

LEASE

THIS LEASE (the “Lease”), made and effective as of the ____ day of _____, 2017 (the “Effective Date”), between the TOWN OF RUSH, a municipal corporation of the State of New York having its principal office and place of business at 5977 East Henrietta Road, Rush, New York 14543 (the “Landlord”), and MONROE COUNTY FAIR AND RECREATION ASSOCIATION, INC., a New York not-for-profit corporation, with an address of 20 Office Park Way, Suite 131, Pittsford, New York 14534 (the “Tenant”).

ARTICLE 1 PREMISES

1.1 Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth in this Lease, those certain premises and improvements located at 6565 East River Road, Rush, New York 14543, together with buildings 5, 6, 7, and 8 on the Town of Rush Map (collectively, the “Buildings”), all as more fully depicted and set forth on Exhibit A attached hereto and made a part hereof (hereinafter the “Premises”).

1.2 Condition of Premises. Tenant shall take the Premises from Landlord in “as-is” condition without any obligation on the part of Landlord to construct any leasehold improvements to the Premises and without any representation or warranty by Landlord to Tenant as to the condition of the Premises.

ARTICLE 2 TERM

2.1 Term. The term of this Lease (the “Term”) shall be for a period of ten (10) years commencing on the day which is thirty (30) days after the resolution approving this Lease by the Town Board of the Town of Rush (the “Commencement Date”) and ending on December 31, 2027 (the “Termination Date”), unless sooner terminated as hereafter provided. The Term may be extended by the parties pursuant to a written amendment to this Lease.

2.2 Exclusive and Non-Exclusive Use and Occupancy. Notwithstanding anything to the contrary stated herein, it is expressly agreed and acknowledged that Tenant shall have exclusive use and occupancy of the Premises during the following times only: (a) for a three/four day period from Thursday/Friday to Sunday during a weekend in July or August as may be mutually agreed upon between the parties for operation of the Fair (as hereinafter defined); and (b) at such other times as the parties mutually agree for other uses permitted in accordance with the terms of this Lease, provided, however, that whether the permit such additional use of the Premises shall be in the sole and absolute discretion of the Town of Rush and subject to Tenant’s receipt of all necessary state and local permits or approvals. Tenant shall also have non-exclusive use of the Premises for purposes of set up, maintenance and cleanup of the Monroe County agricultural fair, and construction of the Major Improvements as provided under this Lease. At all other times during the Term of this Lease, Landlord shall have exclusive use of the Premises.

2.4 Early Termination. Notwithstanding anything to the contrary stated herein, Tenant's right to occupy the Premises may be terminated by Landlord prior to the end of the Term upon one year's written notice to Tenant by resolution of the Town Board of the Town of Rush, resolving to terminate the Lease for any reason at all. Landlord shall provide Tenant at least 30 days notice but not more than 365 days notice that the Town Board of the Town of Rush is considering such a resolution, before final approval by the Town Board of such a resolution.

ARTICLE 3
USE OF PREMISES AND REPAIRS

3.1 Use of Premises and Operation of Fair. Tenant shall occupy and use the Premises solely for operating the annual Monroe County agricultural fair (the "Fair") as more fully described on Exhibit B attached hereto and made a part hereof and for no other purpose whatsoever; provided, however, that Tenant shall not be permitted to utilize the Buildings for the Fair or any other public purpose until such time as Tenant constructs the Major Improvements (as hereinafter defined) in accordance with Article 6 as is necessary for the Buildings to be suitable for use by Tenant and the public as determined by Landlord in its sole and absolute discretion. Tenant shall not be permitted to use the Premises for the storage of chemicals or pesticides of any kind. Tenant shall not be permitted to serve or sell any alcoholic beverages on the Premises, except that Fair vendors or exhibits may offer local craft beer, wine and cider tastings. Notwithstanding the foregoing, Tenant shall not permit any excessive amount of alcoholic beverage of any kind to be served at the Fair, and Tenant shall take any and all necessary precautions reasonable to prevent someone from becoming intoxicated on the Premises. Tenant agrees to indemnify and hold Landlord harmless for any losses, damages, or expenses of whatever kind in nature, including but not limited to, any and all attorneys' fees, arising out of the breach of this provision.

