

AUTOMATED TELLER MACHINE (ATM) LEASE

THIS AUTOMATED TELLER MACHINE (ATM) LEASE (this “Lease”) is made this _____ day of August, 2024 (the “Effective Date”), by and between **SAWHUD LAND LLC**, a Pennsylvania limited liability company with an address of 358 Front Street, Mahaffey, PA 15757 (hereinafter referred to as “Lessor”), and **NORTHWEST BANK**, a Pennsylvania-chartered savings bank, with its principal office located at 100 Liberty Street, Warren, Pennsylvania 16347 (hereinafter referred to as “Lessee”).

W I T N E S S E T H:

WHEREAS, Lessor is the fee title owner of the premises commonly known as 426 and 434 State St, located in Curwensville Borough, Clearfield County, in the Commonwealth of Pennsylvania, with a tax parcel identification numbers of H10-278-00050 and H10-278-00065 (hereinafter together referred to as “Lessor’s Property”); and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of Lessor’s Property consisting of approximately 100 square feet of space (hereinafter referred to as the “Leased Premises”), such Leased Premises being in the location shown on the site plan attached hereto as **Exhibit A**, for the purpose of maintaining and operating an Automated Teller Machine (“ATM”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Lessor and Lessee agree as follows:

ARTICLE I **LEASED PREMISES**

Section 1.01. Leased Premises: Lessor hereby leases to Lessee, and Lessee hereby hires and takes as Lessee from Lessor, the Leased Premises, together with the following:

- (a) the right in common with others and with Lessor to use the balance of the common areas, if any, of Lessor’s Property and all of Lessor’s easements, rights-of-way and appurtenances in the adjacent lands, highways, roads, streets and lanes, whether public or private, and for any driveways and approaches to and from abutting highways for the use and benefit of the Leased Premises, including the improvements erected or to be erected thereon;
- (b) the non-exclusive right for the benefit of Lessee and Lessee’s employees, contractors, agents and business invitees of egress and ingress to and from the Leased Premises or over Lessor’s Property; and
- (c) the right for the benefit of Lessee and Lessee’s employees, contractors, agents and business invitees, to utilize such portion of Lessor’s Property reasonably necessary for the installation, repair, replacement or removal of the ATM at such times as Lessee deems necessary, which includes access and utilization of the existing data rack and any data pathways to the location of the ATM in the vestibule.

ARTICLE II
COMMENCEMENT AND LENGTH OF TERM

Section 2.01. Commencement and Term: The term of this Lease shall commence on the Effective Date (the “Commencement Date”) and shall expire on the day immediately preceding the date that is the second (2nd) anniversary of the Effective Date (the “Initial Term”).

Section 2.02. Renewal Terms: Lessee shall have two (2) options to renew the Term of this Lease for periods of one (1) year each (each, a “Renewal Term”) by providing Lessor with written notice of such renewal (the “Renewal Notice”) thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. Each such Renewal Term shall be on the same terms and conditions contained in this Lease. As used herein, “Term” shall mean the Initial Term and any properly exercised Renewal Term, collectively and as applicable.

Section 2.03. Early Termination Right: Lessee shall have the right to terminate this Lease at any time during the Term upon sixty (60) days prior written notice to Lessor. Upon such termination, this Lease shall be deemed null and void and, except as otherwise provided herein, neither party shall have any further obligations hereunder.

ARTICLE III
RENT

Section 3.01. Rent: Commencing on the Commencement Date and during the Term hereof, Lessee covenants to pay to Lessor as rent for the Leased Premises the sum of Three Thousand and 00/100 Dollars (\$3,000.00) per year, payable in equal monthly installments in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00); provided that all rent and other amounts due hereunder shall be prorated for any partial calendar months. Rent for any partial calendar shall be pro-rated on a daily basis.

ARTICLE IV
USE

Section 4.01. Use: The Leased Premises shall be used by Lessee for the installation, maintenance, operation, replacement, and servicing of an ATM, and all uses reasonably and customarily incidental thereto (the “Permitted Use”). Lessee shall not use or occupy the Leased Premises contrary to any statute, rule, order, ordinance, government requirement or regulation applicable thereto or in any manner which would violate the requirements of any certificate of occupancy for the Leased Premises of which Lessor has notified Lessee.

ARTICLE V
UTILITIES

Section 5.01. Utilities: All electricity consumed by the ATM and by those using, maintaining or servicing the ATM shall be borne by Lessor.

ARTICLE VI
LESSOR’S COVENANTS

Section 6.01. Quiet Enjoyment: Lessor represents, warrants, and covenants it has good and unencumbered title to Lessor’s Property free and clear of any encumbrances, liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee’s rights to or use of the Leased Premises, and that

Lessee shall at all times during the Lease Term have peaceable and quiet enjoyment of the Leased Premises undisturbed by Lessor and/or any other person or entity whatsoever.

Section 6.02. Compliance with Laws and Public Orders: Lessor covenants and agrees to observe and promptly comply with, and ensure Lessor's Property and the Leased Premises remains in compliance with, all statutes, laws, by-laws, rules, regulations and requirements of all federal, state and municipal governments, including, without limitation, the Americans with Disabilities Act.

Section 6.03. Authority, Consents, and Encumbrances: Lessor hereby represents and warrants that to Lessee that (a) the person executing this Lease on behalf of Lessor has the full legal authority to bind Lessor, (b) no additional consent or approval from any lender, lender's successor and assign, bankruptcy trustee, bankruptcy court or other court of law, or any other third party is necessary to enter into this Lease or agree to the provisions contained herein, and (c) that the terms of this Lease are approved and are not in conflict with any other agreement or restriction affecting Lessor, Lessor's Property, or otherwise. Lessor hereby agrees to indemnify and holds harmless Lessee, and its successors and assigns, from a breach of the warranties and representations contained in this Article 6.

ARTICLE VII
ACCESS TO LEASED PREMISES

Section 7.01. Access to Leased Premises: Lessee and its customers, employees, agents and other authorized persons shall have convenient access to and from the Leased Premises during such hours as may be determined by Lessee from time to time, including Lessor's regular business hours. Lessor shall not suffer or permit in any way the erection, placement or maintenance upon or within the Lessor's Property any fence, barricade, gate, structure, excavation or other obstruction of any nature whatsoever which would materially impair Lessee's access to the Leased Premises from Lessor's Property or any public street. Further, Lessor shall not permit any merchandise, improvements or other obstructions to accumulate which might hinder customer-access to the ATM.

Lessee and its employees, agents, and subcontractors shall have 24-hours-a-day, 7-days-a-week pedestrian and vehicular access to the Leased Premises at all times during the Term of this Lease for the installation, maintenance and operation of the ATM and any utilities serving the Leased Premises, if applicable. Without limiting the generality of the foregoing and for the avoidance of any doubt, Lessor hereby grants Lessee an easement in, under and across Lessor's Property for ingress, egress, utilities and access to the Leased Premises adequate to install and maintain the ATM and utilities, if applicable, and to service the Leased Premises and the ATM at all times during the Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.

ARTICLE VIII
REPAIRS AND MAINTENANCE

Section 8.01. Repairs and Maintenance: Lessee at its expense shall keep its equipment and personal property at any time situated on the Leased Premises in a neat, clean, orderly and wholesome condition and make all necessary repairs to the ATM with reasonable promptness. Lessor shall, at its expense, keep and maintain Lessor's Property (including the Leased Premises but excluding the ATM) in good maintenance and repair. Without limiting the generality thereof, Lessor shall be responsible for maintaining and repairing the parking lot pavement, as necessary, and keeping Lessor's Property free of rubbish and salted and plowed of snow.

ARTICLE IX
SIGNS

Section 9.01. Signs: Lessee shall have the right and privilege to identify the ATM with a sign on Lessor's Property, provided that any such sign shall be subject to approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, subject to any municipal permits and approvals that may be required, Lessee shall have the right to erect its standard national signage on or at the Leased Premises without obtaining Lessor's prior written approval. Maintenance of the external signs shall be the Lessee's responsibility.

ARTICLE X
ADVERTISING

Section 10.01. Advertising: Lessee shall have the right at all times throughout the Term to advertise the existence and presence of the ATM at the Leased Premises, and to disclose the address of Lessor's Property and use Lessor's name, trade name, trademark, service mark, logo and other identifiers in connection therewith. In addition, the ATM may be equipped to dispense coupons and postage stamps.

ARTICLE XI
INSURANCE AND INDEMNIFICATION

Section 11.01. Insurance: Lessor shall maintain at all times in full force and effect property insurance for the protection of Lessor's Property (including the Leased Premises) and public liability insurance coverage for any loss to persons or property occurring on or at Lessor's Property. Lessee shall maintain at all times in full force and effect property insurance coverage for the protection of the ATM, including its contents, and public liability insurance for any loss to persons or property arising out of the conduct of Lessee's business and its use and operation of the Leased Premises.

Section 11.02. Lessor's Obligation: Lessor shall be liable for and indemnify and save harmless Lessee and its agents, representatives, contractors, employees, officers, and directors, from and against any and all losses, liabilities, damages, costs, claims, suits or actions (including reasonable attorneys' fees and related costs) arising out of any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this Lease set forth and contained on the part of Lessor to be fulfilled, kept, observed and performed, and any damage to property and any injury to any person, including death, whether or not such damage or injury is resulting or occasioned by any wrongful act, default, omission or negligence of Lessor and those for whom it is in law responsible, occurring in and on the Lessor's Property or any part thereof.

Section 11.03. Lessee's Obligation: Except to the extent arising from the negligence, willful misconduct, or breach of this Lease by Lessor, Lessee shall indemnify and save harmless Lessor from any and all liabilities, damages, costs, claims, suits or actions (including reasonable attorneys' fees and related costs) to the extent the same arise out of any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed and performed, and any damage to property and any injury to any person, including death, whether or not such damage or injury is resulting or occasioned by any wrongful act, default, omission or negligence of Lessee and those for whom it is in law responsible, occurring in and on the Leased Premises or any part thereof. Lessee shall not be liable for any injury, death or damage to persons or property resulting from any conditions, present or future, of the Lessor's Property except to the extent caused by its sole negligence or willful misconduct.

Section 11.04. Survival: The indemnifications set forth in this Article shall survive the expiration, cancellation or termination of this Lease.

ARTICLE XII
CASUALTY, EMINENT DOMAIN, AND
OTHER RIGHTS OF TERMINATION

Section 12.01. Casualty or Damage: Should the Leased Premises or a material portion of Lessor's Property be damaged by fire or other casualty of the kind insured against in standard policies of property insurance with extended coverage, then Lessor shall repair and restore same within ninety (90) days after the occurrence of such destruction or damage. If Lessor fails to complete such repairs within the ninety (90) provided herein, Lessee at its election may terminate this Lease and quit the Leased Premises upon written notice to Lessor.

If the destruction or damage of the Leased Premises cannot reasonably be repaired within ninety (90) days after the occurrence thereof, then either party may terminate this Lease upon written notice to the other, which notice must be delivered within thirty (30) days of the occurrence of the damage or destruction.

No rent or other charges shall be payable during any period that Lessee in its reasonable opinion is unable to operate at the Leased Premises for the Permitted Use.

Section 12.02. Eminent Domain: Should the Leased Premises be taken in eminent domain or other legal proceedings so as to make it impracticable or inconvenient to operate at the Leased Premises for the Permitted Use, either party may terminate this Lease. If the whole or any part of the Leased Premises shall be taken or appropriated by any competent authority for any use or purpose during the Term of this Lease, Lessee reserves unto itself the right to prosecute its claim for an award based on its leasehold interest and ownership of its trade fixtures, machinery, equipment and improvements erected upon the Leased Premises for such taking, without impairing any right to Lessor for the taking of or injury to the reversion.

Section 12.03. Other Termination Rights: If, without any fault on behalf of Lessee:

- (a) the operation at the Leased Premises of the ATM is prevented, or substantially limited or impaired by any act or omission of any governmental authority, or becomes illegal, and such condition continues for a period of thirty (30) days; or
- (b) such operation or use is at any time impaired or affected by the permanent closing or relocation of any street adjoining the Leased Premises to which there is direct access to and from the Leased Premises; or
- (c) the whole or such portion of Lessor's Property or the Leased Premises is expropriated so that the portion of the Leased Premises remaining is in Lessee's reasonable opinion such that the use of the Leased Premises shall be rendered impractical and uneconomical having regard to the purpose and intent of this Lease;

then, in any or all of such events, Lessee may terminate this Lease by giving to Lessor at least thirty (30) days' advance notice in writing.

ARTICLE XIII
DEFAULT

Section 13.01. Default: Any failure by either party to observe and perform any provisions or covenant of this Lease, where such failure continues for fifteen (15) days after written notice thereof to the defaulting party, shall constitute a default and breach of this Lease; provided, however, that if the nature of the default is such that

the default cannot reasonably be cured within such fifteen (15) day period, the defaulting party shall not be deemed to be in default if it shall, within the fifteen (15) day period, commence to cure and thereafter act diligently to complete the cure within a reasonable time.

Section 13.02. Remedies: In the event of any default and breach of this Lease, then, in addition to any other remedies available at law or in equity, the non-defaulting party, at its option, may terminate this Lease after giving five (5) days prior written notice of its intention to do so. In addition, the defaulting party shall be liable for any amounts that may then be due and owing to the non-defaulting party up to the date of termination. Notwithstanding the foregoing, in the event that Lessor is in default of this Lease, Lessee shall have the right to cure such default on Lessor's behalf, in which event, Lessor shall reimburse Lessee for all costs and expenses incurred in connection therewith within ten (10) days of Lessee's written demand therefor, failing which, Lessee may offset any such amounts against any upcoming rent until such amounts have been recouped in full.

ARTICLE XIV
NOTICE

Section 14.01. Notices: Any notices or communications required or permitted to be given by this Lease must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF) with delivery and read receipt confirmation, to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

If to Lessor: Sawhud Land LLC
358 Front Street
Mahaffey, PA 15757
Attn: Tony Hugill
Email: tony@thportajohn.com

If to Lessee: Northwest Bank
Attn: Corporate Real Estate
100 Liberty Street
PO Box 128
Warren, PA 16365
Email: cre@northwest.com

ARTICLE XV
INTENTIONALLY OMITTED

ARTICLE XVI
ALTERATIONS AND FIXTURES

Section 16.01. Alterations: Lessee may make alterations and/or improvements to the equipment (including the ATM) situated at or on the Leased Premises from time to time without the prior written consent of Lessor.

Section 16.02. Trade Fixtures, Machinery and Equipment: Lessor hereby agrees and acknowledges that all trade fixtures, machinery, equipment or other personal property of whatever kind or nature kept or installed at the Leased Premises (including, without limitation, the ATM) shall remain the property of Lessee and shall not become the property of Lessor or a part of the realty, no matter how affixed to the Leased Premises, and may be removed by Lessee at any time and from time to time during the Term of this Lease.

Section 16.03. Surrender: Lessee will, at the expiration or sooner termination of the Term of this Lease, peaceably surrender the Leased Premises to Lessor. Lessee will at its own expenses remove the ATM and repair any damage caused by such removal. Notwithstanding the foregoing, provided that Lessee provides Lessor with thirty (30) days' advance written notice, Lessee shall be entitled to remain possession of the Leased Premises for up to thirty (30) days beyond the expiration or termination of this Lease for the sole purpose of removing its trade fixtures, machinery, equipment or other personal property.

ARTICLE XVII
ENVIRONMENTAL

RESERVED

ARTICLE XVIII
MISCELLANEOUS

Section 18.01. Entire Agreement; Recitals; Exhibits: This Lease, together with any exhibits attached hereto, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest. The above recitals are hereby incorporated as if fully set forth herein. All exhibits attached hereto are hereby incorporated herein and made a part hereof by this reference.

Section 18.02. No Waiver: Unless otherwise agreed to in a writing signed by the Lessor and Lessee, no receipt of money by Lessor from Lessee after termination or after the service of notice or after commencing of any suit or after final judgment for possessions of the Leased Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No delay or omission of either party in the exercise of any right accruing upon any default of the other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either party of a breach of, or a default in, any of the terms and conditions of this Lease by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Lease.

Section 18.03. Severability: If any term, covenant or condition of this Lease shall prove to be invalid, void or illegal it shall in no way effect, impair or invalidate any other term, covenant or condition hereof and the remaining terms, covenants and conditions hereof shall nevertheless remain in full force and effect.

Section 18.04. Captions: The titles to sections and articles of this Lease are for convenience of reference only, and not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Lease.

Section 18.05. Successors: The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

Section 18.06. Governing Law: This Lease shall be construed, governed and enforced in accordance with the laws of the state in which the Leased Premises is located.

Section 18.07. Force Majeure: In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Lease by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond its reasonable control, then such party shall not be liable or responsible

for any such delays and the doing or performing of such act or thing shall be excused from the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 18.08. Construction: Whenever a word appears herein in its singular form, such word shall include the plural; and the neutral gender shall include the masculine and feminine genders. This Lease shall be construed neither against nor in favor of either Lessor or Lessee.

Section 18.09. Waiver of Lessor's Lien: Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the ATM or any portion thereof which shall remain Lessee's personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and any Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

Section 18.10. Lease Recording: This Lease shall not be recorded; provided, however, Lessee may, but shall not be obligated to, record a memorandum of lease memorializing the terms hereof, in which event Lessor shall execute such memorandum upon Lessee's request therefor.

Section 18.11. Loss of possessory interest by Lessor: In the event the possessory interest of the Lessor is terminated for any reason whatsoever this Lease may terminate, at the sole option of the Lessee. If Lessee chooses not to terminate this Lease, it shall remain in full force and effect, and be binding upon and inure to the benefit of the parties hereto and their lawful successors and assigns, insofar as permitted by law.

Section 18.12. Authority of Parties: If Lessor is a corporation, trust, or general or limited partnership, Lessor, and each individual executing this Lease on behalf of such entity represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms. If Lessor is a corporation, trust or partnership, Lessor shall deliver to Lessee upon demand evidence of such authority satisfactory to Lessee.

Section 18.13. Multiple Parties: If more than one person or entity is named as Lessor herein, the obligations of Lessor shall be the joint and several responsibility of all persons or entities named herein as Lessor.

Section 18.14. Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

Section 18.15. Counterparts: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

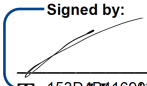
Section 18.16. Costs and Attorneys' Fees: If any judicial action is brought by any party to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs of the action and reasonable attorneys' fees.

(Remainder of Page Left Intentionally Blank – Signatures to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

LESSOR:

SAWHUD LAND LLC

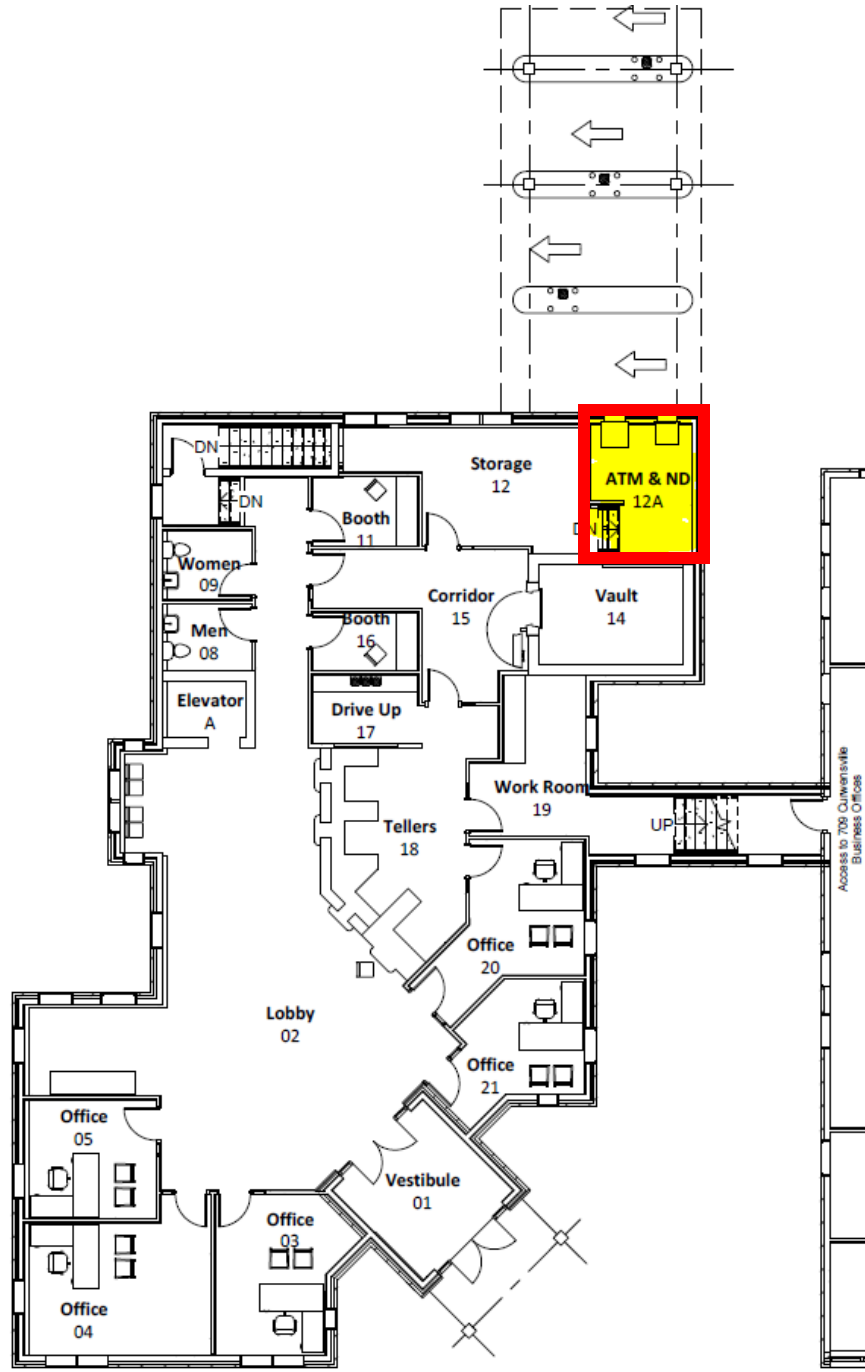
By:  8/16/2024
Name: Tony Hugh
Title: Authorized Member

LESSEE:

NORTHWEST BANK

By: _____
Name: Stephen M. Bell
Title: Senior Vice President Corporate Real Estate

EXHIBIT A



① Level 1