

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (the "Lease") made and entered into this of ____ day of _____, 20____, effective September 1, 2021, between DANKO HOLDINGS, L.P., a Pennsylvania limited partnership (the "Landlord"), with an address at 1500 Sycamore Road, Suite 120, Montoursville, PA 17754; and SUSQUEHANNA COMMUNITY HEALTH AND DENTAL CLINIC, INC. (the "Tenant") with an address at 471 Hepburn Street, Williamsport, PA 17701.

WITNESSETH:

WHEREAS, Landlord is the owner of land and building situate at 427 Hepburn Street, Williamsport, Lycoming County, Pennsylvania also referred to as the Hepburn Plaza (the "Premises").

WHEREAS, Tenant intends to lease space consisting of 1,840 square feet of rentable space solely dedicated to Tenant and known as Suite 1 (the "Demised Premises").

WHEREAS, Tenant desires to lease said Demised Premises from Landlord on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Landlord does hereby lease and demise unto Tenant, and Tenant hereby leases from Landlord, the Demised Premises (as hereinafter defined), subject to all covenants, terms, and conditions herein contained, and in order to confirm their mutual understanding with respect to the same, Landlord and Tenant hereby covenant and agree as follows:

1. **DEMISED PREMISES.**

The Demised Premises, which is the subject of this Lease, is a portion of the Hepburn Plaza located at 427 Hepburn Street, Williamsport, PA, comprising of 1,840 square feet.

2. **TERM.**

(a) Landlord leases to Tenant, and Tenant leases from Landlord, the above-described Demised Premises for a term of three (3) years, such term beginning on September 1, 2021, and ending at 11:59 PM on August 31, 2024 (the "Initial Term").

(b) This Lease shall be renewed automatically for two (2) additional one (1) year periods ("Renewal Term") unless Landlord or Tenant provides a minimum of one hundred eighty (180) days' written notice of their intention not to renew. In the event of renewal, rent will increase five (5%) percent for each one (1) year Renewal Term.

3. RENT.

Commencing on September 1, 2021, and continuing thereafter until the expiration of the Initial Term, Tenant shall pay to Landlord total annual rent in the amount of Twenty-Three Thousand Nine Hundred and Twenty Dollars (\$23,920.00) payable monthly in the amount of Nineteen Hundred Ninety-Three Dollars (\$1,993.00). Said rent is based on a rate of \$13 per square, per annum.

4. PARKING.

Landlord will provide Tenant with one (3) parking spots adjacent to property. In the event the Tenant desires to lease more parking spaces for themselves and/or their employees, Landlord shall provide such space at a cost of \$15.00 per space, per month.

5. CONDITION OF BUILDING AND DEMISED PREMISES.

Landlord warrants, covenants, and agrees that the Demised Premises, throughout the term of Tenant's occupancy hereunder, will conform or will be made to conform to all federal, state and local statutes, ordinances, codes, and regulations, including, without limitation, those imposed by the Pennsylvania Department of Labor and Industry, OSHA regulations, Americans with Disabilities Act, and all applicable building codes. Landlord warrants, covenants, and agrees that the building will be suitable for Tenant's purposes of business office space, and that Tenant has inspected the Demised Premises and accepts the condition "AS IS/WHERE IS."

6. ZONING.

Landlord warrants that the building is zoned to permit office use and the building conforms to all applicable zoning ordinances and regulations.

7. USE.

Tenant shall have the right to use the Demised Premises for any lawful purpose. All uses of the Demised Premises by Tenant shall be in conformity with all applicable laws, ordinances, and regulations of all governmental bodies and agencies. Landlord acknowledges that Tenant intends to use the Demised Premises as a business office. There shall be permitted access twenty-four hours per day, seven days per week.

