

LEASE AGREEMENT

This Lease Agreement is made and entered into this 13th day of JULY, 2011, by and between CITY OF JEANNETTE (hereinafter referred to as "Lessor"),

AND

JEANNETTE PUBLIC LIBRARY ASSOCIATION (hereinafter referred to as "Tenant").

WITNESSETH:

1. For and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of Tenant, its successors and assigns, to be paid, kept and performed, Lessor has demised and leased, and by these presents does demise and lease unto Tenant, and Tenant does hereby take and hire the following described premises (hereinafter sometimes called the "premises" or the "demised premises"): four (4) certain lots or pieces of ground situate in the City of Jeannette, County of Westmoreland and Commonwealth of Pennsylvania, known as Lot Nos. 120, 122, 124, and 126, located on the northeast corner of Sixth Street and Magee Avenue, and the building erected thereon; Tax Map #14-01-16-0-087.

2. To have and to hold the demised premises for and during the term of thirty (30) years commencing May 1, 2011 and ending April 30, 2041 for a total rent of \$1.00 per annum. The Tenant agrees, in addition to the annual rental payment as aforementioned, to pay any/all utility and other costs in connection with the use of the above described property.

3. Lessor shall maintain access to the premises with surfaces such that they are readily and easily passable by the public.

4. Tenant covenants and agrees to be responsible during the term of the lease for the internal and external maintenance of the building situate on the lots described above, and for the maintenance and repairs created by the Tenant's general use of the premises.

5. Tenant shall have full use of the building for the primary purpose of housing a public library for the benefit of the City of Jeannette and surrounding communities as well as the exclusive right to sublet any portion of the leased premises, which is not required for the primary purpose of the public library.

6. Tenant further agrees to perform, fully obey and comply with all ordinances, regulation and laws of all public authorities, boards and officers relating to said premises or the improvements thereof or to the use thereof, and further not to use or occupy or suffer or permit any person or body to use or occupy the premises or any part thereof for any purpose or use in violation

of any law, statute or ordinance, whether federal, state or municipal, during the term of said Lease of any renewal thereof.

7. The Lessor hereby grants to the Tenant the right to internal structural changes and to remodel said building to accomplish the purpose providing a public facility as set forth herein, provided that the Tenant agrees to bear the cost solely and exclusively for any alterations, additions, or remodeling as additional consideration herein.

8. It is hereby understood and agreed that any and all trade fixtures, equipment, machinery and property of Tenant that is installed on the premises by Tenant shall continue to be the property of Tenant and may be removed by Tenant any time during this Lease or the expiration or other termination hereof. Tenant shall repair any damage caused by the removal of said trade fixtures, equipment and machinery.

9. It is hereby understood and agreed that Tenant shall not be considered in default under this Lease or as having breached any term, provision, condition, covenant or agreement of or under this Lease unless and until Lessor shall have first given Tenant notice in writing by registered or certified mail of such alleged default, breach or violation, and Tenant has failed to correct the same within a period of thirty (30) days from receipt of such notice. All rights and remedies given to Lessor hereunder shall be ineffective and shall not be used or exercised by Lessor until Tenant has failed to correct the alleged breach, default or violation within the aforesaid thirty (30) day period.

10. It is further herein agreed that if the premises at any time be deserted or improperly closed, Lessor may enter by force, without liability to prosecution or action therefore, and may distrain for rent and also re-let the premises for any unexpired portion of the term and receive the rent therefore and apply it on this Lease.

11. All rights, remedies, liabilities, covenants, conditions and agreements herein given to and imposed upon the successors and assigns of Lessor and Tenant, insofar as this Lease and the term created, are assignable by the terms hereof.

12. Tenant shall, as a condition of this Lease and during the entire term thereof, carry public liability insurance with an approved company. The policy of insurance shall name Lessor as well as Tenant, as the insured, as their interests may appear.

13. Tenant agrees that during the term hereof they shall carry insurance against loss or damage by fire or other casualty upon any property or equipment in or upon the demised premises including the structure. Such insurance shall contain a clause whereby the insurer waives its right of subrogation against Lessor.

14. Tenant shall indemnify, hold harmless and defend Lessor from and against any and all (i) costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any of the agreements, terms, covenants or conditions of this Lease

required to be performed by Tenant, (ii) any failure by Tenant to comply with any statutes, ordinances, regulations or orders of any governmental authority, or (iii) any accident, death or personal injury, or damage to or loss of property which shall occur in or about the premises.

15. The Lessor hereby grants and/or warrants to the Tenant, upon a forty-five (45) day Notice of Intent, the option to purchase the above described premises for the sum of One (\$1.00) Dollar, provided, however that said option shall not take effect until the Tenant has satisfied and fulfilled any/all existing obligations.

16. Lessor and Tenant agree that this lease and option have been granted and conveyed to the Tenant with the understating that the building will be used primarily for a library facility. In the event that the primary use of the building described herein ceases to be used and maintained as a library, then all right, title, and/or interest to the within described premises shall revert back to the Lessor and any said option shall be terminated.

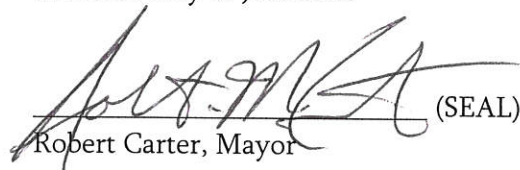
17. In the event of any dispute between the parties hereto arising from or related to this Lease, the prevailing party in such a dispute shall be entitled to an award of reasonable attorney's fees, in addition to any other remedy the prevailing party is entitled.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals the day and year first above written.

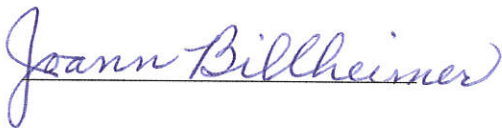
ATTEST:


Michael G. Minter

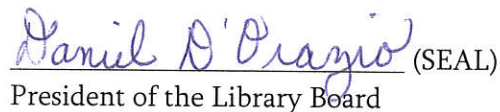
LESSOR: City of Jeannette


Robert Carter, Mayor (SEAL)

ATTEST:


Joann Billheimer

TENANT: Jeannette Public Library Association


Daniel D'Orazio (SEAL)
President of the Library Board