

## LEASE AGREEMENT

This Lease Agreement is made and entered into this 21st day of February, 1991, by and between THE TOWNSHIP OF CRANBERRY, BUTLER COUNTY, PENNSYLVANIA, a municipal body politic, hereafter referred to as Lessor, and THE CRANBERRY PUBLIC LIBRARY, a non-profit corporation hereafter referred to as Lessee. (All words herein referring to Lessor or to Lessee shall be taken to be of such gender and number as circumstances may require and if the Lessee be more than one person, provisions hereof shall be taken to bind and apply to them jointly and severally.)

### WITNESSETH:

1. LEASED PREMISES: Lessor hereby demises and leases to Lessee and Lessee hereby accepts and hires from Lessor a certain office space ("Leased Premises") consisting of approximately 11,000 square feet of floor space known and designated as Suite 300 of the building known as the Cranberry Township Municipal Building located at 2700 Rochester Road, Mars, Pennsylvania, (the "Building"), for use as library, meeting rooms and office space without furniture and fixture and for no other unapproved purpose.

During the term, Lessee shall also have a non-exclusive license for the benefit of Lessee unless its agents and invitees (a) for access to and from the leased premises through the building (and over other property of Lessor appurtenant thereto); and (b) to use as of portions of the building (and other property of Lessor appurtenant thereto) which may from time to time be reasonably designated by Lessor for use by tenants of the building, including but not limited to, toilet rooms on the floor where the leased premises are located, elevators, and unrestricted parking areas if any. This license shall be subject to such reasonable rules and regulations of the Lessor may establish from time to time.

2. TERM: The term of this lease shall be for the period set forth in this paragraph, unless sooner terminated under the provision hereof.

(A) PRIMARY TERM: The primary term shall be for a term of 99 years to commence at 7:00 a.m. on the 1st day of February, 1991 ("Commencement Date") and shall end at 5:00 p.m. on the 31st day of January, 2090. Lessor shall not be liable for failure to deliver possession on the Commencement Date if the leased premises are not ready for occupancy because of wrongful holding over or for any other cause beyond Lessor's control. If



Lessor does not deliver possession on the Commencement Date, the rent shall abate until possession is tendered. If possession is not tendered to Lessee within fifteen (15) days of the Commencement Date, Lessee shall have the option to cancel this Lease at any time prior to the date that possession is tendered by giving notice of cancellation to Lessor.

(B) SURRENDER AT END OF TERM; WAIVER: Lessee shall immediately surrender possession of the leased premises at the expiration of the term of this lease, or upon its sooner termination. Lessee shall leave the leased premises broom clean and free of debris, and in good order and condition, reasonable wear and tear and damage or other hazard not occurring through the intentional acts or negligence of Lessee, its employees, agents or invitees alone excepted. In addition, Lessee shall deliver to Lessor or its Managing Agent all keys, plastic cards or other entry devices for the leased premises in the building and its appurtenances.

LESSEE WAIVES ALL RIGHT TO ANY NOTICE WHICH MAY BE REQUIRED UNDER ANY LAWS NOW OR HEREAFTER ENACTED AND IN FORCE IN PENNSYLVANIA, INCLUDING THE LANDLORD AND TENANT ACT OF 1951, ACT OF APRIL 6, 1951, AS AMENDED. LESSEE AGREES TO GIVE UP QUIET AND PEACEABLE POSSESSION OF THE LEASED PREMISES AT THE END OF THE TERM OR OF ANY RENEWAL TERM WITHOUT FURTHER NOTICE FROM LESSOR.

(C) HOLDING OVER: Lessee shall not remain in possession of the leased premises after the termination of any term created under this lease without the express written consent of Lessor. If Lessee gives notice of its intention to terminate this Lease at the end of any term created under this Lease and to vacate the leased premises but fails or refuses to vacate the leased premises on the date designated for such removal by its notice, then Lessor may either disregard the Lessee's notice, in which case all the terms and conditions of this Lease shall continue in effect as if such notice had not been given, or Lessor may, at any time within thirty (30) days of expiration of the Lease term involved, give Lessee notice within thirty (30) days of its intention to terminate this Lease and Lessee expressly agrees to vacate the leased premises within the time specified in said notice.

### 3. RENT:

(A) BASIC RENT: Lessee agrees to pay to Lessor at Lessor's address set forth herein (or at such other place as Lessor shall from time to time designate in writing) in lawful money of the United States of America, a gross rental of one (\$1.00) dollar per year, in advance and without notice, demand or setoff, on the first day of each calendar year after commencement of the term hereof and until the expiration of the term hereof.