3.2 Consent for Other Uses. Except as provided under Paragraph 3.1 of this Lease, the Tenant must secure written consent from the Landlord to either (a) expand the Fair attractions beyond those described on Exhibit B or (b) engage in any other use of the Premises for any other purpose, which consent shall be in the sole and absolute discretion of the Landlord.

3.3 Hours of Operation of the Fair; Music. Tenant may operate the Fair from 11 a.m. to 11 p.m. on Thursday/Friday and Saturday, and 11 a.m. to 5 p.m. on Sunday, except that any music of any kind shall be prohibited after 9:00 p.m. Music shall be permitted on the Premises within the area depicted on Exhibit B attached hereto, provided that Tenant covenants and agrees that such music shall not create a nuisance for the surrounding residential rea. Landlord shall have the right to monitor the volume during the Fair and lower the volume or shut it off if it is considered too loud. All music arrangements and set-up locations must be approved by Landlord in its sole and absolute discretion.

3.4 Maintenance. Tenant, at its sole cost and expense, shall take good care of the Premises, and keep the Premises in good and safe operating condition during its use of the Premises as provided under Paragraphs 2.2 and 2.3 of this Lease. Upon completion of any Major

Improvements to the Buildings in accordance with Article 6, Tenant, at its sole cost and expense, shall maintain the Buildings as and when needed to preserve them in good working order and condition. All damage or injury to the Premises and to its fixtures, appurtenances, and equipment or to the Building or to its fixtures, appurtenances, and equipment that is caused by Tenant, its agents, employees, or invitees (including, without limitation, any damage or injury to the Building caused by any Major Alterations), will be repaired, restored, or replaced promptly by Tenant at its sole cost and expense. Tenant shall not permit or allow the accumulation of any waste material, debris, refuse or garbage of any kind on the Premises. Tenant may not burn any product on or off the Premises without the prior written consent of Landlord, which shall be in Landlord's sole and absolute discretion. Immediately after the conclusion of the Fair, Tenant shall clear all excess trash and placing trash bags in cans or dumpsters provided by Tenant, at Tenant's sole cost and expense, and disposed of off-site. Except as otherwise provided in Article 6 of this Lease with respect to alternations and improvements, after operation of the Fair Tenant shall return the Premises to its pre-rental condition, reasonable wear and tear excepted.

3.5 Waste and sewage disposal. At Tenant's sole cost and expense, Tenant shall: (a) provide at least three (3) portable toilets and one (1) bathroom shower with gray water tank on the Premises during the operation of the Fair; (b) keep any rubbish, garbage and waste generated by the Fair, including any animal waste, from the Premises in proper trash cans or dumpsters provided by Tenant; and (c) promptly dispose of any such rubbish, garbage and waste within three (3) days after conclusion of the Fair for the year. To the extent Landlord determines, in its sole and absolute discretion, that additional temporary waste and sewage facilities are necessary for operation of the Fair or any other approved Tenant use, Tenant will provide such facilities at Tenant's sole cost and expense.

3.6 Security. Tenant shall enclose the Premises with temporary snow fencing to control foot traffic during the operation of the Fair. Tenant shall employ a commercial security provider approved by Landlord to provide at least two (2) security officers and an emergency medical technician during operation of the Fair. The security officers shall be present on the Premises at all times, 24 hours per day, during the days of operation of the Fair. Tenant shall also provide a first aid station located prominently next to the fair office on the Premises.

