

RESOLUTION AWARDING PROPOSALS AND APPROVING AGREEMENTS WITH LOCAL FINANCIAL INSTITUTIONS FOR DESIGNATION AS A DEPOSITORY OF ACTIVE PUBLIC FUNDS

WHEREAS, On October 15, 2025, proposals from local financial institutions requesting designation as a depository of active public funds for Ashtabula County were received and sent to the County Treasurer for review and recommendation; and

WHEREAS, The County Treasurer has reviewed the proposals and makes the following recommendation to this Board for award as depositories of active public funds for Ashtabula County:

<u>MIDDLEFIELD BANKING CO.</u>	<u>HUNTINGTON BANK</u>	<u>ANDOVER BANK</u>
15985 East High St., PO Box 35	200 Public Square	600 E. Main St., P.O. Box 1300
Middlefield, OH 44062-0035	Cleveland, OH 44114-2316	Andover, OH 44003-1300
\$90 million	\$90 million	\$90 million
<u>KEYBANK NATIONAL ASSN.</u>	<u>FIRST COMMONWEALTH BANK</u>	<u>ERIE BANK</u>
88 East Broad St., 7th Floor	601 Philadelphia St.	31 S. 2 nd St.
Columbus, OH 43215	Indiana, PA 15701	Clearfield, PA 16830
\$90 million	\$90 million	\$15 million

WHEREAS, agreements have been submitted for approval from each financial institution; and

WHEREAS, the Board of Commissioners hereby approves the Application/Agreement for Deposit of Public Funds created by Ashtabula County for each financial institution for the amounts listed above, with a 4-year term beginning December 1, 2025 and ending November 30, 2029; now

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County Ohio, that the proposals for Deposit of Public Funds created by Ashtabula County and submitted by the entities with the maximum amounts of funds as listed above, are hereby accepted and approved as Active Depositories for Ashtabula County’s public funds.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-469

October 28, 2025

**RESOLUTION AWARDING PROPOSALS AND APPROVING AGREEMENTS WITH
LOCAL FINANCIAL INSTITUTIONS FOR DESIGNATION AS A DEPOSITORY OF
ACTIVE PUBLIC FUNDS**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Absent

Aye

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

Where great things happen.

October 30, 2025

Erie Bank
Attn: Pamela Jordan
3606 State Road
Ashtabula, OH 44004

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

The awarded institutions and amounts were determined based upon a recommendation from the Ashtabula County Treasurer.

The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

COMPLETE/RETURN THIS DOCUMENT WITH PROPOSAL SUBMITTAL

**APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
Ashtabula County, Ohio**

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing December 1, 2025 and ending November 30, 2029 to be designated by the Ashtabula County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Ashtabula County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Ashtabula County.

Applicant/Financial Institution Name CNB Bank DBA ErieBank

Home Office Address 31 S. 2nd Street

City, State, Zip Clearfield, PA, 16830

Branch Locations, if applicable. (Attach separate sheet if necessary):

https://fcbank.bank/locations-atms

https://eriebank.bank/locations-atms

Charter Class (select one):

- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
- Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
- Commercial bank, state charter and Fed nonmember, supervised by the FDIC
- Savings bank, state charter, supervised by FDIC
- Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes No FDIC Certificate Number: 13876

Holding Company Name/Location: CNB Financial Corporation, Clearfield, PA

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

(1) Name Pamela Jordan

(2) Name David Bogardus

Address 3606 State Road

Address 3606 State Road

City, State, Zip Ashtabula, OH, 44004

City, State, Zip Ashtabula, OH, 44004

Telephone (ext) 216-287- 4187

Telephone (ext) 440-319-0660

e-Mail Address Pamela.Jordan@Eriebank.bank

e-Mail Address David.Bogardus@Eriebank.bank

The maximum amount of such public moneys which this Applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is:

Fifteen Million Dollars (\$ 15,000,000).00

This application is accompanied by a financial statement of the applicant under oath of its Chief Financial Officer (Cashier, Treasurer, or Other Officer), in such detail as to show the capital funds of the applicant as of the date of its latest report to the Superintendent of Banks or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application, that includes a statement of its public and nonpublic deposits, per ORC Section 135.33 (B)

Applicant's Public Deposits: \$ 102,898,706
Applicant's Nonpublic Deposits: \$ 5,468,286,294

Financial Statement Attached: YES NO

Applicant agrees to comply with ORC Section 135.33(B) and 135.32 and that the application maximum deposit amount of \$ 15,000,000 shall not be in excess of thirty percent (30%) of the Applicant's total assets of \$ 6,297,616,000

The undersigned applicant, if designated as said depository shall comply in all respect with Federal and Ohio laws, rules and regulations and shall furnish security for all funds deposited over the amount insured by the Federal Deposit Insurance Corporation, in the aggregate amount of:

Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000).00

The Applicant hereby certifies that it is a financial institution eligible for Deposits pursuant to ORC Chapter 135 and that it is permitted by all applicable law and regulations to pledge collateral pursuant to ORC 135.37 and by virtue thereof, under Sections 135.18, 135.181 and 135.182. The Applicant should state whether it will secure Ashtabula County's Public Deposits separately or through the Ohio Pooled Collateral Program (OPCP) defined under ORC 138.182. For any Financial Institution that chooses to use OCP, Ashtabula County requires that the total market value of the pooled securities pledged by the Financial Institution as security for repayment of all public funds of Ashtabula County shall be equal to at least 102% of the total amount of all uninsured public deposits, notwithstanding any alternative amount authorized by the Treasurer of State. The Financial Institution, if designated as a Depository, further certifies that it will comply in all aspects with ORC Chapter 135 and Ashtabula County's Investment Policy, and that it will execute and provide the Board with a Resolution for Approval for County Deposits, a Security Agreement/Pledge of Collateral, as well as any other agreements required by the Ashtabula County Board of Commissioners and/or Ashtabula County Treasurer during the term of this designation.

The undersigned applicant Financial Institution, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

This Agreement, only upon execution by the Financial Institution and approval by the Board of Ashtabula County Commissioners, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and in effect until either party has received written notice of termination from the other party no less than 30 days prior to termination. Upon receipt of termination notice, Financial Institution shall return Deposits to Ashtabula County in the manner set forth by the Treasurer of Ashtabula County.

If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

ACTIVE DEPOSITS

- a) Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.
- b) Bank agrees that the sums deposited to the credit of Depositors active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Depository must be notified in writing in designated person(s) change.
- c) Bank agrees to supply Depositor's treasurer each month only during the period of destination a statement of the daily activity in and the balance of Depositors active deposit accounts for that month.

INTERIM AND/OR INACTIVE DEPOSITS

- a) Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by the Banks interest bearing Certificate of Deposit payable at maturity. Such rates may be agreed upon by Bank and Depositor before issuance of sad certificate.

PLEGGED COLLATERAL- OHIO REVISED CODE CHAPTER 135 POOLED SECURITIES (ORC 135.181)

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendment thereunder. If any such laws, rules or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As a part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these account and investment and to provide documentation establishing these persons authority as the bank may request.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Ashtabula County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this 9th day of October 2025.

CNB Bank

Name of Financial Institution


Signature of Authorized Officer

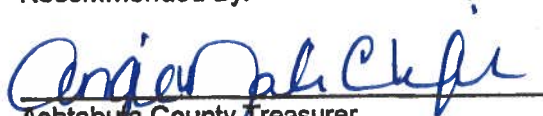
Tito Lima

Name of Authorized Officer

SEVP/CFO

Title of Authorized Officer

Recommended By:


Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

President

Vice President

Commissioner

Clerk

Date


10/28/2025

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

October 30, 2025

Andover Bank
Attn: Steve Vennare
19 Public Square
Andover, OH 44003

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

The awarded institutions and amounts were determined based upon a recommendation from the Ashtabula County Treasurer.

The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

COMPLETE/RETURN THIS DOCUMENT WITH PROPOSAL SUBMITTAL

APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

Ashtabula County, Ohio

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing December 1, 2025 and ending November 30, 2029 to be designated by the Ashtabula County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Ashtabula County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Ashtabula County.

Applicant/Financial Institution Name Andover Bank
Home Office Address 600 E. Main St.
City, State, Zip Andover, OH, 44003

Branch Locations, if applicable. (Attach separate sheet if necessary):
See attached

- Charter Class (select one):
- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
 - Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
 - Commercial bank, state charter and Fed nonmember, supervised by the FDIC
 - Savings bank, state charter, supervised by FDIC
 - Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes No FDIC Certificate Number: 10663

Holding Company Name/Location: 19 Public Square Andover OH. 44003

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

(1) Name <u>Steve Vennare</u>	(2) Name <u>Sean Dockery</u>
Address <u>19 Public Square</u>	Address <u>600 E. Main</u>
City, State, Zip <u>Andover OH. 44003</u>	City, State, Zip <u>Andover OH 44003</u>
Telephone (ext) <u>440-293-7605 ext. 108</u>	Telephone (ext) <u>440-293-7605 ext 114</u>
e-Mail Address <u>Svennare@andover.bank</u>	e-Mail Address <u>Sdockery@andover.bank</u>

The maximum amount of such public moneys which this Applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is:

Dollars (\$90,000,000),00

This application is accompanied by a financial statement of the applicant under oath of its CFO (Cashier, Treasurer, or Other Officer), in such detail as to show the capital funds of the applicant as of the date of its latest report to the Superintendent of Banks or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application, that includes a statement of its public and nonpublic deposits, per ORC Section 135.33 (B)

Applicant's Public Deposits: \$ See annual/YTD call report provided
Applicant's Nonpublic Deposits: \$ _____

Financial Statement Attached: YES NO

Applicant agrees to comply with ORC Section 135.33(B) and 135.32 and that the application maximum deposit amount of \$90,000,000 shall not be in excess of thirty percent (30%) of the Applicant's total assets of \$ 607,248,000.

The undersigned applicant, if designated as said depository shall comply in all respect with Federal and Ohio laws, rules and regulations and shall furnish security for all funds deposited over the amount insured by the Federal Deposit Insurance Corporation, in the aggregate amount of:

TBD Dollars (\$ _____).

The Applicant hereby certifies that it is a financial institution eligible for Deposits pursuant to ORC Chapter 135 and that it is permitted by all applicable law and regulations to pledge collateral pursuant to ORC 135.37 and by virtue thereof, under Sections 135.18, 135.181 and 135.182. The Applicant should state whether it will secure Ashtabula County's Public Deposits separately or through the Ohio Pooled Collateral Program (OPCP) defined under ORC 138.182. For any Financial Institution that chooses to use OSCP, Ashtabula County requires that the total market value of the pooled securities pledged by the Financial Institution as security for repayment of all public funds of Ashtabula County shall be equal to at least 102% of the total amount of all uninsured public deposits, notwithstanding any alternative amount authorized by the Treasurer of State. The Financial Institution, if designated as a Depository, further certifies that it will comply in all aspects with ORC Chapter 135 and Ashtabula County's Investment Policy, and that it will execute and provide the Board with a Resolution for Approval for County Deposits, a Security Agreement/Pledge of Collateral, as well as any other agreements required by the Ashtabula County Board of Commissioners and/or Ashtabula County Treasurer during the term of this designation.

The undersigned applicant Financial Institution, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

This Agreement, only upon execution by the Financial Institution and approval by the Board of Ashtabula County Commissioners, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and in effect until either party has received written notice of termination from the other party no less than 30 days prior to termination. Upon receipt of termination notice, Financial Institution shall return Deposits to Ashtabula County in the manner set forth by the Treasurer of Ashtabula County.

If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

ACTIVE DEPOSITS

- a) Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.
- b) Bank agrees that the sums deposited to the credit of Depositors active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Depository must be notified in writing in designated person(s) change.
- c) Bank agrees to supply Depositor's treasurer each month only during the period of destination a statement of the daily activity in and the balance of Depositors active deposit accounts for that month.

INTERIM AND/OR INACTIVE DEPOSITS

- a) Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by the Banks interest bearing Certificate of Deposit payable at maturity. Such rates may be agreed upon by Bank and Depositor before issuance of sad certificate.

PLEGGED COLLATERAL- OHIO REVISED CODE CHAPTER 135 POOLED SECURITIES (ORC 135.181)

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendment thereunder. If any such laws, rules or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As a part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these account and investment and to provide documentation establishing these persons authority as the bank may request.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Ashtabula County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this 15th day of October 2025.

Andover Bank
Name of Financial Institution

x [Signature]
Signature of Authorized Officer

Steve C. Vennare
Name of Authorized Officer

Vice President of Commercial Banking
Title of Authorized Officer

Recommended By:

[Signature]
Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

[Signature]
President

[Signature]
Vice-President

[Signature]
Commissioner

[Signature]
Clerk

10/28/2025
Date

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

October 30, 2025

The Middlefield Banking Company
Attn: Kyle Bittner
15985 East High St., PO Box 35
Middlefield, OH 44062-0035

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

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The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

**APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
Ashtabula County, Ohio**

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing December 1, 2025 and ending November 30, 2029 to be designated by the Ashtabula County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Ashtabula County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Ashtabula County.

Applicant/Financial Institution
Name

The Middlefield Banking
Company

Home Office Address
15985 East High Street

City, State, Zip
Middlefield, Ohio 44062

Branch Locations, if applicable. (Attach separate sheet if necessary):

Middlefield Bank Orwell Branch- 30 South Maple Street, Orwell, Ohio 44076

Middlefield Bank, Main Office- 15985 East High St Middlefield, Ohio 44062

Charter Class (select one):

- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
- Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
- Commercial bank, state charter and Fed nonmember, supervised by the FDIC
- Savings bank, state charter, supervised by FDIC
- Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes No FDIC Certificate Number: 13716

Holding Company Name/Location: Middlefield Banc Corp, 15985 East High St., Middlefield, Ohio 44062

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

**APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
Ashtabula County, Ohio**

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

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Company

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The undersigned applicant Financial Institution, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

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ACTIVE DEPOSITS

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- c) Bank agrees to supply Depositor's treasurer each month only during the period of destination a statement of the daily activity in and the balance of Depositors active deposit accounts for that month.

INTERIM AND/OR INACTIVE DEPOSITS

- a) Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by the Banks interest bearing Certificate of Deposit payable at maturity. Such rates may be agreed upon by Bank and Depositor before issuance of sad certificate.

PLEGGED COLLATERAL- OHIO REVISED CODE CHAPTER 135 POOLED SECURITIES
(ORC 135.181)

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendment thereunder. If any such laws, rules or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As a part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these account and investment and to provide documentation establishing these persons authority as the bank may request.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Ashtabula County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this 15th day of October 2025.