4. UTILITIES AND SERVICES: All of the following utilities and services shall be supplied by and paid by for the Lessor:

1. Water
2. Sewage
3. Parking
4. Snow Removal
5. Elevator
6. Janitorial Services - Common Areas
7. Exterior Wall Window Washing  
(Inside and Outside)

All of the following utilities and services shall be supplied by and paid for by the Lessee:

1. Electric - separate meter
2. Gas - separate meter
3. Telephone Service
4. Janitorial Services - Leased Area
5. Interior Wall Window Washing
6. Trash Removal - Pro Rata Portion Based on  
Number of Tenants

Any additional utilities or services not to be supplied by Lessor shall be the responsibility of Lessee.

This Lease shall not be affected and there will be no diminution or abate of rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to leased premises from causes beyond Lessor's control nor for any inconvenience arising from repairs or improvements made to the same in or about the leased premises.

5. USE CLAUSE: Lessee shall have unrestricted use of the leased premises for general library, office and educational purposes only. Lessee shall not use the leased premises for any illegal or improper purpose which shall constitute a nuisance nor do or suffer anything to be done in or about the leased premises which will violate any laws, governmental rules, regulations or ordinances or cause an increase in the rate of fire or other insurance or jeopardize the coverage of the same.

6. RULES AND REGULATIONS: Lessee, its employees, agents and invitees, shall comply with all reasonable rules and regulations adopted by Lessor and with such reasonable changes or additions thereto as Lessor may from time to time adopt and submit to Lessee. Failure of Lessee or such other persons to observe and comply with said rules and regulations shall constitute an act of default under this Lease Agreement. The

rules and regulations shall be applied by Lessor in a non-discriminatory manner to all tenants and invitees.

7. LESSEE'S OBLIGATIONS: Lessee shall:

(A) Use in a reasonable manner all utilities for which Lessor is responsible and all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the leased premises so as not to commit waste of the utilities.

(B) Conduct its business in a manner that will not be objectionable to other tenants in the building, including noise, vibration, odor or fumes. In the event Lessor receives complaints from other tenants in the building and determines, in its sole judgment, that Lessee's use and occupancy is objectionable to other tenants, Lessee agrees, upon notice from Lessor, to promptly modify its use so as to eliminate such objection.

(C) Not permit any person on the leased premises, with Lessee's permission, to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure of the building, the leased premises or the facility, equipment or appurtenances thereto or used in common, nor shall Lessee do any such thing.

(D) Not cause liens of any kind (whether for materials, wages, labor services) to be placed against building, lands or leased premises. If any such liens are filed, with or without Lessee's knowledge, Lessee shall immediately, at Lessee's sole cost and expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Lessee shall obtain and file appropriate lien waivers prior to the commencement of any work in the leased premises.

(E) Indemnify and hold Lessor harmless from and against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising out of or in any manner related to the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or negligence of Lessee, its agents, contractors, employees, sub-tenants, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, unnotified from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.

8. MAINTENANCE AND REPAIRS:

(A) BY LESSOR: Lessor shall maintain in good order, condition and repair the building and all of its structural and mechanical elements, including plumbing, air conditioning and electric systems, windows, floors and all other items which constitute a part of the leased premises installed or furnished by Lessor. Lessor shall also be responsible for repairing any damage to the leased premises which is caused by leakage of pipes, windows, roofs or exterior walls or caused by Lessor, its employees, agents or invitees. In addition, Lessor shall be responsible for the maintenance and repair of all common areas of the building and appurtenances, including sidewalks, parking areas and landscaped areas. In no event, however, shall Lessor be responsible for the repair of any damage caused by any act, omission or negligence of Lessee, its employees, agents or invitees.

(B) BY LESSEE: At its sole cost and expense, Lessee shall at all times maintain the leased premises in a neat, clean and orderly condition and repair including the interior surfaces of the ceilings, walls, carpeting, doors and all fixtures, appliances and special facilities installed by or for Lessee. All maintenance and repairs by Lessee shall be made in a first class, workmanlike manner. Lessee shall require its personnel or contractors to comply with all building standards or other reasonable requirements of Lessor.

