MONTH-TO-MONTH LEASE AGREEMENT

THIS LEASE AGREEMENT made and executed this 1st day of December, 2014, by and between., **AIRY DEVELOPMENT ASSOCIATES**, c/o Rainaldi Real Estate, Inc., 205 St. Paul Street - Suite 200, Rochester, New York, 14604 called "Landlord" and **Fairport Public Library**, with offices at 1 Village Landing, Fairport NY 14450, hereinafter referred to as "Tenant."

NOW THEREFORE, in consideration of the rental herein reserved and of the covenants, conditions, agreements and stipulations hereinafter expressed, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that part of Landlord's building located at Fairport Village Landing (the "Development"), which is designated **Suites 20A/20B/20C,** together with the right to use in common with other tenants thereof the parking area, common driveways and common areas as shown on said plan, subject, however, to the reasonable rules and regulations now and hereafter adopted by Landlord. Said plan is attached hereto for the sole purpose of designating the size of said space and the approximate size and location of the parking areas and shall not be deemed a representation by Landlord of any other facts disclosed thereby. Landlord reserves the right to make alterations or additions to the Demised Premises and to add buildings elsewhere in the Development. Said space, hereinafter referred to as the "Demised Premises" consists of approximately **3,443 SF** square feet.

2. COMMENCEMENT AND TERM

The lease term shall be Nine (9) calendar months (the "Term") commencing on **December 1, 2014** (the "Commencement Date"), and thereafter renewing automatically on a month-to-month basis upon the first day of each successive calendar month, unless terminated by either party pursuant to the terms of this Agreement.

3. RENT SCHEDULE

During the Term and any extension thereof, Tenant shall pay to Landlord Rent of $4.50/SF, plus utilities. Payment for any partial month shall be prorated at the abovestated rental rate based upon the number of days that Tenant is in possession.

Tenant covenants to pay to Landlord or Landlord's designated agent at its office, or at a place and in a manner otherwise designated by Landlord, as rent for said Demised Premises during the lease term the monthly rental rate as stated in the Rent Schedule, payable in advance, in equal, successive monthly installments as stated in the Rent Schedule, on the first of each and every month, without demand and without offset or

deduction. Rentals received after the fifth (5th) day of the month will be subject to penalty of 5%, as an addition to the rental for that month.

Following the expiration of the Term, either party may terminate this lease upon at least 30 days prior written notice to the other, with termination to be effective on the last day of the first full calendar month following the date that such notice was given to the receiving party.

4. COMMON AREAS

(a) Common areas and facilities furnished by Landlord shall include parking areas, access driveways, mall areas and other such areas and facilities as may be furnished by Landlord and designated for the benefit of the Tenants in the Development, all of which areas and facilities shall be subject to exclusive control of management by landlord. Landlord shall have right from time to time to establish, modify and enforce all reasonable rules and regulations in respect to such areas and facilities and use thereof.

b) All of such areas and facilities shall be operated and maintained by Landlord in a manner deemed reasonable and appropriate by Landlord for the best interest of Tenant in the Development.

5. USE OF PREMISES

(a) The Tenant shall use the entire Demised Premises only for the purpose of: satellite library services.

(b) Tenant represents and warrants that, except in compliance with the laws, rules and regulations and in the ordinary course of Tenant=s operations as provided herein, no handling, transportation, storage or usage of hazardous or toxic substances will occur on the Demised Premises or the Property as a result of Tenant=s use and occupancy of the Demised Premises. Tenant shall comply with all applicable, laws, rules and regulations of all governmental authorities relating to environmental matters, hazardous wastes/substances, the discharge or use of petroleum products, and similar matters in the use and occupancy of the Demised Premises under this Lease. Tenant agrees to indemnify, defend, and hold Landlord and its officers, partners, members, employees and agents harmless from any claims, judgments, damages, fines, penalties, cots, liability or losses, including attorney=s fees, consultant=s fees and expert=s fees which arise during or after the term in connection wit the presence of hazardous waste/substances or petroleum products at the Property or Demised Premises as the result of Tenant=s breach of the foregoing representations.

(c) Tenant will not conduct any auction, fire, bankruptcy or closeout sales, or utilize any unethical method of business operation; provided, however, that this provision shall not preclude the conduct of periodic seasonal, promotional or clearance sales; will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Demised Premises; will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of

the Demised Premises; will not cause or permit objectionable odors to emanate or be dispelled from the Demised Premises; and will not load or unload or permit the loading or unloading of merchandise, supplies or other property outside the area designated therefore; and will not permit parking or standing, outside the said area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading.