The Middlefield Banking Company

Name of Financial Institution

x Kyle Bittner
Signature of Authorized Officer

Kyle Bittner, CTP

Name of Authorized Officer

Vice President – Treasury Management
Sales Officer

Title of Authorized Officer

Recommended By:

Candice J. Clegg
Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

President

Vice-President

Commissioner

Clerk

Date

10/28/2025

Exhibit A

**MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS**

This Agreement is hereby made by and between The Middlefield Banking Company, a commercial bank organized under the laws of the State of Ohio (the "Bank") and **Ashtabula County** (the "Public Unit") to be designated as a depository by the Public Unit pursuant to Chapter 135 of the Ohio Revised Code (the "Ohio Uniform Depository Act") in accordance with a written proposal submitted by the Bank to the Public Unit.

WHEREAS, the Bank is a banking corporation under the laws of the State of Ohio, located and doing business under authority granted by the Ohio Division of Financial Institutions within Trumbull County, Ohio;

WHEREAS, said Bank is eligible to serve as a depository for public moneys ("Deposits") pursuant to the Ohio Uniform Depository Act and is permitted by all applicable law and regulations to pledge collateral in compliance with the Ohio Uniform Depository Act;

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Ohio Uniform Depository Act, offered to pledge and deposit with the State Treasurer of Ohio as security for the repayment of all Deposits in the Bank by said Public Unit, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in an amount required by the State Treasurer of Ohio, but not less than the amount required by Section 135.182(B) of the Revised Code;

WHEREAS, said Bank has elected to secure the uninsured portion of the Deposits of the Public Unit pursuant to the requirements of Section 135.182 of the Revised Code applicable to participation by authorized financial institutions in the Ohio Pooled Collateral Program (the "Program"); and

WHEREAS, the said Public Unit, has accepted the said proposal of said Bank, either as to the whole or part of the amount of Deposit proposed for, and has selected said Bank as one of its depositories for and during the period or periods of time set forth below for the following sum:

- The maximum amount of such public moneys which the Public Unit desires to have on deposit with the Bank as active, interim, or inactive deposits at any one time during the period covered by this designation is ALL AVAILABLE FUNDS.

NOW, THEREFOR, in consideration of the foregoing, said Bank hereby agrees to receive from said Public Unit the maximum sum of the Deposits thereof of All Available Funds to be held in such account or accounts as determined by the parties hereto. In compliance with the applicable provisions of the Ohio Uniform Depository Act, the Bank agrees that it shall not receive or have

on deposit, at any one, time public moneys, including public moneys as defined in Section 135.31 of the Revised Code, in an aggregate amount in excess of twenty-five percent (25%) of its total assets, as shown in its latest report to the Superintendent of the Ohio Division of Financial Institutions. Although the Ohio Uniform Depository Act allows Bank to hold aggregate public moneys on deposit up to thirty percent (30%) of its total assets, the Bank's aggregate maximum limit of twenty-five percent (25%) has been implemented to prevent unintended violations of the statutory cap under the Ohio Uniform Depository Act.

Said Bank further agrees that to secure the performance of its obligations hereunder and under said proposal, and the observance of all requirements of law applying to such Deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the State Treasurer of Ohio or it designated Trustee for the benefit of said Public Unit, eligible securities or obligations in an amount required by the State Treasurer of Ohio, but not less than the amount required by Section 135.182(B) of the Revised Code. Until otherwise amended in a writing signed by both the Bank and the Public Unit, the agreed upon collateral rate with respect to the uninsured Deposits of the Public Unit shall be the rate set forth under ORC § 135.182(B)(1)(a).

Said Bank further warrants each of the following with respect to the Program:

- The Bank has been approved by the State Treasurer of Ohio to participate in the Program pursuant to the requirements of Section 135.182 of the Revised Code and has executed the applicable Terms and Conditions for participation in the Program;
- The Bank and the State Treasurer of Ohio have entered into a Security Agreement for the Collateralization of Public Deposits ("Security Agreement") which grants to the State Treasurer of Ohio a first priority security interest under the Ohio Uniform Commercial Code in the collateral pledged to secure Public Deposits held by the Bank (the "Collateral"), and that such Security Agreement will remain in full force and effect at all times during the term of this Agreement. An expressly stated purpose of the Security Agreement is to comply with the provisions of 12 USC § 1823(e) and Chapters 135 and 1309 of the Revised Code.
- UNITED BANKERS BANK AND THE FEDERAL HOME LOAN BANK has been appointed by the Bank to serve as trustee pursuant to Section 135.182(F) of the Revised Code to hold the Collateral on behalf of the State Treasurer of Ohio.

Said Bank further certifies that neither it nor or any of its directors, officers, employees, or controlling shareholders is currently a party to an active final or temporary cease-and-desist order issued by any applicable bank regulatory agency, and that it will comply in all aspects with the Ohio Uniform Depository Act and all applicable federal, state and local laws and regulations.

Said Bank further covenants and agrees that any or all the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Public Unit, executed by such authorized person(s) or Officer(s) and according to such procedure as said Public Unit may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in thirty or more days, but in no event more than one year from date of deposit; such inactive

deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment or by savings or deposit accounts, including, but not limited to, passbook accounts. If the Bank is awarded active deposits by the Public Unit pursuant to ORC § 135.10 which results in a banking services agreement between the Public Unit and the Bank, the terms of such banking services agreement will control with respect to the subject matter thereof.