(C) FAILURE BY LESSEE: In the event that Lessee fails in any material obligation it may have under this paragraph to maintain the leased premises in good order, condition and repair, Lessor may give written notice to Lessee to perform the work which is reasonably required to remedy the situation. If Lessee fails to commence such work within ten (10) days following the receipt of the notice and to diligently prosecute the same to completion, Lessor shall have the right (shall not be obligated or required) to enter the leased premises and to perform such work at the expense of Lessee and such expenses shall be collectible in full by Lessor.

(D) EMERGENCY REPAIRS: Whenever emergency repairs which are the responsibility of Lessor are required to preserve the essential tenantability of the leased premises, the same shall be undertaken by Lessor as soon as reasonably and practically possible.

(E) NON-LIABILITY: Lessor shall not be liable for any injury to or interference with Lessee's business arising from the performance of any repairs, maintenance or improvements in or to the building, the leased premises or to any appurtenances or equipment therein; provided, however, that

Lessor shall perform any such work with due diligence and in a manner so as to minimize interference with Lessee's business.

(F) REPLACEMENTS; RENEWALS: Whenever used in this paragraph the term "repairs" shall include all necessary replacements and renewals.

9. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:

(A) Lessee shall not make alterations, additions or improvements to the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All such alterations, additions and improvements shall be done in a first class workmanlike manner in accordance with building standards and other reasonable requirements of Lessor and in compliance with all governmental ordinances, orders, regulations and permits, and shall not weaken or impair the structure of the building. Such work shall be carried on by responsible contractors. Such contractors will, prior to commencement of work, submit satisfactory proof of insurance coverage to the Lessor, naming Lessor as an additional insured.

(B) Following completion of such alterations, additions or improvements by Lessee, Lessee shall furnish Lessor with current "as built" plans and specifications reflecting such alterations, additions and improvements.

(C) All alterations, additions or improvements made by Lessee shall remain the property of Lessee at the termination of any term created under this Lease and Lessee shall have the right to remove from the premises all shelving, counters and related equipment that Lessee may have placed in or attached to the premises. However, Lessee shall repair any damage caused by such removal.

(D) Notwithstanding the above, and provided that Lessee is not then in default of any of the terms and conditions of this Lease, Lessee shall have the right to remove all trade fixtures and appliances installed by Lessee at the expiration of any term created under this Lease, and Lessee agrees to repair any damages to the leased premises by reason of such removal, except reasonable wear and tear.

10. ACCESS: Lessor hereby reserves the right on behalf of itself, employees and agents to enter the leased premises at all reasonable times for the purposes of inspection, making repairs or improvements, or to exhibit the leased premises to prospective tenants, purchasers, mortgagees, appraisers, insurers, contractors or workmen without liability to Lessee for any loss of quiet enjoyment of the leased premises. When

conveniently possible, Lessor shall give prior notice (oral or written) before any such entry. Lessor shall not abuse the right of access or use it to harass Lessee.

11. INSURANCE:

(A) LESSEE'S INSURANCE: Lessee shall be responsible to provide insurance coverage on Lessee's contents and personal property in and about the leased premises. In addition, Lessee shall, at its own expense, during the term of this Lease, maintain comprehensive general liability insurance covering all occurrences within the leased premises with limits of coverage of not less than \$500,000/\$1,000,000 for bodily injury and \$100,000 for property damage, naming the Lessor and the Lessee as the insureds. Prior to the commencement of the term hereof, Lessee shall provide evidence of its coverage and, at least thirty (30) days prior to the expiration of such coverage, evidence of the renewal thereof, all of which evidence shall be reasonably satisfactory to Lessor. Such insurance shall also contain a provision that the same may not be cancelled without thirty (30) days prior written notice to Lessor by certified or registered mail.

(B) LESSOR'S INSURANCE: Lessor shall provide insurance coverage of the building (exclusive of tenant's leasehold improvements therein) with limits of coverage of not less than 80% of the full insurable value thereof, with a deductible amount thereunder not exceeding \$10,000 per occurrence. Upon request of Lessee, Lessor shall provide evidence of such coverage which coverage shall be reasonably satisfactory to Lessee. In addition, Lessor shall maintain comprehensive general liability insurance covering all occurrences within the common areas and other portions of the building (and other property of Lessor appurtenant thereto) under the control of Lessor during the term hereof or any extension with limits of coverage of not less than \$500,000 per occurrence with a deductible amount thereunder not exceeding \$5,000 per occurrence.

12. FIRE OR OTHER HAZARD:

(A) NOTICE TO LESSOR: Lessee shall notify Lessor of any damage to the leased premises by fire or other hazard and also any dangerous or defective condition within the leased premises immediately upon the occurrence of such fire or other hazard or discovery of such condition. Except as affected by the giving or the failure to give such notice, nothing herein contained shall be deemed to limit or enlarge the respective rights and liabilities of either parties arising from the negligence acts or conduct of the other.

(B) TOTAL DAMAGE: In the event that damage by fire or other hazards shall so extensive as to render the leased premises wholly untenable, the rent shall cease until such time as the leased premises are restored tenantable. Further, in the event of such total damage, Lessor shall, at its expense, provide comparable premises for the Lessee for the unexpired portion of this Lease consistent with all terms and conditions of the Lease. Lessor's obligation to provide the comparable premises shall commence eighteen (18) months after the date the premises shall be destroyed or rendered untenable by fire or other hazard.

(C) PARTIAL DAMAGE: If the leased premises or the building shall be partially damaged by fire or other hazard but not to such extent as to render the leased premises wholly untenable, repairs shall be made by Lessor as soon as reasonably may be done and the rent shall be equitably apportioned according to the areas of the leased premises rendered unusable from the date of such fire or other hazard until the same are restored. In the event that the leased premises have not been substantially repaired within ten (10) days after the occurrence of such fire or other hazard, Lessee may, upon written notice to Lessor, terminate this Lease and thereby be relieved of all obligations hereunder. Such notice shall specify the proposed date of termination which date shall not be less than ten (10) days after the date of such notice. If such repairs are not substantially completed within said ten (10) day period, such notice of termination shall thereupon immediately become legally binding and effective.

13. SIGNS: Lessee's name may be placed on the tenant directory outside of the building, if any, or in the lobby of the same. Lessee shall have the right to erect and maintain upon the improvements and on the land all signs that it deems appropriate to the conduct of its business as approved by the Lessor and as in conformity with the Code of Cranberry Township. Lessor shall not unreasonably withhold such approval. Any sign erected or displayed in violation of this provision shall be removed by Lessee upon three (3) days written notice from Lessor. Failing such removal, Lessor hereby reserves the right to remove such sign at the cost and expense of Lessee and collect the same as additional rent hereunder. Upon the expiration or sooner termination of any term created under this Lease, Lessee hereby agrees to remove all signs erected by Lessee and repair any damage caused thereby and otherwise leave the area of the sign in a neat and clean condition.



14. CONDEMNATION:

(A) In the event that all or part of the leased premises or the building shall be taken by eminent domain or conveyed in lieu thereof (a "taking") which affects parking and access to the leased premises only, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor unless Lessor shall provide reasonably equivalent parking and access on a timely basis.

(B) In the event that all or a substantial part of the leased premises or the building shall be taken by eminent domain or conveyed in lieu thereof (a "taking") so that the leased premises cannot reasonably be used by Lessee for the purpose for which they were leased or which prevents the operation of the building as an integral unit, then and in such event this Lease shall terminate effective as of the date that the condemning authorities shall take possession of the same.

(C) In any event, Lessee waives all claims against Lessor by reason of complete or partial taking of the leased premises; provided, however, that Lessee shall nevertheless be entitled to all rights and damages provided pursuant to the Eminent Domain Code of 1964, as amended. The termination of this Lease shall not affect the rights of the respective parties to any condemnation or its period.

15. LESSEE'S DEFAULT:

(A) EVENTS OF DEFAULT: Any one or more of the following shall constitute an event of default under this Lease:

(1) Failure by Lessee to pay any installment of basic rent, or of any other charge or expense so provided for under this Lease within thirty (30) days from the date the same is due.

(2) Failure by Lessee to comply, perform or observe any covenant or condition of this Lease.

(3) Any removal or attempted removal, without the prior approval of Lessor, of any of Lessee's equipment, appliances or personal property from the leased premises for any reason other than in the normal and usual operation of Lessee's business.

(4) Abandonment of the leased premises as is hereinafter defined in paragraph 20 of this Lease.

(5) An assignment by Lessee for the benefit of creditors or the appointment of a receiver for Lessee by legal proceedings or otherwise.

(6) Institution of bankruptcy proceedings by Lessee, or institution of bankruptcy proceedings against Lessee which are not withdrawn or dismissed within sixty (60) days after the institution of said proceedings.