8. COMMON AREAS; PARKING.

This Lease includes the non-exclusive right on the part of the Lessee and Lessee's employees and other persons using or visiting the Demised Premises for business purposes to use the sidewalks and any other parts of the Plaza which are designated by Lessor from time to time as common areas (the "Common Areas") in connection with Lessee's use and occupancy of the Demised Premises. Lessee's use of the Common Areas shall be in common with the Lessor and other Lessees and persons authorized by the Lessor to make use of the Common Areas and shall be subject to such reasonable rules and regulations governing the use of the Common Areas as Lessor may from time to time prescribe. Lessee shall not take any action which would interfere with the rights of others to use the Plaza Premises, including the Common Areas. Lessor reserves the right to temporarily close any part of the Common Areas or any other portion of the Plaza Premises, other than the Demised Premises, from time to time for such periods of time as may be necessary to make repairs, alterations or improvements and to modify, alter, rearrange or diminish the Plaza Premises, without liability to Lessee and without any diminution or abatement of rent nor shall the same be deemed a constructive or actual eviction or grounds for terminating this Lease. Lessor shall be responsible for the maintenance of the Common Areas, except such maintenance as may be required as a result of the acts or omissions of Lessee or Lessee's officers, agents, employees, invitees, customers, contractors or other persons on the Demised Premises (individually and collectively, "Lessee's invitees"), the costs for which maintenance Lessee shall pay Lessor upon demand. The manner of maintenance and the expenditures therefore shall be in the sole discretion of Lessor.

9. OBLIGATIONS OF LANDLORD.

During the entire tenancy, as part of its obligation under the Lease payments:

(a) Landlord will be responsible for payment of HVAC, sewer utility costs, real estate taxes, insurance, and other building operating expenses.

(b) Landlord shall keep the building insured to the full extent of its insurable value against such risks as may be covered from time to time by a standard Pennsylvania fire insurance policy with extended coverage.

(c) Landlord shall keep all structural and nonstructural elements in the interior of the premises in good working order and repair and will make all replacements thereto at Landlord's expense.

(d) Landlord shall make all necessary capital repairs or replacements whatsoever including structural, HVAC, electrical, and roof repairs, with respect to the building and any sidewalks, landscape areas and parking lots adjoining the building. Landlord shall keep all landscape areas, and parking lots adjoining the building, and keep all sidewalks, driveways and parking areas free and clear of snow, ice and rubbish.

10. OBLIGATIONS OF TENANT.

During the Tenant's entire occupancy:

(a) Tenant shall pay its own business-related taxes that may be imposed by any governmental unit and will also be responsible for utilities as set forth in Section 11.

(b) Tenant will surrender the Demised Premises at the expiration of the term hereof or at such other time as it may properly vacate the Demised Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by fire not caused by Tenant or by those acting by, under or through Tenant, unavoidable accident or act of God. Tenant will not overload the electrical wiring servicing the Demised Premises and will install at its own expense, subject to having first obtained Landlord's approval, which shall not be unreasonably withheld, any additional electrical wiring which may be required in conjunction with Tenant's equipment.

(c) Tenant shall maintain and provide proof of general public liability insurance covering the building and the exterior areas adjacent thereto including sidewalks and parking areas for the benefit and protection of the Landlord and the Tenant in the amount of no less than \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate and shall name the Landlord as additional insured.

(d) Tenant shall not and will not:

(1) place or maintain any trash, refuse or other articles in any corridor or entry of the building, and shall place the same only where designated by Landlord;

(2) use or permit the use of any area of the Demised Premises for any unlawful purpose or for any purpose or by any person not specified in Section 7 of this Lease;

(3) maintain any load upon the floor of any area of the Demised Premises which, in the opinion of the Landlord's Architect or Engineer, is beyond its safe carrying capacity;

(4) knowingly violate any of the building and premises reasonable security and operation regulations as Landlord may, from time to time, promulgate in writing and which shall be furnished to Tenant in order to be binding;

(5) place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises or of the building or upon the Demised Premises without first having obtained Landlord's written approval which consent shall not be unreasonably withheld, and, if so approved, Tenant shall thereafter maintain such sign, decoration or lettering in good condition and repair at all times; and although Landlord recognizes that the Tenant will utilize signs to identify or promote its business customarily utilized by banks and agrees to those signs in advance; and further, Tenant shall be included on the directory board in the main lobby.