3.7 Parking. All guests, employees, vendors, and agents of Tenant are required to park in Parking Lot #1, Lot #2 or Lot #3 as depicted on Exhibit B attached hereto. If overflow parking is necessary, Tenant shall coordinate with Landlord for appropriate grass parking areas within the Premises. Vehicles may not be parked along the paved roadways within the Premises, including the entryway off of East River Road and Forest Lane.

3.8 Condition of Premises. Tenant acknowledges that the Premises and Buildings are being leased AS IS, WHERE IS, AND WITH ALL FAULTS without any build-out obligation from Landlord. Tenant agrees to accept the Premises and Buildings on possession as being AS, IS WHERE IS, AND WITH ALL FAULTS, and Tenant hereby acknowledges that Landlord shall have no responsibility with respect thereto except as otherwise provided herein. Tenant acknowledges that Landlord has not made any representation or warranty with respect to the

condition of the Premises, or with respect to the suitability of the Premises for the operation of the Fair or any other approved use.

ARTICLE 4
RENT

4.1 Rent. As and for rental of the Premises, Tenant shall pay to Landlord annually the sum of one and No/100 Dollars (\$1.00) (the “Rent”). Tenant shall pay the rent to Landlord at Landlord’s address for notices hereunder or at such other place as Landlord shall from time to time designate in writing. As and for additional consideration, the substantial value of which is acknowledged by Landlord, Tenant agrees to provide, at its cost, certain improvements to the Premises as more fully set forth herein, as well as the operation of the Fair for the benefit of the Town of Rush and its residents.

4.2 Additional Rent. In addition to Rent, Tenant shall be responsible for paying as Additional Rent: (a) any other costs, charges or expenses related to Tenant’s use of the Premises arising under this Lease, except with respect to the installation of any temporary water service providing water to the Fair; and (b) all costs for architectural, engineering and consulting services, and actual attorneys’ fees, incurred by Landlord, and Landlord’s agents and municipal boards, in connection with (i) any environmental, zoning or other municipal approval associated with operating the Fair; and (ii) reviewing and approving any Major Improvements (as hereinafter defined) proposed to be constructed by or for the benefit of Tenant (collectively, “Additional Rent”). Notwithstanding anything to the contrary contained herein, it is expressly agreed and acknowledged that Tenant shall pay the Additional Rent within thirty (30) days of receipt of an invoice from the Landlord for the same.

4.3 Utilities. During Tenant’s use of the Premises under Paragraphs 2.2 and 2.3 of this Lease, Tenant, at its sole cost and expense, shall be responsible for paying for all electricity, gas, water and sewer services used in or to be supplied for the Premises; provided that Landlord shall be responsible temporary water service to the Premises for operation of the Fair as provided under Paragraph 6.1 of this Lease. Landlord shall not be liable for any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such service. Landlord shall be responsible for providing at its sole cost and expense water to be supplied for the Premises.

ARTICLE 5
DEFAULT

5.1 Event of Default. Any one or more of the following constitutes an “Event of Default”:
(a) default in the payment of any Rent or Additional rent or required payment due under this Lease, which default continues for a period of ten (10) days; (b) default in the performance of or compliance with any of the other terms or conditions contained or referred to in this Lease which continues for a period of twenty (20) days after written notice of the default from the Landlord to the Tenant, except for any default not capable of being remedied within the twenty-day period, in which event the time permitted to the Tenant to cure the default shall be extended for as long as

shall be necessary to cure the default, provided the Tenant commences promptly and proceeds to cure the default and provided further that the period of time shall not be extended so as to jeopardize the interests of the Landlord in the Lease or so as to subject the Landlord or the Tenant to any civil or criminal liabilities; (c) filing by or against the Tenant of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property or an assignment by the Tenant for the benefit of its creditors; (d) levy upon or taking of, the leasehold interest created by this Lease in execution, attachment or other process of law; (e) the occupation of the Premises by a person or entity other than the Tenant with or without the Tenant's consent; (f) an assignment or subletting in violation of Article 12; and (g) if Tenant shall fail to operate the Fair in any calendar year during a weekend in July or August in violation of Paragraph 2.2 of this Lease.