(B) ACCELERATION OF RENTS; LEASE TERMINATION: In the event that Lessee commits or allows an event of default to occur, the entire rent for the balance of the term shall, at Lessor's option, immediately become due and payable as if by the terms of this Lease they were all payable in advance. In such event, Lessor shall serve upon Lessee written notice of such acceleration. At such time, Lessor may also serve on Lessee written notice as the effective date of termination of the term of this Lease. In such event, Lessee shall have no right to avoid such termination by payment of any sum due and by the performance of any condition, term or covenant broken. Lessee shall, however, thereupon surrender quiet and peaceable possession of the leased premises to Lessor. Notwithstanding any statute, rule of law or decision of any court to the contrary, Lessee shall remain liable, even after termination of this Lease, for basic rent and accelerated rent due or to become due hereunder and for all damages caused by Lessee's breach or breaches of this Lease. Contemporaneously, Lessor may also assert and exercise any of the rights and remedies herein set forth on behalf of Lessor. All of Lessor's remedies herein set forth (although provided by law) shall be cumulative and non-exclusive.

(C) RE-ENTRY; RELETTING: In the event this Lease shall be terminated as aforesaid, the Lessor may, without notice, re-enter the leased premises by aid of legal process and terminate all services. If at any time, the leased premises become abandoned, the Lessor may also proceed in accordance with paragraph 19 of this Lease. Lessor shall use commercially reasonable efforts to attempt to relet the leased premises or any part or parts thereof. Such reletting may, at Lessor's option, be for a term which is less than or exceeds the period which would otherwise have constituted the balance of the term of this Lease, and Lessor may grant concessions or a free rent or make improvements or additions to the leased premises in order to facilitate the reletting of the same, so long as Lessor's actions are commercially reasonable. Lessor shall receive and collect all rents received from such reletting (during the balance of the term of this Lease) and shall first apply such rent against expenses which Lessor may have incurred in recovering possession of the leased premises, placing the same in good order and condition for reletting and such other expenses, including

attorneys fees, and other legal costs which Lessor may have incurred in connection with such repossession, and apply the remaining rentals as credit against all rentals due and owing from Lessee to Lessor. The balance, if any, may be retained by Lessor. No such re-entry by Lessor shall be deemed to be an acceptance of a surrender by Lessee of this Lease or of the leased premises.

(D) ACCEPTANCE OF DELINQUENT RENTALS: Acceptance by Lessor of delinquent rentals hereunder with knowledge of breach by Lessee of any covenant herein or condition broken shall not in and of itself be deemed a waiver of such breach, and any pending eviction proceedings or actions for monetary damages may be prosecuted further by Lessor without prejudice based upon this actual loan.

(E) CONFESSION OF JUDGMENT:

(1) Money Judgment: For value received and upon the occurrence of an event of default hereunder, Lessee does hereby empower any attorney of any court of record within the United States or elsewhere, to appear for Lessee and with or without complaint filed, confess judgment against Lessee and in favor of Lessor, its successors or assigns, for the sum due by reason of said default and the payment of basic rent and other sums, including accelerated rent and for the sum due by reason of any breach of covenant or condition broken by Lessee, with costs of suit and attorney's commission of ten percent (10%) for collection, and forthwith issue writ or writs of execution thereon with the release of all errors and without stay of execution.

(2) Judgment in Ejectment: For value received and upon the occurrence of an event of default hereunder, or upon termination of the term of this Lease and the failure of Lessee to deliver possession to Lessor, Lessee further, at the option of Lessor, authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this Lease, to appear for Lessee and any other person claiming under, by or through Lessee, and confess judgment forthwith against Lessee and such other persons in favor of Lessor in an amicable action of ejectment for the leased premises, with release of all errors. Lessee may forthwith issue a writ or writs of execution for the amount of any judgment and costs, without leave of court, and Lessor may, by legal process, without notice, re-enter and expel Lessee from the leased premises, and also any person holding under Lessee.

16. LESSOR'S DEFAULT: In the event Lessor shall fail to perform or observe any covenant or condition required to be

performed by it under the terms and provisions of this Lease and such failure is not cured within thirty (30) days after written notice thereof by Lessee to Lessor, Lessee may, at its option, terminate this Lease at the end of such thirty (30) day period or invoke any of its other remedies at law or in equity; provided, however, if the Lessor's obligation is of such nature that more than thirty (30) days are required for the performance, then Lessor shall be deemed to have complied with said notice if Lessor shall commence such performance within said thirty (30) day period and thereafter proceed diligently to prosecute the same to completion. Termination of this Lease by Lessee under the foregoing provisions shall not be deemed a waiver by Lessee of any other rights or remedies it may have against Lessor hereunder, at law or in equity, nor shall such termination relieve Lessor of its liability to Lessee for any damages or losses Lessee has suffered by reason of Lessor's failure to perform.

17. PREVAILING PARTY - ATTORNEY'S FEES AND LEGAL COSTS: Where litigation is instituted as between Lessor and Lessee for any cause arising under this Lease or in any manner related hereto, the prevailing party in such litigation shall be entitled to recover, in addition to all of their legal damages, the reasonable expenses of such litigation including attorney's fees and other legal costs.

18. DISSOLUTION: In event of its dissolution, all assets of the Cranberry Public Library will become property of Cranberry Township, Butler County, Pennsylvania.

19. ABANDONMENT:

(A) ACT OF ABANDONMENT: Abandonment of the Leased Premises by Lessee shall constitute an event of default under this Lease. Lessee shall be deemed to have abandoned the leased premises of Lessee if, without the prior consent of Lessor, removes all or substantially all of Lessee's furniture, equipment, appliances and personal property from the leased premises and Lessee is delinquent in the payment of the monthly basic rent due hereunder for more than thirty (30) days.

(B) NOTICE; POSTING: Upon abandonment of the leased premises by Lessee as aforesaid, Lessor shall make a good faith effort to serve written notice on Lessee in accordance with paragraph 30 hereof (to the effect that, unless Lessee immediately cures its default by bringing its rent payments current and by giving Lessor adequate assurance that Lessee is willing and able to perform its obligations under this Lease, Lessor intends to relet the leased premises and take possession thereof and that, if Lessor does so, Lessor may dispose of any remaining furniture, equipment, appliances and personal property

of Lessee); and shall also post the leased premises with such notice. Both actions may be taken concurrently by Lessor.

(C) RE-ENTRY: At any time more than five (5) business days after the giving of the aforesaid notice to Lessee and the posting of the leased premises (whichever shall later occur), Lessor may re-enter the leased premises and retake possession of the same on behalf of Lessee (such action by Lessor, however, shall not be deemed or construed to be an acceptance of surrender of possession of the leased premises by Lessee unless otherwise stated in Lessor's notice to Lessee).

(D) SALE OF GOODS: Further, in the event of Lessor's re-entry into the leased premises as aforesaid, Lessor may take possession of any such furniture, equipment, appliances and personal property of Lessee in and about the leased premises and, ten (10) days or more after said re-entry, Lessor may sell or dispose of the same in a commercially reasonable manner; provided, however, that, if, prior to such sale or disposal, Lessee requests return of such property and simultaneously pays all delinquent rents and all of Lessor's reasonable expenses (including attorney's fees and other legal costs) arising out of Lessee's abandonment, then Lessor shall return Lessee's property to Lessee. Proceeds received from any sale of Lessee's property by Lessor shall be applied as a credit against any delinquent rentals and expenses (including reasonable attorney's fees and other legal costs). The balance, if any, shall be remitted to Lessee.

(E) OTHER REMEDIES: Nothing herein set forth shall preclude Lessor from pursuing any other remedies available to Lessor under this Lease or applicable law.

(F) RELEASE OF LESSOR: FOR VALUE RECEIVED AND WITH INTENT TO BE LEGALLY BOUND BY THESE PRESENT, LESSEE DOES HEREBY RELEASE AND DISCHARGE LESSOR AND ITS MANAGING AGENT, IF ANY, FROM ANY AND ALL LIABILITY AND FROM ALL CLAIMS, DEMANDS AND SUITS OR CAUSES OF ACTION IN LAW OR EQUITY ARISING OUT OF OR IN ANY MANNER RELATED TO ANY ACTION TAKEN BY LESSOR PURSUANT TO THIS ABANDONMENT.

20. EXCULPATION: Lessor shall not be liable for any injury or damage to any property at any time of the leased premises from any cause whatsoever (including but not limited to water, rain, snow or ice which may leak into or issue from the leased premises from pipes or plumbing or the same) excepting any injury or damage resulting from the negligent, willful or illegal conduct of Lessor, its employees, agents or invitees.