(6) do, suffer or keep any materials within the Demised Premises which will contravene Landlord's policies insuring against loss by fire or other hazards or which will prevent Landlord from procuring such policies in companies and at rates otherwise obtainable. Should Tenant violate the provisions of this subsection then, upon such act not being cured within five (5) calendar days after notice to Tenant, Tenant shall be responsible for any increase in such insurance premiums while steps are being taken to cure such problem.

11. UTILITIES.

Tenant shall be responsible for providing and paying for all separately metered utility expenses to the Demised Premises, including but not limited to electric, telephone, gas, water, sewer, computer and other data and/or communication expenses. All other utilities provided to the Demised Premises shall be paid by the Landlord and reimbursed by Tenant in accordance with the Common Area Maintenance (CAM) set forth herein.

12. COMMON AREA MAINTENANCE EXPENSE.

(i) Lessee covenants to pay as additional rent (a) to Lessor (i) in monthly installments, at the time of paying base rent, Lessee's Pro Rata Share, as defined herein, of all Common Area Charges, as hereinafter and defined and (ii) the Monthly Parking Fee, as hereinafter determined and defined, (b) all charges for electricity, telephone, sewer, water and all other utilities and services for the Demised Premises, maintenance and janitorial services, all premiums for the insurance required to be maintained by Lessee under this Lease, (c) to Lessor, Lessee's Pro Rata Share of the real estate taxes assessed with respect to the Plaza, and (e) all other costs, charges and expenses levied, assessed or imposed against or with respect to Lessee's use or occupancy of the Demised Premises, excepting only such costs, charges and expenses as are expressly provided herein to be the obligation of Lessor. All such costs, charges and expenses shall be paid on or before the due date thereof and Lessee shall provide Lessor with proof of payment from time to time upon Lessor's request. As used herein, the term "rent" shall be deemed to include both the base rent and such additional rent and any other charges, costs or sums payable by Lessee to Lessor hereunder and Lessor shall have all rights and remedies with respect thereto as for the non-payment of rent. Tenant's Pro Rata Share is based upon 3.7% of total chargeable area.

(ii) As used herein "Common Area Charges" shall include, without limitation, all sums expended in connection with the Common Areas for all general; maintenance, repairs and replacements, relocation of facilities, painting, stripping, re-stripping, cleaning, snow removal, sweeping and janitorial services, maintenance and repair of sidewalks, curbs, landscaping, or sprinkling systems, planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; all structural and roof repairs/replacements and maintenance and painting or renovation of the exterior portion of all or any part of the improvements constructed on the Demised Premises; maintenance, repair and replacement of any fire protection systems, lighting systems, storm drainage systems and any other utility systems including but limited to any HVAC system, electrical system, plumbing system, water system, sprinkler system, sewer system, and mechanical system; all costs or expenses incurred by reason of any repairs for energy or safety purposes as required by any governmental statutes, ordinances, rules,

or regulations enforced from time to time; personnel to implement such services concluding, maintenance and security personnel; and all insurance premiums with respect to the Plaza and other Insurances and endorsements Lessor deems necessary on the Plaza in amounts as required by Lessor. Lessor deems necessary on the Plaza in amounts as required by Lessor. Lessor may cause any and all of said services included within the Common Area Charges to be provided by an independent contractor or contractors.

(iii) Included in the Common Area Charges is the Lessee's pro-rata share of the Real Estate taxes assessed upon the Plaza and the Demised Premises.

(iv) The initial amount of the monthly installment of Lessee's Pro Rata Share of Common Area Charges shall be 3.7% of property Common Area Charges or \$360.82, payable on the Commencement Date and the first of each month thereafter. Lessor shall provide Lessee with a statement by January 31 of each year showing a reconciliation of these expenses for the period January 1 through December 31.