(d) Tenant will not paint or decorate any part of the exterior of the Demised Premises, or change the architectural treatment thereof, or paint or otherwise decorate in a permanent or semi-permanent manner any part of the interior of the Demised Premises which shall be visible from the exterior thereof, without first obtaining the Landlord's written approval of such painting or decoration; and Tenant will remove promptly upon order of Landlord any paint or any such decoration which has been applied to or installed upon the Demised Premises without Landlord's prior written approval, or take such other actions with reference thereto as Landlord may direct.

(e) Tenant will keep the inside of all glass in the doors and windows of the Demised Premises clean; will replace promptly at its own expense with glass of like kind and quality any plate glass or window glass on the Demised Premises which may become cracked or broken, by tenant or it=s guest, unless by fire; will not place or maintain any merchandise or other articles in the vestibule or entry of the Demised Premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof; will not permit undue accumulation of garbage, trash, rubbish and other refuse, and will keep such refuse in proper containers on the interior of the Demised Premises until called for to be removed; will comply with all laws and ordinances are all valid rules and regulations of the government of the United States, the State of New York and the County of Monroe, or any agency thereof, and the County of Monroe, or any agency thereof, and all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Demised Premises by tenant; will not receive or ship articles of any kind except through the rear of the Demised Premises whenever possible; will not park and will require its employees to refrain from parking, any vehicle on Landlord's land except in such places as may be designated by Landlord for the use of Tenant and its employees; and will conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of business operation.

(f) Tenant will not place or suffer to be placed or maintained on the exterior of the Demised Premises any sign, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises without first obtaining Landlord's written approval thereof, which shall not be unreasonably withheld; and Tenant will maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

6. REPAIRS

The Tenant shall take good care of the Demised Premises and shall make all necessary non-structural repairs to the interior thereof except for repairs of damage resulting from causes outside of the Demised Premises, e.g. leaks or overflows in neighboring space. Landlord shall maintain, repair or replace all HVAC, plumbing and

electrical fixtures and circuitry (other than fixtures installed by the Tenant) and shall promptly repair all roof leaks. Landlord shall maintain and repair the common areas of the building including hallways, entry, vestibule, bathrooms, and the exterior of the building including the parking lot and landscaping at the Landlord's expense. Upon the expiration or at the termination of this lease, the Tenant shall surrender the Demised Premises to the Landlord in as good condition as at the commencement of the term, ordinary wear and tear excepted. Tenant is prohibited from making any structural improvements, alterations or additions to the Demised Premises without first obtaining the written approval therefore from the Landlord, and all such improvements, alterations or additions made by the Tenant shall be the property of the Landlord, at no expense to the Landlord, and shall remain upon and be surrendered with the Demised Premises, as part thereof, at the expiration or termination of this lease. In the event that any mechanics' lien is filed against the Demised Premises as a result of any repairs, improvements, alterations or additions made by the Tenant, the Landlord, at its option, after ten (10) days written notice to the Tenant, may terminate this lease and/or may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the total expense incurred by the Landlord in discharging the said lien as additional rent hereunder on the first day of the next month following such payment by Landlord. Landlord shall have the right to install and maintain in the Demised Premises all utility lines and electric wiring and all other appliances necessary for the operation of the balance of the building of which the Demised Premises form a part, and shall have access to the Demised Premises at all reasonable times after prior reasonable notice to Tenant, and in cases of emergency at any time without prior notice, for the purpose of examining same or of making such repairs or changes as the Landlord may deem necessary. No claim shall be made by, or compensation paid to the Tenant by the Landlord by reason of inconvenience, annoyance, loss or damage arising from the necessity of making such repairs, however the necessity may occur, nor shall there be any abatement in rent during such period of time. Landlord shall take reasonable steps to perform its rights and obligations hereunder without unnecessary or unreasonable interference to Tenant's business.

7. UTILITIES

All light, heat, and power charges shall be paid for by the Tenant. In the event that the charges for such utilities are measured by a meter serving more than one unit or that the charges are assessed against more than one unit, Tenant agrees to pay its pro rata share of such charges based on the proportion that its total square footage bears to the entire square footage so charged.

8. SIGNS

Tenant agrees to furnish, install and maintain only such signs advertising his business or products as shall be approved by Landlord in writing. Upon receipt of said approval from Landlord, Tenant shall obtain all necessary permits from municipal authorities for the erection and maintenance of signs.

