

NORTHWEST SAVINGS BANK

Corporate Sweep AGREEMENT

AGREEMENT made as of this 29th day of, July 2009, between NORTHWEST

SAVINGS BANK ("Bank") and Warren County School District ("Customer"), tax ID# 25-1157816.

WHEREAS, Customer has established a primary deposit account at Bank (the "Account"); and

WHEREAS, Customer desires to have the Bank automatically take balances in excess of the target balance (see Schedule A) out of its Account and invest it in U.S. government securities, which the bank will agree to repurchase; and

WHEREAS, Bank is willing to provide such services to Customer as set forth herein.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Disclosure:** THE CUSTOMER ACKNOWLEDGES THAT ANY AMOUNTS INVESTED PURSUANT TO A REPURCHASE AGREEMENT HEREUNDER WILL NOT BE A DEPOSIT AT THE BANK, WILL NOT BE FDIC INSURED, AND WILL NOT BE GUARANTEED BY FDIC.
2. **Schedule:** The parties have completed Schedule A attached hereto which lists the following information:
 - (a) primary account number for Checking Account;
 - (b) target balance requirement;
 - (c) interest rate information repurchase agreements;
 - (d) account fees; and
 - (e) such other information as may be unique to Customer.
3. **Operation:** In accordance with the information set forth on the Schedule A on each business day, Bank will process all transactions in Customer's Account (including all linked accounts if desired), posting all debits and credits and utilizing all collected funds (including the proceeds of the previous business day's repurchase agreement) as follows:
 - (a) Any available funds will first be used to pay items presented that day.
 - (b) Satisfy target balance (see schedule A).
 - (c) Any remaining collected funds in excess of target balance will be swept to investment account.
4. **Repurchase Agreement:** All repurchase agreements entered into hereunder will be overnight repurchase agreements that will involve the purchase by the Customer of a portion of a security on one business day, and the repurchase of such investment by Bank on the next business day, at the identical price, plus interest at the rate set forth on the Schedule. Bank will credit Customer with the amount of interest applicable to each such repurchase amount for the actual number of days that such repurchase amount is in effect. Bank agrees to so repurchase such investments in securities, and Customer agrees to so sell such investments, in accordance with all the provisions of this Agreement.

5. **Securities:** The securities to be utilized for repurchase agreements hereunder will be U.S. government securities, including Treasury securities and Agency issued or guaranteed securities, which may include mortgage backed securities issued or guaranteed by GNMA, FNMA or FHLMC. The Bank may use a single, large denomination security as the subject of repurchase agreements with a number of customers, each having a specified interest therein. The fair market value of the portion of the security that is the subject of a repurchase agreement hereunder will always exceed by at least 5% the amount of such repurchase agreement on the date of its creation.
6. **Confirmations:** On each day that a repurchase agreement is created hereunder, Bank will provide to Customer a notice identifying the amount of each daily repurchase agreement, the specific government security that was the subject of the repurchase agreements, and such other information as may be agreed upon between Customer and Bank or may be required by law. The Customer hereby authorizes Bank to provide such notices by electronic media, mail or such other method as may be suggested in the future by Bank and acceptable to Customer.
7. **Custody:** The Bank will retain “custody” of all securities that may be the subject of repurchase agreements hereunder, and no securities will be delivered to the Customer. The Bank, however, will not likely have physical possession of any of such securities. The Bank utilizes the services of the Federal Home Loan Bank of Pittsburgh which acts as the Bank’s agent to hold physical custody of all securities owned by the Bank, including the specific securities that may be used from time to time for repurchase agreements hereunder. At all times when any repurchase agreement is in effect between the Bank and the Customer, the Bank’s records will show that a specific portion of such specific security is not owned by the Bank for its own account, but has been sold to the Customer and is being held for the benefit of the Customer with the Bank acting as the Customer’s Agent. In turn, the records of the Bank’s agent custodian will reflect that such specific security is held in a separate custodial account for the benefit of Bank’s repurchase agreement customers, and not for the Bank itself. Thus, in the event of a failure of the Bank while a repurchase agreement is in effect the specific security that is the subject of the repurchase agreement will not be an asset of the Bank that is available for general creditors of the Bank but will be identified as property of Customer as a repurchase agreement customer of the Bank in a secured creditor status. And the Customer will have the right to direct the Bank to sell the securities and apply the proceeds in satisfaction of any repo seller liability. The Bank will not have the rights to substitute a different security for a repurchase agreement while a repurchase agreement is in effect, but the Bank may use different securities for different repurchase agreements during the term of this Agreement.
8. **Other Documents:** There shall be no other documents necessary in connection with this Agreement and the repurchase agreements to be created hereunder. No individual certificate, document, or other signing shall be necessary to create or evidence a repurchase agreement, and the terms of each such repurchase agreement shall be governed by this Agreement, including the Schedules, and the confirmations issued by the Bank as set forth in Section 6 above. All deposit account disclosures provided by the Bank to the Customer, deposit agreements, and the deposit rules and regulations of the Bank and of the several federal bank regulatory agencies, shall govern the overall

relationship between Bank and Customer and shall be read together to determine the proper resolution of any particular event occurring during the course hereof.

9. **Limits:** The Bank may establish limitations from time to time on the operation of this Agreement, and may, in extreme cases, refuse to enter into a repurchase agreement in the event that Customer has an inordinately large balance on any particular day, or if the Bank is aware of other unusual circumstances with respect to the Customer or the Account on such day. The Bank may modify the terms set forth on the Schedule by written notice to Customer at any time.
10. **Term:** This Agreement shall continue in effect until terminated by either party on written notice to the other. The Bank may modify the operation of this Agreement without terminating it by amending the Schedule and providing notice thereof to the Customer. The Bank will annually provide a written notice of renewal to the Customer.
11. **General:** This Agreement shall be governed by and interpreted in accordance with Pennsylvania law, and such federal law as may be applicable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Bank and the Customer as of the day first written above.

Northwest Savings Bank Representative:

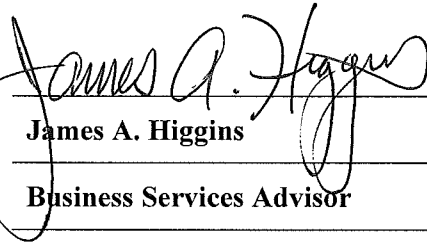
Customer:

By:

Printed Name: James A. Higgins

Title: Business Services Advisor

Date: July 29, 2009



Printed Name: Kimberly Angove

Title: President

Date: _____

Printed Name: Norbert Kennerknecht

Title: Treasurer

Date: _____

Printed Name: Ruth Huck

Title: Secretary

Date: _____

Schedule A

Primary Account Number	Target Balance	Investment Account No.
1026019206 (General Fund)	400,000.00	1026051670
1026051696 (Capital Reserve)	200,000.00	1026051688

Target Balance

The established minimum available collected balance to be maintained in the primary account. This balance is subject to change based upon account activity, earnings credit rate adjustments, and/or item charge adjustments.

Fees for Service

Your two account listed above will be assessed a \$85 monthly service fee.

Interest Rate Information

The interest rate on your corporate sweep accounts is a variable rate based on Northwest Savings Bank's rates.

Northwest Savings Bank Representative:

Customer:

By:

Printed Name: James A. Higgins

Printed Name:

Title: Business Services Advisor

Title:

Date: July 29, 2009

Date: