

AGREEMENT BY AND BETWEEN
First FS & LA of Lorain
Lorain, Ohio
and
The Office of the Comptroller of the Currency

AA-CE-2024-3

First FS & LA of Lorain, Lorain, Ohio (“Bank”) and the Office of the Comptroller of the Currency (“OCC”) wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency (“Comptroller”) has found unsafe or unsound practices, including those relating to the Board of Directors’ (“Board”) and Bank management’s failure to develop and implement an appropriate strategic plan; appropriately manage and control liquidity and interest rate risks; implement effective Bank Secrecy Act/Anti-Money Laundering (“BSA/AML”) internal controls; and appoint a BSA Officer with the requisite skills and expertise to oversee the BSA program, and the Bank’s violation of law, rule, or regulation, including a violation relating to conducting ongoing customer due diligence;

Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board, hereby agree that the Bank shall operate at all times in compliance with the following:

ARTICLE I

JURISDICTION

(1) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a Federal savings association within the meaning of 12 U.S.C. § 1813 (q)(1)(C), and is chartered and examined by the OCC. *See* 12 U.S.C. §§ 1461 *et seq.*, 5412(b)(2)(B).

(3) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q).

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within ten (10) days of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) members of which a majority shall be directors who are not employees or officers of the Bank or any of its subsidiaries or affiliates. The Board shall submit in writing to the Assistant Deputy Comptroller the names of the members of the Compliance Committee within ten (10) days of their appointment. In the event of a change of the membership, the Board shall submit in writing to the Assistant Deputy Comptroller within ten (10) days the name of any new or resigning committee member. The Compliance Committee shall monitor and oversee the Bank’s compliance with the provisions of this Agreement. The Compliance Committee shall meet at least quarterly and maintain minutes of its meetings.

(2) By April 30, 2024, and thereafter within forty-five (45) days after the end of each quarter, the Compliance Committee shall submit to the Board a written progress report setting forth in detail:

- (a) a description of the corrective actions needed to achieve compliance with each Article of this Agreement;
- (b) the specific corrective actions undertaken to comply with each Article of this Agreement; and
- (c) the results and status of the corrective actions.

(3) Within thirty (30) days after receiving each written progress report, the Board shall forward a copy of the report, with any additional comments by the Board, to the Assistant Deputy Comptroller.

ARTICLE III
STRATEGIC PLAN

(1) Within sixty (60) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written strategic plan to improve the financial condition of the Bank, covering at least a three (3) year period (“Strategic Plan”). The Strategic Plan shall establish objectives for the Bank’s overall risk profile, earnings performance, operating expenses, growth, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, staffing and expertise needs, and product line development, and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives, and shall, at a minimum, include:

- (a) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (b) the strategic goals and objectives to be accomplished, including key financial indicators, risk tolerances, and realistic strategies to improve the overall condition of the Bank;
- (c) a risk profile that evaluates credit, interest rate, liquidity, price, operational, compliance, strategic, and reputation risks in relationship to capital;

- (d) an assessment of the Bank's strengths, weaknesses, opportunities and threats that impact its strategic goals and objectives, and shall specifically include an analysis to improve and sustain earnings performance;
- (e) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems, policies, and procedures for their adequacy and contribution to the accomplishment of the strategic goals and objectives developed under paragraph (l)(b) of this Article;
- (f) a realistic and comprehensive budget that corresponds to the Strategic Plan's goals and objectives;
- (g) an action plan, which at a minimum shall include detailed initiatives and estimated timelines for actions to improve and sustain the Bank's earnings and accomplish identified strategic goals and objectives. The action plan, at a minimum, shall address the Bank's revenue and operating expenses;
- (h) a financial forecast to include projections for significant balance sheet and income statement accounts and desired financial ratios over the period covered by the Strategic Plan;
- (i) specific plans for the maintenance of adequate capital;
- (j) a detailed description and assessment of major capital expenditures required to achieve the goals and objectives of the Strategic Plan;
- (k) an identification and prioritization of initiatives and opportunities, including timeframes that comply with the requirements of this Agreement;

- (l) an identification and assessment of the present and planned product lines (assets and liabilities) and the identification of appropriate risk management systems to identify, measure, monitor, and control risks within the product lines;
- (m) concentration limits commensurate with the Bank's strategic goals and objectives and risk profile;
- (n) assigned roles, responsibilities, and accountability for the strategic planning process; and
- (o) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives.

(2) If the Strategic Plan under paragraph (1) of this Article includes a proposed sale or merger of the Bank, the Strategic Plan shall, at a minimum, address the steps that shall be taken and the associated timeline to effect the implementation of that alternative.