5.2 Right to Re-enter and/or Evict. If an Event of Default occurs, the Landlord, in addition to all other rights and remedies it may have to evict the Tenant or otherwise, shall have the immediate right of re-entry by summary proceeding or any other suitable action or proceeding at law or equity, by force or otherwise, and may remove all persons and property from the Premises, without being in any manner guilty of trespass, forcible entry or detainer. Any such property found on the Premises may be moved by the Landlord and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Tenant may reclaim the property within 60 days by paying all reasonable moving and storage costs to Landlord and, failing to do so within the time aforesaid, Landlord may dispose of said property in any reasonable manner it chooses and may apply any proceeds toward moving and storage costs or other monies lawfully due Landlord, with any surplus held or paid for the account of Tenant.

5.3 Right to Re-let. In addition to the right to re-enter and take possession of the Premises as provided in this Article 5 and without terminating this Lease, the Landlord reserves full rights accorded by law to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to alter or repair the Premises upon such re-letting. In the event of such re-letting without termination of the Lease, the Tenant shall be immediately liable to pay to the Landlord as Additional Rent, in addition to any other amounts then due hereunder at the option of Landlord, the cost and expense of such re-letting and such alterations and/or repairs and any amount by which the balance of the rent reserved under the Lease herein for the period of such re-letting (but not beyond the term hereof) exceeds the amount agreed to be paid as rent for such period. The Landlord shall credit the rents actually received by Landlord from such re-letting (a) to the repayment of indebtedness other than rent due hereunder; (b) then to the cost and expenses of re-letting and alterations or repairs; (c) then to the payment of rent due and unpaid hereunder, and (d) the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same may become due and payable. Tenant shall be credited only with rent actually received by Landlord. The Tenant shall, in such event, pay any deficiency between the amount due from the Tenant to Landlord and the amount credited. No such re-entry or taking possession by the Landlord shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination is declared by a court of competent jurisdiction.

5.4 Right to Terminate: If an Event of Default occurs, the Landlord may give written notice to the Tenant specifying the Event of Default and stating that this Lease and the Term shall expire and terminate on the date specified in the notice, which date shall be at least ten (10) days after the date of the notice. Upon the date specified in the notice, this Lease and the Term, and all rights of the Tenant under this Lease, shall terminate.

5.5 Should the Landlord at any time terminate this Lease for any breach thereof, the Landlord shall have the right to accelerate all monthly and additional rent that may be due and owing for the balance of the Term.

5.6 The remedies specified in this Article 5 are cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by the Landlord of any one or more of the rights or remedies provided for in this Article 7 or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

5.7 No failure by either party to insist upon the strict performance of any term, covenant or condition of this Lease or to exercise any right or remedy and no acceptance of full or partial Rent during the continuance of any breach shall constitute a waiver of any such breach or of any such term, covenant or condition.

ARTICLE 6
ALTERATIONS; IMPROVEMENTS; LIENS

6.1 Alterations; Improvements. Tenant, at its sole cost and expense, may make minor improvements of a temporary or removable nature in connection with the operation of the Fair provided that Tenant shall, in performing any such alterations, additions, or construction, conform to all applicable laws and ordinances of the appropriate governmental authorities having jurisdiction over the Premises. Landlord shall provide, at Landlord's sole cost and expense, temporary water service to the Premises for operation of the Fair. Additionally, it is understood and agreed that Tenant, at its sole cost and expense, and as a condition of this Lease, shall make improvements to construct Parking Lot #1, Lot #2 and Lot #3 to the Premises as depicted on Exhibit B, install the sign for the Fair, as well as undertake temporary roof patching and cleanup of the interior of the Buildings, which improvements and cleanup shall be in accordance with all applicable laws and ordinances of all appropriate governmental authorities having jurisdiction over the Premises and subject to the approval of Landlord and the Town Engineer.

6.2 Except as provided under Paragraph 6.1 of this Lease, any alterations, additions or improvements to the Premises, including the Buildings, shall only be made upon the prior written consent of the Landlord, which shall be in Landlord's sole and absolute discretion (the "Major Improvements"). Tenant shall construct the Major Improvements in accordance with all

applicable laws and ordinances of all appropriate governmental authorities having jurisdiction over the Premises and shall not permit any mechanics liens to attach to the Premises. Prior to the undertaking of any of the Major Improvements, Tenant shall provide Landlord with: (a) copies of all plans and specifications in sufficient detail to obtain a building permit prepared by Tenant's architect licensed in New York; (b) copies of all required permits that the contractor has obtained prior to beginning the alterations; (c) the expected commencement and completion dates of the work; and (d) certificate(s) of insurance of the contractors hired for the job naming Landlord as an insured party. Landlord shall, within fifteen (15) days of receipt of these items, indicate in writing its approval or disapproval of said Major Improvements. It is understood and agreed that Landlord shall have approval concerning the design, construction standards, quality standards and finish of any Major Improvements to assure compatibility with other facilities within the Premises. With the exception of the Approved Major Improvements, Landlord agrees that its approval of any contemplated Major Improvements shall be in Landlord's sole and absolute discretion, and failure by Landlord to respond within such fifteen (15) day period shall be deemed to constitute approval of the proposed Major Improvements.

6.3 In the event that Landlord is unable to evaluate the suitability of any proposed Major Improvement without the advice of a licensed electrical or structural engineer, architect or other design or system professional, Landlord shall have the right to hire such a professional in connection with any determination to be made hereunder, the cost of which consultation shall be paid by Tenant as Additional Rent, within ten (10) days of Tenant's receipt of a statement showing the actual cost of such consultation.

6.4 Liens. The Tenant shall not allow any liens to be filed against the Premises, or the Tenant's interest in the Premises by reason of work, labor, services or materials supplied to the Tenant. If any such lien shall at any time be filed, the Tenant shall cause the same to be discharged of record or bonded within sixty (60) days after the date of filing. If the Tenant shall fail to discharge any such lien within such period then, in addition to any other right or remedy, the Landlord may, but shall not be obligated to, procure its discharge.

ARTICLE 7 COMPLIANCE WITH LAWS AND WASTE

Tenant, including all agents, employees, contractors and Fair vendors, shall comply with all local, state, and federal laws, regulations, ordinances and orders governing the Premises, and shall obtain all necessary permits prior to commencement of any operations at the Premises. Tenant shall not maintain any nuisance on the Premises, and shall not use the Premises for any unlawful purposes. Tenant shall not commit or suffer to be committed any waste on the Premises.

ARTICLE 8
RIGHT OF ENTRY

8.1 Right of Entry. The Landlord reserves the right to itself, its agents, and/or assigns to enter the Premises at any reasonable time for purposes of consultation with Tenant, making repairs, improvements, inspections and/or to utilize portions of the Premises, none of which is to interfere with the Tenant's exclusive use under Paragraph 2.2 of this Lease.

ARTICLE 9
INDEMNITY AND HOLD HARMLESS

9.1 Indemnification. Tenant shall neither hold, nor attempt to hold, Landlord or its employees or Landlord's agents or their employees liable for, and Tenant shall indemnify and hold harmless Landlord, its employees and Landlord's agents and their employees from and against, any and all demands, claims, causes of action, fines, penalties, damage, liabilities, judgments and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from: (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any matter occurring on the Premises during the Term; (c) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant or any such person; (d) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (e) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees or Landlord's agents or their employees by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same, at Tenant's expense, with counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing in no event shall this Section 9.1 require Tenant to indemnify or defend Landlord or its employees or Landlord's agents or their employees against any loss, cost, damage, liability, claim, or expense to the extent arising out of the gross negligence or willful misconduct of Landlord or its employees or Landlord's agents or their employee