Tenant must submit drawing size, material, method for mounting, style and color of proposed sign. Tenant shall be responsible for the cost of maintenance and repair of signs.

9. MAINTENANCE

The Tenant, at its own expense shall keep the inside of the Demised Premises clean, and will remove excess garbage, excelsior, straw and other refuse from the Demised Premises, and shall not obstruct any sidewalk adjacent to the Demised Premises. Tenant shall not burn any rubbish of any description upon the said Demised Premises. No goods, wares or merchandise shall be displayed and/or sold outside of the building and Demised Premises herein leases except with the express written consent of the Landlord. In all cleaning operations by the Tenant all trash and sweeping shall be deposited by the Tenant in Tenant's containers maintained by the Tenant for that purpose and brought to the trash pick-up area only on those days designated by the Landlord.

10. EMPLOYEE PARKING - RECEIVING

Tenant shall require its employees to use employee parking lot as designated by the Landlord for the parking of employee's cars. Tenant agrees that all receiving and delivery of goods and merchandise and removal of refuse shall be made by way of the loading areas or rear entrances designated for the Tenant's use. Receiving or delivering through the front door shall only be upon such terms and hours as may be deemed reasonable at the sole discretion of the Landlord.

11. CASUALTY

If the Demised Premises shall be damaged by fire or other causes, but are not wholly untenantable, the damage shall be repaired by the Landlord upon receipt of the insurance proceeds, and at its own expense. In such event, this lease shall not terminate, but shall remain in full force and effect, but the rent shall be apportioned according to the part of the Demised Premises usable by Tenant to conduct its business. Due allowances shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond Landlord's control. If, however, the Demised Premises are rendered wholly untenantable by fire or other causes, and the Landlord does not intend to rebuild the same, or if the building of which the Demised Premises are a part shall be so damaged or not, that Landlord determines to demolish or rebuild the building, then in any of such events the Landlord may within ninety days after such damage or destruction, give Tenant notice of its decision, and thereupon this Lease shall terminate three days after such notice is given and the Tenant shall immediately vacate the Demised Premises and surrender the same to the Landlord, paying the rent to the time said Demised Premises were wholly untenantable, to the time said Demised Premises are surrendered to Landlord. If, however, within said ninety days Landlord shall notify Tenant that it intends to repair and rebuild the Demised Premises, then this Lease shall not terminate but shall remain in full force and effect, except that the rent shall abate

while said Demised Premises are wholly untenantable, but shall commence again when the Demised Premises are restored and ready for occupancy.

12. EMINENT DOMAIN

(a) If the fee of the entire Demised Premises and the land underlying the same is condemned or appropriated by any apparent competent authority, then and in that event the term of this lease shall cease and terminate on the date possession is given to the condemning authority unless an earlier date is set by Landlord. If the fee of a substantial part but less than all of the Demised Premises and the land underlying the same is so condemned or appropriated and if the remainder of the Demised Premises can reasonably be used for substantially the same purposes and in substantially the same manner, except for the amount of floor space, as the Demised Premises prior to such condemnation or appropriation, then this lease shall continue in full force without change, with respect to the remaining portion of the Demised Premises, except that the fixed minimum rent shall be equitably adjusted. The foregoing not withstanding the Landlord at its option may notify Tenant of its desire to terminate this lease, such termination to be effective on date set by Landlord. If this lease shall so continue, the Landlord shall, at its own cost and expense, with reasonable promptness, repair and/or rebuild the remaining portion of the Demised Premises. Provided, however, that the Landlord shall in no event be required to expend for such work an amount in excess of the amount of money received by said Landlord for the taking of the portion of the Demised Premises condemned. The amount of money received by Landlord shall mean that part of the award in condemnation which is free and clear to Landlord of any demand by mortgagee, mortgagees or other secured parties for the value of the diminished fee. If, during the performance of any such work, the business of the Tenant is substantially interrupted, the fixed minimum rent shall be equitably adjusted until such work is completed. If the part of the Demised Premises not condemned cannot be used for substantially the same purposes and in substantially the same manner, except for the amount of space, as the Demised Premises prior to such condemnation, the Landlord and the Tenant shall each have the option to terminate this lease by written notice to the other within ninety (90) days after the date of taking. If any such notice be given, the lease shall terminate at the end of the month in which occurs the 30th day after the giving of such notice. The foregoing notwithstanding the Landlord, at its option, may notify Tenant of its desire to terminate this lease, such termination to be effective on date set by Landlord.