(3) Within thirty (30) days following the Board's receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Strategic Plan or to any subsequent update or amendment to the Strategic Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan. The Board shall review the effectiveness of the Strategic Plan and update the Strategic Plan to cover the next three (3) year period at least annually, and more frequently if necessary or if required by the OCC in writing. The Board shall amend the Strategic Plan as needed or directed by the OCC after consultation with the OCC regarding the proposed amendments. Any material update or amendment to the Strategic Plan must

be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(4) Until the Strategic Plan required under this Article has been submitted by the Bank for the Assistant Deputy Comptroller's review, has received a written determination of no supervisory objection from the Assistant Deputy Comptroller, and has been adopted by the Board, the Bank shall not take any action to significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed immediately before the effective date of this Agreement without first obtaining the Assistant Deputy Comptroller's prior written determination of no supervisory objection to such significant deviation.

(5) The Bank may not initiate any action that significantly deviates from a Strategic Plan (that has received written determination of no supervisory objection from the Assistant Deputy Comptroller and has been adopted by the Board) without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(6) Any request by the Bank for prior written determination of no supervisory objection to a significant deviation described in paragraphs (4) or (5) of this Article shall be submitted in writing to the Assistant Deputy Comptroller at least forty-five (45) days in advance of the proposed significant deviation. Such written request by the Bank shall include an assessment of the effects of such proposed change on the Bank's condition and risk profile, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the proposed change.

(7) For the purposes of this Article, changes that may constitute a significant deviation include, but are not limited to, a change in the Bank's markets, marketing strategies, products and services, marketing partners, underwriting practices and standards, credit administration, account management, collection strategies or operations, fee structure or pricing relative to market prices, accounting processes and practices, asset composition and size, or funding strategy, any of which, alone or in the aggregate, may have a material effect on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material effect on the Bank's operations or financial performance.

(8) Within thirty (30) days after the end of each quarter, a written evaluation of the Bank's performance against the Strategic Plan shall be prepared by Bank management and submitted to the Board. Within thirty (30) days after submission of the evaluation, the Board shall review the evaluation and determine the corrective actions the Board will require Bank management to take to address any identified shortcomings. The Board's review of the evaluation and discussion of any required corrective actions to address any identified shortcomings shall be documented in the Board's meeting minutes. Upon completion of the Board's review, the Board shall submit to the Assistant Deputy Comptroller a copy of the evaluation as well as a detailed description of the corrective actions the Board will require the Bank to take to address any identified shortcomings.

ARTICLE IV

BALANCE SHEET MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory

objection acceptable written policies and procedures to address the Bank's balance sheet management ("Balance Sheet Management Program").

- (2) The Balance Sheet Management Program shall, at a minimum, include:
 - (a) an action plan, which shall, at a minimum, include detailed strategies and estimated timelines to reduce liquidity and interest rate risks, and sustain earnings and capital; and
 - (b) actions taken by the Board to ensure Bank management has sufficient knowledge and expertise to manage the balance sheet, oversee strategic initiatives, and control funding costs.

(3) Within sixty (60) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection asset liability management policies and procedures appropriate for the Bank's risk profile ("Asset Liability Management Policies and Procedures"). The Asset Liability Management Policies and Procedures shall, at a minimum, address risk limits and reporting requirements and ensure roles, responsibilities, risk limits, and reporting requirements are appropriate relative to the risk profile of the Bank.

(4) Within thirty (30) days following the Board's receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Balance Sheet Management Program or to any subsequent update or amendment to the Balance Sheet Management Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Balance Sheet Management Program.

(5) Within thirty (30) days following the Board's receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Asset Liability Management Policies and Procedures or to any subsequent update or amendment to the Asset Liability Management Policies and Procedures, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Asset Liability Management Policies and Procedures.

(6) The Board shall review the effectiveness of the Balance Sheet Management Program and Asset Liability Management Policies and Procedures at least annually, and more frequently if necessary or if required by the OCC in writing. The Board shall amend the Balance Sheet Management Program and Asset Liability Management Policies and Procedures as needed or directed by the OCC after consultation with the OCC regarding the proposed amendments. Any material amendment to the Balance Sheet Management Program or Asset Liability Management Policies and Procedures must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE V

CUSTOMER DUE DILIGENCE AND RISK IDENTIFICATION

(1) Within ninety (90) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written customer due diligence program to ensure appropriate collection and analysis of customer information when opening new accounts, when renewing or modifying existing accounts for customers, and when the Bank obtains event-driven information indicating that it would be prudent to obtain updated information in order to understand the nature of its customer relationships and generate and maintain an accurate customer risk profile ("CDD

Program”). The CDD Program shall also ensure the Bank operates in accordance with applicable law and regulations and be consistent with the Bank’s money laundering, terrorist financing and other illicit financial activity risk assessment. Refer to the FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual: “Customer Due Diligence” (Rev. May 2018) for guidance.

- (2) The Bank’s CDD Program shall include, at a minimum:
 - (a) clear definitions of low-, moderate-, and high-risk customers;
 - (b) a methodology for assigning defined risk levels to the customer base that considers the customer’s entire relationship and appropriate factors such as type of customer; purpose of the account; geographic location; and the expected account activity by type of service used, including the volume, velocity, and frequency by dollar amount and number;
 - (c) risk-based procedures and requirements to collect, maintain, and update all information necessary to establish an accurate customer risk profile; assess material changes to customer risk profiles, including risk ratings; and facilitate ongoing monitoring to identify and report suspicious activity.

Procedures must, at a minimum:

- (i) outline criteria for when ongoing reviews are warranted, based on, at a minimum, risk level, changes in account activity, and specific alerts;
- (ii) outline processes for changing customer risk profiles, and determining when such changes are warranted; and
- (iii) outline processes to ensure the documentation obtained during ongoing monitoring is commensurate with the risk of the customer.

- (d) procedures to ensure the Bank collects and documents appropriate CDD information for all customers. Information collected must be sufficient for Bank management to understand the nature and purpose of the account, including expected activity, and the information collected must be commensurate with the risk of the customer;
- (e) procedures to establish a review process to ensure all information required to be collected by the Bank's procedures is appropriately documented on the Bank's CDD worksheets;
- (f) procedures that contain a clear statement of Bank management's and staff's responsibilities, including procedures, authority, and responsibility for reviewing and approving changes to a customer's risk profile, as applicable;
- (g) procedures to ensure staff responsible for gathering CDD information have sufficient authority, training, and skills to perform their assigned responsibilities;
- (h) procedures for identifying and timely remediating instances where required COD information is missing or incomplete;
- (i) procedures to maintain an accurate and complete list of high-risk customers that identifies current customers and accounts exhibiting high-risk characteristics for money laundering, terrorist financing, or other illicit activity;
- (j) procedures for ongoing monitoring and periodic reviews of high-risk customers, which shall include, at a minimum:

- (i) risk-based criteria establishing how often to conduct periodic reviews of high-risk customers;
 - (ii) documented evidence of transactional analysis, including comparing expected, historical, and current activity, the source and use of funds, trends, and activity patterns; and
 - (iii) documented critical analysis of relevant information in the file, including the identification of material disparities, investigation of high-risk indicators and potentially suspicious activity, and well-supported conclusions; and
- (k) procedures to ensure that customer risk ratings are appropriately incorporated into the Bank's money laundering, terrorist financing and other illicit financial activity risk assessment.

(3) Within thirty (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Bank's CDD Program or to any subsequent amendment to the Bank's CDD Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Bank's CDD Program. The Board shall review the effectiveness of the Bank's CDD Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Bank's CDD Program as needed or directed by the OCC after consultation with the OCC regarding the proposed amendments. Any amendment to the Bank's CDD Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE VI

BSA/AML OFFICER AND STAFFING

(1) Within sixty (60) days of the date of this Agreement, the Board shall ensure that the Bank maintains, at all times, a qualified BSA Officer vested with sufficient independence, authority, and resources to fulfill the duties and responsibilities of the position and ensure compliance with the requirements of the BSA and its implementing regulations. The BSA Officer shall provide timely and accurate periodic reporting to the Board and senior management about the status of the Bank's BSA/AML program, including compliance with the BSA and this Agreement.

(2) If the BSA Officer position is vacated, the Board shall promptly appoint a new BSA Officer. Prior to appointing a new BSA Officer, the Board shall submit to the Assistant Deputy Comptroller the name, resume, and other such information as the Assistant Deputy Comptroller may request, for a prior written determination of no supervisory objection to appoint the individual as BSA Officer.

(3) The Assistant Deputy Comptroller shall have the power to not provide a prior written determination of no supervisory objection to any proposed BSA Officer. However, a prior written determination of no supervisory objection to the proposed individual shall not constitute an approval or endorsement of the proposed individual. In addition, the requirement to submit information and the prior written no supervisory objection provisions of this paragraph are based on the authority of 12 U.S.C. § 1818(b)(6)(E) and do not require the Assistant Deputy Comptroller to complete the review and act on any such information within ninety (90) days.

(4) The Board shall ensure that the Bank has sufficient staff with appropriate skills and expertise needed to support the BSA Officer and the Bank's BSA/AML program and that such staff is vested with sufficient authority to fulfill their respective duties and responsibilities.

(5) Within sixty (60) days of the date of this Agreement, and no less than annually thereafter, the Board shall review the adequacy of the Bank's BSA Officer and supporting staff and shall document its determinations in writing. The review shall evaluate and consider the effectiveness of the following:

- (a) the leadership, knowledge, training, and skills of the BSA Officer and staff;
- (b) the oversight and governance structures for BSA staff, including whether the Board and Bank management have the necessary knowledge to effectively oversee the Bank's compliance with the BSA; and
- (c) the staffing levels for the BSA/AML compliance function, consistent with the Bank's money laundering, terrorist financing, and other illicit financial activity risk assessment, including anticipated risks from new or expanded lines of business, products, and services, and the effectiveness of the Bank's BSA/AML program.