9.2 Environmental Indemnity and Hold Harmless. Tenant hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, and save harmless Landlord from and against any and all Claims, damages, losses, liabilities, obligations, penalties, litigations, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, legal expenses and associated disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord relating to, resulting from or arising out of: (a) Tenant's use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances; (b) Tenant's failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally

authorized investigative, containment, removal, clean-up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises that was caused by Tenant; (c) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from Tenant's use of the Premises; (d) a violation of any Environmental Law by Tenant; (e) non-compliance by Tenant with any necessary Environmental Permit; and/or (e) the failure of Tenant to obtain any necessary Environmental Permit for Tenant's use of the Premises.

The indemnification covenants and Leases of the Tenant to the Landlord established hereunder shall be perpetual, shall survive this Lease indefinitely, and shall in no way be limited, abridged, impaired or otherwise affected.

9.3 Definitions. All capitalized terms used in this Article 9 shall have the meanings set forth below:

(a) "Claims" means any and all claims, demands, actions, causes of action, judgments, suits, proceedings, or obligations of any kind or nature, whether administrative, civil or criminal, threatened, asserted, instituted, commenced, brought, prosecuted or otherwise made by any governmental agency or authority and/or third party owners of off-site properties arising out of Tenant's use of the Premises.

(b) "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of hazardous substances (as hereinafter defined) and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto including but not limited to as referenced previously, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA"), the Solid Waste Disposal Act also known as the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.) ("RCRA"), the New York Navigation Law (the "Navigation Law"), the New York Environmental Conservation Law (the "ECL"), the Clean Water Act (the "Federal Water Pollution Act") 33 U.S.C. §1251 et seq. ("CWA"), the Clean Air Act, 42 U.S.C. §7401 et seq. (the "Clean Air Act"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §1101-§1150) ("EPCRA"), the Oil Pollution Act of 1990, 33 U.S.C. §2701-§2672 (the "Oil Pollution Act"), the Toxic Substances Control Act, 15 U.S.C. §2601-§2692 ("TSCA"), rules and regulations under the Occupational Safety and Health Act ("OSHA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.) ("HMTA"), and each other local, state, or federal law or regulation or guideline or guidance concerning or relating thereto.

(c) "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the use of the Premises by Tenant.

(d) “Hazardous Substance” means without limitation, any flammable explosives, radon, radioactive materials, urea-formaldehyde, foam insulation, asbestos (as defined in Section 901(2) of the New York Labor Law), asbestos material (as defined in Section 901(6) of the New York Labor Law), suspect asbestos containing materials, polychlorinated biphenyls, petroleum, petroleum products, petroleum byproducts, methane, hazardous materials, hazardous wastes, hazardous substances, extremely hazardous substances, hazardous chemicals, toxic chemicals, hazardous air pollutants, oil and hazardous substances, toxic pollutant or combination of pollutants, hazardous chemical substances and mixtures, toxic substances, as defined in CERCLA, TSCA, HMTA, RCRA, the ECL, the Navigation Law and each other applicable Environmental Law, and any and all regulations promulgated thereunder.

(e) “Release” or “Releases” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, vaporizing, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance).

9.4 Liability of Landlord. Landlord or its agents shall not be liable for any damage to either the person or property of Tenant nor for the loss of or damage to any property of Tenant by theft or from any other cause whatsoever, nor for any injury or damage to persons or property or loss of or interruption to business of any nature unless caused by or due to the negligence of Landlord, its agents, servants and employees.

9.5 Limitation of Liability. In any legal proceedings by or on behalf of Tenant against Landlord arising out of or based upon the terms and conditions of this Lease, Tenant’s right of recovery shall be limited to the interest of Landlord in the Premises, including the proceeds of any insurance required to be carried by Landlord hereunder.

