



December 22, 2021

Susquehanna Community Health and Dental Clinic, Inc.
471 Hepburn Street
Williamsport, PA 17701
Attention: Max Houseknecht, Jr., CFO

Dear Mr. Houseknecht:

On behalf of Citizens & Northern Bank (the "Bank"), I am pleased to offer Susquehanna Community Health and Dental Clinic, Inc. (the "Borrower") a commitment for the following credit accommodations (the "Credit Accommodations"), subject to all the following terms and conditions:

1. Term Loan.

- (a) Maker(s): Susquehanna Community Health and Dental Clinic, Inc.
- (b) Credit Amount: \$176,000.00
- (c) Type of Credit: Term Loan
- (d) Purpose: Purchase Commercial Real Estate
- (e) Term: 120 Months
- (f) Interest Rate Option 1: Fixed at 4.50% for seven years as of the date of the Note. Thereafter, the rate will be adjusted at the Published Wall Street Journal Prime Rate.
- (g) Interest Rate Option 2: Fixed at 3.99% for five years as of the date of the Note. Thereafter, the rate will be adjusted at the Published Wall Street Journal Prime Rate.
- (h) Rate Adjustment Period for Rate Option #1: Every 7 Years
- (i) Rate Adjustment Period for Rate Option #2: Every 5 Years
- (j) Floor or Rate Option #1 & #2: The minimum interest rate (i.e. floor) will not be less than 3.75%
- (k) Payments for Rate Option #1: 120 monthly installments of principal and interest. The initial installment amount shall be calculated by Bank in the Bank's sole discretion at the time of closing based upon the date of closing, the interest rate (on the basis of actual number of days elapsed and a 360-day year) and a 10-year amortization period. After the interest rate changes the installments of principal and interest due and payable thereafter shall be recalculated (increased or reduced) to reflect the adjusted interest rate, the outstanding principal balance at such time and the remaining term of the amortization period. The initial

principal and interest payment will be approximately \$1,829.00.

(l) Payments for Rate Option #2: 120 monthly installments of principal and interest. The initial installment amount shall be calculated by Bank in the Bank's sole discretion at the time of closing based upon the date of closing, the interest rate (on the basis of actual number of days elapsed and a 360-day year) and a 10-year amortization period. After the interest rate changes the installments of principal and interest due and payable thereafter shall be recalculated (increased or reduced) to reflect the adjusted interest rate, the outstanding principal balance at such time and the remaining term of the amortization period. The initial principal and interest payment will be approximately \$1,786.00.

(m) Prepayment Charge: A "fixed rate prepayment penalty" will be charged if the loan is refinanced with another financial institution equal to the product of: (a) the principal amount prepaid and (b) the percentage set forth below for any prepayment made during the indicated period. Prepayments may be made with internally generated cash flow.

Loan Year 1	5%
Loan Year 2	4%
Loan Year 3	3%
Loan Year 4	2%
Loan Year 5	1%

2. Fees.

\$200.00 Commitment Fee payable at the time of closing of the loan.

3. Collateral. The following shall be given as collateral to secure the performance and payment of all obligations respecting the Credit Accommodations:

Commercial Real Estate (the "Commercial Properties")

A first priority mortgage on real property located at 255 & 259 Allegheny St., Jersey Shore, PA 17740.

4. Financial Reporting.

(a) Susquehanna Community Health and Dental Clinic, Inc. shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Financial Statement – Audited	Annually	Within 120 days after fiscal year end.
Accounts Receivable Aging	Quarterly	Within 30 days after the end of each quarter.
Accounts Payable Aging	Quarterly	Within 30 days after the end of each quarter.

In addition, Susquehanna Community Health and Dental Clinic, Inc. shall furnish to the Bank such other reports as shall be required in the loan documents.

5. Costs and Expenses. Whether or not the Credit Accommodations are closed, all costs and expenses incurred by the Bank in connection with the Credit Accommodations, including but not limited to attorneys' fees and any and all other expenses, shall be paid by the Borrowers on demand therefor. Such costs and expenses shall be in addition to, and shall not be offset against, any commitment or other fee due and owing to the Bank.

6. Operating and Deposit Accounts. The Borrowers shall maintain with the Bank their primary operating and deposit accounts. At the option of the Bank, all loan payments and fees will automatically be debited from the Borrowers' primary operating accounts and all advances will automatically be credited to the Borrowers' primary operating accounts.

7. Indemnification. Borrowers agree to indemnify the Bank and hold it harmless from and against all costs, expenses (including fees and expenses of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether the Bank is a party thereto) which relate to the proposed transactions, including the financing contemplated hereby or any transactions connected therewith, provided that the Bank will not be indemnified for its gross negligence or willful misconduct. Borrowers' obligations under this paragraph shall survive any termination of the Bank's proposal hereunder and shall be effective regardless of whether definitive loan and collateral documentation is executed or any loans are made respecting the Credit Accommodations.

8. Real Estate Due Diligence. Prior to the closing the Bank shall have received, at its option, an as-is appraisal satisfactory to the Bank of all real estate being encumbered (the "Real Estate"), such surveys or engineer's reports as the Bank shall require respecting the Real Estate, satisfactory evidence concerning the existence of hazardous materials, title and compliance with zoning and land use laws respecting the Real Estate. Such as-is appraisal shall be acceptable to the Bank and confirm that the fair value of the real estate is at least \$220,000. In addition, the Bank's legal documentation shall contain provisions concerning the payment of taxes and purchase of property insurance for the Real Estate acceptable to the Bank and such other provisions acceptable to the Bank in its sole discretion.

9. Title Insurance. Title Insurance shall be issued in an amount not less than the above commitment. This policy will show a first lien position and matters concerning title acceptable in the sole discretion of the Bank and will include appropriate title insurance endorsements #100, 300 and 710.

10. Hazard Insurance. Borrower shall maintain insurance on all assets serving as collateral for the loan with an insurance company and in an amount satisfactory to the Bank. The Bank shall be named as loss payee on said insurance policies. Should it be determined that the property is located in a Flood Hazard Area, the Borrower shall provide flood insurance in an amount satisfactory to the Bank.

11. Environmental Compliance. Borrower has not breached and is not in violation of any environmental protection law, rule or regulation. Borrower further agrees to notify the Bank immediately in writing of any breach or violation. Borrower agrees to hold the Bank and its employees harmless from any loss, liability or expense arising from any such breach or violation.

12. Cross-Collateralization/Cross-Default. Each and any loan by the Bank to the Borrower or any Guarantor shall be considered to be cross-collateralized by and cross-defaulted with each and every other loan by the Bank to the Borrower or Guarantor. The collateral for, and any default existing or occurring under, any such loan shall serve as collateral for, or constitute a default under, all loans from the Bank to the Borrower or Guarantor.

13. Acceptance of Commitment. This commitment letter must be accepted and returned to the Bank no later than at the close of business on January 8, 2021 (along with any fees due with the acceptance of this letter), and the closing of the Credit Accommodations must occur within 30 days thereafter. The Bank's commitment hereunder will expire in the event the Bank has not received such acceptance and applicable fees, if any, on or before January 8, 2021 or the closing has not occurred within such 30 day period, all in accordance with the prior sentence.

14. Use of Proceeds. No portion of any of the Credit Accommodations is to be used for (i) the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. 221 and 224 or (ii) primarily personal, family or household purposes.

15. Supersedes Prior Dealings. This letter supersedes Borrowers' application for the Credit Accommodations and any other prior dealings between the Borrowers and their agents and the Bank in connection with the Credit Accommodations.

16. Survival of Conditions. The terms, conditions, requirements and obligations of the Borrowers and any guarantor set forth herein shall survive and remain in full force and effect after the closing of the Credit Accommodations unless expressly superseded by the loan documents or by written waiver of the Bank.

17. Governing Law. This letter shall be governed by the laws of the Commonwealth of Pennsylvania.

18. Counterparts. This letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement.

19. Additional Terms. This letter does not include all the terms and conditions that will be covered in the Bank's legal documentation for the Credit Accommodations, but it does state the essential business terms of the Bank's proposal. These terms have been approved in reliance on the financial statements, projections, and other information provided by Borrowers and any guarantor to the Bank, and are therefore conditional upon there being no material adverse change in the Borrowers' (or any guarantor's) financial condition or any adverse change, governmental or judicial action concerning the Borrowers' business or assets. In addition, the extension of any financial accommodation by the Bank is subject to the execution of, and compliance with, documentation that is satisfactory to the Bank and its counsel, which shall include additional terms and conditions, including without limitation additional reports, as well as the filing by Bank, in its discretion, of initial financing statements.

If you have any questions or comments on the terms of this letter, please do not hesitate to call me. If the foregoing terms and conditions are acceptable to you, please acknowledge below and return a signed counterpart to this letter on or before the close of business on January 8, 2021 together with all applicable fees, if any. The Bank's commitment hereunder will expire at such time in the event the Bank has not received such acceptance and applicable fees, if any, in accordance with the prior sentence.

Sincerely,

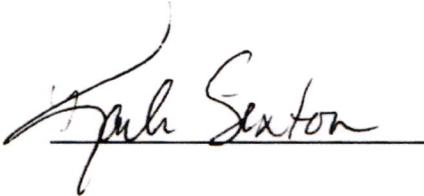


HALLE N. NIKLAUS
Commercial Loan Relationship Manager II
1510 Dewey Avenue, Williamsport, PA 17701
HalleN@cnbankpa.com
P: 570.601.0434
F: 570.323.9325
cnbankpa.com



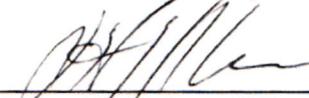
The above commitment is hereby accepted and interest rate option 2 is selected.

Witness:



Borrower:

Susquehanna Community Health and Dental Clinic, Inc.

By: 
James Yoxtheimer, CEO

By: 
Max Houseknecht, Jr., CFO