Upon completion, this review must be submitted to the Assistant Deputy Comptroller.

(6) Within ninety (90) days after completing the assessment under paragraph (5) of this Article, the Board shall ensure that the Bank implements any changes that are needed in the Bank's BSA Officer and supporting staff, including their responsibilities, authority, structure, independence, competencies, or capabilities. In particular, the Board shall ensure that the BSA Officer and supporting staff have sufficient training, authority, resources, and skill to perform

their assigned responsibilities. The Board shall further ensure that it and Bank management have the necessary knowledge to effectively oversee the Bank's compliance with the BSA and that management information systems are effective. The Board shall also ensure that there are clear lines of authority and responsibility for the Bank's BSA/AML compliance function and staff.

ARTICLE VII

BSA/AML TRAINING

(1) Within thirty (30) days of the date of this Agreement, the Board shall conduct a written assessment of the Bank's BSA/AML training to evaluate its operational effectiveness and provide the report to the Assistant Deputy Comptroller. Upon completing the assessment, the Board shall ensure that the Bank implements any changes that are needed in the Bank's BSA/AML training.

(2) Within ninety (90) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written BSA/AML training program ("BSA/AML Training Program"). Refer to the FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual: "BSA/AML Training" (Rev. March 2020) for guidance.

- (3) The BSA/AML Training Program shall include, at a minimum:
- (a) relevant and appropriate periodic training for all Board members and all Bank personnel, including operational personnel, with BSA/AML responsibility, which shall be based on the individual's job-specific duties and responsibilities, and which shall specifically address:
 - (i) the Bank's BSA/AML policies and procedures;

- (ii) regulatory requirements and guidance and the Bank's money laundering, terrorist financing, and other illicit financial activity risk profile, and any changes thereto;
 - (iii) customer due diligence;
 - (iv) customer risk rating methodology;
 - (v) ongoing monitoring commensurate with the risk of the customer;
 - (vi) high-risk customers; and
 - (vii) high-risk activities.
- (b) appropriate training for other personnel outside the Bank's BSA/AML compliance function based on the individual's job-specific duties and responsibilities, if such duties and responsibilities implicate BSA/AML compliance obligations; and
- (c) strategies for mandatory attendance, the frequency of training, procedures, timing for updating the training program and materials, the method for delivering training, and procedures to ensure employee training completion is tracked and documented.

(4) Within thirty (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the BSA/AML Training Program or to any subsequent amendment to the program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the BSA/AML Training Program. The Board shall review the effectiveness of the BSA/AML Training Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the program as needed or if directed by the OCC after

consultation with the OCC regarding the proposed amendments. Any amendment to the BSA/AML Training Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE VIII

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

- (a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed on the Board by this Agreement;
- (b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;
- (c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;
- (d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;

- (e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and
- (f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE IX

OTHER PROVISIONS

(1) As a result of this Agreement, pursuant to 12 C.F.R. § 5.51(c)(7)(ii), the Bank is in “troubled condition,” and is not an “eligible savings association” for purposes of 12 C.F.R. § 5.3, unless otherwise informed in writing by the OCC.

(2) This Agreement supersedes all prior OCC communications issued pursuant to 12 C.F.R. §§ 5.3 and 5.51(c)(7)(ii).

ARTICLE X

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a “written agreement” within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United

States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time.

(3) The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, the Board or a Board-designee shall submit a written request to the Assistant Deputy Comptroller asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(4) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the

corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(5) Each citation, issuance, or guidance referenced in this Agreement includes any subsequent citation, issuance, or guidance that replaces, supersedes, amends, or revises the referenced cited citation, issuance, or guidance.

(6) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(7) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be forwarded via email to the Assistant Deputy Comptroller.

(8) The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his duly authorized representative, has hereunto set his signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2024.02.29
Le Vell P. Hall
Assistant Deputy Comptroller
Cleveland/ Pittsburgh/ Detroit Offices

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of First FS & LA of Lorain, Lorain, Ohio have hereunto set their signatures on behalf of the Bank.

/s/
Michael E. Brosky

2-29-24
Date

/s/
Michael Haddix

2/29/24
Date

/s/
Michael Jaworski

2/29/24
Date

/s/
John R. Malanowski

03-04-2024
Date

/s/
Kenneth A. Malanowski

2/29/24
Date

/s/
Elaine McGuinn

2/29/24
Date

/s/
Phil R. Stammitti

02/29/24
Date

/s/
Douglas B. Wilber

2/29/24
Date