

TOLLING AGREEMENT

This Tolling Agreement is made as of this 18th day of April, 2012, by and between STANTEC ARCHITECTURE AND ENGINEERING, LLC, a Pennsylvania professional corporation, and successor in interest to Burt Hill, Inc. and Burt Hill, LLC (hereinafter collectively and individually referred to as "Stantec"), and Centennial School District, a public school district under Pennsylvania law ("CSD").

RECITALS

WHEREAS, CSD and Stantec entered into an Agreement Between Owner and Design Professional dated as of October 23, 2007 (the "Contract") for design and construction administration services in connection with the design and construction of new additions and renovations to the William Tennent High School (the "Project"); and

WHEREAS, CSD has, or may hereafter have, certain claims against Stantec arising from the Contract and the Project, or either of them, in tort or in contract, for loss, cost, expense, or damage, or any other matter, breach, act, error or omission arising under the Contract or arising out of the Project, or for indemnity or contribution on account of claims asserted by third parties, such as the prime construction contractors for the Project, including, without limitation, those which are discussed in Stantec's letters to CSD dated April 20, 2011 and May 17, 2011 and the March 2, 2012 letter from CSD's Special Construction Counsel to Stantec (the "Tolled Claims"); and

WHEREAS, each party has reserved all of its rights and defenses in connection with the Tolled Claims; and

WHEREAS, Stantec and CSD desire to amicably resolve the Tolled Claims and, if possible, avoid litigation expense and inconvenience at this time; and

WHEREAS, Stantec and CSD have agreed to the terms of this Tolling Agreement;

NOW, THEREFORE, in consideration of the terms and conditions of this Tolling Agreement, and with the intention to be legally bound hereby, Stantec and CSD agree as follows:

1. CSD will not file suit or commence an arbitration proceeding against Stantec asserting any of the Tolled Claims, and Stantec will not file suit or commence an arbitration proceeding against CSD concerning any of the Tolled Claims, unless and until this Tolling Agreement is terminated by one of the parties in accordance with paragraph 4.

2. All statutory or contractual periods of limitation, and all other time periods giving rise to any defense, that are applicable to any of the Tolled Claims shall be tolled and not asserted for the period beginning April 20, 2011 and ending thirty (30) days after the notice of termination of this Tolling Agreement by either party pursuant to paragraph 4.

3. In calculating limitations or other relevant time periods after termination of this Tolling Agreement: (a) all time elapsed prior to April 20, 2011 shall be included (unless tolled or excluded for reasons other than this Tolling Agreement); (b) the period beginning April 20, 2011 and ending thirty days after notice of termination under paragraph 4, shall be excluded; and (c) all time elapsed after the expiration of the thirty day period referred to in paragraphs 2, 3(b) and 4 shall be included (unless tolled or excluded for reasons other than this Tolling Agreement).

4. Either party may terminate this Tolling Agreement by delivering written notice of its intention to do so to the other party. The notice shall be delivered by hand delivery, overnight

courier service (such as Federal Express) or by certified mail, return receipt requested, to the parties at these addresses:

(a) if to CSD:

William Gretton
Assistant Superintendent for Operations
Centennial School District
433 Centennial Road
Warminster, PA 18974

with a copy to:

Sam L. Warshawer, Jr.
Venzie, Phillips & Warshawer
2032 Chancellor Street
Philadelphia, Pennsylvania 19103

(b) if to Stantec:

Robert Ray
Stantec Architecture and Engineering, LLC
400 Morgan Center, 101 East Diamond Street
Butler, PA 16001

with a copy to:

The notice shall be effective, and the Tolling Agreement terminated, immediately upon delivery of the notice to the other party, except that the tolling period shall continue for thirty days as provided in paragraphs 2 and 3.

5. This Tolling Agreement shall not be introduced into evidence in any proceeding except to enforce the terms of this Tolling Agreement.

6. No addition, amendment, or modification to this Tolling Agreement shall be effective unless set forth in a writing signed by both parties.

7. The persons signing this Tolling Agreement have full authority to execute it on behalf of the parties.

8. This Tolling Agreement is governed by the laws of Pennsylvania.

9. Nothing in this Tolling Agreement shall waive, limit or impair CSD's right to assert that all of its Tolled Claims are free or otherwise exempt from the bar of any applicable statute or period of limitations under the doctrine of *nullum tempus occurrit regi* ("no time runs against the king").

IN WITNESS WHEREOF, the parties have executed this Tolling Agreement as of the date and year first above written, with the intent to be legally bound.

Attest:

STANTEC ARCHITECTURE AND
ENGINEERING, LLC


(Corporate seal)

By: _____

Print Name and Title: Robert J. Ray, corporate counsel

Attest:

CENTENNIAL SCHOOL DISTRICT

By: _____

Andrew Pollock
Print Name and Title: School Board President

By: _____
Kathleen Miller
School Board Secretary