ARTICLE 10 INSURANCE

10.1 Casualty insurance. Tenant shall at all times during the term of this Lease carry and maintain full replacement value “all risk” casualty insurance covering the entire Premises with a company of recognized financial standing. Such policy shall name Landlord as an additional insured.

10.2 Public liability insurance. Tenant shall at all times during the term of this lease carry and maintain comprehensive public liability insurance, including property damage, insuring Landlord and Tenant against liability for injury to persons or property occurring in or about the Premises or arising out of ownership, maintenance, use, or occupancy of Premises with comprehensive limits of not less than \$5,000,000. Such policy shall name Landlord as an additional insured on a primary and non-contributory basis.

10.3 Fire and casualty insurance. Tenant further agrees to maintain at its sole expense fire and casualty insurance covering its fixtures and contents placed in and upon the Premises by Tenant.

10.4 Insurance certificates. Certificates evidencing the insurance policies provided for in paragraphs 10.1 to 10.3 herein shall be furnished to Landlord on or before the Commencement Date, and renewal certificates shall be provided on or prior to the expiry dates of all policies.

10.5 Waiver of Subrogation. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or covered by insurance on the Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss.

ARTICLE 11
SURRENDER OF PREMISES AND TITLE TO IMPROVEMENTS

Surrender of Premises and Title to Improvements. Tenant shall yield and deliver peaceably to the Landlord possession of the Premises on the date of cessation of this Lease, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition. Prior to such surrender of the Premises, Tenant shall restore and repair any and all damage to the Premises caused by, related to or resulting from Tenant's operations thereon, normal wear and tear excepted. Title to all improvements constructed or installed by Tenant on the Premises, including any Major Improvements, shall vest in the Landlord upon termination of this Lease. Notwithstanding the foregoing, if requested by Landlord, in Landlord's sole and absolute discretion, Tenant shall remove any alterations, additions or improvements and restore the Premises to its original condition.

ARTICLE 12
ASSIGNMENT OR SUBLEASE

Assignment or Sublease. Tenant shall not assign this Lease or sublease the Premises without the consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Any attempted assignment without the Landlord's express written consent shall, at Landlord's option, be void and unenforceable.

ARTICLE 13
CONDEMNATION

13.1 In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any rights of eminent domain or by agreement between Landlord, Tenant, and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), Landlord, Tenant, and any person or entity having an interest in the award or awards shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

13.2 If at any time during the term of this Lease there shall be a taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the date of such taking, and the rent and additional rent hereunder shall be apportioned and paid to the date of such taking. For the purpose of this Paragraph, "substantially all of the Premises" shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the economic and feasible operation thereof by Tenant.

13.3 If this Lease shall continue after any such taking, this Lease shall remain unaffected except Tenant shall, promptly after such taking and at his expense, restore the building or buildings comprising the Premises to a complete architectural unit, in which event Tenant shall be entitled to reimbursement for the costs thereof from the building award.

ARTICLE 14 DAMAGE OR DESTRUCTION

In the event of any damage or loss to the Premises by reason of fire or otherwise, Tenant shall give immediate notice thereof to Landlord. If any building on the Premises shall at any time be damaged or destroyed by fire or otherwise during Tenant's use of the Premises as provided under Paragraphs 2.2 and 2.3 of this Lease, Tenant shall promptly repair or rebuild the same at Tenant's expense, so as to make the building at least equal in value to the building existing immediately prior to such occurrence and as nearly similar to the previously existing structures in character as shall be practicable and reasonable. If the proceeds of insurance covering the Premises are paid to the holder of a mortgage on Landlord's interest in the Premises, Tenant shall not be required to repair or rebuild unless the mortgagee makes funds available from the proceeds sufficient to accomplish the necessary work.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Successors and Assigns. The terms of this Lease shall be binding upon the successors and permitted assigns of both Landlord and Tenant in like manner as upon the original parties.

15.2 No Partnership Created. This Lease shall not be deemed to give rise to a partnership relation and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease.