(b) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving the right or claim to any part thereof; provided, however, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in the loss or removal of Tenant's merchandise, furniture, fixtures and such leasehold improvements and equipment to which title has not vested in Landlord pursuant to the terms of this lease.

(c) In the event of any termination of the lease under this provision, the fixed minimum rental and the minimum gross sales base for percentage rent purposes shall be pro-rated to the date of vacation of the Demised Premises.

(d) Tenant agrees to promptly execute any and all instruments as may be required to effectuate the provisions of this section.

13. FIRE INSURANCE

(a) Landlord shall carry fire insurance protecting the entire Development in an amount which it may deem adequate, and Tenant agrees not to use or allow on the said Demised Premises anything to invalidate said insurance policy or which will cause an increase in the rate thereof, and Tenant agrees to pay on demand any such increase.

(b) The Tenant shall be liable for any damage to the building or property therein not covered by Landlord's fire and extended casualty insurance which may be caused by his act or negligence or the acts of his agents, employees or customers and the Landlord may, at its option, repair such damage and cure any other default of the Tenant and the Tenant shall thereupon reimburse and compensate the landlord as additional rent within five (5) days after rendition of a statement by the Landlord for the actual cost of such repair and damage or cost of curing other defaults. The Tenant hereby indemnifies and agrees to hold the Landlord harmless and free from damages sustained by persons or property and against all claims of third persons for damages arising out of the Tenant's use of the Demised Premises and for all expenses and attorneys' fees incurred in connection therewith.

14. PLATE GLASS AND PUBLIC LIABILITY INSURANCE

Tenant shall also carry, at its own expense, public liability insurance with coverage of at least $1,000,000 and $2,000,000 aggregate for the benefit of both Landlord and Tenant and shall name Landlord and Rainaldi Real Estate, Inc. as additional insured on the policy. Copies of the above policies shall be delivered to the Landlord and shall contain an endorsement by the company agreeing to give the Landlord thirty (30) days written notice before canceling the coverage for any reason. Should the Tenant fail to pay the premium on said policies, Landlord may pay the same and charge the cost thereof to the Tenant as additional rental on the next rental payment date.

15. ORDINANCES

The Tenant shall comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities, and with any direction of any public officer and officers, pursuant to law, which shall impose any duty upon them with respect to the Demised Premises, or the use or occupation thereof, and shall promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fires, at Tenant's own cost and expense. There shall be no abatement of rent for any period of untenantability caused by the imposition of such laws, orders, rules or regulations, by such authorities, providing it is the obligation of the Tenant to comply with same. Tenant further agrees not to permit any objectionable noise or

anything tending to create a nuisance or to disturb other tenants or occupants of neighboring property, nor permit any offensive odor to be emitted, nor to conduct or allow upon said Demised Premises any business which is contrary to law.

16. SUBORDINATION

This Lease is subject to all mortgages or trust deeds that may now or hereafter affect the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, the Tenant shall execute promptly any certificate that the Landlord shall request at no expense to Landlord. Tenant shall execute and deliver whatever instruments may be required for such purpose, and failing to do so within ten (10) days after demand in writing does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so.

17. ASSIGNMENT OR SUBLEASE

The Tenant shall not assign or encumber this agreement without written consent of the Landlord and any mortgagee having a lien on the Demised Premises. The Tenant shall not underlet, license to use or permit the Demised Premises or any part thereof to be used by other, without the written consent of the Landlord, which shall not be unreasonably withheld, in each and every instance

18. TAXES

Tenant, at its own expense, covenants and agrees to pay when due in the first instance to the proper governmental agency or department all real estate taxes, assessments or abatements, extraordinary as well as ordinary, as may be levied upon the Demised Premises and/or the Development or any part thereof and attributable to Tenant's use.

19. JURY WAIVER

In the event of litigation arising between the parties hereto the venue for any action may be laid in Monroe County, State of New York at the option of the Landlord, and the parties further agree that the lease herein shall be governed by the laws of the State of New York. Tenant waives the right to trial by jury in any suit or proceeding arising out of the Landlord and Tenant relationship, except any action involving personal injury or property damage.

20. WAIVER

The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

21. DEFAULT

The following shall constitute a default under the terms hereof:

(a) In case Tenant fails to pay the rents herein reserved within ten days of due date, Landlord may sue for the same or recover possession by summary proceedings, or otherwise, and if possession be recaptured for non-payment of rent, whether by summary proceedings or not, Tenant shall be liable for the difference between the rents herein reserved for the remainder of the term, plus the expense of re-rental and the expense of procuring possession, less the rents actually received by the Landlord during the remainder of the term, herein provided, and suit may be brought for the rent or damages for each month if the Landlord so desires. The Tenant expressly waives any right or redemption that the Tenant might have under any applicable law.