13. INSURANCE, TAXES AND SPECIAL ASSESSMENTS.

The Landlord shall pay all insurance and real estate taxes, charges, and payments levied on the building during the Tenancy any public or governmental body against the building, including any imposition imposed on Landlord in lieu of or in substitution for real estate taxes, charges, assessments with Tenant reimbursing Landlord three (3) percent of such total insurance and tax costs.

14. ALTERATIONS.

Tenant, from time to time at its expense, may make such alterations, improvements, repairs and additions to and upon the Demised Premises and install therein such fixtures, equipment, furniture and property as it may consider advisable for the conduct of its business. Tenant will not, without the prior written consent of Landlord, make or suffer to be made any alterations, improvements or additions which will affect the structural portions of the Demised Premises. Landlord agrees that it will not unreasonably withhold consent to the making of such alterations, improvements or additions. Tenant shall be obligated to remove any alterations, improvements, and repairs, and to restore the Demised Premises to its prior condition, at the expiration of the Term upon written notice from Landlord.

15. SIGNAGE.

Tenant, at Tenant's sole cost and expense and subject to appropriate governmental approvals, shall have the right to install signage on the exterior of the building. Tenant shall also have the right to install signage on the Premises entry doors and the windows. All signage shall be subject to Landlord's reasonable approval. Tenant will be allowed to keep all current signage on building.

16. FIXTURES AND PERSONAL PROPERTY.

All fixtures, equipment, furniture and personal property, installed by or at the expense of Tenant shall remain the property of Tenant. At any time during or at the expiration of the Term hereof or any Renewal Term(s) or earlier termination of this Lease, Tenant may, but is not obligated to, remove any or all such fixtures, equipment, furniture and personal property installed by or at the expense of Tenant as it may elect. Tenant shall repair any damage caused by such removal.

17. CASUALTY AND OTHER DAMAGE.

(a) If the building shall be partially or totally damaged or destroyed by fire or other casualty (and if this Lease shall not be terminated as provided in this Article), Landlord shall at its sole cost and expense promptly repair the damage to and restore and rebuild the building, including the Demised Premises (excluding Tenant's improvements, Tenant's personal property, furniture and trade fixtures) with due diligence after notice to it of the damage or destruction. Landlord shall repair and restore the Demised Premises to at least the same condition and quality as existed immediately prior to such fire or other casualty, whether or not any insurance proceeds have been collected or are sufficient for such purpose. Any repairs required to be made by Landlord pursuant to this Article shall be made promptly, with due diligence, and in such manner as not to interfere with Tenant's use and occupancy of the portion of the Demised Premises not so damaged, destroyed or rendered untenable by such damage or destruction.

(b) If all or part of the building shall be damaged or destroyed or rendered completely or partially untenable on account of fire or other casualty, the Fixed Rent shall be abated in the proportion that the untenable area of the Demised Premises bears to the total area of the Demised Premises, for the period from the date of the damage or destruction to the date the damage to the building shall be repaired.

(c) If ten percent (10%) or more of the building shall be damaged, destroyed or otherwise rendered untenable by fire or other casualty, Landlord shall deliver to Tenant, within thirty (30) days after the occurrence of the casualty, a statement ("Engineer's Statement") prepared by an independent licensed architect or professional engineer ("Engineer") selected by Landlord and reasonably acceptable to Tenant setting forth such Engineer's estimate of the time required for the repair or restoration of such damage or destruction in accordance with good construction practice. If the Engineer's Statement shall show that the estimated time required for the repair and restoration of such damage to the building to at least the same condition and quality as existed immediately prior to such fire or other casualty is more than ninety (90) days from the date of the casualty, then Tenant may elect to terminate this Lease by giving Landlord written notice to such effect within thirty (30) days after the date on which Landlord and Tenant receive the Engineer's Statement. In such event, this Lease shall terminate on the date which shall be thirty (30) days after giving of such notice. Tenant's liability for Rent shall cease as of the day on which Tenant delivers such termination notice to Landlord, and any prepaid portion of the Rent for any period after such date shall be refunded by Landlord to Tenant.