21. QUIET ENJOYMENT: Lessor represents and warrants that it is the true and lawful owner of the leased premises or is

lawfully empowered to enter into this Lease and that so long as Lessee shall perform all of Lessee's covenants and obligations hereunder, Lessee shall have and enjoy quiet and peaceable possession of the leased premises.

22. SUBORDINATION: This Lease and any extensions of the term hereof shall be subject and subordinate to the liens of all present or future mortgages which affect the land, building and leased premises and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative, but in any event Lessee hereby agrees to promptly execute and deliver any estoppel certificate for other assurances that Lessor may request in furtherance hereof; provided, however, that in the event of foreclosure of any such mortgage or modification, Lessee shall attorn to the purchaser in foreclosure who shall be named in any deed in lieu of foreclosure and shall recognize such purchaser as a Lessor under this Lease; and provided, further, that so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect.

23. WAIVER OF SUBROGATION: Neither Lessor nor Lessee shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent that either party shall be reimbursed or has the right to be reimbursed out of insurance carried by Lessor or by Lessee, as the case may be, with respect to such loss, damage, injury or death.

24. WAIVER OF NON-PERFORMANCE: Failure by either Lessor or Lessee to exercise any of their respective rights hereunder upon non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall the defective performance or waiver of non-performance of any such condition, covenant or provision by the other party be construed as a waiver of the rights of the non-defaulting party as to any subsequent defective performance or non-performance hereunder.

25. ENTIRE CONTRACT: This Lease Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior agreements relating to the subject matter hereof, written or oral, are nullified and superseded hereby, and neither party shall have the further rights or obligations under such superseded agreements.

26. AMENDMENT, MODIFICATIONS: No amendment, modification, or alteration of the terms hereof shall be binding upon Lessor or Lessee unless the same be reduced to writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

27. APPLICABLE LAW: It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation and negotiation of the same.

28. SEVERABILITY: If any particular term, covenant or provision of this Lease Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect.

29. NOTICES: All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party at the following address:

Lessor: Township of Cranberry  
2700 Rochester Road  
Mars, PA 16046

Lessee: Cranberry Public Library  
2700 Rochester Road  
Mars, PA 16046

provided, however, that either party hereto may change his address for such purposes from time to time by giving written notice of such change of address to the other party.

If notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed", service shall be deemed to have been given on the first business day following the date of mailing of the same. Lessor shall be under no duty to post the leased premises except as otherwise specifically provided herein.

30. LESSEE'S UNDERSTANDING: LESSEE ACKNOWLEDGES THAT LESSEE UNDERSTANDS THE CONFESSIONS OF JUDGMENT AUTHORIZED IN PARAGRAPH 16 OF THIS LEASE; THAT THIS TRANSACTION IS COMMERCIAL IN NATURE; AND THAT LESSEE WAIVES ANY RIGHT TO A HEARING OR TRIAL IN COURT WHICH WOULD OTHERWISE BE REQUIRED BY LAW AS A CONDITION PRECEDENT TO LESSOR'S OBTAINING THE JUDGMENTS AUTHORIZED IN PARAGRAPH 16.

31. PARTIES BOUND: This Lease shall not be binding upon Lessor unless and until the same shall have been signed by Lessor and delivered by Lessor to Lessee. After this Lease shall have been fully signed by all parties and delivered by Lessor to Lessee, however, the same shall be binding upon and inure to the benefit of the parties hereto and their respective heirs,

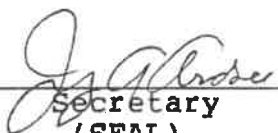
executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

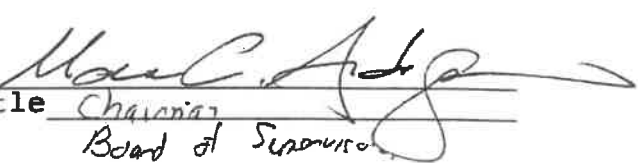
IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as to the day and year first above written.

Lessor:

ATTEST:

TOWNSHIP OF CRANBERRY

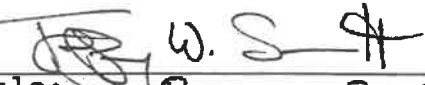
  
\_\_\_\_\_  
Secretary  
(SEAL)

By   
Title Chairman  
Board of Supervisors

Lessee:

CRANBERRY PUBLIC LIBRARY

\_\_\_\_\_  
Witness

By   
Title: PRESIDENT, BOARD OF DIRECTORS  
CRANBERRY PUBLIC LIBRARY