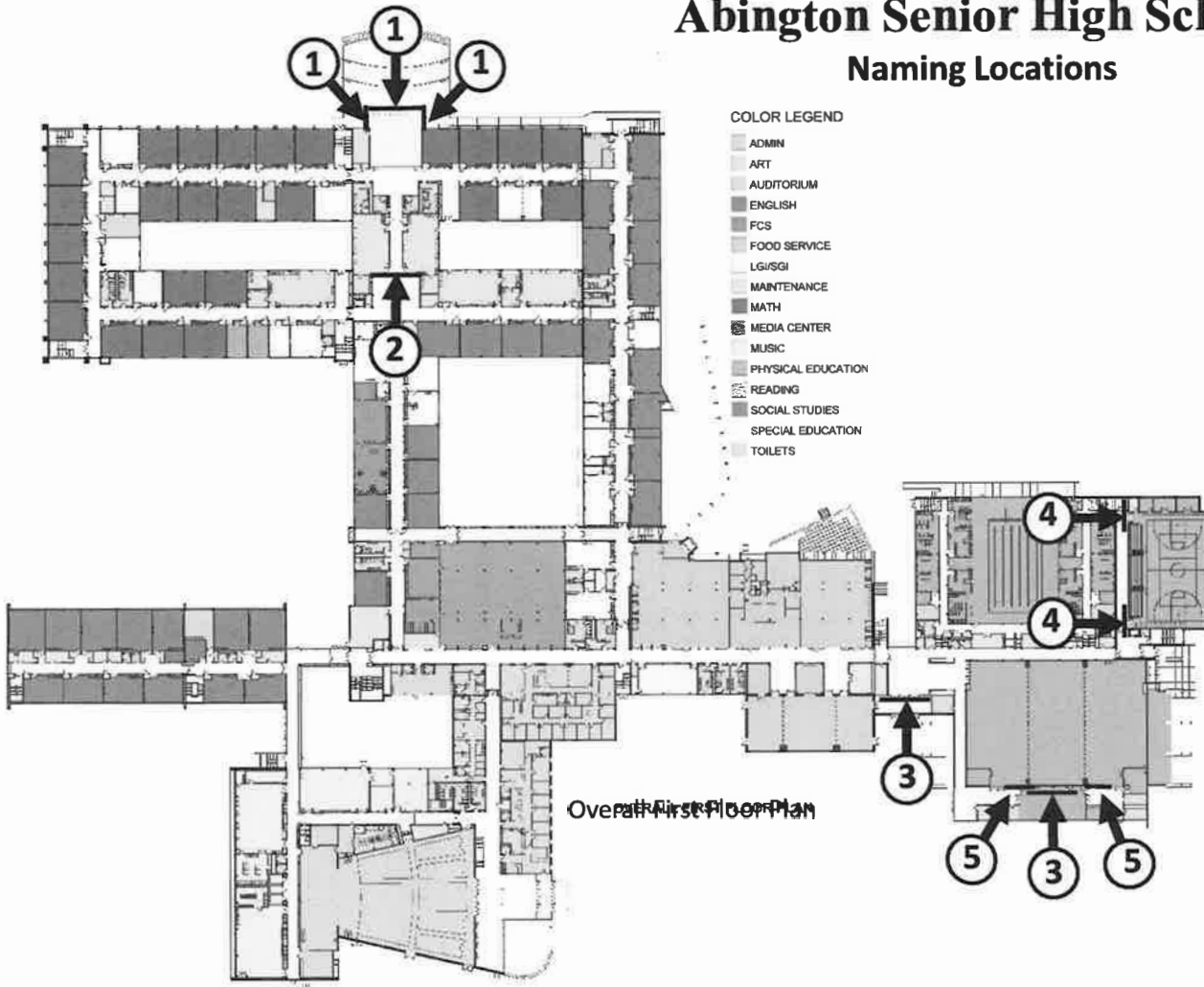
Exhibit B

Abington Senior High School

Naming Locations

Abington Senior High School

Naming Locations

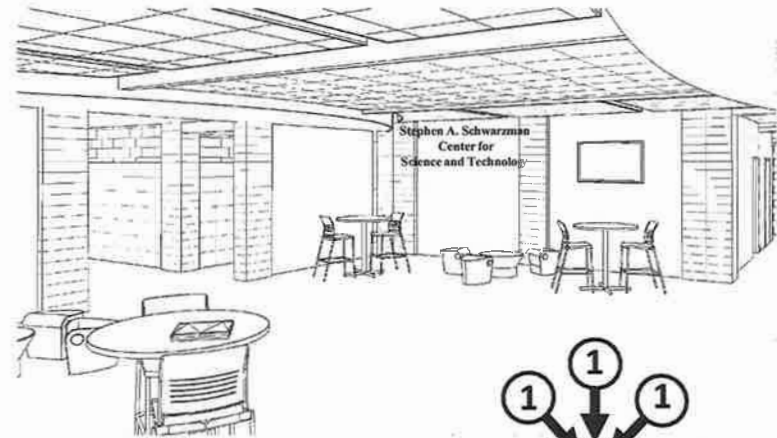


1. **Stephen A. Schwarzman Center for Science and Technology (Exterior)**
2. **Stephen A. Schwarzman Center for Science and Technology (Interior)**
3. **Bobby Bryant Athletic Center (Interior)**
4. **Billy Wilson Gymnasium (Interior)**
5. **Coach Jack Armstrong Athletic Hall of Fame (Interior)**

1. Stephen A. Schwarzman Center for Science and Technology (Exterior) September 2020

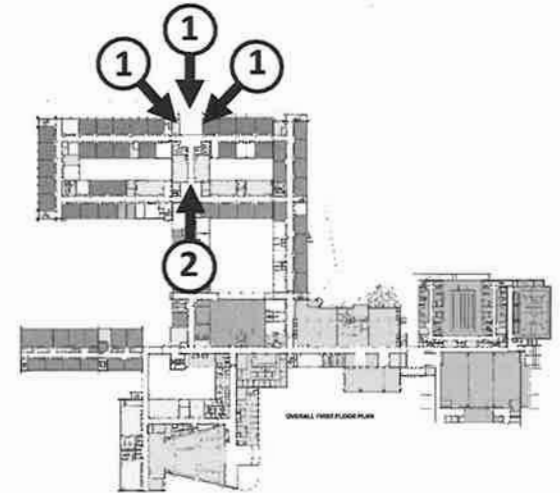


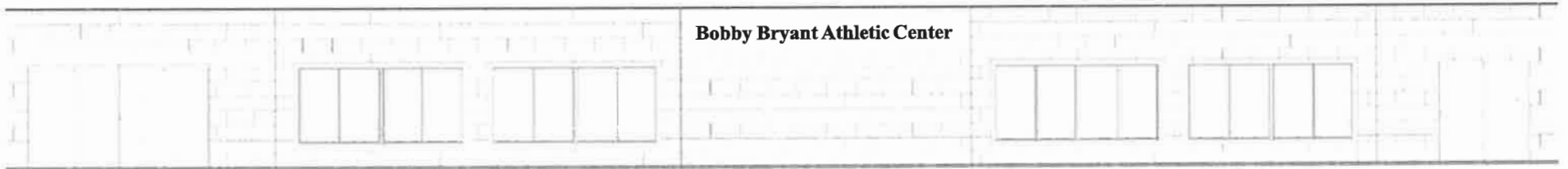
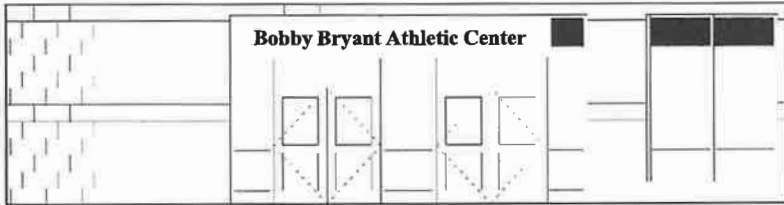
2. Stephen A. Schwarzman Center for Science and Technology (Interior) September 2020



Stephen A. Schwarzman
Center for Science and
Technology

Stephen A. Schwarzman Center for Science and Technology

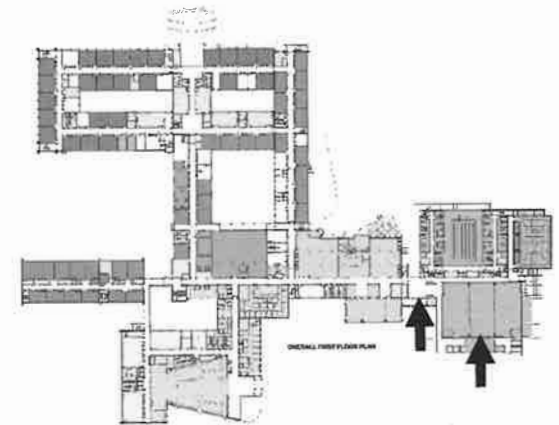


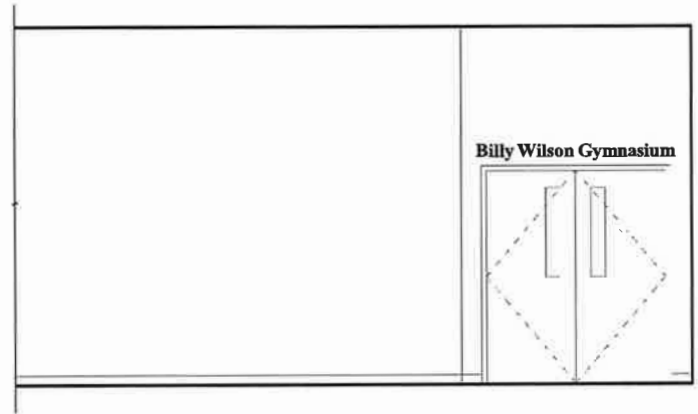
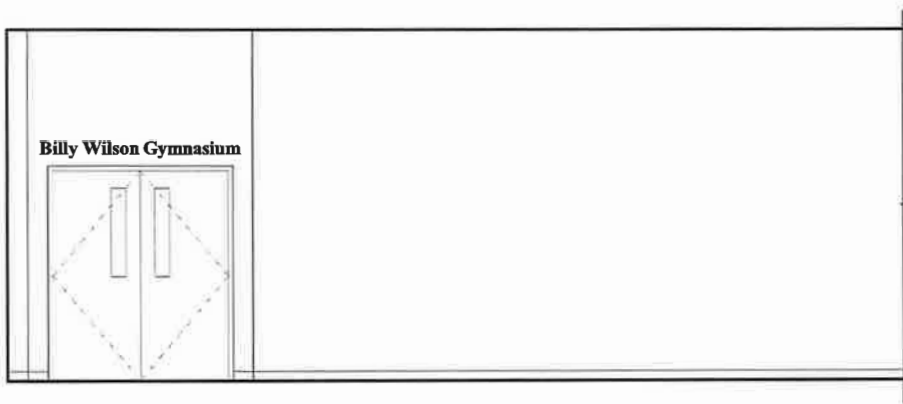