(d) In the event that the Engineer's Statement indicates that the building can be repaired within ninety (90) days of the casualty, then Tenant shall not have the right to terminate this Lease and Landlord shall be obligated to repair promptly the damage to the building, including the Demised Premises, and restore the building, including the Demised Premises, to at least the same condition and quality as existed immediately prior to such casualty. If Landlord shall fail to repair the damage to the building, and restore the building as provided in this Article within ninety (90) days after the date of such casualty, Tenant may elect to terminate this Lease by giving written notice thereof to Landlord not more than thirty (30) days following the expiration of such ninety (90) day period. This Lease shall terminate thirty (30) days after the date Tenant shall have given such notice of termination. If this Lease shall be so terminated, Rent shall be prorated and adjusted as of the date Tenant delivers such notice of termination to Landlord, and any prepaid portion of the Rent for any period after such date shall be refunded by Landlord to Tenant.

(e) In the event that (a) the building or the Demised Premises shall be damaged, destroyed or otherwise rendered untenable by fire or other casualty during the last Lease Year of the Initial Term or any Renewal term; or (b) the restoration or repair of the building shall require more than ninety (90) days, as estimated by an independent licensed architect or professional engineer selected by Landlord and reasonably acceptable to Tenant in a written statement (the "Repair Statement"); or (c) Tenant shall not have exercised its Renewal Option prior to such fire or other casualty, and Tenant fails to exercise its Renewal Option for the next succeeding Renewal Term within thirty (30) days after receipt by Tenant of the Repair Statement, then Landlord shall have no obligation to repair or restore the building and either Landlord or Tenant may elect to terminate this Lease by written notice sent to the other within thirty (30) days after the date on which Landlord and Tenant receive the Repair Statement. In such event, this Lease shall terminate on the earlier of the Expiration Date or thirty (30) days after the giving of such notice. Tenant's liability for Rent shall cease as of the day on which such notice of termination has been received by the other party, and any prepaid portion of the Rent for any period after such date shall be refunded by Landlord to Tenant.

(f) It is expressly understood that Landlord shall insure the building including common area equipment and the Demised Premises at its full replacement value or to an extent that there would be no coinsurance penalty by the Landlord's insurance carrier. Landlord will not carry insurance of any kind on Tenant's personal property, furniture, and trade fixtures installed and owned by Tenant and shall not be obligated to repair any damage to or replace Tenant's personal property, furniture, and trade fixtures in the event of any casualty to the building or the Demised Premises.

18. INDEMNIFICATION.

(a) Tenant hereby agrees to make no claim against Landlord and to assume the responsibility of defending, at Tenant's expense, any claim which shall be made against Landlord by any agent, employee, licensee, or invitee of Tenant or by others claiming the right to be on the Demised Premises through or under Tenant, for any injury, loss, or damage to person or property occurring on the Demised Premises caused by the negligence of Tenant or its employees, agents or licensees and not caused by the negligence or willful acts of Landlord or its employees, agents, licensees, or invitees. Tenant shall save Landlord, its agents and employees harmless and indemnified from all loss, damage, liability, or expense

incurred, suffered or claimed by reason of Tenant's neglect, and to be answerable for all nuisances caused or suffered thereon. Nothing herein shall relieve Landlord from liability for the failure to perform, or the negligent performance of its obligations under this Lease.

(b) The Landlord shall not be liable for any injury to any person while on the Leased Premises or the Real Property or for damage to property while located on the Leased Premises or the Real Property, whether owned by Landlord, Tenant or third parties, whether caused by or resulting from any act, or omission, of Landlord or any of its respective agents, servants or employees, or by fire, or by any other casualty or condition existing on or resulting to the Leased Premises or the Real Property during the Term, and Tenant shall maintain all of the insurance policies and coverages referred to in this Lease to insure Landlord against any loss or liability on account of any such claim. Landlord shall not be liable for any damage to any property at any time located within or about the Leased Premises or the Real Property including, but not limited to, property of Tenant, by whatsoever cause, nor shall Landlord be liable in any claim for damages by reason of inconvenience or interruption to the business of Tenant, irrespective of the cause therefor. The Tenant shall indemnify, defend and hold harmless the Landlord, its successors and assigns, any affiliate, officer, director, shareholder, employee or any agent of Landlord from and against any and all liability, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorney's fees (including any such fees and expenses incurred in enforcing this indemnity) resulting from, or arising out of, or in any way connected with, injury to, or the death of, any person (including any indemnified party and Tenant's own employees) or damages to property of any kind wherever located and by whomever owned (including that of any indemnified party) or otherwise arising out of, or in any way connected with, the Building, the Leased Premises, the Access Area, the Parking Area or the Real Property and the conduct by the Tenant of the Tenant's business therein or therefrom, including any liability attributable in whole or in part to the active or passive negligence, or other fault, of the Landlord. With regard to claims made against the Landlord by an employee of the Tenant, anyone directly or indirectly employed by the Tenant, or anyone for whose acts the Tenant may be liable, the Tenant's indemnification obligation hereunder shall not be limited by the provisions of any workers' compensation acts, disability benefit acts or other employee benefit acts and the Tenant hereby waives any and all defenses and/or immunities afforded it under said acts. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS LEASE, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**

(c) All property kept, stored or maintained on the Demised Premises shall be so kept, stored, or maintained at the risk of the Tenant only, and the Landlord shall not be liable for any loss or damage to the Tenant or Tenant's property.

19. CONDEMNATION.

The Tenant may, at its option, terminate this Lease if any portion of the building is condemned by any governmental body or by any other body or organization possessing the power of condemnation, provided such condemnation substantially impairs the use or enjoyment by Tenant of the Demised Premises. In the event of the taking through eminent domain of all, or any portion, of the building, the

Landlord shall promptly notify the Tenant in writing of such taking. Within sixty (60) days after receipt of such written notice, the Tenant shall notify the Landlord, in writing, whether such taking through eminent domain, in the opinion of the Tenant, substantially impairs its use or enjoyment of the Demised Premises. If the Tenant's decision on this matter is in the affirmative, then Tenant shall also include in said notice the time when Tenant desires to terminate this Lease, which time shall not be earlier than sixty (60) days before physical work is scheduled to be instituted on the building by the condemning authority, nor later than sixty (60) days after the same time. The failure of the Tenant to give notice set forth above as required and within the time limit set forth above, shall be conclusively construed as a decision on the Tenant's part that such taking does not substantially impair its use or enjoyment of the Demised Premises. Landlord covenants and agrees that if this Lease is not terminated, the condemnation award shall be used to rebuild and restore the building. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any public authority exercising the power of eminent domain, both parties reserving the right, at their own expense, to take independent proceedings against such public authority to prove and establish any damage to which said party may have sustained.

20. ASSIGNMENT AND SUBLETTING.

Tenant, while remaining liable for the obligations of this Lease, shall have the right to assign this Lease or sublet the Demised Premises in whole or in part with the written consent of the Landlord, which consent shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublet the Demised Premises or any part thereof to a subsidiary, parent affiliated, or successor company of Tenant without the necessity of obtaining Landlord's consent. Landlord shall have the right to assign this Lease without Tenant's consent. Any assignment by Tenant shall not release Tenant of any liability or obligation hereunder.

21. EVENTS OF DEFAULT.

If Tenant fails to pay any installment of rent promptly on the day when due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice from Landlord of such failure to pay, or if Tenant shall fail to promptly keep and perform any other affirmative covenant or agreement of this Lease, strictly in accordance with the terms thereof and shall continue in default for a period of thirty (30) days after written notice thereof by Landlord of default and demand of performance or compliance, then such shall be an Event of Default ("Event of Default"). If any default shall occur, other than in the payment of money, which cannot with due diligence be cured within such period of thirty (30) days from and after the giving of notice as aforesaid, and Tenant commences to cure such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to continue to cure such default and does so cure such default, then Landlord shall not have the right to declare an Event of Default. Any of the following shall also constitute an Event of Default: Tenant is adjudicated a bankrupt or insolvent, institutes proceedings for a reorganization or for an arrangement under the Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Tenant and is not discharged or dismissed within one hundred twenty (120) days.