(b) In the event that the Tenant shall vacate or abandon the said Demised Premises during the term hereof, the whole sum to be paid as rental throughout the entire term of this lease shall immediately become due and payable, and the Landlord may also at its option re-enter upon the said Demised Premises and re-let the same, and it is expressly agreed that the Tenant shall not be entitled to credit for the rents so received until the whole sum due from the Tenant to Landlord, including damages, expenses, attorney's fees, cost of alterations and repairs as herein provided shall have been fully paid, and nothing in this paragraph shall be deemed to have waived any other right or remedy of the Landlord.

(c) In order to more effectively secure to the Landlord the rent and other terms herein provided, it is agreed as a further condition of this lease that the filing of any petition in bankruptcy, or assignment for the benefit of creditors by or against the Tenant shall be deemed to constitute a breach of this lease, and thereupon ipso facto and without entry or any other action by the Landlord this lease shall become and be terminated, and notwithstanding any other provisions of this lease the Landlord shall forthwith upon such termination be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the Demised Premises for the residue of said term.

(d) Except for defaults provided above in "(a)", "(b)", and "(c)", in case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten (10) days after written notice thereof given to Tenant, this lease shall thenceforth at the option of the Landlord, become null and void and the Landlord may re-enter without further notice or demand. the rent in such cases shall become due and Tenant shall be liable for the difference between the rents herein reserved for the remainder of the term, plus the expense of re-rental and the expense of procuring possession, less the rents actually received by the Landlord during the remainder of the term, it being understood that the Landlord may re-rent for a longer or shorter period that the remainder of the term herein provided, and suit may be brought for the rent or damages for each month if the Landlord so desires. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant

before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the Demised Premises after the said breach or violation; and/or in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord may enter said Demised Premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the tenant and in case of the Tenant's failure to pay therefore, the said cost and expense shall be added to the next month's rent and be due and payable as such.

(e) It is expressly understood and agreed between the parties hereto, that the Landlord shall have the right of injunction and of any other right or remedy available by law or in equity, in the event of a breach, attempted breach or threatened breach of any covenant, condition, term or agreement of this lease by the Tenant, in addition to any and all other rights and remedies to which it may be entitled under this lease or otherwise.

(f) It is further understood by and between the parties hereto, that all rights and remedies herein given or granted in this Paragraph to the Landlord are cumulative, non-exclusive, and in addition to any and all rights and remedies that it may have or be given by reason of any law, statute, ordinance or otherwise.

22. SUCCESSORS AND ASSIGNS

The conditions, covenants and agreements in the aforesaid lease contained, to be kept and performed by parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representative, successors and assigns. The term "Landlord," as used in this lease means only the owner for the time being of the land and building (or the owner of a lease of the land and/or building) of which the Demised Premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties and the purchaser, at any such sale, or the said Tenant of the building, that the purchaser or Tenant of the building has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

23. NOTICES

Provided Tenant is informed of the name of the mortgagee and the address where the mortgagee shall receive notice, any notice required by said lease to be given by the Tenant to the Landlord as a prerequisite to termination of the lease by the Tenant or as a prerequisite reduction of the rentals shall also be given to a mortgagee during the term of a mortgage affecting Demised Premises and that any right of the Tenant effective after such notice shall take effect only after notice so given to the mortgagee and that performance by the mortgagee shall satisfy and conditions of the lease requiring performance by the Landlord.

24. ADDRESS FOR NOTICES

Any bill, statement, notice or communication which Landlord may be required to give the Tenant hereunder shall be deemed sufficiently given or rendered if delivered in person or sent by mail addressed to the Tenant at the Demised Premises or sent by mail to any other address, the Tenant may from time to time designate in writing. Any notice by Tenant to the Landlord must be served by mail addressed to the Landlord at the address where the last previous rental hereunder was paid. Unless otherwise notified in writing, such rental payments shall be made by mailing to Landlord at Airy Development Associates, c/o Rainaldi Real Estate, Inc., 205 St. Paul Street - Suite 200, Rochester, NY 14604.

25. MARGINAL NOTES

The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease or in any way affect this lease.

26. SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of **$00.00** *(waived)* as security for the full and faithful performance of each and every term, provision, covenant and condition of this lease. (Landlord already has this sum in its possession from Tenant=s prior tenancy, and the parties agree that Landlord shall simply retain said deposit in fulfillment of the above requirement in connection with this Lease Agreement). In the event Tenant defaults in respect of any of the terms, provisions, covenants or conditions of this lease, including but not limited to the payment of rent, Landlord may use, apply or retain the whole or any part of such security for the payment of any rent in default or for any other sum which Landlord may spend or be required to spend by reason of Tenant's default. Should Tenant faithfully and fully comply with all terms, provisions, covenants and conditions of this lease, the security or any balance thereof shall be returned to Tenant, or, at the option of the Landlord, to the last assignee of Tenant's interest in the lease at the expiration of the term hereof.

27. RELATIONSHIP

It is mutually agreed that the relationship of the parties shall remain only that of Landlord and Tenant, and under no circumstances are they to be considered partners or joint venturers.

28. QUIET ENJOYMENT

The Landlord covenants and agrees with the Tenant that upon the Tenant paying said rent, and performing all the covenants and conditions on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised, for the sum aforesaid, subject, however, to the terms of the lease and/or mortgagee herein before mentioned.

29. ENTIRE AGREEMENT

It is understood and agreed by the parties hereto that this lease shall constitute the only agreement between them relative to the Demised Premises and that no oral statements or no prior written matter extrinsic of this instrument shall have any force or effect. The Tenant agrees that he has signed this lease fully aware of the conditions of the Demised Premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified except by writing subscribed by both parties. The taking possession of the Demised Premises by the Tenant shall be conclusive evidence, as against the Tenant, that the said premises and the buildings of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

30. EQUITY OF REDEMPTION

In the event of termination of this lease by summary proceedings or otherwise the right of redemption now provided by Real Property Actions and Proceedings Law or by any statue or decision now or hereafter in force shall be and is hereby expressly waived.

31. AMENDMENTS

The parties hereto mutually agree that so long as a mortgage or any extension thereof shall be a lien upon the Demised Premises, they will not reduce the rentals from that provided for in the lease, provide for payment of rentals prior to the time herein provided for, terminate said lease prior to the end of the original term, except as otherwise provided in the lease, without first obtaining the consent of the mortgagee in writing, and that any such proposed modification or termination without said mortgagee's consent shall be void as against such mortgage.

32. WAIVER OF SUBROGATION

Landlord hereby releases Tenant, and Tenant hereby releases Landlord to the extent of their respective fire, with extended coverage endorsement, insurance policies from all claims for loss or damage to the property of the other, whether or not caused by the negligence of the other. If, at any time, the insurance carrier of either party refuses to write (and if no other responsible insurance carrier will write) insurance policies which consent to or permit such release of liability, then such party shall notify the other party, and upon the giving of such notice, this section of lease shall be void and of no effect.

33. INTERPRETATION

(a) If more than one person, partnership or corporation or any combination of one or more of same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) Any payment required to be made by the Tenant under the provisions of this Lease (in addition to the payments of rent provided for in paragraph 5) not made by tenant when and as due shall thereupon be deemed to be and shall become additional rent hereunder. All additional rent under this lease shall be due and payable to Tenant to the Landlord on demand with interest thereon from the date when the particular amount became additional rent under the provisions of this paragraph to the date of payment thereof the Landlord at the highest rate permitted by law. If there is no ceiling on the rate which may be charged then the interest rate shall be at 3% plus the so-called prime rate in effect at the Citibank (New York State), N.A.

(c) This lease shall be governed exclusively by the provisions hereof and by the laws of New York State.

d) If this lease is a sublease, whenever the terms "Lease," "Tenant" and "Landlord" are used herein, the same shall be interpreted to mean and shall be read as "Sublease", "Subtenant", and "Sub-landlord" respectively whenever the sense of this lease so requires.

34. <u>CONDITION</u>

Tenant to take the Demised Premises "as-is, where-is" after having the opportunity for inspection. Tenant is responsible for constructing and maintaining the Demised Premises and all leasehold improvements, in accordance with Federal, State and Local Governmental and Municipal codes and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

(Signatures Appear on Following Page)

LESSEE

Fairport Public Library

_____	_____
By: Suzanne Stockman Its: Board President	DATE
_____	_____
WITNESS	DATE

LESSOR

AIRY Development Associates
by Rainaldi Real Estate, Inc., As Agent
205 St. Paul Street - Suite 200
Rochester, NY 14604

_____	_____
By: Richard J. Rainaldi Its: President	DATE
_____	_____
WITNESS	DATE