Public Unit, in consideration of the agreements of said Bank heretofore set forth, agrees that for and during the period of time beginning **December 1, 2025 and ending November 30, 2029** (the "period of designation"), both inclusive, it will and does designate said Bank as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Bank the full use, for its lawful and proper purposes, of the daily balances of the Deposits of said Public Unit held at the Bank; all pursuant and subject to the Ohio Uniform Depository Act and all amendments or supplements thereto, and to the terms of said Bank's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this Agreement set forth. It is further agreed that this Agreement shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

Said Public Unit hereby consents to Bank's participation in the Program and acknowledges that this Agreement supersedes all prior agreements between Public Unit and the Bank regarding security for the Deposits of the Public Unit.

Said Public Unit hereby acknowledges that the Security Agreement provides the State Treasurer of Ohio with full control over the Collateral pursuant to ORC § 1308.24(D), including the right to sell the Collateral upon default of the Bank in accordance with Ohio law.

Said Public Unit hereby authorizes the Financial Institution to share its account information with the State Treasurer of Ohio or any of its designated agents to the full extent necessary or appropriate for Bank's participation in the Program in compliance with Ohio law.

Said Public Unit agrees to periodically review the balance of its Deposits reported by the Bank to the State Treasurer of Ohio to ensure the accuracy thereof.

Upon execution by the Bank and Public Unit, this Agreement shall be binding, and all Deposits held by the Financial Institution during the period of designation shall be governed by the terms and conditions of this Agreement. All amendments to this Agreement must be approved in writing by all parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal or unenforceable provision were not contained herein.

Said Bank shall have no liability to the Public Unit under this Agreement in the absence of negligent, reckless, or willful misconduct on the part of itself or its agents. Any dispute arising pursuant to this Agreement, which cannot be mutually settled by the parties, must be filed in a court of competent jurisdiction in Trumbull County, Ohio. The Bank's liability for damages shall only be assessed by a court and/or a jury, and in any event, shall not exceed the total amount of direct damages incurred by the Public Unit.

All notices provided hereunder shall be directed to the persons and at the address indicated on the Contact Information Sheet attached to this Agreement or at such other address as a party may from time to time designate in writing, or by facsimile or electronic mail whereby the receiver of such communications is able to verify with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized Officers of said parties, this 15th day of October 2025.

The Middlefield Banking Company

BY: 

Kyle Bittner, VP, Treasury Management Sales Officer

Ashtabula County Commissioners

By:

Its.

By:

Its.

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

October 30, 2025

Huntington Bank
Attn: Maureen Schildwachter
200 Public Square
Cleveland, OH 44114

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

The awarded institutions and amounts were determined based upon a recommendation from the Ashtabula County Treasurer.

The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

**APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
Ashtabula County, Ohio**

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing December 1, 2025 and ending November 30, 2029 to be designated by the Ashtabula County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Ashtabula County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Ashtabula County.

Applicant/Financial Institution Name Huntington National Bank

Home Office Address 200 Public Square

City, State, Zip Cleveland, OH 44114-2316

Branch Locations, if applicable. (Attach separate sheet if necessary):

36 W. Jefferson St., Jefferson, OH 44047; 4366 Main Ave., Ashtabula, OH 44004; 64 S Broadway, Geneva,

OH 44041; 155 E Main St., Orwell, OH 44076; 6565 N Ridge Rd., Madison, OH 44057; 328 Main St.,

Conneaut, OH 44030; 8222 Main St., Kinsman, OH 44428; 56 Liberty St, Painesville, OH 44077

Charter Class (select one):

- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
- Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
- Commercial bank, state charter and Fed nonmember, supervised by the FDIC
- Savings bank, state charter, supervised by FDIC
- Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes No FDIC Certificate Number: 6560-9

Holding Company Name/Location: The Huntington National Bank, Columbus, OH

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

(1) Name Maureen Shildwachter

(2) Name Stephen Broerman

Address 200 Public Square

Address 200 Public Square

City, State, Zip Cleveland, OH 44114-2316

City, State, Zip Cleveland, OH 44114-2316

Telephone (ext) (216) 515-6135

Telephone (ext) (216) 515-0744

e-Mail Address maureen.shildwachter@huntington.com

e-Mail Address stephen.a.broerman@huntington.com

The maximum amount of such public moneys which this Applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is:

Ninety million Dollars (\$ 90,000,000.00).

This application is accompanied by a financial statement of the applicant under oath of its _____ (Cashier, Treasurer, or Other Officer), in such detail as to show the capital funds of the applicant as of the date of its latest report to the Superintendent of Banks or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application, that includes a statement of its public and nonpublic deposits, per ORC Section 135.33 (B)

Applicant's Public Deposits: \$ Financial Statements Included
Applicant's Nonpublic Deposits: \$ Financial Statements Included

Financial Statement Attached: YES NO

Applicant agrees to comply with ORC Section 135.33(B) and 135.32 and that the application maximum deposit amount of \$90,000,000.00 shall not be in excess of thirty percent (30%) of the Applicant's total assets of \$ See attached.