22. REMEDIES.

Upon the occurrence of an Event of Default, all rent remaining due pursuant to the Lease for the balance of the term shall be accelerated and become immediately due and payable, and Landlord may enter into the Demised Premises or any part thereof, upon written notice to Tenant, and relet the Demised Premises for the Tenant's account. Tenant shall continue to be liable for rent due and payable until the Demised Premises are relet by Landlord, provided that Tenant shall not be liable for such payments of rent unless Landlord uses its best efforts to relet the Demised Premises in order to mitigate the Tenant's damages. Landlord hereby expressly covenants and agrees to such obligation to mitigate damages. Tenant shall be liable for any and all expenses (including attorney's fees, disbursements, actual costs and brokerage fees) incurred by Landlord in reentering and repossessing the Demised Premises, in making good any default of Tenant, in painting, altering, repairing or dividing the Demised Premises, in protecting and preserving the Demised Premises and in reletting the Demised Premises.

23. GOVERNMENTAL ACTIONS.

Notwithstanding anything contained herein to the contrary, in the event that the Tenant, or its successor is closed or taken over by the banking authority of the Commonwealth of Pennsylvania, or other bank supervisory authority, Landlord may terminate this Lease only with the concurrence of such banking authority or other bank supervisory authority, and any such authority shall in any event have the election either to continue or to terminate this Lease; provided, however, that in the event this Lease is terminated, the maximum claim of Landlord for damage or indemnity for injury resulting from the rejection or abandonment of the unexpired term shall in no event be in an amount exceeding the rent reserved by this Lease, without acceleration, for the year next succeeding the date of the surrender of the Demised Premises to the Landlord, or the date of re-entry of the Landlord, whichever first occurs, whether before or after the closing of the Bank, plus an amount equal to the unpaid rent accrued, without acceleration up to such date, all subject to Landlord's duty to mitigate losses.

24. HOLDOVER.

If the execution of a new lease or renewal of this Lease is not made and the Tenant remains in possession of the Demised Premises after the expiration of tenancy created hereunder, Landlord may, at Landlord's option: (i) deem such holdover a renewal of this Lease on a month-to-month basis upon the same terms, covenants and conditions herein, except that the base rent shall be at a monthly rate equal to one hundred seventy-five percent (175%) of the Base Rent; or (ii) Landlord may take such steps as may be required to remove Tenant from the Demised Premises and until Tenant vacates or is removed from the Demised Premises, Landlord shall be entitled to payment from Tenant of rent in the amount determined in accordance with subpart (i) for each month or fraction of a month during which Tenant holds over. In addition, Tenant shall pay and reimburse Landlord for any damages, loss, costs or expenses incurred as a result of Tenant's continued possession or occupancy of the Demised Premises after the expiration of the tenancy created hereunder. Notwithstanding the above, if the parties are

negotiating a new lease or lease renewal in good faith, Landlord will not deem Tenant a holdover Tenant.

25. SURRENDER.

The Tenant shall, upon the expiration or earlier termination of this Lease, surrender to the Landlord the Demised Premises and all fixtures situated thereon except items which may be removed under Section 12 and 13 hereof. All alterations, improvements, and other additions which may be made or installed by either party to, in, upon or about the Premises shall either be removed by Tenant pursuant to Sections 12 and 13 hereof or become the property of the Landlord as the Tenant may elect, and if Tenant elects not to remove the same, they shall be surrendered to the Landlord by the Tenant without any damage, injury, or disturbance thereto (normal wear and tear and damage by fire or other casualty excepted), or payment therefor, and otherwise Tenant shall repair any damage caused by removal.