15.3 Utility Companies. The Premises are conveyed subject to the rights of any utility company or easement holder pursuant to any easement or right-of-way Lease now existing or which may hereafter be granted by Landlord.

15.4 Notices. Every notice, request, demand, consent, approval, objection, document or other communication authorized or required by this Lease shall not be effective unless it is in writing, sent postage prepaid by United States registered or certified mail, return receipt requested, at the address of that party as stated in the Lease, or to such other address as either

party may designate by notice given from time to time in accordance with this Section. Notices shall be effective upon mailing except in the case of a notice to change an address, which shall be effective upon receipt by the other party.

15.5 Construction and Venue. This Lease shall be construed and enforced in accordance with the laws of the State of New York. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts located in and for the County of Monroe and State of New York and of the federal courts located in the Western District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Lease.

15.6 Entire Lease. All prior understandings and Leases between the parties are merged within this Lease, which alone fully and completely sets forth the understanding of the parties. Tenant is not relying on any representation or Lease other than those set forth in this Lease. This Lease may not be changed or terminated orally or in any manner other than by a written Lease signed by the party against whom enforcement is sought.

15.7 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and Additional Rent and performing all of Tenant's obligations contained herein, Tenant shall and may peaceably and quietly hold and enjoy the Premises during the term of this Lease. Landlord also represents to Tenant that Landlord has full capacity and authority to make this Lease and that Landlord is the record owner of the Premises.

15.8 Recording of Lease. The Tenant shall not record this Lease. The Tenant may, subject to the Landlord's prior written approval as to form and content, record a Memorandum of Lease.

15.9 Permissive Referendum. Pursuant to New York Town Law § 64(2), this Lease and any amendment thereto are subject to a permissive referendum in the manner described by Article 7 of the New York Town Law.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESSES WHEREOF, the parties have signed this Lease to be effective as of the date first above written.

LANDLORD:

TOWN OF RUSH

By: _____

TENANT:

MONROE COUNTY FAIR AND RECREATION ASSOCIATION, INC.

By: _____

EXHIBIT A

Premises

Map of premises to be annexed hereto

EXHIBIT B

Use of Premises

The agricultural festival proposed by Tenant would take the form of the annual Monroe County Fair as provided on the site plan annexed hereto. The first area will feature the current horse show arena (Building 6) and the current livestock area (Building 7) in the southeast corner of the site. This area will have entertainment and education events about animals and their important roles in agriculture and the community. The main events will be the 4-H and open-to-all competitions exhibiting horses, beef and dairy cattle, sheep, meat and dairy goats, poultry, and rabbits and covies that will be set up to encourage the public to watch. These exhibits teach the public why these animals are important both through criteria used to judge the entries and also through the informational displays from the exhibitors about their animals. Other events in the animal area will include a petting zoo for children and visits from the Monroe County Dairy Princess and her court to give presentations about dairy farming and the benefits of dairy nutrition. Other events include a display of modern agricultural equipment that the public can view. In addition to the animals and technology of agriculture, the public can see and learn about crops and horticulture in the area immediately northwest of the main entrance. The fair will have a farmer's market along the path by the entrance where the public can meet Monroe County farmers and purchase their local produce. The main food vendors will set up around a fair food court located between the existing four buildings. The fair will have a large central eating tent with picnic tables underneath it, surrounded by the different vendors so families can easily eat together even if individuals want different options for their meals. Near the food court will lie the fair's temporary, portable performance stage, to make it easy for the public to enjoy their meals with some local music acts. The fair will rent and set up the stage part from the food court to create natural seating on part of the grassy lawn area. All of these areas will connect without any artificial barriers to encourage the public to take in all the fair has to offer at their own pace and accommodating the varying interests of different members of families and groups. Other events include three to five kiddie rides or other small rides, carnival games, and similar entertainment.

EXHIBIT B (cont'd)

Site Plan