

LEASE AGREEMENT

This Lease made this _____ day of November, 2008 between _____, _____, with a principal place of business located at _____, hereinafter called "Landlord" and _____, with its principal place of business at _____, hereinafter called "Tenant".

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the demised premises, as the same are hereinafter defined and designated. Intending to be legally bound under this Lease, and in consideration of rents hereinafter reserved and the performance of the covenants, agreements, stipulations and conditions imposed on the parties hereto, Landlord and Tenant agree with each other as follows:

ARTICLE 1. AREA AND PURPOSE OF LEASING

1.01 RENTED AREA: Tenant is leasing in accordance with all the provisions of this Lease all of that real property situate at the north end of premises located at _____ which currently is occupied by Tenant as a branch bank, providing banking and financial services, including but not limited to office space, a storage facility located in the rear of said property and parking spaces currently used in the operation of the banking and financial services business. The square footage of the premises totals _____ square feet, which makes up ___% of the square footage of the common areas of the Building, this percentage being based on Tenant's portion of the rentable areas as compared to the total rentable area of the Building occupied by Tenant.

1.02 PURPOSE OF RENTAL: Tenant is leasing said lot and building to be used exclusively for the operation of a branch bank. Any change in such use shall be with Landlord's consent only, which shall not be unreasonably withheld.

For as long as Tenant shall continue to engage in the banking and financial services business, Landlord agrees not to lease any space in the rest of the building to another Tenant, nor allow any of its current Tenants, with the intent to engage in the banking or financial services business.

1.03 PARKING AND SIGNS: Throughout the term of this Lease, Landlord shall provide and maintain a parking area or areas for the use of Tenant's customers and invitees, including employees. Further, Tenant shall continue to have the right to occupy the storage facility located behind the building for storage of its signs and equipment.

Tenant may place standard signage on the frontage, interior (including windows), and exterior area provided for the Leased Premises. All such signs and proprietary marks shall be in compliance with all zoning and governmental authorities.

ARTICLE 2. TERM OF LEASE

2.01 LENGTH OF TERM: The original term of this Lease shall be from the ____ day of _____ to the ____ day of _____.

2.02 RENEWALS: Tenant shall have the exclusive right to renew this lease for _____ year terms. If Tenant desires not to renew the lease at the end of a term, it shall provide written notice of such intention at least 90 days prior to the expiration of the lease term. If no such notice is given, then it shall be presumed conclusively that Tenant intends to renew the lease for an additional term.

ARTICLE 3. RENTS AND RELATED CHARGES

3.01 BASE RENT: Tenant will pay rent to Landlord in the amount of _____ for the initial _____ year term, calculated at the lease rate of _____ per square foot per annum, payable in equal monthly installments in advance of _____. The lease rate for any renewal period shall be the base lease amount being paid at the end of the expiring term plus the most recent consumer price index (CPI rate as published by the Wall Street Journal) in effect at the time of renewal of the lease term.

3.02 ADDITIONAL RENT: Tenant shall pay ___% of the common area maintenance charges which include snow plowing, sidewalk shoveling, sanding, lawn mowing, landscape maintenance, garbage/trash removal service, annual real estate taxes, insurance and parking lighting expenses. Said expenses shall be billed by Landlord to Tenant on a quarterly basis. Tenant has the right to audit additional rent charges with reasonable notice. At the end of each lease year, Landlord will present Tenant a statement showing the costs of all such operating expenses, and Tenant will pay said increase, if any, within thirty (30) days of the presentment of such statement.

3.03 UTILITIES: Tenant will be solely responsible for charges for consumption of all utilities directly servicing its leased premises, which services will all be separately billed directly by the furnishing enterprises to Tenant. In the event that such services are not able to be separately metered to Tenant, Tenant shall pay its proportion of such charges jointly metered with other Tenants under the provisions of this Lease.

3.04 RENT DUE UPON DEFAULT: In the event that Tenant shall default under the terms hereof, the entire rent due for the lease term shall immediately become due and payable.

3.05 RELOCATION: In the event that Tenant elects to relocate its branch bank operation to a new location controlled by Landlord during the term of the lease or any renewal period, this lease shall terminate as of the date of such relocation.

ARTICLE 4. MAINTENANCE AND REPAIRS

4.01 REPAIRS BY TENANT: (a) Tenant shall at all times, at Tenant's own expense, maintain the interior of the leased premises (including all partitions, interior

doors, fixtures, signs and appurtenances thereof) in good order and repair, in a neat, safe, clean and orderly condition. Tenant shall not overload electrical wiring serving the premises or within the premises, and will install at its own expense, but only after obtaining Landlords' written approval, any additional electrical wiring which may be required in connection with the leased premises.

(b) Tenant will repair promptly at its own expense any damage (whether structural or non-structural) to the leased premises caused by any construction or alterations performed by Tenant, or by the installation or removal of property brought into the premises for Tenant's use, regardless of fault or by whom damage shall be caused, unless caused solely by the negligence of Landlords or their servants or employees.

(c) In the event Tenant defaults in performance to Landlord's satisfaction of any of its obligations under Article 4, and such default continues for a period of ten (10) days after written notice from Landlord (except that in an emergency no notice shall be required), Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may (but shall not be obligated to do so) cure such default on behalf of Tenant without any liability of Landlord, its agents, servants, employees, contractors or subcontractors for damage to Tenant's merchandise, fixtures or other property, or to Tenant's business by reason thereof, and Tenant shall reimburse Landlord, as additional rent, upon demand, for any sums paid or cost incurred curing such default, plus administrative costs of Landlord in a sum equal to twenty per cent (20%) of such sums and/or costs.

4.02 MAINTENANCE BY TENANT: During the term of this Lease, except as otherwise herein provided, Tenant will keep the leased space in good order, condition and repair and will remove or cause to be removed any and all rubbish and refuse matter from the leased premises and at the termination of this Lease will deliver up said premises in good condition, order and repair, except those repairs which Landlords are obligated to make hereunder, wear and tear and damage by fire or other casualties excepted.

4.03 MAINTENANCE AND REPAIRS BY LANDLORD: Landlord agrees to maintain the structure of the building (including all entrances, the overhang of the bank drive up service area, and the inside and outside of all glass in doors and windows and show window moldings) of which the leased premises are a part including as well exterior walls, roof and foundation, reasonable wear and tear, damage by fire and other casualty only excepted. Landlord shall also be responsible for maintenance and repair of the HVAC unit.

Landlord shall have the right to change the physical shopping center and the common area as long as said changes do not negatively affect Tenant's visibility, parking, signage, ingress/egress, and car/foot traffic.

ARTICLE 5. INSURANCE AND INDEMNITY

5.01 Tenant will be responsible for the payment of the insurance premiums upon the leased premises and further agrees to maintain insurance on the leased premises both for its benefit and the benefit of the Landlord. Tenant will maintain and solely pay for insurance covering all casualties or thefts which may occur within or at the leased premises, or for insurable occurrences which may be attributed to causes emanating from the leased premises, naming Landlord or any entities designated by it for such purposes as additional insured. Such insurance policies may be in a form, and be placed with insurers who also are insuring Landlord, so as to prevent possibility of mutual refusals of particular claims by separate insurers for individual parties. Tenant will carry policies of at least the following limits: damage to persons \$500,000.00 per person and \$1,000,000.00 per accident; damage to property \$500,000.00, and copies of said policies or certificates of insurance shall be delivered to Landlord prior to occupancy under this Lease.

5.02 TENANT'S INDEMNIFICATIONS: Tenant will indemnify and hold harmless the Landlord from any claim or in any litigation arising out of occurrences in or at the leased premises or as occasioned or suffered by Tenant or any of its employees, agents, or persons in attendance in or at such premises, including for any damages awarded for such claims, or for costs or attorney's fees.

ARTICLE 6. FIRE AND CASUALTY DAMAGE

6.01 REPAIR OF GENERAL DAMAGE: If the leased premises or any portion of it should become damaged or destroyed by casualty, it will be repaired at the sole cost of, and as soon as known and reasonably possible, by the party responsible for insuring the particular damaged area.

To the extent the damaged portion of the premises is not occupiable for Tenant's business purposes, the rent will be suspended as to such portion only, such part of rent to be calculated on ratio of damaged area to whole leased area, and only until the improvements of such portion are restored to the point where they are tenantable again for business. If the occupiable premises remaining is insufficient in itself for the conduct of Tenant's business in terms of its prior operation in the entirety of leased premises, the whole of the rent will be suspended until a sufficient space for business operations is so restored; after which the rent will be resumed pro rata, as above described, only as to such space.

ARTICLE 7. FIXTURES

7.01 INSTALLATION OF FIXTURES: Tenant shall have the right or option to install cases, fixtures and equipment. Any trade fixtures and equipment which may be placed in or upon the said building by Tenant are to remain the property of the Tenant and it shall have the right to remove the same at any time. Tenant shall have the right to install fixtures, machinery, and equipment on the leased premises under lien or title retention device and Landlord will execute all such pertinent releases or waivers as may be reasonably requested by a third party in that connection.

Tenant's failure at the expiration or other termination of this Lease, or any renewal or extension thereof, to remove from the subject premises all or any part of such cases, fixtures and equipment as aforesaid or other personalty shall not be deemed or construed to constitute a holdover by Tenant. Any such cases, fixtures and equipment or other personalty not removed within a reasonable time after termination of this Lease or of any renewal or extension thereof shall be and become the property of the Landlord and may be removed from the leased premises by Landlord when left on the premises by Tenant. Tenant agrees to reimburse and pay Landlord for the reasonable cost of removal of all such property from said premises, if done within thirty (30) days after termination of this Lease.

ARTICLE 8. USE, PERFORMANCE AND OPERATION

8.01 GARBAGE: (a) Tenant agrees not to permit the accumulation (unless in concealed metal or plastic containers) of any rubbish or garbage in, on or about any part of the leased premises.

(b) Tenant shall place garbage in dumpster located on parking lot adjacent to building.

8.02 WASTE AND NUISANCE PROHIBITED: Tenant will not commit waste in or at the leased premises, or allow it to be committed, nor permit maintenance of a nuisance or any other such matter which may interfere with the conduct of business or other normal enjoyment of space of any other tenants, Landlord, or invitees of the said building or inhabitants or frequenters of the directly surrounding community of the said building.

8.03 TENANT'S COMPLIANCE WITH LAWS: Tenant will comply with all governmental requirements respecting the conduct of business or use of the leased premises in timely and appropriate manner and at its sole cost, and will pay and be solely responsible for all tax levies, assessments, licenses, or fines set out by such authorities directed conduct of business, carrying of inventory, utilization personnel, arrangements with suppliers or customers, or like.

8.04 LANDLORD'S RIGHT OF ENTRY: Landlord may also enter in the same manner, i.e., at reasonable times and while Tenant's premises are open for business, to show the premises or to various persons who might be interested for reasons connected with lease provisions, such as, but not limited to, lenders, insurers, prospective purchasers or tenants, and the like. No such actions may be considered a constructive eviction. Because Tenant is a federally regulated entity, in order to comply with bank's security procedures, Landlord may not enter the premises when the bank is not opened for business.

ARTICLE 9. TERMINATION AND ASSIGNMENT

9.01 SURRENDER ON TERMINATION: Tenant agrees to surrender the leased premises at the end of the term arranged for under this Lease, and to remove by that time all Tenant's improvements and other materials and personnel occupying the

leased premises so that it is restored to the same or similar order as it was before Tenant first improved or occupied it, with exceptions for reasonable wear and tear or damage by unavoidable casualty not able to be repaired in time.

9.02 HOLDOVER BY TENANT: Should Tenant hold over occupancy of the leased premises after a termination of the Lease including any renewal terms hereof, with the consent or acquiescence of Landlord, the tenancy will then be construed to be one for month to month, but the terms of this Lease otherwise will be fully applicable insofar as consistent with such tenancy.

9.03 ASSIGNMENT: Tenant is not to assign, sublet, or otherwise hypothecate this Lease or any interest of Tenant therein without the prior written consent of Landlord. Any assignment, subletting, or other hypothecation of this Lease, without Landlord's prior written consent, will be void, and any such assignee, subtenant, or other recipient of Tenant's interest in this Lease is hereby notified that such a transfer is of no force and effect without Landlord's prior written consent. Landlord's consent will not unreasonably be withheld.

ARTICLE 10. FAILURE TO PERFORM, DEFAULTS, REMEDIES

10.01 DEFAULTS:

(a) Each of the following shall constitute a default:

- (1) Insolvency; bankruptcy; binding arrangement or play for creditors; reorganization of Tenant entity for benefit of creditors; assignments of goods within the leased premises for the benefit of creditors.
- (2) If Tenant's interest in this Lease is assigned by operation of law.
- (3) If Tenant shall vacate the leased premises.
- (4) If Tenant shall refuse to take possession of the leased premises when notified by Landlord that it is available to Tenant.
- (5) If Tenant shall fail to perform its obligations under or fails to observe the terms hereof.
- (6) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant under this Lease when the same shall become due and payable, and the failure shall continue for five (5) days.
- (7) If Tenant shall fail to perform or observe any of its other obligations under this Lease, and the failure shall continue for twenty(20) days after Landlord notifies Tenant of the failure.

(b) This Lease is subject to the limitation that, if a default shall occur, Landlord may give to Tenant a notice of intention to cancel this Lease at the expiration of five (5) days from the date of service of the notice. At the expiration of the five (5) days, the term of this Lease shall expire; and all of the right, title and interest to Tenant under this Lease shall end. Tenant shall then quit and surrender the leased premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, and notwithstanding any reentry, repossession or dispossession under this lease.

10.02 LANDLORD'S RE-ENTRY: If the term of this Lease shall expire, Landlord or its agents or employees may immediately or at any time thereafter re-enter the leased premises and remove Tenant, Tenant's agents, any subtenants, any licenses, any concessionaires and any invitees, and any of her or their property from the leased premises. Re-entry and removal may be effectuated by summary proceedings or otherwise dispossess Tenant, by any suitable action or proceeding at law, by force, or otherwise. If the term of this Lease shall expire, Landlord may repossess and enjoy the leased premises. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of land and tenements held over by Tenant or proceedings in forcible entry and detainer. Tenant waives any right to the service of any notice of Landlord's intention to re-enter provided for by any present or future law. Landlord may without notice terminate all services (including, but limited to the furnishing of utilities). Landlord shall not be liable in any way in connection with any action they take pursuant to this section. Tenant's liability shall survive Landlord's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

10.03 DEFICIENCY: (a) If this Lease is canceled under subsection 10.01(b), Tenant shall remain liable to the extent legally permissible for the rent, additional rent and all other charges Tenant would have been required to pay until this Lease would have expired had such cancellation not occurred. Tenant's liability for such rent and charges shall continue notwithstanding re-entry or repossession of the leased premises by Landlord.

(b) Landlord may relet all or any part of the leased premises for all or any part of the unexpired portion of the term of this Lease or for any longer period. Landlord may accept any rental then obtainable; grant concessions of rent; and agree to paint or make any special repairs, alterations, and decorations for any new tenant as they may deem advisable in their sole and absolute discretion. Landlords shall be under no obligation to relet or to attempt to relet the leased premises.

10.04 LANDLORD'S RIGHT TO PERFORM FOR ACCOUNT OF TENANT:

(a) If Tenant shall be in default under this Lease, Landlord may cure the default at any time for the account and at the expense of Tenant. If Landlord cures a default on the part of Tenant, Tenant shall reimburse Landlord for any amount expended by Landlord in connection with the cure.

(b) If Landlord shall be required to seek enforcement of this Lease by litigation, and Landlord shall prevail in the litigation, Tenant shall reimburse Landlord for Landlord's attorneys' reasonable fees and disbursements.

(c) Landlord shall also be entitled to interest at the maximum legal rate on the amount specified in subsections (a) and (b) from the date the expense is incurred to the date of reimbursement.

(d) The amounts specified in subsections (a), (b) and (c) shall be deemed to be additional rent.

10.05 ADDITIONAL REMEDIES, WAIVERS, ETC.: (a) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereafter provided by law. All rights and other remedies shall be cumulative and not exclusive of each other. Landlord may exercise their rights and remedies at any time, in any order, to any extent, and as often as Landlord deem advisable without regard to whether the exercise of one right or remedy, precedes, concurs with or succeeds the exercise of another.

(b) A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time.

(c) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default.

(d) No waiver of a Default shall extend to or affect any other default or impair any right or remedy with respect thereto.

(e) No action or inaction by Landlord shall constitute a waiver of a default.

(f) No waiver of a default shall be effective, unless it is in writing.

(g) In the event of any event of default, deliberate event of default, re-entry termination and/or dispossession by summary proceedings or otherwise, in addition to, and not in lieu of, all other remedies which Landlord has under this Lease, at law, or in equity:

- (1) The fixed minimum rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration; and
- (2) Landlord may relet the leased premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term which may be at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or free rent; and

(3) Tenant or legal representative of Tenant shall also pay Landlord, at Landlord's option, and whether or not Landlord has terminated or canceled this Lease, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, the net fixed rent for each month of the period which would otherwise have constituted the balance of the term.

(h) In any of these circumstances mention in the foregoing Section 11.05(g) in which the Landlord shall have the right to hold the Tenant liable as therein provided, Landlord shall have the election, in place and instead of holding Tenant so liable, forthwith to recover against Tenant, as liquidated damages for loss of the bargain and not as a penalty, a sum equal to the fixed minimum rent multiplied by the number of months and fractional months which would have constituted the balance of the term, together with costs and attorney's fees.

(i) Tenant hereby expressly waives the service of notice of intention to re-enter or to legal proceedings to that end and any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or being dispossessed for any cause, or in the event of Landlords obtaining possession of the leased premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical, legal meaning.

ARTICLE 11. MISCELLANEOUS

11.01 ENTIRE AGREEMENT: The Lease agreement and exhibits set forth all covenants, promises, agreements, conditions and understanding between Landlord and Tenant concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto, and their representatives, are merged herein and extinguished, this Lease superseding and canceling the same. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced. If any provision contained in any rider hereto is inconsistent with any printed provisions of this Lease, the provisions contained in such rider shall supersede said printed provision.

11.02 CAPTIONS: The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, constitute or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

11.03 PARTIAL INVALIDITY: SEPARATE COVENANTS: If any term, covenant or condition of this Lease or application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease or the

application of such term, covenant or condition to persons or circumstances other than those .as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease, is and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

11.04 RECORDING: This Agreement shall not be recorded. The parties hereto may execute a memorandum of Lease which shall be recorded at Tenant's option and expense.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

Witness

By:_____

Witness

By:_____