The undersigned applicant, if designated as said depository shall comply in all respect with Federal and Ohio laws, rules and regulations and shall furnish security for all funds deposited over the amount insured by the Federal Deposit Insurance Corporation, in the aggregate amount of:

Ninety million Dollars (\$90,000,000.00).

The Applicant hereby certifies that it is a financial institution eligible for Deposits pursuant to ORC Chapter 135 and that it is permitted by all applicable law and regulations to pledge collateral pursuant to ORC 135.37 and by virtue thereof, under Sections 135.18, 135.181 and 135.182. The Applicant should state whether it will secure Ashtabula County's Public Deposits separately or through the Ohio Pooled Collateral Program (OPCP) defined under ORC 138.182. For any Financial Institution that chooses to use OPCP, Ashtabula County requires that the total market value of the pooled securities pledged by the Financial Institution as security for repayment of all public funds of Ashtabula County shall be equal to at least 102% of the total amount of all uninsured public deposits, notwithstanding any alternative amount authorized by the Treasurer of State. The Financial Institution, if designated as a Depository, further certifies that it will comply in all aspects with ORC Chapter 135 and Ashtabula County's Investment Policy, and that it will execute and provide the Board with a Resolution for Approval for County Deposits, a Security Agreement/Pledge of Collateral, as well as any other agreements required by the Ashtabula County Board of Commissioners and/or Ashtabula County Treasurer during the term of this designation.

The undersigned applicant Financial Institution, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

This Agreement, only upon execution by the Financial Institution and approval by the Board of Ashtabula County Commissioners, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and in effect until either party has received written notice of termination from the other party no less than 30 days prior to termination. Upon receipt of termination notice, Financial Institution shall return Deposits to Ashtabula County in the manner set forth by the Treasurer of Ashtabula County.

If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

ACTIVE DEPOSITS

- a) Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.
- b) Bank agrees that the sums deposited to the credit of Depositors active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Depository must be notified in writing in designated person(s) change.
- c) Bank agrees to supply Depositor's treasurer each month only during the period of destination a statement of the daily activity in and the balance of Depositors active deposit accounts for that month.

INTERIM AND/OR INACTIVE DEPOSITS

- a) Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by the Banks interest bearing Certificate of Deposit payable at maturity. Such rates may be agreed upon by Bank and Depositor before issuance of sad certificate.

PLEGGED COLLATERAL- OHIO REVISED CODE CHAPTER 135 POOLED SECURITIES (ORC 135.181)

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendment thereunder. If any such laws, rules or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As a part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these account and investment and to provide documentation establishing these persons authority as the bank may request.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Ashtabula County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this 28th day of October 2025.

Huntington National Bank

Name of Financial Institution

x Maureen Shildwachter

Signature of Authorized Officer


Maureen Shildwachter

Name of Authorized Officer

Senior Vice President, Government Banking Relationship Manager

Title of Authorized Officer

Recommended By:


Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

President


Vice-President


Commissioner


Clerk

Date

10/28/2025

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

October 30, 2025

Key Bank
Attn: Charles Wise
88 East Broad St., 7th Floor
Columbus, OH 43215

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

The awarded institutions and amounts were determined based upon a recommendation from the Ashtabula County Treasurer.

The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins, Clerk of the Board

**MEMORANDUM OF AGREEMENT
ACTIVE AND INTERIM DEPOSITS**

This Memorandum of Agreement (“Agreement”) is made as of 14th day of October 2025, between **KeyBank National Association, (KeyBank” or “Bank”)** and **Ashtabula County, Ohio (the “Depositor” or “Public Unit”)**. Depositor hereby confirms that it has designated KeyBank as a Public Depository for its Active and Interim deposits for the period of designation from 1st day of December 2025 through 30th of November 2029, both dates inclusive, in the total amount of \$90,000,000.00. This Agreement supersedes and replaces any and all prior agreements between the parties, relative to the subject matter of this Agreement, as of the date first referenced hereinabove.

ACTIVE DEPOSITS

Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.

Bank agrees that the sums deposited to the credit of Depositor’s active commercial accounts may be drawn against and paid by check executed by such authorized persons. Depository must be notified in writing if designated persons change.

Bank agrees to supply Depositor’s Treasurer each month, only during the period of designation, a statement of the daily activity in the Depositor’s accounts.

INTERIM DEPOSITS

Whenever any Interim deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim moneys shall be evidenced by the Bank’s interest-bearing Certificates of Deposit. Such rates may be agreed upon by Bank and Depositor before issuance of said Certificates.

PLEGDED COLLATERAL – OHIO REVISED CODE CHAPTER 135
(ORC 135.18(A)(2); 135.37(A)(2); 135.182; OAC 135-3-01)

KeyBank has been accepted into the Ohio Pooled Collateral Program, O.A.C. 135-3-01 (“OPCP”), which is authorized by Ohio Revised Code Section 135.182(B), and the Ohio Pooled Collateral System (OPCS), both of which are administered by and through the Office of the Treasurer of the State of Ohio.

In executing this Agreement, the undersigned Depositor/Public Unit represents that it is participating in, or will participate in, the OPCP and OPCS and acknowledges that KeyBank, as a Public Depository, will pledge, with other Public Depositories, a pool of eligible securities for the benefit of all public depositors to secure the repayment of uninsured public deposits at KeyBank, at the rate of 102% of the Depositor/Public Unit’s uninsured deposits, i.e. those deposits in excess of FDIC insured deposits, or at no less than the collateral floor the Ohio Treasurer of State, in his/her sole discretion, assigns to KeyBank as permitted under Ohio Revised Code Sections 135.18(A)(2), 135.182(B), 135.137 (A)(2), and the OPCP. If the latter event has occurred, eligible securities will be pledged by KeyBank at the rate of

102% of Depositor's uninsured deposits. In the event that such an assignment has not yet been made, and the Ohio Treasurer of State assigns such rate in the future, KeyBank will provide Depositor with written Notice of the specific percentage of eligible securities to be pledged by KeyBank as security for the uninsured portion of Depositor's account(s), which Notice shall, upon receipt by Depositor, become a part of, and be incorporated into, this Agreement.

Depositor agrees that should it become necessary to look to collateral deposited in the OPCP for return of the value of its uninsured deposits at KeyBank, it will make such claim directly to and through the Ohio Treasurer of State and not through KeyBank. KeyBank, the Ohio Treasurer of State, and an eligible and qualified Trustee(s) (as approved by the Ohio Treasurer of State pursuant to ORC 135.182(C)) will enter into an agreement whereby collateral pledged to secure the uninsured portion of the Depositor's account(s), as a percentage of Depositor's deposits at KeyBank and as determined above, will be deposited with the Trustee(s) as Custodian and held as security for the benefit of Public Depositors through OPCP administered by the Treasurer of the State of Ohio.


Depositor/Public Unit hereby consents, in connection with its and KeyBank's participation in the OPCP, to the sharing of its account information by and between KeyBank and the Office of the Ohio Treasurer of State, in order to effectuate the terms, conditions and requirements of OPCP and OPCS.

This Agreement will be executed as two originals, one of which will be retained by each party hereto.


ASHTABULA COUNTY, OHIO

KEYBANK NATIONAL ASSOCIATION

(Depositor)

By: 
(Printed Name) Angiemaki Cliff

Title: Treasurer

By: 
(Printed Name) Charles Wise

Title: Senior Vice President

LOB: Public Sector

Recommended By:

Angie Jaki Cupo
Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

President

Vice-President

Commissioner

Clerk

Date

[Handwritten signatures and date: 10/28/2025]

ASHTABULA COUNTY
COMMISSIONERS
J. P. Ducro IV
Casey R. Kozlowski
Kathryn L. Whittington



25 W. Jefferson St.
Jefferson, OH 44047-1092
Phone: (440) 576-3750
Fax: (440) 576-2344
commissioners@ashtabulacounty.us

Where great things happen.

October 30, 2025

First Commonwealth Bank
Attn: S. Kate Nelson, VP Treasury Mgmt.
110 Riverbend Ave.
Powell, OH 43035

Subject: Agreement for Deposit of Public Funds

Dear Financial Institution:

Enclosed please find the original Agreement for Deposit of Public Funds with the Ashtabula County Board of Commissioners. Also attached is a certified copy of Resolution Number 2025-469, adopted on October 28, 2025, awarding proposals and approving the agreement with your financial institution for designation as a depository of active public funds. Please retain these documents for your records.

The awarded institutions and amounts were determined based upon a recommendation from the Ashtabula County Treasurer.

The Board of Commissioners appreciates your time and effort in responding to the Request for Proposals. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

ASHTABULA COUNTY COMMISSIONERS


Lisa Hawkins, Clerk of the Board

**APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
Ashtabula County, Ohio**

To: The Ashtabula County Board of Commissioners

Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing December 1, 2025 and ending November 30, 2029 to be designated by the Ashtabula County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Ashtabula County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Ashtabula County.

Applicant/Financial Institution
First Commonwealth Bank

601 Philadelphia St

Indiana, PA 15701

Branch Locations, if applicable. (Attach separate sheet if necessary):

Park Avenue – 4200 Park Ave Ashtabula, OH 44004

Charter Class (select one):

- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
- Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
- Commercial bank, state charter and Fed nonmember, supervised by the FDIC
- Savings bank, state charter, supervised by FDIC
- Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes No FDIC Certificate Number: 7468

Holding Company Name/Location: **First Commonwealth Financial Corporation, Indiana Pennsylvania**

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

S. Kate Nelson, VP Treasury Mgmt	Pete Dennis, SVP Middle Market
110 Riverbend Ave	4650 Hills and Dales Rd NW
Powell, OH 43035	Canton, OH 44708
740-657-7468 (Office)	330-280-5483 (Office)
740-564-9487 (Cell)	330-705-5782 (Cell)
knelson@fcbanking.com	pdennis@fcbanking.com




First Commonwealth Bank
601 Philadelphia St.
Indiana, PA 15701
800.711.2265
724.463.5792 fax
fcbanking.com

ASSISTANT SECRETARY'S CERTIFICATE

I, Amy S. Fleenor, Assistant Secretary of First Commonwealth Bank, a Pennsylvania bank and trust company (the "Bank"), hereby certify on behalf of the Bank that: (1) the following officer of the Bank has been duly elected to the position specified below; (2) the signature appearing opposite the name of such person is her genuine signature; and (3) such officer has been granted the full power and authority to execute agreements, documents, and instruments for and on behalf of the Bank and such authorization remains in full force and effect as of the date hereof.

S. Kate Nelson,
Vice President

X 

IN WITNESS WHEREOF, the undersigned has executed this certificate this 2 day of July, 2025.

FIRST COMMONWEALTH BANK

By: 
Amy S. Fleenor, Assistant Secretary

The maximum amount of such public moneys which this Applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is:

Ninety Million Dollars (\$ 90,000,000.00)

This application is accompanied by a financial statement of the applicant under oath of its _____ Controller (Cashier, Treasurer, or Other Officer), in such detail as to show the capital funds of the applicant as of the date of its latest report to the Superintendent of Banks or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application, that includes a statement of its public and nonpublic deposits, per ORC Section 135.33 (B)

Applicant's Public Deposits: \$834,112,000
Applicant's Nonpublic Deposits: \$9,360,800,000

Financial Statement Attached: YES NO

Applicant agrees to comply with ORC Section 135.33(B) and 135.32 and that the application maximum deposit

amount of \$ 3,661,590,000 shall not be in excess of thirty percent (30%) of the Applicant's

total assets of \$ 12,205,300

The undersigned applicant, if designated as said depository shall comply in all respect with Federal and Ohio laws, rules and regulations and shall furnish security for all funds deposited over the amount insured by the Federal Deposit Insurance Corporation, in the aggregate amount of:

Ninety Million Dollars (\$90,000,000.00)

The Applicant hereby certifies that it is a financial institution eligible for Deposits pursuant to ORC Chapter 135 and that it is permitted by all applicable law and regulations to pledge collateral pursuant to ORC 135.37 and by virtue thereof, under Sections 135.18, 135.181 and 135.182. The Applicant should state whether it will secure Ashtabula County's Public Deposits separately or through the Ohio Pooled Collateral Program (OPCP) defined under ORC 138.182. For any Financial Institution that chooses to use OSCP, Ashtabula County requires that the total market value of the pooled securities pledged by the Financial Institution as security for repayment of all public funds of Ashtabula County shall be equal to at least 102% of the total amount of all uninsured public deposits, notwithstanding any alternative amount authorized by the Treasurer of State. The Financial Institution, if designated as a Depository, further certifies that it will comply in all aspects with ORC Chapter 135 and Ashtabula County's Investment Policy, and that it will execute and provide the Board with a Resolution for Approval for County Deposits, a Security Agreement/Pledge of Collateral, as well as any other agreements required by the Ashtabula County Board of Commissioners and/or Ashtabula County Treasurer during the term of this designation.

The undersigned applicant Financial Institution, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

This Agreement, only upon execution by the Financial Institution and approval by the Board of Ashtabula County Commissioners, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and in effect until either party has received written notice of termination from the other party no less than 30 days prior to termination. Upon receipt of termination notice, Financial Institution shall return Deposits to Ashtabula County in the manner set forth by the Treasurer of Ashtabula County.

If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

ACTIVE DEPOSITS

- a) Bank agrees to accept active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment by depositor.
- b) Bank agrees that the sums deposited to the credit of Depositors active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Depository must be notified in writing in designated person(s) change.
- c) Bank agrees to supply Depositor's treasurer each month only during the period of destination a statement of the daily activity in and the balance of Depositors active deposit accounts for that month.

INTERIM AND/OR INACTIVE DEPOSITS

- a) Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135 of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by the Banks interest bearing Certificate of Deposit payable at maturity. Such rates may be agreed upon by Bank and Depositor before issuance of sad certificate.

PLEGGED COLLATERAL- OHIO REVISED CODE CHAPTER 135 POOLED SECURITIES (ORC 135.181)

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance

of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendment thereunder. If any such laws, rules or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As a part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these account and investment and to provide documentation establishing these persons authority as the bank may request.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Ashtabula County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this 14th day of Oct. 2025.

First Commonwealth Bank
Name of Financial Institution

[Signature]
Signature of Authorized Officer

S. Kate Nelson
Name of Authorized Officer

VP, Treasury Management
Title of Authorized Officer

Recommended By:

[Signature]
Ashtabula County Treasurer
ORC Section 135.33 (C)

Approved By:

Ashtabula County Board of County Commissioners

[Signature]
President

[Signature]
Vice-President

[Signature]
Commissioner

[Signature]
Clerk

10/28/2025
Date