Bobby Bryant Athletic Center

Bobby Bryant Athletic Center

3. Bobby Bryant Athletic Center (Interior)
September 2022

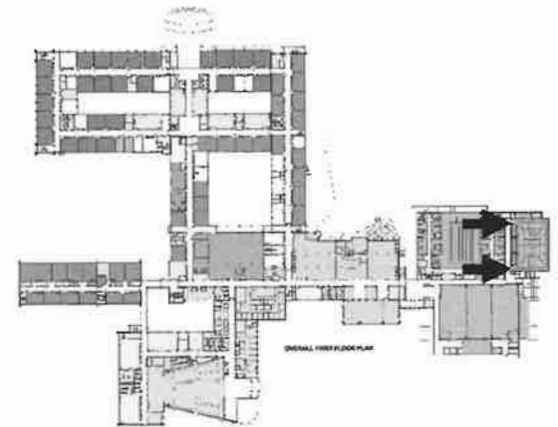


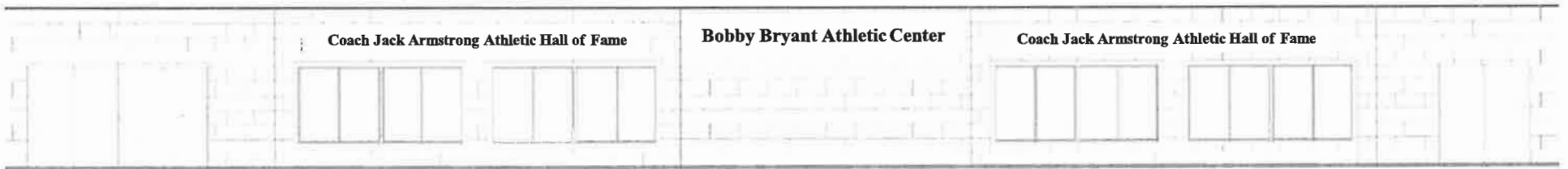


Billy Wilson Gymnasium

Billy Wilson Gymnasium

4. Billy Wilson Gymnasium (Interior)
September 2022





Coach Jack Armstrong Athletic Hall of Fame

Coach Jack Armstrong Athletic Hall of Fame

5. Coach Jack Armstrong Athletic Hall of Fame (Interior)
September 2022

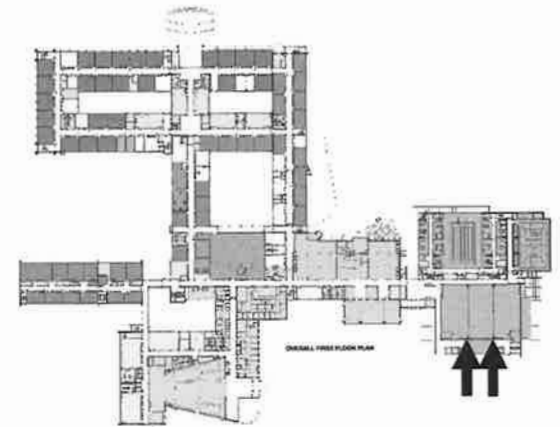


EXHIBIT C

REQUIRED APPROVALS

DEP approval for sanitary
NPDES permitting
Montgomery County Conservation District approval for storm water and erosion
and sedimentation control
Abington Township code review

Estimated Timeline for Approvals and Construction

April 30:
Design completed
Abington Township Code Review
May 30
Construction out to Bid
DEP approval for sanitary
NPDES Permitting
Montgomery County Conservation District approval for storm water and erosion
and sedimentation control

July 24 -- August 14
Award bid

EXHIBIT D

NOTICES

THE GRANTOR	ABINGTON
<p>Stephen A. Schwarzman c/o The Blackstone Group 345 Park Avenue New York, NY 10154</p> <p>With a copy to:</p> <p>Amy Stursberg c/o The Blackstone Group 345 Park Avenue New York, NY 10154 Email: Amy.Stursberg@blackstone.com Fax: 646-455-4473</p> <p>John Magliano c/o The Blackstone Group 345 Park Avenue New York, NY 10154 Email: john.magliano@blackstonesradvisors.com Fax: 646-253-8946</p> <p>and to:</p> <p>Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Fax: 212-455-2502</p>	<p>Mr. Christopher Lionetti, Board Secretary Administration Building 970 Highland Avenue Abington, PA 19001 Email: christopherionetti@abington.k12.pa.us BusinessManager@Abington.k.12.pa.us</p> <p>With a copy to:</p> <p>Dr. Amy Sichel Superintendent of Schools Abington School District Administration Building 970 Highland Avenue Abington, PA 19001 Email: amysichel@abington.k12.pa.us Superintendent@abington.k12.pa.us</p> <p>The Foundation: Kenneth A. Roos, Secretary Wisler Pearlstine, LLP 460 Norristown Road, Suite 110 Blue Bell, PA 19422-2323 Email: kroos@wispearl.com Fax: 610-828-4887</p>

Notices on behalf of a party may be signed, and sent, by an attorney for that party. Any changes to the above communication parties will be made in writing.