26. SUBORDINATION AND NON-DISTURBANCE AGREEMENT.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

27. ADDITIONAL INSTRUMENTS.

Tenant shall, at the request of Landlord, execute such additional instruments as Landlord's mortgagee may request from time to time or as may be required or convenient hereunder not inconsistent with the terms and conditions hereof.

28. LANDLORD'S COVENANT OF TITLE AND QUIET ENJOYMENT.

Landlord covenants and warrants that at the commencement of the Initial Term, Landlord shall have full and lawful authority to enter into this Lease for the full term hereof, and that Landlord will be lawfully seized of the land and building and will have good title thereto and that at all times when Tenant is not in default under this Lease, Tenant's quiet and peaceable enjoyment of the Demised Premises shall not be disturbed or interfered with by anyone.

29. LANDLORD'S RIGHT OF ENTRY.

Subject to the reasonable security requirements of the Tenant and upon forty-eight (48) hours advance notice (except in case of an emergency), Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Demised Premises at all reasonable times during business hours (except in case of an emergency) for the purpose of making any necessary repairs thereto. In connection with the foregoing, landlord shall take all reasonable steps to maintain confidentiality with respect to Tenant's business affairs and records. In making such repairs, Landlord agrees not to unreasonably and unnecessarily interfere with Tenant's business operations and Landlord will coordinate the scheduling of such work with Tenant to satisfy the reasonable needs and requirements of Tenant to the extent the same does not cause delay or extra cost with regard to such work.

30. NOTICES.

All notices and writing required under this Lease shall be deemed to be properly served if delivered personally or sent by certified mail, return receipt requested, to Landlord at 1500 Sycamore Road, Suite 120, Montoursville, PA 17754; and to Tenant at 427 Hepburn Street, Williamsport, PA 17701; or at such other address as Landlord and Tenant may designate for themselves in writing from time to time. Date of service by mail shall be the date on which such notice or writing is deposited in a post office of the United States Postal Service.

31. MEMORANDUM OF LEASE.

Tenant shall, upon request by Landlord at any time, execute a Memorandum of this Lease in a form suitable for recording in the Recorder of Deeds Office of Lycoming County, Pennsylvania, which shall set forth, among other things, lease term, any options, and premises description. The amount of rent shall not be stated in any such memorandum.

32. BROKERS.

Tenant and Landlord represent to each other that they have not dealt with any broker in connection with the proposed Lease.

33. SUCCESSORS AND ASSIGNS.

This Lease shall inure to the benefit of and shall bind the successors and assigns of the parties to the extent that the parties' rights hereunder may succeed and be assigned according to the terms hereof.

34. APPLICABLE LAW.

This Lease shall be deemed a contract under the laws of the Commonwealth of Pennsylvania and shall be construed in accordance with such laws.

35. DESCRIPTIVE HEADINGS.

The descriptive headings of the several paragraphs hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of its provisions.

36. REMEDIES CUMULATIVE.

No reference to any specific right or remedy shall preclude Landlord or Tenant from exercising any other right or from having any other remedy or from maintaining any action to which they may otherwise be entitled at law or in equity.

37. WAIVERS.

The failure of Landlord to insist upon a strict performance of any covenants of this Lease or to exercise any right herein contained shall not be a waiver or relinquishment for the future of such right, but the same shall remain in full force and effect, unless expressly waived by Landlord in writing.

38. SEVERABILITY.

If any of the terms, provisions or conditions of this Lease, or any portions thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

39. COUNTERPARTS.

This Lease Agreement may be executed in one or more counterparts, which may be in electronic format, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Where this Agreement has been signed in multiple counterparts, the signature page of such instrument may be detached and reattached to any other which is identical in form.

40. JOINT & SEVERAL LIABILITY.

All persons signing this Lease as Tenant shall be held jointly and severally liable for all terms of the Lease.

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

WITNESS:

DANKO HOLDINGS, L.P.

By: _____
Daniel A. Klingerman, President of General
Partner, Danko Holdings, Inc.

WITNESS:

SUSQUEHANNA COMMUNITY HEALTH AND
DENTAL CLINIC, INC.

By: _____
Name:
Title: