

**TEXAS A & M AgriLife Extension Service**  
**The Texas A&M University System**  
**MONTHLY SCHEDULE OF TRAVEL**

A2

**NAME: Mark Arnold**

**TITLE: County Extension Agent – Agriculture**

**COUNTY: Ellis**

**MONTH: July 2018**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
7/8	Waxahachie-Dennison-TCAAA Annual Meeting Professional Improvement Conference	97		
7/9	Dennison area-TCAAA Annual Meeting Professional Improvement Conference	15		
7/10	Dennison Area-TCAAA Annual Meeting Professional Improvement Conference	6		
7/11	Dennison-Waxahachie-TCAAA Annual Meeting Professional Improvement Conference	93		
7/12	Waxahachie area-District Recordbook Judging/4-H Beef Supporters Meeting	6		
7/15	Waxahachie-Stillwater, OK-OSU Big 3 Livestock Judging Field Days	285		
7/16	Stillwater Area-OSU Big 3 Livestock Judging Field Days	92		
7/17	Stillwater area-OSU Big 3 Livestock Judging Field Days	21		
7/18	Stillwater area-OSU Big 3 Livestock Judging Field Days	12		
7/19	Stillwater, OK-Waxahachie-OSU Big 3 Livestock Judging Field Days	285		
7/20	Waxahachie area-Master Gardener Veggie Grill Fest Prep	27		
7/21	Waxahachie area-Master Gardener Veggie Grill Fest	4		
7/23	Waxahachie area-USDA Seed Cotton Educational Program	20		
7/24	Waxahachie area- TDA Private Applicator Training	2		
7/25	Waxahachie-Italy area-Producer/4-H Project Consultation	37		
7/26	Waxahachie -Midlothian area-Producer/4-H project Consultation	32		
7/27	Waxahachie area-Homeowner/Landowner Consultation	6		
7/30	Waxahachie area-4-H Beef Supporters Meeting/Landowner Consultation	22		

	consultation			

1074

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 8/1/18 Signed: Mark Eld

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

## Miles traveled: 1074

### Selected major activities since last report

July 2018

- 7/6 Pioneer Seed Field Crops Program-Agent offered 2 TDA CEU's for producers attending, insect, weed and disease issues were covered for corn, milo and soybean.
- 7/8-11 Agent attended TCAAA Annual Meeting and Professional Improvement Conference at Dennison, Texas. Educational topics for agents included; Beef and Forage, Crops, Horticulture, Equine and Turf Management.
- 7/12 Agent attended and participated in District 8 4-H Record Book Judging at Georgetown with 4-H agent, FCH agent and 4-H Adult Volunteers.
- Agent met with 6 4-H Beef Project supporters to discuss and finalize plans for 2018 Cooler Classic Steer and Heifer Show, August 24-26.
- 7/15-19 Agent escorted 5 Senior age Livestock Judging Team members and 1 adult volunteer to the annual OSU Big 3 Field Days in Stillwater, Oklahoma. Member enhanced their livestock evaluation and public speaking skills through oral justification of their selections and decisions.
- 7/21 Agent assisted 20 Master Gardener volunteers during their annual Veggie Grilling Fest in conjunction with the Waxahachie Downtown Farmers Market. Grilled samples of in season and highlighted vegetables were prepared and distributed to market patrons. Vegetable vendors reported an estimated 5-10% increase in sales due to the event. Food safety and related Extension publications were distributed.
- 7/23 Agent conducted Seed Cotton Program Updates relating to required producer and landowner discussion with the new USDA Farm Bill. Dr. Joe Outlaw, Extension Economist and Texas A&M AgriLife was the featured speaker. 51 area cotton producers were in attendance, meeting was supported by local USDA Farm Service Agency and related agribusinesses.
- 7/24 Agent conducted monthly TDA Private Applicator Training of 2 area commodity producers.
- 7-21,26,27,31 Agent conducted producer, homeowner and 4-H livestock site visits and consultations in and around the Midlothian, Waxahachie, Italy, Ferris and Ennis area as needed and requested.

Phone, email, office and site visits as needed and requested.

### Educational Programming

Programs	8
Participants	300+

### Educational Contacts

Site Visits 4-H	10
Site Visits Ag	7
Telephone	376
MG/MN Telephone	58
Office Visits	107

E-Mails	852
Newsletter/Letters	564
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	125
News Releases	2
Facebook posts	7
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

8/1,6	4-H Livestock Member, Fall Stock Show Registration-Waxahachie
8/2	4-H Annual Awards Banquet-Telico
8/6	4-H Beef Project Workday-Waxahachie
8/7,8	Texas A&M Beef Cattle Shortcourse-College Station
8/12-17	District 8 TCAAA Professional Improvement Educational Tour
8/18	Central High/Bardwell Volunteer Fire Department Fundraiser-Ennis
8/20-24	Cooler Classic Steer and Heifer Show set-up-Waxahachie
8/21	TDA Private Applicator Training-Waxahachie
8/23	Master Gardener Board of Directors Meeting-Waxahachie
8/24,25,26	Ellis Beef Supporter Group Cooler Classic Steer and Heifer Show-Waxahachie
8/25	4-H Beef Project Workday-Waxahachie
8/27	Leadership Advisory Board Meeting-Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**8/1/18**

**Date**

The Texas A&M University System  
**MONTHLY SCHEDULE OF TRAVEL**

NAME: Rita Hodges  
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Community Health  
 MONTH: July 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
7/2	Ennis, Waxahachie (Diabetes Educational program, Golden Circle, WIC, Helping Hands, Better Living for Texans)	71		
7/3	Waxahachie (WIC office, First Look, Senior Center, Better Living for Texans)	26		
7/6	Waxahachie (Nutrition Program, Senior Center, Better Living for Texans)	17		
7/9	Ennis, Waxahachie (Diabetes Nutrition Program, Golden Circle, Better Living for Texans, WIC office, Helping Hands, Haven of Hope)	68		
7/10	Waxahachie (Senior Center, Better Living for Texans, Master Wellness Volunteers, _____ program)	15		
7/11	Ennis, Waxahachie (Better Living for Texans nutrition program, deliver BLT newsletters, 4-H)	67		
7/12	Georgetown (Judge 4-H Record Books)	298		
7/13	Waxahachie (Better Living for Texans, Senior Center, diabetes education)	16		
7/18	Waxahachie (Senior Center, Better Living for Texans program, Master Wellness Volunteers)	11		
7/19	Ennis, Waxahachie (Webex-FCH Changes, Haven of Hope, Better Living for Texans, 4-H, master Wellness Volunteers)	66		
7/20	Waxahachie (Senior Center, Nutrition Program, diabetes education)	19		
7/23	Waxahachie (Better Living for Texans program, "State of Health" webex)	11		
7/24	Waxahachie (Diabetes Education Webex, Better Living for Texans, WIC)	14		
7/25	Ennis, Waxahachie (Better Living for Texans nutrition program, STEM program-Senior Center)	23		
7/26	Ennis (Diabetes Education program, Walk Across Texas, 4-H)	66		
7/27	Ennis, Waxahachie (Quarterly Nutrition Update Webex, Better Living for Texans, Haven of Hope)	62		
7/31	Waxahachie (Senior Center, Better Living for Texans)	17		

	<b>Total</b>	<b>867</b>	

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: August 1, 2018

Signed: *Rita M. Hodges*

Reprint - 2.81

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 867**

**Selected major activities since last report****July 2018**

- 7/2 Diabetes Education Program, Ennis; **21 attended**. Program focused on importance of exercise.
- 7/4 Nutrition Program; **6 attended**. Program focused on MyPlate.
- 7/9 Better Living for Texans Program, Ennis; **18 attended**. Eating more fruits and vegetable was stressed in the program.
- 7/11 Better Living for Texans Program, "Fresh Start to a Healthier you;" **11 attended**. Program focused on food safety at home.
- 7/12 District 8 4-H Record Book Judging, Georgetown.
- 7/13 Better Living for Texans Program; **8 attended**. Basic nutrition was the focus of the program.
- 7/20 Better Living for Texans Program; **8 attended**. Food safety in the home was stressed.
- 7/23 Diabetes education; **21 attended**. Program focused on how to count carbohydrates.
- 7/24 "Do Well, Be Well With Diabetes" webex.
- 7/25 Better Living for Texans Program; **20 attended**. Program focused on shopping and saving money.
- 7/27 Better Living for Texans Program; **6 attended**. Saving money at the grocery store was the focus of the program.

**Educational Programming:**

Programs	9
Participants	125

**Educational Contacts:**

Site Visits-FCH	10
Telephone	52
Office Visits	2
E-mails	385
Newsletters/Letters	250

**Media Outreach:**

News Releases	4
Website hits	125
Facebook hits	31

**Major plans for next month:**

8/2 Avalon ISD Health Fair  
8/2 County 4-H Achievement Banquet  
8/3 Better Living for Texans Nutrition Program  
8/4 Ferris ISD Health Fair  
8/11 Ennis Give a Kid a Chance Health Fair  
8/13 Better Living for Texans Webex  
8/17 Better Living for Texans Program  
8/21 Dinner Tonight Webex  
8/30 Independent Living Webex

**Rita Hodges**

**Name**

**County Extension Agent - Family & Community Health**

**Title**

**Ellis**

**County**

**08/1/18**

**Date**

**Selected major activities since last report**

**Miles traveled: 1138**

- 07/06-08: Southeast District 8 County Camp
  - Ellis County took 22 students and 3 adult volunteers to camp.
- 07/12: District 8 Recordbook Judging
  - 1 Volunteer attended
  - Ellis County took 26 books, 2 qualified for state
- 07/16: Assisted with McLennan County Wildlife Camp. Coordinated efforts for Archery presentations, took 4 student volunteers
- 07/18-20: Summer Camp Series, 15 students attended 3 days
  - Science Camp-conducted science experiments
  - Food Camp-Focused on creating a healthy breakfast on the go.
  - Craft Camp-Created crafts for students to take home (tie pillow, tie-die pillow case, and gak)
- 07/24-25-ECYE Ambassador Tour
  - Took 13 students and 2 volunteers to Austin to learn about advocating for Agriculture. Students met with TDA, toured the Capitol Building, met with a Supreme Court Justice, toured the Supreme Court, met with lobbyists from Texas Farm Bureau, met with Texas FFA, met with Texas Beef Council, and met with a government consultant at a lobbyist law firm.
  - Raised \$2500 in sponsorships to cover the cost of the trip
- 07/26-Ferris 4-H Information Meeting
  - 16 adults and students in attendance.
- 07/31: County Council Retreat, 7 students
  - Planned out the 4-H year

**Educational Contacts**

**Educational Programming:**

Programs .....7  
 Participants.....108

**Educational Contacts:**

Site Visits 4-H.....4  
 Telephone.....185  
 Office Visits.....21  
 E-Mails.....465  
 Newsletter/Letters.....465  
 Faxes.....10

**Media Outreach:**

News Releases.....2  
 Website hits.....122  
 Social Media Contacts..... 27 posts on FB, 1563 follows (12,055 post reach), 12 on Instagram (356 follows)

**Major plans for next month**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Fall Shows entry night</li> <li>• 4-H Awards Banquet</li> <li>• Club Officer Workshop</li> <li>• TAE4-HA State Conference</li> <li>• District 8 TCAAA Ag Tour</li> </ul> | <ul style="list-style-type: none"> <li>• 40 Under 40 Luncheon</li> <li>• LAB Meeting</li> <li>• County Council</li> <li>• Club Manager Workshop</li> </ul> |
|---|--|

Name: Megan Parr  
 Title: County Extension Agent 4-H  
 Texas A&M AgriLIFE Extension - The Texas A&M University System

County: Ellis  
 Date 08/01/2018



for the month shown. Date 08/01//2018

Signed:

Y Y Legans Tan

**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

F1

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001.0375.50933.00000.00	Engineering Consulting	\$2,400.00

**TRANSFER TO:**

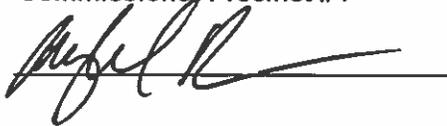
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001.0375.50819.00000.00	Engineering Computer	\$2,400.00

	<u>07/30/2018</u>	<u>ENGINEERING</u>
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

- |       |                          |
|-------|--------------------------|
| _____ | County Judge             |
| _____ | Commissioner Precinct #1 |
| _____ | Commissioner Precinct #2 |
| _____ | Commissioner Precinct #3 |
| _____ | Commissioner Precinct #4 |

Approved by County Auditor's Office: 

F2

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-50804	Postage	\$ 500.00
001-0520-50812	Radio	\$ 250.00
001-0520-50800	Official Bond/Docs	\$ 347.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0520-50801	Supplies	\$ 500.00
001-0520-50801	Supplies	\$ 250.00
001-0520-50801	Supplies	\$ 347.00

Signature of Department Head

7/31/18

Date Signed

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

F3

JUL 30 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line-Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 Funding	\$ 205.00 ( <del>\$200.00</del> )

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenses	\$200.00

  
Signature of Department Head

7-26-2018  
Date Signed

Elections  
Department

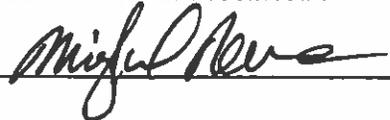
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:



**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

**RECEIVED**

F4

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

11/30/2018  
ELLIS COUNTY  
AUDITOR

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50802-00000-000	Equipment	\$400.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50868-00000-000	Emergency Management Contract Services	\$400.00

*Tim Birdwell*

**TIM BIRDWELL, EMC**  
*Signature of Department Head*

**07.27.2018**  
*Date Signed*

**EMERGENCY MANAGEMENT**  
*Department*

**ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*Miguel...*

F5

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

Jul 30 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50805-00000-000	Conference	\$4,000.00
001-0360-50888-00000-000	Computer Service	\$2,500.00
001-0360-50846	Witness Fee	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50807-00000-000	General Miscellaneous	\$2,500.00
001-0360-50703-00000-000	Telephone	\$500.00
001-0360-50833-00000-000	Court Reporting	\$1,000.00
001-0360-50853-00000-000	Legal Research	\$1,500.00
001-0360-50801	Supplies	\$2,000.00

*Ann Montgomery*  
Signature of Department Head

7/30/2018  
Date Signed

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*Miguel P. ...*

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

F6

RECEIVED

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

June 21, 2018  
ELLIS COUNTY  
AUDITOR

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0100-50703	Telephone	700.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0100-50801	Supplies	700.00

Ballen  
Signature of Department Head

7/31/18  
Date Signed

Accounts Payable  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

Mufson

**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

**RECEIVED** F7  
JUL 30 2018  
ELLIS COUNTY  
AUDITOR

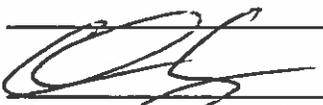
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
042-0942-30302-00000-000	Fund Balance	5,565.00

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
042-0942-50802-00000-000	Equipment	5,565.00

  
Signature of Department Head

July 25, 2018  
Date Signed

010 / SO  
Department

**ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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\_\_\_\_\_  
\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office: 



**CERTIFICATION OF  
BUDGET TRANSFER**

**Ellis County**

DATE: \_\_\_\_\_

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention. 042-0942-30302 \$5,565 to 042-0942-50802 \$5,565

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018

\_\_\_\_\_ County Judge

\_\_\_\_\_ Commissioner Precinct #1

\_\_\_\_\_ Commissioner Precinct #2

\_\_\_\_\_ Commissioner Precinct #3

\_\_\_\_\_ Commissioner Precinct #3

County Clerk: \_\_\_\_\_

Remit To:  
 P.O. Box 222288  
 Dallas, TX 75222-2288



# Invoice

Date	Number
7/5/2018	145507

Physical Address:  
 450 Alameda Road, Suite 343  
 Fort Worth, TX 76126

### Bill To Address:

Ellis County Sheriff's Department  
 Accounts Payable  
 300 S. Jackson  
 Waxahachie, TX 75165

### Work Location:

Ellis County Sheriff's Department  
 Ryan Connelly  
 300 S. Jackson  
 Waxahachie, TX 75165

Ship Via	PO #	Terms	Due Date	Sales Rep	WO #	
Customer PU	Ryan Connelly	Net 30	8/4/2018	Billy	82795	
Item	Description			Quantity	Price	Amount
181008RFX	E. WHEEL PT300 SOLAR 20K X 50LB SN'S: 0524AV18005, 0524AV18028, 0524AV18031, & 0524AV18034			4.00	1,360.00	\$5,440.00
EIGHT	Freight			1.00	125.00	\$125.00

042-0742-50802-00000-000  
 Approved By: \_\_\_\_\_  
 Date: 7-25-18  
 5,565.00

This has been sent  
to AP for processing

### Thank you for your business!

Accept Visa, Mastercard, Discover Card, and Debit Cards.  
 For more information, please contact Mayra Gonzalez with your questions.

Phone	Fax	Email	Website
32.8116, X102	817.654.1823	m.gonzalez@jpbowlin.com	www.jpbowlin.com

<b>Subtotal</b>	\$5,565.00
<b>Sales Tax</b>	\$0.00
<b>Total</b>	\$5,565.00
<b>Balance Due</b>	\$5,565.00



J.P. Bowlin Co., LLC  
 3450 Alameda Street, #343  
 Fort Worth, TX 76126  
 Phone 817-654-1822  
 Fax 817-332-2145  
 Web www.jpbowlin.com

# Detailed Workorder

Date / Time	Number
7/5/2018 8:37:19 AM	82795

This is not an invoice

FORM #272-F Rev C

**Bill To Address:**

Ellis County Sheriff's Department  
 300 S. Jackson  
 Waxahachie, TX 75165

**Work Address:**

Ellis County Sheriff's Department  
 300 S. Jackson  
 Waxahachie, TX 75165

Schedule 7/5/18 Ordered By: Ryan Connelly E-mail: \_\_\_\_\_  
 Customer PO#: Ryan Connelly Phone: 817-365-2145 Cell Phone: 972-214-1111

all Type New Equip Install

ature of Call:

neck 4 New PT-300's

escription Work

*REPLACE 4 PT-300'S IN SHOP 8/2/18  
 REPAIR 2 IN SHOP 8/2/18*

LEGAL FOR TRADE  Y  N ADJ  Y  N OUT OF STATE  CERTS  Y  N CRS NO/CUST IN CF

quipment, Products & Supplies, Cable, Etc. Used: Yes  No

Qty	Part #	Description	Price	Amount

# EASYCAL

## CALIBRATION PROGRAM

For

**Scales and Metrology Equipment**

Visit:

[JPbowlin.com/calibration](http://JPbowlin.com/calibration)

commendations \_\_\_\_\_

Summary of Charges			
Labor			\$
Travel			
Parts/Supplies			
STD Calibration Trk			
HD Calibration Truck			
Freight			
Tax			
<b>Estimated Total</b>			<b>\$</b>
<b>Time In:</b>		<b>Time Out:</b>	

I agree all service has been performed satisfactorily as stated above.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Technician \_\_\_\_\_

Date 7/5/18



RECEIVED

JUL 30 2018

FB

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

BY: Ellis Co.  
Auditor's Ofc.

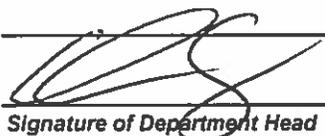
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	718.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	718.00

 \_\_\_\_\_ July 30, 2018 \_\_\_\_\_ 010 / SO  
*Signature of Department Head*      *Date Signed*      *Department*

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

- \_\_\_\_\_ County Judge
- \_\_\_\_\_ Commissioner Precinct #1
- \_\_\_\_\_ Commissioner Precinct #2
- \_\_\_\_\_ Commissioner Precinct #3
- \_\_\_\_\_ Commissioner Precinct #4

Approved by County Auditor's Office: 



**CERTIFICATION OF  
BUDGET TRANSFER**

**Ellis County**

DATE: \_\_\_\_\_

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention. 042-0942-30307 - \$718<sup>00</sup> to 042-0942-60802

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017/2018

\_\_\_\_\_ County Judge

\_\_\_\_\_ Commissioner Precinct #1

\_\_\_\_\_ Commissioner Precinct #2

\_\_\_\_\_ Commissioner Precinct #3

\_\_\_\_\_ Commissioner Precinct #3

County Clerk: \_\_\_\_\_



# Invoice

Invoice	INV0670247
Date	7/26/2018
Page	1
Order	DPT000228343

GT Distributors - Austin  
P.O. Box 16080  
Austin TX 78761

(512) 451-8298

Bill To:

Ellis Co Sheriff's Office (TX)  
300 S. Jackson  
Attn: Debra Brown  
Waxahachie TX 75165

Ship To:

Ellis County Sheriff's Office  
300 South Jackson  
Attn: Wess Winn  
Waxahachie TX 75165

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Pmt Terms	Req Ship Date	Master No.
WINN 53118		002788	DJ	FACTORY DIRECT	NET 15	7/20/2018	1,800,034
Ordered	Shipped	B/O	Item Number	Description	UOM	Unit Price	Ext. Price
1	1	0	SC-MR02-II-M*	Second Chance Monarch MR02 Level II -M AUSTIN Shawn Burris navy carriers	EA	\$495.00	\$495.00
1	1	0	SC-SPA2*	Second Chance Concealable SPA "2" Carr AUSTIN navy carrier	EA	\$55.00	\$55.00
1	1	0	SC-TAC1-PKT*	Second Chance Tac Assault Carrier Fixed AUSTIN navy carrier and ID panel SHERIFF in white	EA	\$168.00	\$168.00

042-0942-50800-0000-000

Approved By: [Signature]

Date: 7-20-18

FFL Number:

Expiration Date:

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Wess Winn

wess.winn@co.ellis.tx.us

Thank you for your business, Todd Prelop

Subtotal	\$718.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Amount Received	\$0.00
Balance Due	\$718.00

F9

# RECEIVED

## ELLIS COUNTY BUDGET 2017/2018 LINE ITEM ADJUSTMENT

AUG 03 2018

*Auditor's Office*  
Department adjustments to my

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

### TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50601	Travel Reimbr	300.00
019-0919-50802	Equipment	2,000.00
019-0919-50799	Copier Maint	200.00

### TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-50882	Books	2,500.00

*Carla Cates*  
Signature of Department Head

8-1-2018  
Date Signed

*Law Library*  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonda Spivey* 8/16/18

F10

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

RECEIVED

AUG 06 2018

ELLIS COUNTY  
AUDITOR

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50915	RB1- Asphalt	\$46,630.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50911	RB1- Gravel	\$46,630.00

  
Signature of Department Head

8-2-18  
Date Signed

Road & Bridge Pct.1  
Department

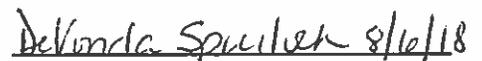
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

 8/16/18

F11

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

AUG 06 2018

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	1,783.20

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	1,783.20

Signature of Department Head

August 6, 2018

Date Signed

010 / SO

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonda Spurlach 8/6/18

RECEIVED F12

AUG 07 2018

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

BY: \_\_\_\_\_

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40964	Contracting Elections	(\$16,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50942	Election Expenses	\$1,600.00
001-0210-50848	Holding Salary	\$12,980.00
001-0210-50805	Conference	\$1,300.00
001-0210-50804	Postage	\$20.00
001-0210-50823	Legal Notices	\$100.00

  
Signature of Department Head

8-6-18  
Date Signed

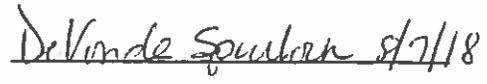
Elections  
Department

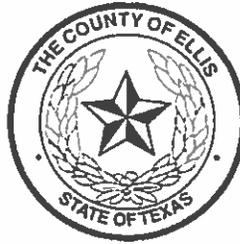
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:

  
8/7/18



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 8/7/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Elections Contracting 001-0210-40964 \$16,000

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed

Miykael Reeve, CGFO  
County Auditor

F13

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

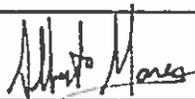
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50808	Auto Gas	\$500.00
001-0060-50821	Uniforms	\$300.00
	<b>TOTAL</b>	<b>\$800.00</b>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50802	Equipment	\$500.00
001-0060-50819	Computer	\$300.00
	<b>TOTAL</b>	<b>\$800.00</b>



Signature of Department Head

8/7/2018

Date Signed

Department of Development

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonda Spaullock 8/7/18*

**ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT**

F14  
ELLIS COUNTY  
AUDITOR  
AUG 07 2018  
**RECEIVED**

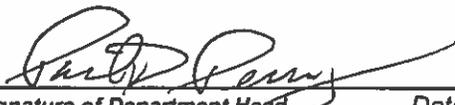
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50807-00000-000	Gen/Misc	\$1,000.00
011-0704-50558-00000-000	Contingency/Emergency	\$20,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50805-00000-000	Conf/Dues	\$1,000.00
011-0704-50802-00000-000	Purchase Equipment	\$20,000.00

	8/7/2018	Road & Bridge #3
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

_____	County Judge
_____	Commissioner Precinct #1
_____	Commissioner Precinct #2
_____	Commissioner Precinct #3
_____	Commissioner Precinct #4
Approved by County Auditor's Office:	<i>DeVonda Spivey 8/7/18</i>

F15  
RECEIVED

AUG 08 2018

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY BUDGET  
2012/2013 LINE ITEM ADJUSTMENT  
2017/2018

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2012/2013 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
5-001-0370-0804	POSTAGE	\$100.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
5-001-0370-0873	MAINTENANCE	\$100.00

*John S. Budger*  
Signature of Department Head

8-7-18  
Date Signed

*Tax Office*  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012/2013

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVinde Spaulden* 8/8/18



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

File



JOHN BRIDGES, RTA, CTA, CSTA

P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-3151  
E-Mail: john.bridges@publicans.com  
Website: www.elliscountytax.com

August 1, 2018

Request for Approval of August 14th, 2018  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic	200502 ✓	\$7,066.65 ✓

Total: \$7,066.65 ✓

*Primary* 8/2/2018



*x Mychal Rene* 8/3/18  
SIGN DATE



**JOHN BRIDGES RTA, GTA, CSTA**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150  
 Fax No.: 972-825-5151

Print Date: 07/19/2018

**GREEN TREE OUTSOURCING-LPS**  
 #11785  
 P.O. BOX 961250  
 FORT WORTH, TX 76161-025

Account Number 200502
Legal Description of the Property LOT 16 BLK E ASHBURNE GLEN EST ADDN PH: 0.348 AC
112 NOB HILL LN 75154
OWNER: HITTLE-LESLIE L & SHARON A

2016 OVERAGE AMOUNT \$7,066.65

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD, 362: CITY OF OVILLA

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Name: <u>Core Logic</u>
	Address: <u>3001 Hackberry Rd</u> City, State, Zip: <u>Irving, TX 75063</u> Daytime Phone No.: <u>817-899-2971</u> E-Mail Address: <u>Keradaers@Corelogic.com</u>
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	<u>Core Logic / Green Tree / Ditech</u> <u>Jan 2017</u> <u>\$ 7066.65</u>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b> <u>\$ 7066.65</u>
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):
	<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.
	By signing below, I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) SIGNATURE OF REQUESTOR (REQUIRED): <u>Keitta Rodriguez</u> DATE: <u>7/19/18</u> <u>Core Logic / Ditech</u>
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied      By: _____      Date: _____	

This application must be completed, signed, and submitted with supporting documentation to be valid.

Account No. Remit Seq No. Check No. Payment Amount

0502 [ ] [ ] [ ]

Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.
0	BALANCING RECOF	CH	\$8.83	\$8.83		200502
0	BALANCING RECOF	CH	\$52.63	\$52.63		200502
0	BALANCING RECOF	CH	\$285.30	\$285.30		200502
0	BALANCING RECOF	CH	\$1.24	\$1.24		200502
36414648	68049655	CH	\$410,972.73	\$7,459.49	PA	200502
34894536	77083595	CH	\$10,898.37	\$7,086.65	LG	200502
33159466	2325331	CH	\$7,066.65	\$7,066.65	PA	200502
30334602	672685	CH	\$1,330,320.19	\$6,680.54	PA	200502
26866479	16713181	CH	\$6,538.43	\$6,538.43	PA	200502
24517998	830645	CH	\$1,226,738.06	\$6,396.92	PA	200502
21978017	765973	CH	\$1,115,268.13	\$6,484.32	PA	200502
19376309	710141	CH	\$976,624.76	\$6,596.80	PA	200502

Applied Total \$103,107.61



AGENDA ITEM 1.1  
Ellis County Commissioners' Court  
August 14, 2018



**SHORT TITLE:**

Amendment designed to provide limited development off private streets, increase concrete thickness and traffic study requirements.

**LEGAL CAPTION:**

Consider and act upon an amendment to Order No. 192.02, as amended, the Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, specifically amending Section VIII-A (Lots), VIII-B (Street Layout), and Article IX (Construction Procedures and Specifications) and any other related articles, sections and paragraphs regarding traffic studies, concrete thickness, and development along private roads.



**PURPOSE & ANALYSIS:**

Staff is bringing forth this amendment package for the following reasons:

- Increase the minimum concrete pavement thickness from five (5) inches to six (6) inches to have uniform application across the County and ETJ areas.
- Require traffic impact studies to be submitted if a development is expected to generate more than 100 vehicle trips per day (typically at least 10 residential lots or medium type commercial activity).
- In an effort to reduce the amount of variances for private street developments, an amendment to establish regulations to allow development off private streets if they are built to County standards.



**PROPOSED AMENDMENT:**

Below is the proposed language for the amendment. Bold and underline words signify added text. Deleted text is struck-through.

=====

**Section VIII - B**

Adequate streets shall be provided by the Developer. Street arrangement, character, extent, width, grade and location of each shall conform to these regulations, and shall relate to existing and planned streets, to topographical conditions, to public safety and convenience, and aesthetic relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous development of the subdivision and accessibility for emergency equipment.



Development shall be allowed along all public roads officially accepted and maintained by Ellis County and shall occur according to the latest applicable standards in effect at the time of platting or permitting.

If the private roads are built to public road standards and inspected by the county, the property may develop as if it were a public road and meet all the requirements set forth in these regulations and as stated in the preceding paragraph.

Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box to the Fire Marshal's Office.

.  
. .  
Traffic impact studies shall be required to be performed by the developer for any development proposal expected to generate traffic volumes greater than one hundred (100) vehicle-trips per day and will significantly impact the capacity and/or safety of the street/road system. An example where such traffic impact studies shall be required is to determine the need for turning lanes entering subdivisions from busy streets, especially minor and major arterials during rush hour traffic.

.  
. .  
All streets shall be concrete and constructed in compliance with the specifications herein (See Table VIII-A, Section IX, and Attachment "B").

.  
. .  
Where part of a road or street has been dedicated in an adjoining subdivision adjacent to and along the common property lines of the two subdivisions, enough width of right-of-way must be dedicated in the new subdivision to provide the minimum width specified herein, and that right-of-way shall be paved such that the full pavement width will correspond with Table VIII-A, Section IX, and Attachment "B".

.  
. .  
**Section IX**

The driving surface of all subdivision streets shall be concrete. The materials, design, specifications, and procedures shall conform to those of the current TxDOT specifications. All new public roads constructed shall be concrete with a minimum 6-inch thick base and shall be a minimum 22 feet wide and follow other guidelines spelled out in Table VIII-A.



Roads, streets, and appurtenant structures will be built in accordance with typical sections as shown in Attachments "A", "B", "C" and "D".

#### **ANALYSIS**

Staff has worked on these set of amendments for the past few months and researched various county's regulations to come up with development standards that will help reduce the number of variances and help ensure a more efficient development process for private roads. These proposed amendments are modeled after the regulations adopted by Wise County and Hays County. After speaking with the officials in those counties and their consultants, they stated Texas Local Government Code Sections 232.003 (5) and (9) and Section 232.0031 gives the county the authority to implement these types of regulations.



#### **Legal Notifications:**

Staff advertised this proposed amendment in the July 29, 2018, edition of the Waxahachie Daily Light, satisfying the legal notification requirement of fifteen (15) days notice before the scheduled public hearing.

#### **ATTACHMENTS:**

1. Newspaper Notice
2. Draft Order



#### **RECOMMENDATION:**

Staff recommends approval of these amendments, as presented.



#### **APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Local listings for Waxahachie Daily Light, Midlothian Mirror and The Ellis County Trading Post

Search Classifieds  🔍

als

1

50 Results Per Page ▾ Sort Order ▾



To be published 1 time in the Waxahachie Daily Light on Sunday, July 29th, 2018. The County of Ellis will conduct a public hearing to consider and act upon a request to amend Order No. 192.02, as amended, the Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, specifically amending Section VIII-A (Lots), VIII-B (Street Layout), and Article IX (Construction Procedures and Specifications) and any other related articles, sections and paragraphs regarding traffic studies, concrete thickness, and development along private roads. This public hearing is scheduled for the Commissioners' Court on Tuesday, August 14, 2018, at 10:00 AM on the 2nd Floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. Please contact the Department of Development concerning any questions at 972-825-5200. If you would like to speak at the meeting regarding this matter, please show up at least 15 minutes early to sign up to





**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_**

**AMENDMENT TO RULES AND REGULATIONS  
LIMITED DEVELOPMENT OFF PRIVATE STREETS, INCREASE CONCRETE THICKNESS,  
AND TRAFFIC STUDY REQUIREMENTS**

On this the 14<sup>th</sup> day of August 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Carol Bush

**COMMISSIONERS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> Kyle Butler, Commissioner, Pct. 4 |

**AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:**

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS AMENDING THE COUNTY OF ELLIS RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES, COURT ORDER NUMBER 192.02, AS AMENDED, SPECIFICALLY AMENDING SECTION VIII-A (LOTS), VIII-B (STREET LAYOUT), AND ARTICLE IX (CONSTRUCTION PROCEDURES AND SPECIFICATIONS) AND ANY OTHER RELATED ARTICLES, SECTIONS AND PARAGRAPHS REGARDING TRAFFIC STUDIES, CONCRETE THICKNESS, AND DEVELOPMENT ALONG PRIVATE ROADS, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Commissioners' Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;



**NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY TEXAS, THAT:**

**SECTION 1.** The approved amendments for the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes are amended to read as follows and found in Exhibit A with the rest of the Section and Order remaining in full effect:

**SECTION 2. CONFLICTS.**

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**SECTION 3. SEVERABILITY CLAUSE**

If any section, paragraph, sentence, phrase or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 14<sup>TH</sup> DAY OF AUGUST, 2018.**

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Cindy Polley, County Clerk



## EXHIBIT A

### 8-B STREET LAYOUT

Adequate streets shall be provided by the Developer. Street arrangement, character, extent, width, grade and location of each shall conform to these regulations, and shall relate to existing and planned streets, to topographical conditions, to public safety and convenience, and aesthetic relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous development of the subdivision and accessibility for emergency equipment.

Development shall be allowed along all public roads officially accepted and maintained by Ellis County and shall occur according to the latest applicable standards in effect at the time of platting or permitting.

If the private roads are built to public road standards and inspected by the county, the property may develop as if it were a public road and meet all the requirements set forth in these regulations and as stated in the preceding paragraph.

Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box to the Fire Marshal's Office.

Dead-end streets and streets to cul-de-sacs shall not exceed 1,000 feet in length. Subdivisions with interior streets and/or cul-de-sacs shall be designed to have more than one street for entry and exit and with driveway access to interior streets only. Individual lots with direct driveway access to arterial streets must provide a minimum driveway spacing of 150 feet and a minimum street spacing of 1,000 feet. All lots fronting on major collectors or minor arterials shall be designed with sufficient "turn-around" room to prevent backing into high volume roads.

Traffic impact studies shall be required to be performed by the developer for any development proposal expected to generate traffic volumes greater than one hundred (100) vehicle-trips per day and will significantly impact the capacity and/or safety of the street/road system. An example where such traffic impact studies shall be required is to determine the need for turning lanes entering subdivisions from busy streets, especially minor and major arterials during rush hour traffic.

Surveyor must research future local thoroughfare plans and address right-of-way issues in related to "proposed" roads. A statement acknowledging thoroughfare location in retrospect to proposed development must be on the preliminary and final plat along with accommodations for the plan.

All streets shall be concrete and constructed in compliance with the specifications herein (See Table VIII-A, Section IX, and Attachment "B").

As recommended by the United States Postal Service and the Texas Department of Transportation, the use of cluster mailboxes in proposed subdivisions is encouraged. In the event cluster mailboxes are



impractical, the use of breakaway mailboxes on individual lots is encouraged. The use of brick, rock, or other solid structured mailboxes are discouraged on non-curbed streets, roads, and highways. It is recommended that all mailboxes on non-curbed streets, roads, and highways be located a safe and

reasonable distance away from the surface of the roadway. In the event Ellis County commences construction or maintenance to one of its roads or drainage ditches located within its right-of-way, all mailboxes located within the right-of-way shall be removed from the right-of-way at the expense of the property owner.

Where adjoining areas are not subdivided, the arrangement of streets in the subdivision may make provision for the proper projection of streets into such unplatted areas. Dead-end streets shall be prohibited except at boundary lines to permit future expansion. Temporary turnarounds shall be provided on dead-end expansion streets. No lot shall front on a dead-end expansion street. Cul-de-sacs

shall have a turnaround right-of-way of not less than one hundred-twenty (120) feet in diameter with a paved area no less than eighty (80) feet in diameter. Street jogs with centerline offsets of less than one hundred-fifty (150) feet shall be avoided.

No squares, "islands", or other obstructions to traffic shall be reserved or constructed within the street right-of-way of the subdivision. Flared entrances to subdivisions shall be provided to accommodate access by large trucks.

All streets and roads preferably shall intersect at ninety-degree angles. Where this is not practical, the intersection on the side of the acute angle must be cut back, but in no case shall the cutback be less than twenty-five (25) feet.

Where part of a road or street has been dedicated in an adjoining subdivision adjacent to and along the common property lines of the two subdivisions, enough width of right-of-way must be dedicated in the new subdivision to provide the minimum width specified herein, and that right-of-way shall be paved such that the full pavement width will correspond with Table VIII-A, Section IX, and Attachment "B".

Minimum design requirements for new streets or roads are shown below.

**Table VIII (A)**



Summary of Ellis County Road Standards

Functional Classification	Local 0 - 250	Collector or Secondary Thoroughfare 250 - 1,000	Primary Thoroughfare 1,000 - 3,000	Regional Arterial <sup>2/</sup> 3,000 - 5,000
Avg. Daily Traffic (one-way trip) <sup>1/</sup>				
Design Speed	20 mph	20 mph	35 mph	45 mph
Number of Lanes	2	2	2	2 - 4
Min. Row Width	60'	60'	60'	70'
Min. Pavement Width (Traveled Way)	22' - 24' <sup>3/</sup>	24'	30' <sup>4/</sup>	36'
Min. Width of Shoulders	3'	3'	4'	5'
Min. Centerline Radius	100'	150'	300'	675'
Min. Radius for edge of pavement at Intersections	15'	25'	25'	25'
Maximum Grade <sup>5/</sup>	12%	10%	10%	9%
Min. Stopping Sight Distance	50'	150'	250'	350'
Min. Intersection Sight Distance	200'	200'	300'	450'
Steepest Ditch Fore slope Grade <sup>6/</sup>	3:1	3:1	4:1	4:1

- 1/ Lots that are restricted to one single-family residence by plat note shall be presumed to generate 10 one-way trips per day.
- 2/ All elements, including geometric layout and cross-section, for major arterials (more than 5,000 trips) shall be approved by the Department of County Development Director on a case-by-case basis.
- 3/ A width of 24' is required if curbed.
- 4/ If residences do not front on the street, a 26-foot pavement w/shoulders is sufficient.
- 5/ Occasional short runs between intersections may exceed the amounts shown, but maximum grades through intersections may not exceed the amounts shown.
- 6/ The entire side ditch shall be totally contained within the R-O-W or dedicated drainage easement. Metal beam guard fencing normally will not be required. However, it is the responsibility of the Developer and his design engineer to (a) provide embankment heights and side slopes which would preclude the need for such traffic barriers, or (b) to determine the need for such structures in the interest of public safety.

All buried utility distribution mains shall be installed within the road right-of-way. After roads and streets have been accepted for maintenance by the County, no construction shall be done or excavations made within the right-of-way without:

1. Giving the County 30-day advance notice of such work.



2. Agreeing to pay the cost of warning signs and other necessary barriers in accordance with the Texas Manual of Uniform Traffic Control Devices, TxDOT, 1980.
3. Providing letters of credit or bond in an amount necessary to restore roadways to its condition prior to work being done.
4. Providing a letter to the County assuming full liability for any accident that might occur resulting from such construction or opening of the roadway.

Emergency repairs may be made without advance notice. However, the utility company must provide adequate safety protection and will assume full liability for accidents that occur while making emergency repairs.

All streets within a subdivision in Ellis County shall be constructed of concrete as per specifications in with Table VIII-A, Section IX, Attachment B & C.

#### SECTION IX CONSTRUCTION PROCEDURES AND SPECIFICATIONS

The driving surface of all subdivision streets shall be concrete. The materials, design, specifications, and procedures shall conform to those of the current TxDOT specifications. All new public roads constructed shall be concrete with a minimum 6-inch thick base and shall be a minimum 22 feet wide and follow other guidelines spelled out in Table VIII-A. Roads, streets, and appurtenant structures will be built in accordance with typical sections as shown in Attachments "A", "B", "C" and "D".

The Director of the Department of Development, or his designee, shall be notified at least twenty-four (24) hours prior to material delivery, laying the base course of a road, or before paving is to be started, to allow the opportunity to visit the site to verify that specifications are being met.



**AGENDA ITEM 1.2**  
Ellis County Commissioners' Court  
August 14, 2018



**SHORT TITLE:**

Release construction bond & accept maintenance bond for Pioneer Point Farms, Phases 1 & 2

**LEGAL CAPTION:**

Consider and act on a request to release a construction bond and accept a maintenance bond for Pioneer Point Farms, Phases 1 & 2. The property contains ± 194.502 acres of land in the C. Atteberry Survey, Abstract No. 10, located north of FM 66 between Arrowhead Road and Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3



**APPLICANT:**

Kars Tamminga



**PURPOSE:**

The applicant is requesting the County to release the construction bond (originally issued November 28, 2017) in the amount of \$648,096 from Interbank and accept a maintenance bond for Pioneer Point Farms, Phases 1 & 2 in the amount of \$259,238. This maintenance bond will be good for two (2) years and will be specifically for roads, drainage, and infrastructure. This subdivision is proposing one hundred fifty (150) residential lots.



**HISTORY:**

On March 9, 2015, the Commissioners' Court approved a preliminary plat of these two (2) phases. On May 22, 2018, the Court granted a variance to Section VIII (B) allowing the encroachment of a decorative/landscape feature within a county right-of-way.



**ATTACHMENTS:**

1. Copies of construction and maintenance bonds
2. Draft Order with Location Map and Preliminary Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**DEPARTMENT OF DEVELOPMENT**  
Ellis County

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**SUBMITTED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 20284540

Amount: U.S. \$ 648,098.00 (six hundred and forty eight thousand and ninety six dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on November 8, 2017 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**  
PIONEER POINT FARMS, LLC  
Entity Type: Limited Liability Company  
PO BOX 1069  
WAXAHACHIE, TX 75168

**BENEFICIARY:**  
COUNTY JUDGE OF ELLIS COUNTY TEXAS OR HIS/HER SUCCESSOR IN OFFICE  
Entity Type: Domestic Government Unit  
109 S. JACKSON ST.  
WAXAHACHIE, TX 75165

**ISSUER:**  
INTERBANK  
300 N Highway 77  
Waxahachie, TX 75185

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under InterBank Letter of Credit No. 20284540 dated November 8, 2017." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.  
This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 3. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.
- C. A signed statement by Beneficiary including the following statement: Applicant has failed to perform the improvements as required by the Ellis County Department of Development for the cost of construction of roads, streets, street signs, underground utilities, required drainage and drainage structures for the Pioneer Point Subdivision.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** THIS LETTER OF CREDIT IN THE AMOUNT OF \$648,098.00 IS EQUAL TO ONE HUNDRED PERCENT (100%) OF THE ESTIMATED COST OF CONSTRUCTION OF ROADS, STREETS, STREET SIGNS, UNDERGROUND UTILITIES, REQUIRED DRAINAGE AND DRAINAGE STRUCTURES FOR THE PIONEER POINT SUBDIVISION, 194.502 ACRES/150 LOTS, CHARLES ATTEBERRY SURVEY, ABSTRACT NO. 10, ELLIS COUNTY, TEXAS

THIS LETTER OF CREDIT WILL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE YEAR PERIODS FROM THE CURRENT EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO SUCH EXPIRATION DATE, INTERBANK NOTIFIES YOU BY A WRITTEN NOTICE VIA CERTIFIED MAIL TO THE ADDRESS ABOVE, THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED

5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00 AM Central Time (Time) on November 8, 2018 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

7. **APPLICABLE LAW.** This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Texas, except as those laws conflict with the UCP.

**ISSUER:**  
InterBank

By  Date 11-28-17  
Jeff Frazier, Exec Vice President



**IRREVOCABLE LETTER OF CREDIT NO. 20313413 ISSUED AS REPLACEMENT FOR  
IRREVOCABLE LETTER OF CREDIT NO. 20264540**

**Beneficiary (ies):  
County Judge of Ellis County, Texas or His/Her Successors in Office  
109 S. Jackson St.  
Waxahachie, TX 75165**

**Attention: Department of Development/ Maintenance Bond  
Alberto Mares**

**KNOW ALL MEN BY THESE PRESENTS**, that We, the undersigned, Pioneer Point Farms, LLC., as Principals and the InterBank, a Corporation existing under the laws of the State of Oklahoma and duly authorized and licensed to do business in the State of Texas, are held and firmly bound unto Ellis County Judge Carol Bush, or her successor(s), in the penal sum of **Two Hundred Fifty Nine Thousand Two Hundred Thirty Eight Dollars (\$259,238.00)**, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 26th day of July, 2018.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, That whereas, the above names Principal(s) did on the 8<sup>th</sup> day of November, 2017, enter into a contract with Ellis County Judge Carol Bush or her successor(s) for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision, Pioneer Point, to the satisfaction of the Ellis County Department of Development.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That if the said Pioneer Point Farms, LLC., shall maintain and make good all defects appearing in the work performed by Pioneer Point Farms, LLC. Due to faulty workmanship or materials which may develop during the period of twenty four months (24) from July 31, 2018, the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, That no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

**Funds under this Irrevocable Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause:**

1. Drawn under Irrevocable Letter of Credit No. 20313413.
2. The sight draft(s) must be accompanied by Beneficiary's signed statement that the Pioneer Point Farms, LLC. has failed to perform maintenance as required by the Ellis County Department of Development for the underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision, Pioneer Point.
3. The Original Letter of Credit, together with any amendments.

**EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00 A.M. Central Time on July 31, 2020. Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.



DEPARTMENT OF DEVELOPMENT  
Ellis County

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: co.ellis.tx.us/dod



Page 2

**NON-TRANSFERRABLE.** This Letter of Credit is not transferrable.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Irrevocable Letter of Credit is referred to or to which this Irrevocable Letter of

Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**IRREVOCABLE LETTER OF CREDIT NO. 20313413 IS ISSUED AS A REPLACEMENT OF  
IRREVOCABLE LETTER OF CREDIT NO. 20264540**

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This letter of Credit is also governed by the laws of the State of Texas, except for as those laws conflict with the UCP.

**AUTHORIZED SIGNATURES:**

**INTERBANK,**  
Organized and existing under the laws of Oklahoma  
300 N. Highway 77  
Waxahachie, Tx. 75165

  
By: Jeff Frazier  
Title: Executive Vice President



ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_

On this the 14th day of August 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Carol Bush

**COMMISSIONERS:**

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

**AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:**

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS  
RELEASING PERFORMANCE BOND/LETTER OF CREDIT NO. 20264540  
ISSUED BY INTERBANK IN THE AMOUNT OF SIX HUNDRED FORTY-EIGHT  
THOUSAND NINETY-SIX DOLLARS (\$648,096.00) AND ACCEPTING  
MAINTENANCE BOND/LETTER OF CREDIT #20313413 IN THE AMOUNT OF  
TWO HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-EIGHT  
DOLLARS (\$259,238.00) FOR PIONEER POINT FARMS, PHASES 1 & 2, A  
SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY  
OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3 CONTAINING ±  
194.502 ACRES OF LAND IN THE C. ATTEBERRY SURVEY, ABSTRACT NO.  
10, LOCATED NORTH OF FM 66 BETWEEN ARROWHEAD ROAD AND  
RICHARD ROAD WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT  
"A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY  
CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Commissioners Court of Ellis County, Texas adopted the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes on May 13, 2002, pursuant to Minute Order 192.02, hereinafter referred to as "Ellis County Rules." Addendum to Ellis County Subdivision Rules and Regulations adopted in Commissioners Court September 13, 2004, # 23 (1-4).

**WHEREAS**, "Ellis County Rules," Section X, C. Maintenance Bond states, "To ensure that the roads, street signs, underground utilities, drainage ditches, and drainage structures are maintained to the satisfaction of Ellis County, for a minimum of two years. The Maintenance Bond issuer is authorized



to do business in this state and made payable to the County Judge of Ellis County, Texas, or her successor in office.”

**NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY TEXAS, THAT:**

**SECTION 1. GRANTING RELEASE OF PERFORMANCE BOND AND ACCEPTANCE OF MAINTENANCE BOND**

The Commissioners Court finds that the Maintenance Bond criteria outlined in Section X, C. Maintenance Bond of the adopted Rules & Regulations apply. The roads, street signs, underground utilities, drainage ditches, and drainage structures are built to the satisfaction of Ellis County. All infrastructure are constructed to Ellis County’s requirements and hereby release Performance Bond/Letter of Credit No. 20264540 issued by interbank in the amount of six hundred forty-eight thousand ninety-six dollars (\$648,096.00) and accepting maintenance bond/letter of credit #20313413 in the amount of two hundred fifty-nine thousand two hundred thirty-eight dollars (\$259,238.00) for Pioneer Point Farms, Phases 1 & 2.

**SECTION 2. CONFLICTS.**

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**SECTION 3. SEVERABILITY CLAUSE**

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ON THIS THE 14TH DAY OF AUGUST, 2018.**

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2



**DEPARTMENT OF DEVELOPMENT**  
Ellis County

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

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Commissioner Paul Perry, Precinct No. 3

---

Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

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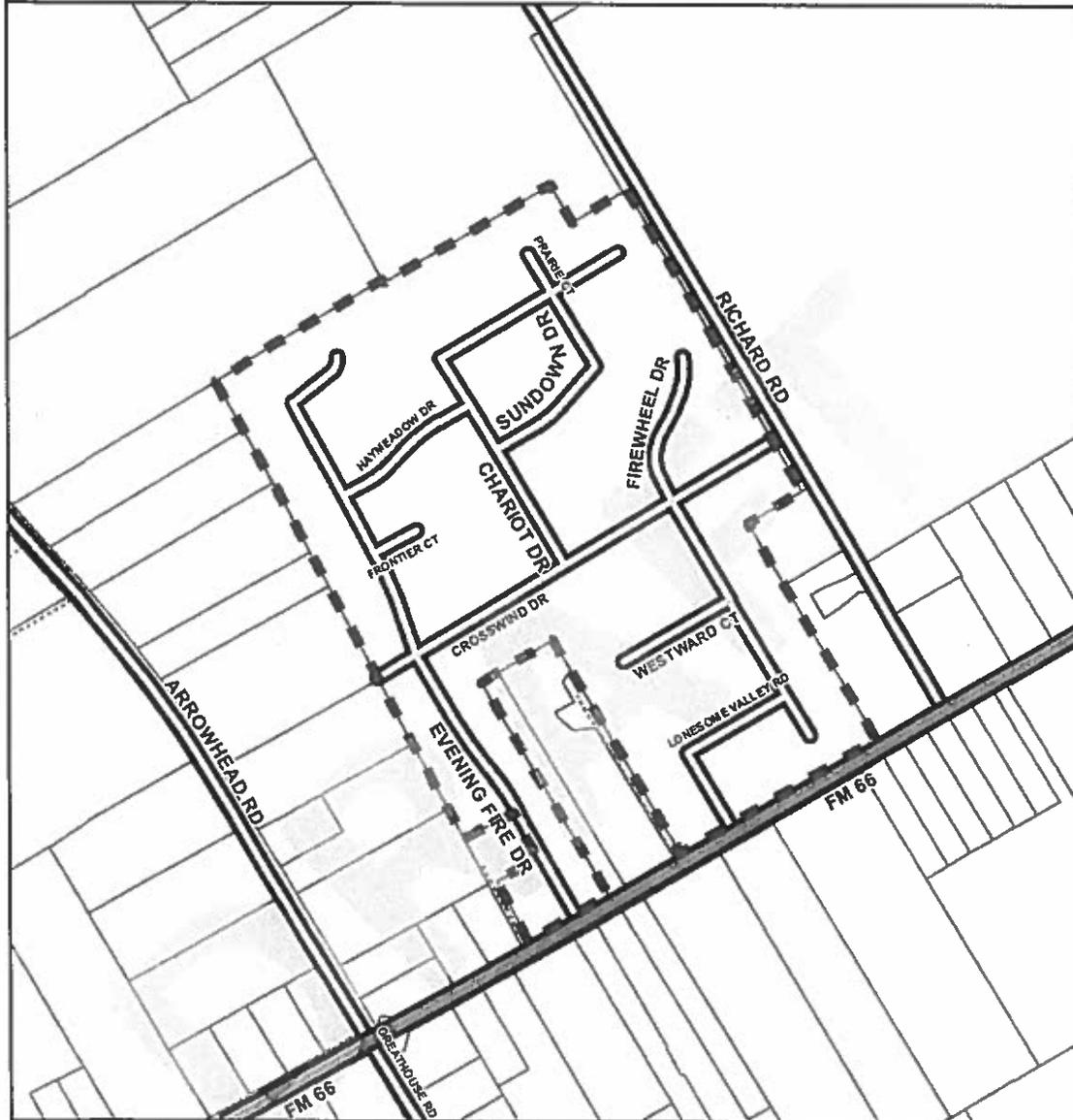
Cindy Polley, County Clerk



EXHIBIT A  
Location Map

Name: Pioneer Point Farms  
Case Number:  
Parcel ID: 269432

Department of Development  
Case Location Map  
Date Printed: 7/19/2018



	<b>CASE LOCATION</b>		PARCELS		Major Roads		
	CITY		Minor Roads		Other Roads		
<p>0 500 1,000 Feet</p> <p><small>Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.</small></p> <p><small>Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US</small></p>							



2.1

## Melanie Dowdle

---

**From:** Commissioner Precinct #2 <lane.grayson@co.ellis.tx.us>  
**Sent:** Tuesday, August 7, 2018 10:16 AM  
**To:** melanie.dowdle@co.ellis.tx.us  
**Subject:** Fwd: Supplemental Environmental Projects (SEP)  
**Attachments:** Check list for SEP (Tire & Trash) projects 7-24-18.docx; Untitled attachment 00043.html; Untitled attachment 00046.pdf; Untitled attachment 00049.html; Untitled attachment 00052.docx; Untitled attachment 00055.html

Please print with attachments.

Please call as soon as you can. I would like to get this submitted to Susan for next commissioners court as an agenda request before noon.

Sent from my iPhone

Begin forwarded message:

**From:** Joseph LaBarbera <labarbera4@att.net>  
**Date:** August 7, 2018 at 10:11:23 AM CDT  
**To:** "lane.grayson@co.ellis.tx.us" <lane.grayson@co.ellis.tx.us>  
**Subject:** Supplemental Environmental Projects (SEP)  
**Reply-To:** Joseph LaBarbera <labarbera4@att.net>

Good morning Commissioner, Bluebonnet RC&D, Inc. (Resource Conservation & Development) is a non-profit [501(c) 3] that covers nine counties in DFW located in Cleburne. The chairman is Julie Winchell with board members from most of the nine counties, all volunteers. The main goal of the RC&D program is to help the folks in rural areas. They are not funded by state or federal government and their survival depends on sponsorship from individuals, companies, communities, & counties. There are several RC&D Areas in the state. The administrative arm of these areas is located in Victoria, Texas. The TCEQ was looking for a third party to handle the revenue from their mitigation of fines that affect the environment in the state. So, long story short the SEP program was established as a partnership between TCEQ & Texas Association of RC&D Areas located in Victoria. The AD is paid out of a small portion of each project that is funded by TCEQ.

The SEP funds are used for tires, trash, waste water, school bus retrofit, household hazardous waste (electronics). The purpose of the program is to use the funds to help support needs of citizens of the counties that the fine was assessed in.

This is a quick crash course of RC&D and the SEP program that I hope will help answer some of the questions that you might have. I hope that I get the opportunity to come to the CC next Tuesday to explain & answer questions that might come up by the judge & commissioners.

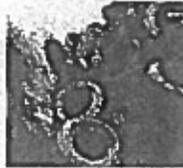
I have developed a check list that will keep us all stay on the same page during the planning & carrying out of these projects. *Please let me know the trash company that serves Ellis County* so I can call & get costs for the trash containers when you decide when & where you want your first event. I have to send TCEQ budgets for both projects & at each location of the events. The Tire Recycling Company that we use in Bluebonnet Area is All American Tire Recycling located in Mansfield.

Thank you,  
Joe LaBarbera  
Tech support for  
Bluebonnet RC&D, Inc.  
Azle, TX 76020  
817-448-8404  
[labarbera4@att.net](mailto:labarbera4@att.net)

**FREE TIRE DISPOSAL**  
**CALLAHAN COUNTY RESIDENTS ONLY**  
**MUST SHOW PROOF:(ELECTRIC/ WATER BILL or DL)**

**PASSENGER & TRUCK TIRES ONLY**  
**NO RIMS**

**WEDNESDAY, May 16, 2018**  
**From: 9:00 AM to 4:00 PM**  
**(OR UNTIL TRAILER IS FULL)**



**Location: Pct. #1 Equipment Yard**  
**1521 FM 2700, Clyde, Texas 79510**

**For more information call: 325.854.5805**

**Sponsored by Leona Bosque RC&D Council and Performed with grantly assistance from Texas Commission on Environmental Quality enforcement section**



By John Jefferson

**SNAPPER SEASON EXPANDED**

It looks like Texas red snapper fishermen will see a season in federal waters that is 40 days longer than last year's season.

That's just in federal waters; in state waters -- those out to nine nautical miles -- the season is expected to remain open 88 days. There's also a difference in federal and state bag or creel limits, and different minimum lengths of snappers you can keep.

In federal waters -- those nine nautical miles from shore and over -- the limit is two snappers per day, and they must be at least 18 inches in length in state waters -- the first nine nautical miles from shore -- the bag limit is four snappers per day, and the minimum length is 15 inches.

The season in federal waters opens June 1 and is "projected" to run for 82 days. That all depends upon how the fishing is. The season could close earlier if the federal poundage quota for the Texas Gulf is reached, and that is controlled by the weather. With good weather all summer, and a lot of people fishing and catching a mess of fish, the quota could be reached earlier, halting the season. Storms in the Gulf affecting the fishing, however, might retard the harvest and allow the season to run 82 days.

Plus, all the above pertains to private recreational anglers, as opposed to for-hire charter boats, or head boats, that operate under a lower quota and a shorter season.

All this is regulated under a Red Snapper Exempted Fishing Permit (EFP) which is an agreement between Texas Parks and Wildlife Department (TPWD) and the National Marine Fisheries Service (NMFS). Without bogging readers down in that alphabet



Commercial for-hire charter boats or headboats are available along the Texas coast, and provide tackle, bait, and deckhand assistance. Photo by John Jefferson.

JJ

soup of a sentence TPWD applied for the permit, and was granted the permit to manage the red snapper fishery in federal waters but was denied the notion of regulating private recreational fishermen and those on boats to have no set category of rules.

TPWD disagreed with claiming headboat fishermen differently from private boat anglers and the TPWD Commission that would take a firm stand against that concept. That's the way it stands at present, however.

Headboat fishing is popular in Texas, and the only way some children can get out into the sea in state waters you have a sea worthy boat and tickle as a shopper, or have a government

friend who does, head boats or about your daily alternative.

In Port Aransas, Fisherman's Wharf (361 749 3448) operates the popular Red Cat in the Gulf. For \$110 an angler they provide it's boat, rig, tackle, bait, and deck hand assistance. They also have a snack area where my wife spent some time recovering from a wave of the sickness from sticking at her feet while catching fish with the boat rolling with the waves inside an 80 ft long narrow boat.

Wood's in Ft. A. (361 749 5252) offers private trips for up to six anglers starting at \$1,300.

JJ

**SMITH & SON**

**FARM EQUIPMENT**  
 1635 South Access Rd. & I-20 Clyde, Texas  
**325-893-4242**

**Subscribe to the Cross Plains Review Call 254-725-6111 Now**

# TALLY SHEET FOR ABANDONED TIRE CLEAN-UP

Location: \_\_\_\_\_

Project # BB68

County: Ellis

Type	Number	Conversion Factor (see reverse)	Pounds/Tons
Passenger/LT			
Semi-Truck/Trailer			
Shipping Container/PTE			
Farm Equipment			
Other			
		<b>Total&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>	

Tally Performed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

- 1 Passenger/LT tire = 20 lbs.
- 1 Semi Truck/Trailer tire = 100 lbs.
- 100 lbs. tire weight = 5 passenger/LT tires
- 1 ton. tire weight = 100 passenger tires/ 20 semi-truck tires



July 16, 2018

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2019

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1 with new fees taking effect each year on January 1. This letter and attachments will provide information on how to submit the calendar year 2019 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed \$10;
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed \$1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed \$10 or \$20 for those meeting population requirements under Section (b) and (b-1);
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return to the TxDMV. If your county will keep the same optional fees for calendar year 2019, select OPTION A. If your county will change fees, select OPTION B, and return the form with a copy of the court order.

Deadline: Please return the form on or before Monday, August 27, 2018, by email to:

[DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov). (please note the underscore between DMV and Optional)

If you have any questions, please contact Tiffany McGehec, Registration Services, at (512) 465-1346. Thank you for your timely response.

Sincerely,

Jeremiah Kuntz, Director  
Vehicle Titles and Registration Division  
Texas Department of Motor Vehicles

JK:TT:TM

Attachments

cc: County tax assessor-collectors

# TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2018

EXPIRES December 31, 2018

## STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

Below are local fees collected with vehicle registration fees through the County Tax Assessor-Collector's office.  
The total fee on the registration renewal notice includes applicable local fees.

Anderson \$10.25	Brazos \$11.50	Coke \$10	Denton \$11.50	Freestone \$10	Harris \$11.50	Jeep \$10	Lampasas \$11.50	McLennan \$11.50	Orange \$10	Rusk \$11	Taylor \$10	Wharton \$10
Andrews \$7	Brewster \$10	Coleman \$10	DeWitt \$10	Frio \$11.50	Harrison \$11.50	Jeff Davis \$11.50	La Salle \$10	McAllen \$0	Palo Pinto \$10	Sabine \$11	Tarrant \$10	Wheeler \$6.50
Angelina \$10	Broscoe \$10	Collin \$11.50	Dickens \$10	Garzes \$0	Hartley \$10	Jefferson \$10	Lavaca \$10	Madison \$10	Parola \$10	San Augustine \$11.50	Terry \$10	Wichita \$10
Aransas \$10	Brooks \$11.50	Collingsworth \$10	Dimmitt \$11.50	Garveston \$10	Haskell \$10	Jim Hogg \$11.50	Lee \$10	Menard \$11.50	Parke \$10	San Jacinto \$11.50	Trinidad \$10	Wilbarger \$10
Archer \$10	Brown \$11.50	Colorado \$10	Donley \$10	Garza \$10	Hays \$10	Jim Wells \$11.50	Leon \$10	Midland \$10	Parmer \$10	San Patricio \$11.50	Titus \$10	Wilder \$10
Armstrong \$10	Burleson \$10.75	Comal \$11.50	Dove \$10	Gillespie \$11.50	Hemphill \$5	Johnson \$11.50	Liberty \$10	Milam \$10	Pecos \$10	San Saba \$10	Tom Green \$11.50	Williamson \$11.50
Atascosa \$10	Burnet \$11.50	Comanche \$10	Eastland \$10	Glasscock \$10	Henderson \$10	Jones \$10	Limestone \$10	Mills \$11.50	Polk \$11.50	Schlesier \$10	Travis \$11.50	Wilson \$10
Austin \$10	Callahan \$10	Concho \$10	Ector \$10	Goliad \$10	Hidalgo \$23	Karnes \$10	Lipscomb \$10	Mitchell \$10	Potter \$10	Scurry \$10	Tarrant \$11.50	Wheeler \$7.50
Bailey \$10	Callahan \$10	Coryell \$10	Edwards \$11.00	Goff \$10	Hill \$10	Kaufman \$11.50	Live Oak \$10	Montague \$10	Presidio \$10	Shackelford \$10	Tyler \$11	Wise \$10
Bandera \$10	Callahan \$10	Cottle \$10	Elba \$10	Gray \$10	Hockley \$10	Kendall \$11	Llano \$11.50	Montgomery \$10	Randall \$10	Sherman \$10	Upshur \$10	Wood \$10
Bascom \$10	Cameron \$21.50	Crane \$0	El Paso \$20	Grayson \$10	Hooper \$10	Kerr \$10	Loving \$0	Moore \$10	Randall \$10	Smith \$11.50	Upton \$5	Yoakum \$10
Baylor \$10	Camp \$10.50	Crane \$0	Erath \$10	Gregg \$10	Hopkins \$10	Kent \$10	Lubbock \$10	Morris \$10	Reagan \$10	Smith \$11.50	Uvalde \$10	Young \$10
Bee \$10	Case \$10	Crockett \$5	Falls \$11	Giroux \$10	Howard \$10	Kennedy \$0	Lynn \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Bell \$11.50	Case \$10	Crosby \$10	Fannin \$10	Guadalupe \$11.50	Hale \$10	King \$0	Madison \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Bellevue \$21.50	Castro \$10	Culberson \$10	Fayette \$10	Hall \$10	Hunt \$10	Kinney \$10	Marion \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Borden \$11.50	Chambers \$11	Dallam \$10	Fisher \$10	Hall \$10	Hunt \$10	Kinney \$10	Marion \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Borden \$0	Cherokee \$10	Dallas \$10	Floyd \$10	Hamilton \$10	Hutchinson \$10	Kisberg \$10	Marion \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Borke \$10	Childress \$10	Dawson \$10	Foard \$10	Harrisford \$10	Imperial \$10	Knox \$10	Marion \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Bowie \$10	Clay \$10	Deaf Smith \$10	Fort Bend \$11.50	Harrisford \$10	Imperial \$10	Knox \$10	Marion \$10	Morris \$10	Real \$10	Somervell \$10	Val Verde \$10	Zapata \$11.50
Brazoria \$10	Cochran \$10	Delta \$10	Franklin \$10	Harden \$10	Jackson \$10	Lamb \$10	McCluskey \$11.50	Datum \$10	Runnels \$10	Tarrant \$10	Weber \$20	

## PASSENGER VEHICLES / TRUCKS

6,000 lbs. or less = \$50.75

The annual registration fee for a passenger vehicle (including a motor bus or private bus) or truck with a gross vehicle weight of 6,000 lbs. or less is \$50.75, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## TRAILERS / TRAVEL TRAILERS

6,000 lbs. or less = \$45.00

The annual registration fee for a trailer or travel trailer (if the trailer requires registration) with a gross vehicle weight of 6,000 lbs. or less is \$45.00, plus applicable fees and local county fees.

## ALL VEHICLES

6,001 lbs. – 10,000 lbs. = \$54.00

The annual registration fee for a vehicle with a gross vehicle weight of 6,001 lbs. – 10,000 lbs. is \$54.00, plus applicable fees and local county fees.

Note: The gross vehicle weight of a truck is determined by adding the empty weight of the vehicle and the heaviest load that will be carried by the vehicle (carrying capacity) during the registration year.

## WEIGHT BASED REGISTRATION FEES

Vehicles 10,001 lbs. or more will pay the following registration fee\*, plus applicable and local county fees

10,001-18,000 lbs.	\$110.00
18,001-25,999 lbs.	\$205.00
26,000-40,000 lbs.	\$340.00
40,001-54,999 lbs.	\$535.00
55,000-70,000 lbs.	\$740.00
70,001-80,000 lbs.	\$840.00
Over 80,000 lbs.	Varies

\*Does not include diesel fees for commercial vehicles

## MOTORCYCLES / MOPEDS = \$30.00

The annual registration fee for a motorcycle or moped is \$30.00, plus applicable fees and local county fees.



## Imposition of Optional Fees Calendar Year 2019

**INSTRUCTIONS:** Complete and return this form (including court orders if required) to the TxDMV via email.

Email to: [DMV\\_OptionalCountyFeeUpdates@TxDMV.gov](mailto:DMV_OptionalCountyFeeUpdates@TxDMV.gov)

Please submit at your earliest convenience, but no later than **Monday, August 27, 2018.**

**County Name:** \_\_\_\_\_

### SELECT ONLY ONE OPTION BELOW:

**OPTION A – No change. This county will charge the same fees in 2019.**   
*Submit this form to TxDMV. A copy of the commissioners court order is NOT required.*

**OR**

**OPTION B – The commissioners court has approved fee changes for 2019.**  
*Enter amounts for each fee, even those that did not change. Enter zero (0) if applicable.*

Calendar Year 2019 fees to be collected by your county:

Road and Bridge Fee: \$ \_\_\_\_\_

Child Safety Fee: \$ \_\_\_\_\_

Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ \_\_\_\_\_

**Total Fee Amount to be collected in 2019:** \$ \_\_\_\_\_

**For Option B, submit this form and a copy of the court order.**

*Thank you, we appreciate your participation!*

2.8

**Cheryl Chambers**

---

**From:** Millie McManaway <MMcManaway@ffin.com>  
**Sent:** Tuesday, July 24, 2018 11:10 AM  
**To:** Cheryl Chambers  
**Subject:** New agreement  
**Attachments:** Ellis Counrty TMSA 7.2018.pdf; Ellis Counrty TMSA 7.2018 scheduls A-D.pdf; Ellis Counrty TMSA 7.2018 T&C.pdf

Cheryl

Attached is the new agreement. Since you are moving over to our Q2 ACH processing, new paperwork needs to be completed.

Below are the instructions to the agreement.

- TMSA Terms & Conditions of Agreements
- TMSA General
  - Service Agreement
  - Pg.1 Sign
- TMSA Schedules A-D
  - Pg.2 Services requested, sign- ACH is selected since that is the only process being changed
  - Pg.3 Bank highly recommends **dual control**, sign to acknowledge
  - Pg.4 Schedule B – to include Ellis County CSCD Division
  - Pg.5 Schedule C – create a super user. This page is to assign a super-user. The super-user can add/remove online banking users, assign/remove user privileges, etc. Without the initial contact to the bank.

Along with the signed agreement, I will need the below information:

- Online Users
  - Email & contact #
  - Token- a token will be needed to approve any ACH files. You have a choice of a hard token or VIP Access Application for cell phones/tablets
  - Users authority
    - Enter payroll, add employees, approve Payroll file

This will be a great time to make any adjustments to transfer or wire transfer limits, user’s authorities, add/remove users.

As you review the agreement, please call me with any questions.

Thank you

Millie McManaway, Assistant Vice President, Treasury Management, AAP  
**First Financial Bank, N. A.**  
 200 N Ridgeway | PO Box 537 | Cleburne, TX 76033  
 Office: 817-202-3186 | Mobile: 817-659-9534  
[mmcmanaway@ffin.com](mailto:mmcmanaway@ffin.com)  
 Treasury Management Client Support:  
 877-627-7201 | Email: TMclientsupport@ffin.com

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## TREASURY MANAGEMENT SERVICES AGREEMENT – PUBLIC FUNDS ENTITY

This TREASURY MANAGEMENT SERVICES AGREEMENT is executed as of the \_\_\_\_\_ day of July, 2018, (Effective Date") by and between First Financial Bank, N.A., a national association ("Bank"), TX Ellis County ("Customer"), Tax Identification number 75-6000935

- Treasury Management Services.** Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its commercial customers. Enrollment in any individual Service requires the completion of Schedule A, the Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by the Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement now govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the "Treasury Management Services Agreement – Procedures, Terms and Conditions."
- Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).
- Term.** The term of this Agreement indefinite, unless terminated by either party pursuant to the termination provisions herein.
- Entire Agreement.** This Treasury Management Services Agreement and addenda; the Treasury Management Services Agreement - Procedures, Terms and Conditions and addenda; the Treasury Management Services Request; all applicable Service fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
- Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, a Corporate Resolution identifying individuals who are authorized to execute this Agreement.
- Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Schedule ("Schedule B") or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the Treasury Management Services Agreement – Procedures, Terms and Conditions applicable to Related Entities.
- Limitation of Liability and Indemnification Obligations.** Notwithstanding anything in the Treasury Management Services – Procedures, Terms and Conditions or anywhere else in this Agreement to the contrary, to the fullest extent allowed by applicable law and under the constitution of the State of Texas, the public funds entity Customer will not be liable nor have an obligation to indemnify the Bank for any consequential, incidental, indirect, exemplary, special or punitive damages (including, without limitation, loss of revenue or anticipated profits), or for any indirect loss that Bank may incur or suffer in connection with the services provided hereunder, even if the Customer has been informed of the possibility of such damages.
- Authority To Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

Ellis County  
"CUSTOMER"

**Signature:** \_\_\_\_\_ **(Authorized Signer)**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

# Schedule A

## Treasury Management Services Request

Customer Name Ellis County

Product	Date Services Added
<input checked="" type="checkbox"/> ACH Services	_____
<input type="checkbox"/> Online Banking	_____
<input type="checkbox"/> Positive Pay	_____
<input type="checkbox"/> Payee Name Match	_____
<input type="checkbox"/> ACH Block/Filter	_____
<input type="checkbox"/> Remote Deposit Capture	_____
<input type="checkbox"/> Wire Transfer	_____
<input type="checkbox"/> Reverse Wire Transfer	_____

By checking the box next to a particular Service or Services, I hereby authorize Bank to provide such Service(s).

### Default Options

#### Positive Pay

- Option 1: Bank will PAY all check Exception Items
- Option 2: Bank will RETURN all check Exception Items
- Opt Out of Payee Name Match (payee name will not be validated)

#### ACH Block/Filter

- Option 1: Bank will PAY all ACH Exception Items
- Option 2: Bank will RETURN all ACH Exception Items

#### Wire Transfer

- Option 1: Customer chooses to submit wire transfer instructions via Online Banking System's Wire Transfer Feature
- Option 2: Customer chooses to submit wire transfer instructions by telephone with dual callback. A facsimile is required on all third party wires
- Option 3: Customer chooses to submit wire transfer instructions by telephone with callback verification to the same person submitting the request. A facsimile is required on all third party wires

By checking the box next to a particular option, I hereby authorize Bank to make such option the default.

Date \_\_\_\_\_

Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from Schedule C – Delegation of Authority to Authorized Administrators

Signer Name (print) \_\_\_\_\_  
Tax Identification Number 75-60000935  
Address 109 S Jackson St  
City, State Zip Waxahachie, TX  
Phone Number 972-825-5127 Fax Number \_\_\_\_\_

**Disclaimers**

Bank recommends Customer establish dual control authority for all outgoing funds transfer requests. This dual control is requiring one Authorized Party to draft the instructions followed by a second Authorized Party to approve. This provides Bank and Customer with greater protection against error and unauthorized transactions to be executed.

Customer has considered the Bank's recommendation to have two Authorized Parties that can draft or approve each outgoing funds transfer request but requests the Bank accept and process outgoing funds transfer requests with the approval of only one Authorized Party.

Customer hereby waives any protection offered by the use of the procedure recommended by the Bank. Customer agrees to be bound by any payment order (whether or not authorized) issued in Customer's name and accepted by Bank in compliance with the Security Procedure selected by Customer. Customer agrees that a lack of dual control is commercially reasonable for Customer's purposes, including with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from  
Schedule C – Delegation of Authority to Authorized Administrators

Ellis County processes all ACH files under dual control.

# Schedule B

## Related Entities Schedule

Customer Name Ellis County

- NEW SCHEDULE OF RELATED ENTITIES, this list replaces any and all previous lists of Related Entities schedule, or
- CONTINUATION SCHEDULE OF ADDITIONAL RELATED ENTITIES FROM FIRST FINANCIAL BANK, N.A. TREASURY MANAGEMENT SERVICES AGREEMENT,

Customer Name

Tax Identification #

Ellis County CSCD Division  
\_\_\_\_\_  
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### Authorization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Signer from Schedule C - Authorization to Obtain Treasury Management Services

\_\_\_\_\_  
Name (Print)

## Schedule C

### DELEGATION OF AUTHORITY TO AUTHORIZED ADMINISTRATORS

Customer Name Ellis County

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

#### Delegation of Authority

By signing below, you authorize each person listed below to be an Authorized Administrator with the authority to do any combination of the following:

- A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request;
- B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request; and
- C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request.

The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Signature:** \_\_\_\_\_

This Delegation shall be binding and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized Signer**

\_\_\_\_\_  
**Name (Print)**

## Schedule D

### SERVICE CHARGE SCHEDULE

Effective April 2018\*

#### ACH Origination Services

ACH Origination - standard	\$35.00
ACH Origination File - standard	\$10.00
ACH Origination Item - standard	\$0.10
ACH File Reversal/Deletion	\$25.00
ACH Origination - returned item	\$3.00
ACH Return Item as Not Authorized	\$5.00
ACH Suspended File Manual Handling	\$25.00

#### Remote Deposit Services

Remote Deposit - standard	\$35.00
Remote Deposit Item - Standard	\$0.08

#### Fraud Protection Services

Positive Pay	\$10.00
Positive Pay Exception Item	\$2.00
ACH Block/Filter	\$10.00

#### Wire Transfer

Incoming Wire Transfer	\$15.00
Outgoing Wire Transfer – Manual	\$25.00
Outgoing Wire Transfer – Online	\$15.00
Outgoing Wire Transfer - International	\$40.00

\*Fees are subject to change

Fees will be in accordance to the depository agreement.  
Processed through account analysis. Analysis fees waived

**FIRST FINANCIAL BANK, N.A.  
TREASURY MANAGEMENT SERVICES  
AGREEMENT  
PROCEDURES, TERMS AND CONDITIONS**

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**I.**  
**GENERAL PROVISIONS**

**1. Treasury Management Services.**

(a) Generally. First Financial Bank, N.A. ("Bank") offers various Treasury Management Services (individually, each a "Service", collectively the "Services") to its commercial customers (each a "Customer" or "you"). These Services include but are not limited to the following:

- ACH Services
- Online Banking
- Positive Pay
- ACH Block/Filter
- Remote Deposit Capture
- Wire Transfer
- Reverse Wire Transfer

Many of the Services are available for use through traditional means of financial commerce as well as through the use of Online Banking Services offered by Bank. The execution of the Treasury Management Services Agreement (the "Agreement") obligates the parties with regard to the general terms and conditions related to use by the Customer of any Service or Services offered by Bank, regardless of whether such Service is performed traditionally, online or through some combination thereof. Nonetheless, before the Customer begins using any of the Services, the Customer must mail or deliver a duly authorized and executed copy of the Agreement to Bank for review and approval.

(b) Enrollment in a Service or Services. Enrollment in any individual Service is subject to Bank approval and requires the completion of the Treasury Management Services Request ("Schedule A"). Enrollment in a Service or Services is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through e-mail, regular mail, or by facsimile.

**2. Accounts.**

(a) Generally. The Customer agrees to maintain a minimum of at least one (1) commercial checking account ("Demand Deposit Account") with Bank with funds sufficient to cover the transactions initiated pursuant to the Agreement, and to cover fees required to pay for Services provided thereunder.

(b) Business Purpose. The Customer agrees that only Demand Deposit Accounts, or other deposit accounts, or other asset accounts (individually, a "Deposit Account"; collectively, "Deposit Accounts") established exclusively for business purposes will be used for transactions conducted pursuant to the Agreement, and that in no event will transactions conducted hereunder be conducted using Deposit Accounts of the Customer or its employees, officers, directors, members, or owners that are established primarily for personal, family or household purposes.

(c) Authorization for Transfers to and from Accounts.

The Customer expressly authorizes Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated by the Customer and pursuant to the Agreement, or initiated by any other person the Customer authorizes to access Deposit Account(s). The Customer agrees that Bank: (i) may treat any bank transfer, whether initiated online or otherwise, from a Deposit Account the same as a duly executed written withdrawal, transfer, or check; (ii) may treat any bank transfer to a Deposit Account the same as a deposit by cash or check; and (iii) may treat any bank transfer to a loan account held by the Customer the same as a loan payment to Bank, all in accordance with the terms of the Agreement and the Terms and Conditions of Your Account governing the Deposit Account (the "Deposit Account Agreement") or the Customer's agreement with Bank governing any such loan account (the "Loan Account Agreement"), as applicable.

(d) Account Limitations. The Customer's ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of the applicable Deposit Account Agreement or the applicable Loan Account Agreement. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation in effect at the time a bank transfer is initiated. The Customer agrees that Bank may, without notice or other obligation to the Customer, for security reasons or as otherwise expressly provided in this Agreement, the Deposit Account Agreement or the Loan Account Agreement, (a) refuse to make any bank transfer, or (b) refuse to accept a Remote Deposit Capture deposit.

(e) Customer Printed Checks. Bank reserves the right, with respect to any and all of the Services, to require Customer to submit any non-Bank printed checks (i.e. checks that are printed by the Customer, or printed by an independent printer at the request of the Customer) for Bank's review and approval regarding format, size and other requirements. If Bank exercises such review and approval right for any of the Services, Customer shall be required to submit such non-Bank printed checks for Bank's review and approval prior to Customer using such non-Bank printed checks.

**3. The Agreement.**

(a) Generally. The terms and conditions of the Agreement, including Schedule A, any Service setup detail forms, these Treasury Management Services - Procedures, Terms and Conditions, and all attachments, authorizations, schedules and exhibits, together with all amendments or modifications thereto, are cumulative with and in addition to any terms of the Deposit Account Agreements and related Deposit Account signature cards and authorizations, Funds Transfer Agreements, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's Schedule of Funds Availability, any

credit account agreements relating to any credit accounts the Customer may have with Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to those of the National Automated Clearing House Association ("NACHA"), and any other applicable local clearing house association, all as may be amended from time to time.

(b) Inconsistencies. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of the Agreement, as relates to any Service or Services, and the terms of any other Bank Agreements, Schedules and Disclosures, the terms of the Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the General Provisions of the Agreement and the applicable Service Specific Provisions of the Agreement, the terms of the Service Specific Provisions shall control, but only to the extent of the inconsistency.

(c) Amendment. Bank may amend the Agreement from time to time. To the extent permitted by applicable law, Bank may amend any term of the Agreement without prior notice or obligation to the Customer: (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify the Customer; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in the Agreement. Use by the Customer of the Service(s) following the effective date of any amendment(s) shall constitute the Customer's acceptance of and agreement to the amendment(s). If the Customer does not agree to the changes as set forth in an amendment, the Customer may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service and following the procedures set forth in Section 27 of these General Provisions. Unless otherwise provided for herein, the Agreement may not be amended or modified unless agreed to in writing by Bank.

#### 4. Notices and Instructions.

(a) Generally. Unless otherwise stated in the Agreement, all notices required pursuant to the Agreement and the Services shall be in writing. Bank shall be entitled to rely on any written notice or other written, electronic or telephone communication believed by it in good faith to be genuine and to have been initiated by an authorized representative of the Customer to Bank. Any such communication will be deemed to have been authorized by the Customer. The parties agree that Bank's records of telephonic or electronic instructions shall be conclusive evidence of the actual notice or instructions given by the Customer and recorded by Bank.

(b) Data Recording. The Customer consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including, but not limited to, requests or instructions. Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is within Bank's sole discretion. The Customer agrees to Bank's telephonic or electronic recording for security and quality of service purposes. Either the Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service.

(c) Delivery of Notices, Disclosures, Amendments or Other Communications by Bank by E-mail. The Customer acknowledges and agrees that, to the extent permitted by applicable law, Bank may deliver all notices, disclosures, amendments or other communications required hereunder to the Customer by e-mail at the Customer's e-mail address as provided to Bank. To the extent permitted by applicable law, the Customer agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to the Customer in writing by regular mail, branch posting, or in person.

(d) E-Mail Communication. The Customer may send e-mail to Bank and receive e-mail from Bank. (i) Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercial reasonable security technology that provides a level of security that is equivalent to Bank's security standards, as posted on Bank's website. (ii) The Customer agrees that unsecured e-mail will not be used to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, Business ATM & Checkcard numbers, personal identification numbers ("PINs"), home addresses, User IDs, Passwords, ACH entries, or to provide required notices to Bank pursuant to any agreement the Customer has with Bank, unless such agreement expressly provides for e-mail notification. (iii) **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND**

**MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.** (iv) E-mail transmitted by the Customer to Bank may not be delivered to Bank immediately. If the Customer needs to contact Bank immediately to stop a payment, to report an unauthorized use of the Customer's User ID, to report unauthorized access to an account, or for any other reason, the Customer shall contact Bank by telephone at the telephone number provided herein, or in person. Bank will not be responsible for acting on or responding to any e-mail request made until Bank actually receives the Customer's e-mail message and Bank has a reasonable opportunity to act. (v) The Customer should check its e-mail regularly as Bank may attempt to notify the Customer by e-mail in the event of any technical difficulties or other occurrence that may affect Bank's online Services.

(e) **Address for Notification.** All notices to be delivered by the Customer to Bank pursuant to the Agreement can be made to the physical address, postal address, or e-mail address indicated below, as applicable pursuant to the terms of the Agreement and the requirements of the notice:

Bank's physical notification address:  
First Financial Bank, N.A.  
Attn: Treasury Management  
400 Pine Street, Suite 410  
Abilene, TX 79601  
E-mail: TMClientSupport@ffin.com

Bank's postal (i.e. P.O. Box) notification address:  
First Financial Bank, N.A.  
Attn: Treasury Management  
PO Box 701  
Abilene, TX 79604

All notices to be delivered by Bank to the Customer pursuant to the Agreement can be made to the postal address, e-mail address, or through Online Banking indicated in the attached Schedule A, as such notification information as may be amended in writing by the Customer from time to time.

## 5. Submission of Information and Documents.

(a) **Delivery of Documents.** The Customer agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents required by Bank from time to time to obtain and to continue to receive the specific Service(s) requested by the Customer, including Deposit Account signature cards, declarations, authorizations, resolutions, implementation documents and updated financial statements.

(b) **Provision of Information.** Prior to initiating a new Service, the Customer agrees to provide all information which Bank may request including specifications, test results, check samples, transmissions and documents. In the event that Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its

requirements, Bank may advise the Customer that the Customer will not be eligible to obtain the Service(s) until requested information that is satisfactory to Bank is provided by the Customer.

(c) **Authorizations.** (i) The individuals executing the Customer's signature card for Depository Account(s) and the individuals granted banking authority under the Customer's Corporate Resolutions are "Authorized Signers" under this Agreement. The individuals listed on Schedule C – Delegation of Authority to Authorized Administrators are "Authorized Administrators" under this Agreement. Collectively, Authorized Signers and Authorized Administrators shall be referred to as "Authorized Parties" under this Agreement. Authorized Signers have the authority: to sign the Agreement and any addenda thereof; to accept on behalf of the Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in Services; to appoint and remove Authorized Administrators (as defined below); to provide the required information to set up and administer Services; to perform the functions of an Authorized Administrator; to authorize and remove the authorization of individual Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Authorized Administrators have the authority, if granted by the Authorized Signers: to enroll in Services; to sign addenda to the Agreement as they relate to Services; to provide the required information and instructions to set up and administer Services, including the authority to add or remove Deposit Accounts or Service features; to authorize and remove the authorization of individual Users who perform transactions related to a Service or Services; to grant access to specific Deposit Accounts and Service functions; to re-set passwords; to audit Service activities of Users who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Bank may rely on the Customer's Corporate Resolutions and Schedule C to be a true and correct representation of the Customer's authorizations. (ii) The Customer shall develop and maintain a list of the Customer's employees authorized to perform any of the transactions required by the Customer under the Agreement and naming those individuals who are authorized to act on behalf of the Customer with respect to the Service (the "Users"). If Bank requests, the Customer agrees to deliver to Bank its list of Users and the Service or Services for which they are authorized to perform transactions. (iii) **THE CUSTOMER AGREES THAT IN THE EVENT THE CUSTOMER DESIRES TO NAME ADDITIONAL AUTHORIZED ADMINISTRATORS OR REMOVE THE AUTHORITY OF AN EXISTING AUTHORIZED ADMINISTRATOR, THE CUSTOMER MUST PROVIDE BANK WITH WRITTEN INSTRUCTIONS ADVISING BANK OF THE CHANGE IN AUTHORITY SIGNED BY A PERSON NAMED AS AN AUTHORIZED SIGNER ON THE MOST CURRENT OR CORPORATE RESOLUTION. THE CUSTOMER**

AGREES THAT BANK WILL RELY ON THE MOST CURRENT CORPORATE RESOLUTION AND SCHEDULE C SUPPLIED BY THE CUSTOMER AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED PARTIES ON THE CURRENT CORPORATE RESOLUTION OR SCHEDULE C OR NAMED AS USERS BY CUSTOMER. (iv) The Customer understands and agrees that any employees or applicants for employment with Customer who are or may become Authorized Parties or Users, or may otherwise have any responsibility for handling Customer's financial affairs (including processing, writing or receiving checks or electronic transfers, handling account statements or other financial information, conducting Remote Deposit Capture Services such as scanning or storing Original Checks (as defined herein), or creating, transmitting or storing Substitute Check images, or acting otherwise regarding Customer's financial affairs) has been asked specifically whether they have ever been convicted of a felony, that a thorough background check of such employee or applicant has been conducted, that a system of reasonable financial controls is in place and that the Customer has instituted a program that encourages Customer's employees to report fraudulent or dishonest activities to Customer's management.

**6. Security Procedures; Customer's Data Security Obligations; Limitation on Liability; Responsibility for Loss.**

(a) Security Procedures under the Agreement. Where required for any Service, Bank and the Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by Bank and the Customer in connection with the Service(s). Security Procedures offered by Bank are described herein and in Bank's Deposit Account Agreement. As part of the Security Procedures, Bank may employ various authentication technologies. As part of Bank's Online Banking Services for commercial Customers, Bank employs various security and authentication technologies to ensure that Authorized Parties and Users are communicating directly with Bank, and also to ensure that the Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of Customer Online Banking Services User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion. Such AAI is required as a component of various Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of

Security Procedures. **CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS OF THE CUSTOMER'S AUTHORIZED PARTIES AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL UNDER THE CIRCUMSTANCES.** If the Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Customer), the Customer shall immediately notify Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Customer. The Customer agrees that its use of the related Service or Services after Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. The Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any security or other procedure for the detection of errors. The Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

(b) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and as set forth in any Service Specific Provisions or any supplemental information and/or instructions provided by Bank. "Computer" means, collectively, the equipment and software (including web browser software) that allows Customer to access the Internet. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Customer agrees to abide by such requirements. Furthermore, the Customer understands and acknowledges that if Customer does not follow

commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII" as defined herein) of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. "Personally identifiable information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, and includes, but is not limited to, (i) "nonpublic personal information" as such term is defined under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) as amended from time to time (the "GLBA") and the regulations promulgated thereunder, and (ii) "personal information" as defined in applicable state data privacy laws, rules and regulations. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(c) Limitation on Liability. Customer understands, acknowledges and agrees that Bank is not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, or any Internet-related problems that may be associated with the Customer's access and use of the Services.

(d) Serious Potential Threat to Customer's Business; Notification to Bank. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.

(e) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

## **7. Business Days; Posting; Funds Availability.**

(a) Business Days. Any day on which a majority of Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of Bank's offices are open.

(b) Posting. Transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account in accordance with Regulation CC regarding funds availability as provided for in the Deposit Account Agreement. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to the Customer.

(c) Funds Availability. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in Bank's then current Schedule of Funds Availability, as amended from time to time, and in accordance with applicable law.

## **8. Honoring Transactions and Instructions; Furnishing Information.**

(a) Generally. Bank will honor the Customer's transactions and instructions (including adjustments and cancellations) only when the Customer has complied with the Agreement. Bank will be under no obligation to complete any transaction or instruction that: (i) exceeds the Customer's collected or available funds on deposit with Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by the Customer and agreed to by Bank; (iii) Bank has reason to believe may not be authorized by the Customer; (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (v) violates, in the opinion of Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (vii) for the protection of Bank or the Customer, Bank has reasonable cause not to honor.

(b) Insufficient Account Balances for Service(s). When a Service requires the Customer's Deposit Account(s) to contain sufficient, good, collected, and available funds to cover the Customer's obligations for the required Service, the Customer agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated Deposit Account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically modified in an applicable implementation document, Bank may: (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify the Customer prior to dishonoring any overdraft, even if Bank has paid overdrafts on behalf of the Customer in the past; (iii) in its sole discretion,

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provide the Service, and the Customer agrees to pay Bank promptly or on demand the amount of overdraft and any fees or other costs; and/or (iv) require the Customer to pre-fund transactions prior to settlement date or effective date. Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Account(s), but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an obligation by Bank to provide the Service in the future.

(c) Data File Retrieval and Delivery. Bank provides a data file exchange facility for Customers, which is intended to ensure a convenient, reliable and efficient means to obtain various informational data files and reports from Bank, or deliver instructional data files to Bank for processing and handling. This data file exchange facility makes it possible for a Customer, the Customer's agent, or a third party authorized by Customer to obtain specific Demand Deposit Account activity information as well as a means for a Customer, their agent or third party authorized by Customer to provide instructions to Bank in conjunction with various Services provided by Bank. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol/Internet protocol ("TCP/IP") functionality. Bank allows Customer to choose among certain options for communicating with Bank's FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that the Customer, their agent or a third party authorized by Customer, utilize the Customer's User ID, and/or password (both of which are assigned by Bank), or any AAI, and Bank may further require that public encryption keys be exchanged between Customer (or their agent or third party authorized by Customer), and Bank, depending upon the communication option selected. Also, certain communication options will require Customer, their agent or third party authorized by Customer to furnish Bank with the TCP/IP address from which a FTP communication session will originate. In addition to the general testing obligations set forth in Section 5(b) above, when Customer selects a particular communication method, Bank and Customer shall cooperate in testing data file exchange by such communication method, and if the testing process is completed satisfactory to Bank, then such communication method will be used. If, however, the testing process for a particular communication method is not completed satisfactory to Bank, then Customer must choose a different communication method that must also meet with Bank's testing and approval as stated above. Once a particular communication method has been successfully tested satisfactory to Bank's requirements and approved by Bank, then Bank and Customer will commence exchange of data files using such communication method. When incoming data files are delivered to Bank by Customer (or by Customer's

agent or third party authorized by Customer), the data files will reside in a secure folder on Bank's FTP external server until such files are relocated internally by Bank for processing.

#### **9. Oral Instructions.**

At Bank's option, Bank may honor the Customer's oral instructions regarding Service(s). The Customer agrees that Bank may in good faith rely on any such oral instructions, which purport to come from the Customer (including any Authorized Party or User) or the Customer's agent without independent verification by Bank unless Security Procedures require otherwise.

#### **10. Erroneous Instructions.**

**CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, FUNDS TRANSFER ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER, REGARDLESS OF WHETHER BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.**

#### **11. Inconsistent Name and Identifying Number.**

If any funds transfer instruction by the Customer describes the intended recipient of funds inconsistently by name and account number, the Customer agrees that payment by the receiving bank (which may be Bank) may be made on the basis of the account number alone even if that account is not owned by the person or entity named in the funds transfer instruction. If any funds transfer instruction identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, the Customer agrees that Bank may rely solely on the identifying number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank the Customer identified by name. To the extent permitted by applicable law, the Customer acknowledges and agrees that its obligation to pay Bank the amount of the funds transfer pursuant to a funds transfer instruction will not be excused in any circumstance described in Section 10 above and that the Customer will reimburse Bank for any losses or expenses Bank incurs as a result of Bank's reliance on the identifying number provided in the funds transfer instruction.

#### **12. Account Holder's Liability for Funds Transfers.**

The Customer agrees to be bound by any funds transfer, amendment or cancellation to a funds transfer issued in the Customer's name and received by Bank, whether or not authorized, if Bank accepts the funds

transfer, amendment or cancellation in good faith and in compliance with the Security Procedures agreed to herein. In the event that a funds transfer is unauthorized but effective pursuant to the Security Procedures agreed to herein, Bank is entitled to enforce or retain payment for the funds transfer from the Customer unless the Customer can prove that the funds transfer was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act on the Customer's behalf with respect to such funds transfer or the Security Procedures; or (ii) who obtained access to the Customer's transmitting facilities or who obtained, from a source controlled by the Customer and without authority of Bank, information facilitating breach of the Security Procedures, regardless of how the information was obtained or whether the Customer was at fault.

### **13. Account Reconciliation and Reporting of Discrepancies.**

(a) Generally. The Deposit Account statements provided to the Customer by Bank will notify the Customer of (i) the execution of funds transfers and all debits or credits to accounts of the Customer held by Bank resulting from transactions pursuant to the Agreement; and (ii) amounts debited by Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. The Customer agrees that Bank will not be required to provide any other notice to the Customer of the execution of any funds transfers, debits, credits or charges.

(b) Notification of Discrepancies. Customer agrees to promptly report to Bank any discrepancies between the Customer's records and Bank's records and/or Deposit Account statements and any relevant facts pertaining to potentially unauthorized or erroneous funds transfers of any kind. (i) For funds transfers, such report should be made within thirty (30) calendar days from the date the Customer receives notice from Bank that the funds transfer was processed or that the Customer's account was debited with respect to the funds transfer. The Customer's failure to notify Bank of any such discrepancies may result in the Customer forfeiting any interest potentially due on the amount of the unauthorized or erroneous funds transfer due to Customer's failure to provide notification within thirty (30) days as stated herein. (ii) For all ACH transactions that are believed to be unauthorized or erroneous, such report should be made no later than one (1) Business Day following the date of the unauthorized or erroneous entry so that Bank can return the item to the Originating Depository Financial Institution (the "ODFI") within the two (2) Business Day period required under NACHA Rules. Failure to do so for debits against an account will preclude Bank from returning the transaction through the ACH system and re-crediting the account. At the Customer's request, Bank will go outside the ACH system and request a credit from the ODFI based on a violation of the ODFI's warranty that the transaction was authorized.

(c) Foreign Currency Exchange Conversions. Bank assumes neither risk of loss nor any liability, which any person (including the Customer) may suffer by reason of foreign currency exchange conversions. Any gains resulting from foreign exchange conversion in connection with any Customer transaction pursuant to any Service hereunder shall inure to the Customer.

### **14. Settlement of Obligations.**

To the fullest extent permitted by applicable law, the Customer authorizes Bank to obtain payment of the Customer's obligations to Bank under the Agreement from time to time by (i) initiating debit or credit transfers to any of the Deposit Accounts; or (ii) deducting the payment from the amount of any bank transfer. Such obligations include, without limitation, fees owed to Bank, in conjunction with any of the Services or otherwise, and settlement for funds transfers initiated pursuant to the Agreement. At the time any Deposit Account is closed (whether by the Customer, by Bank, or otherwise) or any Service is terminated (whether by the Customer, by Bank, or otherwise), the Customer agrees that all such fees and other obligations will be immediately due and payable to Bank, and the Customer authorizes Bank to withhold the amount of any such fees and other obligations from any Deposit Account. Debiting a Deposit Account or deducting payment from the amount of any bank transfer is not Bank's exclusive remedy under this or any other section of the Agreement, and Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

### **15. Cooperation in Loss Recovery Efforts.**

Except as otherwise stated in the Agreement, in the event of any damages for which Bank or the Customer may be liable to the other or to a third party with respect to the Service(s), Bank and the Customer will undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

### **16. Fees.**

(a) Generally. Bank reserves the right to change any fee schedule at any time and from time to time. Applicable fees do not include, and the Customer will be solely responsible for payment of any sales, use, excise, value added, utility tax, or tariffs relating to the Service(s) provided hereunder, and for all telephone charges, internet access service charges, tolls, tariffs, and other costs for Online Banking Services initiated by the Customer or the Customer's authorized users.

(b) Payment of Fees. Any amount(s) due Bank for the Service(s) as determined by Bank's account analysis system will be charged as a direct fee debited to the Customer specified Deposit Account. If the Customer specified Deposit Account has insufficient funds to pay

any amount due, Bank may debit any Deposit Account maintained by the Customer at Bank. If there are no Deposit Accounts at Bank with sufficient funds to cover the amount due Bank, the Customer agrees to pay such amounts directly to Bank upon demand. The Customer also agrees to reimburse Bank for any actual expenses Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to Bank and are not paid, Bank shall have no obligation to execute any Service for the Customer, or to continue any Service(s) previously provided to Customer.

#### **17. Use of Third Parties.**

(a) Bank's Use of Third Parties. Bank's ability to provide certain Services depends on its ability to provide access to third party networks and other third party services. In the event Bank determines, in its sole discretion, that it is unable to provide third party network or services access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or service, and shall have no liability for the unavailability of such Service.

(b) The Customer's Use of Third Parties. The Customer shall notify Bank in writing as specified in Section 4(e) of the name of any third party whom it hires, employs, or to whom it delegates its duties or responsibilities under the Agreement, before that third party initiates any transaction or performs an obligation authorized or required under the Agreement. The Customer agrees that it shall be solely responsible for all acts of any such third party. The Customer shall provide information including financial information which Bank may, in its sole discretion, require from time to time regarding any third party vendor which the Customer hires, employs, or retains in any manner, to initiate transactions or assume any of the Customer's duties under the Agreement. The Customer understands and agrees that because of the risks involved in certain of the Services that the Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to the Customer if the third party retained by the Customer does not meet Bank's qualification criteria. Bank's acceptance of any third party retained by the Customer based on Bank's qualification criteria is not a representation or warranty by Bank regarding the fitness of the third party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any third party's ability to perform the third party services for Customer. The Customer agrees that it shall not allow any third party to use any Service hereunder or to process any third party's transactions pursuant to the Services hereunder through the Customer or its accounts without Bank's prior written consent.

#### **18. Courier Agreements.**

The Customer may utilize a courier to conduct transactions pursuant to the Agreement. In so doing, the Customer agrees at all times and in all respects, regardless of the source of payment for the courier services, that (i) the courier is the agent of the

Customer and not Bank; (ii) Bank makes no representations or warranties regarding any courier, and assumes no responsibility with respect to any services performed or promised by any courier; and (iii) the Customer assumes all risk of loss (including loss or theft by third parties or employees of the Customer or the courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from Bank. The Customer agrees that the Customer and the courier will be responsible for all loss recovery procedures and processes, although Bank may undertake commercially reasonable efforts to facilitate loss recovery.

#### **19. Proprietary Property.**

The Customer acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, test keys, security devices, Security Procedures, documentation, manuals, ideas and formulas (collectively, referred to herein as the "Bank Proprietary Property") utilized or developed and provided by Bank in connection with the Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. The Customer shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and the Customer agrees to keep Bank Proprietary Property confidential at all times. The Customer may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this section of which it becomes aware. Bank may require the Customer to license specific software in order to receive a particular Service. Unless agreed to the contrary between the parties with regard to certain Services, with such agreement approved by Bank in Bank's sole discretion, upon termination of the Agreement or any applicable Service, such license in Bank's Proprietary Property and any licensed software shall automatically expire and the Customer agrees to immediately cease using any Bank Proprietary Property and any licensed software relating to the Service or Services effected by such termination. Additionally, and unless contrary to prior agreement regarding the software, the Customer agrees to erase any software comprising Bank Proprietary Property and relating to the Service or Services terminated to the extent such software is stored in the Customer's computers, and, at the request of Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer. Alternatively, and at Bank's option, the Customer will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer and, upon request from Bank, provide written certification to Bank that such destruction has occurred.

## 20. Confidentiality.

The Customer and Bank each agree that all information concerning the other party or parties which comes into its possession in connection with any Service and/or the performance of the Agreement including, but not limited to, software licensed to the Customer by Bank, user guides, and Security Procedures including security access codes, keys, PINs, template numbers, or any other AAI, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable Bank to provide the Service or as required by applicable law. The Customer agrees that Bank may share any information concerning the Customer's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent Customer or service providers and to the extent Bank determines necessary, with the Customer's third party processor(s), and state or federal regulators, bank examiners or auditors.

## 21. Customer Records; Ownership of Data; Response to Data Security Breach Incidents; Responsibility for Loss.

(a) Customer Records. The Agreement will not relieve the Customer of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. The Customer shall retain and provide to Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least thirty (30) Business Days, or longer as set forth in a separate Service Provision, following receipt by Bank of the deposit, transmission file, entry, or other order affecting any of the Customer's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of the Customer's instructions to Bank and, in the absence of manifest error, will be binding and conclusive.

(b) Ownership of Data. The parties understand, acknowledge and agree that all data provided by Customer to Bank (including, but not limited to, electronic images of Substitute Checks retained on any Processing Equipment, Processing Software, or any other processing equipment or software (including Customer's Computer) used by Customer in conjunction with Remote Deposit Capture Services), and all data produced, compiled or otherwise provided by Bank to Customer, in any form or format, is the sole and exclusive property of Customer and copies thereof shall be provided to Customer at Customer's request from time to time and at any time ("Customer-owned Data"). Once Customer-owned Data is delivered by Bank to Customer, retrieved by Customer from Bank, or otherwise created as a by-product of a transaction between Customer and Bank and retained by Customer, such Customer-owned Data is solely within Customer's possession and control.

(c) Response to Data Security Breach Incidents. As stated in Section 6 above, Customer has the sole

responsibility for security and protection of Customer-owned Data. In the event of any security breach incident involving any potential or actual unauthorized access or acquisition of Customer-owned Data (e.g. computer hacking, virus attack, or theft or loss of any equipment containing Customer-owned Data), it is Customer's sole responsibility to determine whether Customer has the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. Customer must conduct, at its sole cost and expense, any audit and forensic investigation of such security breach incident. Customer bears the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring or fraud monitoring associated with such security breach incident.

(d) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of any unauthorized access or data security breach (e.g. computer hacking, virus attack, or theft or loss of equipment or other information containing Customer-owned Data), and regardless of whether such unauthorized access or breach results from the activities of Customer's employees, agents, subcontractors, or any unaffiliated third party, any such loss or damage shall be the sole responsibility of the Customer.

## 22. Representations and Warranties by Customer.

For purposes of this Section 22 and the Agreement, the following definitions apply:

"Affiliate" means a person who controls, is controlled by, or is under common control with another person.

"Organization" includes, but is not limited to, a corporation, limited or general partnership, limited liability partnership or limited liability limited partnership, limited liability company, business trust, real estate investment trust, cooperative, association, or other organization, regardless of whether the organization is for-profit, nonprofit, domestic or foreign.

"Parent" means an organization that, directly or indirectly through or with one or more of its subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of another organization; or (b) possesses at least 50 percent of the voting power of the owners or members of another organization.

"Person" includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust partnership, association and any other legal entity.

"Related Entity" means either (a) a Parent, (b) a Subsidiary, or (c) an Affiliate of Customer.

"Subsidiary" means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (b) possesses at least 50 percent of the voting power of the owners or members of the organization.

The Customer represents, warrants and agrees that (i) the execution, delivery and performance by the Customer under the Agreement are within the Customer's powers, have been duly authorized by all necessary action and do not contravene the Customer's governing documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by the Customer of the Agreement; (iii) the Agreement constitutes the legal, valid and binding obligation of the Customer and that the Agreement is enforceable against the Customer in accordance with the terms of the Agreement; (iv) no information furnished by the Customer to Bank in connection with the Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank; and (v) the Customer has not been induced to enter into the Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference. The Customer agrees to deliver to Bank, upon execution of the Agreement and at any time upon Bank's request, a certified copy of a duly adopted resolution, unanimous consent or other similar corporate document or official record authorizing the execution of Schedule C and Agreement and the granting of authority to the person(s) identified therein.

In addition, in the event that Customer desires to obtain any Services under this Agreement for any of Customer's Related Entities, as Customer shall list such Related Entities in Schedule B or any addendum, exhibit or schedule used in connection with this Agreement, the Customer makes the following additional representations and warranties to Bank each time that Customer lists a Related Entity that is authorized to obtain Services under this Agreement: (x) if Customer is a Parent of any Subsidiary Related Entity listed, that Customer is authorized under applicable governing documents to exercise both the voting power and equity of the Related Entity, and that no third party holds any veto power or approval right over (A) Customer's ability to appoint a majority of the directors, managers or other members of the Related Entity's governing body, (B) Customer's ability to determine the Related Entity's strategy and direction, or (C) Customer's ability to bind the Related Entity to this Agreement; (y) if Customer is a Subsidiary of any Parent Related Entity listed, that Customer has been duly authorized by the Parent to enter into this Agreement, to bind the Parent to this Agreement and to take all necessary actions to obtain Services under this

Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement; (z) if Customer is an Affiliate of any Affiliate Related Entity listed, that Customer is duly authorized by its governing documents, or by actions of the Affiliate Related Entity, to enter into this Agreement, to bind the Affiliate Related Entity to this Agreement, and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement.

### 23. Compliance with Laws.

Bank and Customer each agree to comply with provisions of all applicable federal, state, county or municipal laws, regulations or ordinances, and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for the party to perform hereunder. Furthermore, both parties agree to comply with applicable federal and state privacy laws and anti-money laundering laws. Customer agrees that it shall not use any Services, including Remote Deposit Capture Services, in any manner that is designed or has the effect of violating or evading any laws with regards to currency controls, money laundering or banking secrecy.

### 24. Limitations of Liability.

(a) **Generally.** To the extent permitted by law, and except for the remedies provided expressly herein for breach of the Agreement, the Customer agrees that Bank will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of any Service in accordance with the terms of the Agreement, **EVEN IF SUCH CLAIM ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE**, but excluding any claim arising from Bank's gross negligence or willful misconduct. Bank's duties and responsibilities to the Customer are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.** Any third party service provider used by Bank is an independent contractor and not Bank's agent. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK AND ITS AFFILIATES AND SUPPLIERS**

**MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY PROCESSING EQUIPMENT OR ANY PROCESSING SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.** To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Bank shall not be liable at any time to the Customer or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by a service provider or another bank or financial institution. In addition, Bank shall be excused from any failure or delay in executing a transaction hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, the Customer agrees that Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of the Customer or any other person, including, without limitation, any service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent. The Customer understands and agrees that the fees charged for the performance of the Service(s) have been established in contemplation of these limitations on liability.

(b) Statute of Limitations. The Customer agrees that any Claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of Bank's alleged act or omission.

(c) Notification in the Event of Claim. The Customer agrees to immediately notify Bank of any Claim by the Customer, or any Claim that is made to the Customer by a third party, where an act or omission by Bank in connection with any Service is alleged to have caused the Customer or such third party to sustain any damages.

(d) Other Limitations. The Customer agrees that any Deposit Account(s) it may have at Bank may be subject to additional liability limitations that are described in the Deposit Account Agreement for any such account(s).

(e) Reporting of Errors. The Customer acknowledges that it is not possible for Services provided by Bank hereunder to be free of operator, program or

equipment error, and that errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, the Customer agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to the Customer.

## **25. Indemnification.**

**TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION FINES, PENALTIES, REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM BANK'S PROVIDING SERVICES TO THE CUSTOMER HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.**

## **26. Specific Performance.**

The Customer agrees that money damages may not be sufficient remedy for any breach of the Agreement and that Bank shall be entitled to specific performance in addition to any other remedies, at law or in equity, as a remedy for any breach.

## **27. Termination.**

(a) By Bank With Cause. Bank may, in its sole discretion, terminate the Agreement in its entirety or with respect to one or more specified Service(s) effective immediately if: (i) the Customer fails to maintain adequate collected and available balances to cover all transactions, costs and expenses relating to one or more Service(s); (ii) there is an occurrence of a material change in the Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion; (iii) Bank at any time determines that the Customer or the Customer's third party vendor does not meet Bank's risk or other qualification requirements; (iv) Bank discovers any willful misconduct (including but not limited to writing or knowingly passing bad checks, or types of fraudulent activity) on the part of Customer or any other party with respect to electronic images submitted by Customer if Customer utilizes Bank's Remote Deposit Capture Services or originated electronic entries if the Customer utilizes Bank's ACH Services; (v) the

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Customer is in default of any terms of a Service Specific Provisions of this Agreement where such default gives Bank the right to terminate, immediately or otherwise, the Agreement or a specific Service; (vi) the Customer has selected a particular Service, but Customer has not used such Service for a period of time deemed to constitute an inactive Service by Bank (in Bank's sole discretion); or (vii) the Customer is in default of any terms of the Agreement or any other agreement with Bank. In any of these events, Bank's sole obligation shall be to provide notice of its termination of the Agreement to the Customer as soon as is commercially reasonable.

(b) By Either Party for Any Reason. Either party may terminate the Agreement, with or without cause, in its entirety or with respect to one or more specified Service(s) at any time, upon thirty (30) days written notice to the other of its intent to do so.

(c) Rights and Responsibilities Upon Termination. In the event of termination of the Agreement or any Service hereunder, the rights and responsibilities of the parties shall continue through any applicable settlement period including the Customer's responsibility to pay Bank for Service(s), and, to the extent Bank may require a Reserve Account (as defined in the ACH Service Specific Provisions below), to maintain a Reserve Account as otherwise stated in this Agreement, with respect to transactions processed prior to the effective date of termination. If this Agreement, or any Service, is terminated by Bank, Bank may accelerate all amounts due and to become due under this Agreement, and the Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If the Customer utilizes the Remote Deposit Capture Services, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Remote Deposit Capture Services Section, and Bank has the right to demand immediate return of the Processing Software, the Processing Equipment and all Documentation (as those terms are defined in the Remote Deposit Capture Services Section). In the event that the Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of the Customer to remove such items.

## **28. Governing Law; Venue; Jury Trial Waiver; Class Action Waiver.**

The Customer and Bank agree that any controversy or Claim between the Customer and Bank, or between the Customer and any of the officers, employees, agents, or affiliated companies of Bank, arising out of or relating to the Agreement, or any of the transactions contemplated under the Agreement, or any of the Services provided pursuant to the Agreement, or any of the discussions or negotiations leading up to the making of the Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original

or amended claim, counterclaim, cross claim, or otherwise, shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles), including the Uniform Commercial Code as adopted by the State of Texas (the "UCC"). Bank is located in Texas and that is where the Customer opens the Customer account(s). In addition, Bank is subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement, and Bank must comply with these laws, regulations and rules. The Customer agrees that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement. Venue for the resolution of any disputes under this Agreement shall be in the state or federal courts located in Taylor County, Texas. **AS PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK, FOR THEMSELVES AND EACH OF THEIR RELATED ENTITIES, SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE CUSTOMER OR BANK WHEN THE DISPUTE, CONTROVERSY OR CLAIM IS TO BE DECIDED BY A COURT. ANY SUCH DISPUTES, CONTROVERSIES, OR CLAIMS SHALL BE RESOLVED BY A JUDGE SITTING WITHOUT A JURY. IF PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK ALSO WAIVE THE RIGHT TO LITIGATE IN COURT OR AN ARBITRATION PROCEEDING ANY DISPUTE, CONTROVERSY, OR CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

## **29. Attorney's Fees.**

If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

## **30. Assignment.**

The Customer may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the Services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

## **31. No Third Party Beneficiaries.**

The Agreement is for the benefit of the Customer and Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise

benefiting any other person, except as expressly otherwise provided for in the Agreement.

**32. Other Agreements; Severability;  
Construction.**

If any provision of the Agreement or of any writing used in connection with the Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No waiver of the provisions herein shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver unless expressly so stated in writing. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in the Agreement should be construed so the singular includes the plural and the plural includes the singular. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

**II.**  
**SERVICE SPECIFIC PROVISIONS**

**1. ACH Services**

(a) The Service. Bank participates in the ACH Network, which is a batch processing, store-and-forward system. Transactions received by Bank during the day are stored and processed later in a batch mode.

(i) The ACH Network. The ACH Network consists of: (i) Originators who initiate the transaction (the "Entry"); (ii) Originating Depository Financial Institutions (the "ODFI") that receive payment instructions from Originators and forward them to the ACH Operator; (iii) the ACH Operator (normally the Federal Reserve Bank) which is a central clearing facility that receives and forwards transactions to Financial Institutions; (iv) Receiving Depository Financial Institutions (the "RDFI") that post the transactions to the accounts of their depositors; and (v) Receivers of transactions which are companies or persons who have authorized the Entry to their account.

(ii) Rules. The operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). A copy of the operating rules of NACHA ("ACH Rules Book") and any amendments thereof, must be obtained at <http://www.nacha.org>. Customer can acquire and review the ACH Rules Book on a yearly basis to remain current with ACH Origination rules and requirements. Customer hereby agrees to: (i) comply with all NACHA Rules (including, but not limited to, ACH rules) as now existing or subsequently amended; (ii) abide by the applicable laws of the State of Texas and of the United States, including but not limited to the Bank Secrecy Act, the U.S.A. PATRIOT Act, and sanctions enforced by the U.S. Treasury Department's "Office of Foreign Assets Control" ("OFAC"); and (iii) obtain all information regarding the list of sanctioned individuals periodically issued by OFAC, and refrain from engaging in prohibited transactions with such sanctioned individuals or entities (particularly if Customer is providing third-party ACH processing services to other entities). Customer hereby understands and agrees that Bank is only able to provide ACH Services to Customer via Bank's role as both an ODFI and RDFI, as applicable, under the NACHA Rules, that Bank must comply with all of the NACHA Rules in order to provide ACH Services, and that Bank's compliance with the NACHA Rules includes, but is not limited to, immediately ceasing any ACH Services provided to Customer if Bank must, in Bank's sole and absolute discretion, take such action against Customer to comply with NACHA Rules and to avoid or mitigate any fines or

penalties being assessed against Bank by NACHA for Customer's ACH activities.

(iii) Origination. Bank, as an ODFI, agrees to provide ACH origination services (the "ACH Services") to allow the Customer to be an Originator of ACH Entries pursuant to the terms of the Agreement and this ACH Services Section.

(b) ACH Services Approval and Underwriting Process.

(i) Bank Approval and Monitoring of Customer's ACH Operations Risk. Customer agrees and acknowledges Bank shall provide ACH Services to Customer subject to Bank's prior approval. To obtain approval from Bank, the Customer is required to undergo Bank's screening and risk analysis process regarding the Customer's proposed ACH operations. In addition, after any initial approval for ACH Services by Bank, Bank shall also, from time-to-time and in its sole discretion (including the occurrence of certain events described in subsection (iii) below), undertake additional ACH operations credit and risk analysis monitoring activities that are deemed necessary, in Bank's sole and absolute discretion, while Bank is providing ACH Services to an approved Customer. Customer agrees to cooperate with Bank regarding any ongoing risk analysis activities by Bank, including providing financial or other documents in a timely manner upon Bank's request, and taking any risk mitigation or other ACH Entry origination procedures as required by Bank.

(ii) ACH Operations Credit and Risk Criteria. Bank's ACH operations credit and risk analysis may be based on one or more factors deemed relevant by Bank in its sole discretion, including, but not limited to, the following factors: (i) the credit worthiness, financial condition and financial performance of the Customer, particularly the Customer's capital adequacy relative to the Customer's ACH activity volume; (ii) the nature, conduct and geographic location of the Customer's business, including whether the Customer engages in certain high-risk ACH activities or transaction environments, or whether certain "Standard Entry Class" ("SEC") codes that Bank either deems to be high-risk or does not allow are present in Customer's ACH transactions; (iii) the historic level and dollar amounts of Customer's ACH returns, including any return levels or dollar amounts in excess of generally acceptable ACH return parameters (as determined by Bank in its sole discretion), or a sudden increase in Customer's ACH return levels; and (iv) whether the Customer adheres to all authorization requirements set forth in detail in Section (e) below.

(iii) Material Change in Credit and Risk Analysis Criteria. In the event a Customer approved for ACH Services either fails to maintain the minimum risk analysis criteria as required by Bank, or if, in

the opinion of Bank, the Customer undergoes a material change in its operations that Bank believes increases the risk of the Customer's ACH operations, then Bank may, in its sole discretion, take any and all of the following actions: require the Customer to pre-fund their ACH activities (as defined in Section (c) below); require the Customer to establish a Reserve Account (as defined in Subsection (iv) below); or terminate ACH Services to the Customer, generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules. Events that constitute a material change in a Customer's business operations include, but are not limited to: (i) levels of ACH returns that exceed generally acceptable return levels (as determined by Bank); (ii) a significant or sudden increase in the Customer's ACH return levels as compared to the Customer's historic ACH return levels; (iii) significant changes in the nature of the Customer's business, including its product and services lines or transaction environments; or (iv) the occurrence of any other event that Bank believes represents a material change in the Customer's financial performance or financial condition. Upon learning of any such material change, Bank will inform Customer of the issue, and Bank may exercise its right to temporarily suspend the Customer's ACH Services in order to investigate the issue. After investigation, Bank may invoke its rights to require the Customer to Pre-fund ACH Services or to establish a Reserve Account, or Bank may, in its sole discretion, exercise its right to terminate ACH Services to the Customer generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.

(iv) Reserve Account. Upon written notification by Bank, a Customer shall immediately establish a separate account funded with an amount required to protect Bank against the risks associated with Customer's ACH operations (the "Reserve Account"). Such Reserve Account must be established by the date requested by Bank, and the required Reserve Account amount expressly includes any existing or anticipated Customer-related ACH returns, including all fees, costs, fines and penalties assessed against either Customer or Bank associated with such Customer-related ACH returns. The Reserve Account will not bear interest, and the Customer will not have any right or interest in the Reserve Account funds; provided that upon satisfaction of all of Customer's obligations under this Agreement, Bank will pay any funds remaining in the Reserve account no sooner than ninety (90) days after the effective date of termination of Customer's ACH Services pursuant to NACHA Rules and Federal Reserve Board's Regulation E. Effective upon the establishment of any Reserve Account, the

Customer irrevocably grants Bank a security interest in the Reserve Account and any and all funds in the Account, together with the proceeds thereof. Customer also agrees to execute and deliver to Bank such instruments and documents that Bank may reasonably request to perfect and confirm the security interest and Bank's right of setoff in the Reserve Account. Customer understands and acknowledges that Customer's failure to establish and fund a Reserve Account immediately upon Bank's request shall be grounds for immediate termination of Customer's ACH Services provided by Bank, with such termination in Bank's sole discretion.

(c) Prefunding of ACH Credit Entries. If a Customer prefers to prefund ACH Credit Entries or does not meet Bank's minimum credit and risk analysis requirements to become fully approved for ACH Services, Bank may choose to offer the Customer the option of obtaining ACH Services on a pre-funded basis ("Prefunding"). Bank can also exercise its rights under Section (b) to require a Customer approved for ACH services to begin Prefunding its ACH Services. If Bank exercises its rights to require Prefunding under Section (b) and Customer does not immediately comply with Bank's request, then such non-compliance shall be grounds for immediate termination of Customer's ACH Services provided by Bank, with such termination in Bank's sole discretion. If a Customer uses Prefunding for ACH Services, the Customer is required to provide immediate available and collected funds sufficient to pay all Entries initiated by the Customer (1) not later than 9:00 a.m. Central Time three (3) Business Days before each Settlement Date, and (2) prior to initiating any Entries for which prefunding is required. If the Customer's account has funds that are at least equal to the amount of the ACH credit Entry file, then the ACH credit Entry file will be processed as normal on the desired settlement date. However, if the Customer does not have the necessary funds available in their account, then the ACH system will reject the file.

(d) Delivery of Entries. The Customer shall deliver Entries to Bank through Bank's designated secure file upload system or secure FTP. Entries shall be deemed delivered to Bank when the applicable security procedures with respect to submission as set forth herein have been complied with and the submission to Bank is completed in accordance with the Agreement.

(i) Effective Date. The Customer shall specify the date on which it desires each batch of Entries to be Settled (the "Effective Entry Date"). The Effective Entry Dates specified for all Entries must be Business Days or the Entry will be processed on the first Business Day following the Effective Entry Date.

(ii) Cutoff Times. Except for Same-Day Entries, Entries shall be delivered to Bank no later than 3:00 p.m. Central Time one (1) Business Day prior to their Effective Entry Date (the "Cutoff Time"). Bank strongly encourages the Customer to

complete ACH credit Entries at least two (2) Business Days prior to their Effective Entry Date to guarantee funds availability to the Receiver. The Cutoff Time for Same-Day Entries shall be 10:30 a.m. Central Time. If Entries are delivered to Bank after the Cutoff Time on a Business Day, Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to Bank shall be prepared and submitted in compliance with the formatting and other requirements as set forth in the NACHA Rules and in accordance with the provisions of the Agreement.

(iii) Sensitive Information. The Customer shall not send banking information over an unsecured Internet connection. Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to Bank's security standards, as posted on Bank's website. Banking information is sensitive personal or private information that includes, but is not limited to: banking routing number, account number, Social Security number, and ACH Entries. **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUESTS SENT VIA E-MAIL OR OTHER ELECTRONIC COMMUNICATION TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL OR OTHER ELECTRONIC COMMUNICATION. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL OR OTHER ELECTRONIC COMMUNICATION PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.**

(e) Authorization of Entries. The Customer shall:

(i) Authorization. Obtain authorization from the "Receiver" of any Entry (e.g. the Customer's employee or customer or other person whose account is to be debited/credited for the Entry) through either a written authorization agreement, as required by the NACHA Rules or by any other method of authorization allowed under and in accordance with the NACHA Rules, before initiating

any Entry to the Receiver's account; such authorization agreement must authorize the Customer to initiate Entries to the Receiver's account and to initiate, if necessary, entries and adjustments for any Entries made in error to the Receiver's account. The Customer shall comply with all provisions of the federal Electronic Funds Transfer Act ("EFTA"), including the requirements of Regulation E promulgated by the U.S. Federal Reserve Board in accordance with EFTA, if applicable, and the provisions of the Texas UCC Section 4A, if applicable. Furthermore, the Customer shall perform its obligations in accordance with all other applicable laws and regulations, including but not limited to the foregoing with respect to obtaining and documenting authorization from the Receiver of any Entry. Customer understands, acknowledges and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the ACH Entry. It is the sole responsibility of the Customer to verify that the individual signing the ACH authorization is in fact entitled to use the specified account. The Customer may obtain and store the authorization by electronic methods as long as: (i) the electronic record accurately reflects the information in the document; (ii) the electronic authorization is similarly authenticated (e.g. through the use of a digital signature, PIN, password, shared secret, etc.); and (iii) the electronic record is capable of being accurately reproduced for future reference, whether by transmission, printing or other reproduction;

(ii) Retention of Authorization. Retain each such authorization agreement for so long as the same remains in effect and for a period of two (2) years after the termination or revocation of such authorization agreement;

(iii) Notice. Notwithstanding anything to the contrary contained in the NACHA Rules, provide positive notice to each Receiver that a pre-authorized Entry has been initiated or a correcting Entry has been made;

(iv) Proof of Authorization. Upon request from Bank or any RDFI, provide Bank or such RDFI with a copy of such Receiver Entry written authorization agreement, or documentation of such authorization, in accordance with the NACHA Rules;

(v) Telephone-Initiated Debit Entries. With respect to any debit Entry to a consumer account pursuant to an authorization obtained from the Receiver via telephone ("Telephone-Initiated Debit Entry" or "TEL"), the Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) the

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Customer has commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers are valid; (ii) for purposes of the Customer's compliance with provisions relating to the authorization of entries by the Receiver and with respect to TEL Entries, the authorization agreement shall be either: for single TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by either a tape recording of such oral authorization or a written notice to the Receiver confirming the oral authorization and meeting the requirements of the NACHA Rules; for recurring TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by a tape recording of such oral authorization and a written copy of the authorization to the extent required by Regulation E, including the requirement to send a copy of the authorization to the Receiver, and meeting the requirements of the NACHA Rules. The original or a duplicate tape recording of the oral authorization, or, as applicable, the original, microfilm, or microfilm-equivalent copy of the written notice, shall be retained for so long as the authorization agreement remains in effect and for a period of two (2) years after the termination or revocation of the authorization agreement;

(vi) Internet-Initiated (WEB) Entries. With respect to any Entry to a consumer account pursuant to an authorization obtained from the Receiver via the Internet ("Internet-Initiated Entry" or "WEB"), Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has employed a commercially reasonable fraudulent detection system to screen such Entry; (ii) Customer has used commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers provided by the Receiver are valid; (iii) Customer has established a secure Internet session with each Receiver utilizing a commercially reasonable security technology, at a minimum equivalent to Bank's security standards, as posted on Bank's website, prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's routing number, account number, and PIN or other identification symbol; and (iv) Customer will conduct or have conducted annual audits in accordance with NACHA Rules to ensure the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution of financial information, and Customer will provide to

Bank a copy of the written report of each such audit promptly upon its receipt. If the Customer will be engaging in mobile initiated Entries (e.g. origination of consumer Entries via a mobile device), the Customer must use the WEB SEC code and must otherwise comply with the NACHA Rules regarding mobile WEB Entries;

(vii) Back Office Conversion Entries ("BOC Entries"). With respect to any ACH debit Entry to an account of a purchaser (e.g. a customer of the Customer) that is the result of Customer's Back Office Conversion process whereby Customer converts source documents (typically paper checks) to ACH debit Entries, Customer acknowledges and agrees that all such BOC Entries must be made in accordance with applicable law and the NACHA Rules for BOC Entries. Customer hereby represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer complies with applicable provisions of the EFTA, Regulation E and the NACHA Rules, including the requirements regarding (A) posting conspicuous notice to purchasers indicating that any source document presented at Customer's register may be used to create "electronic checks" to be sent for collection to the purchaser's account and listing Customer's telephone number for questions regarding the transaction, (B) the requirement that the purchaser be provided with a copy of such notice at the time of the transaction, and (C) maintaining a working telephone number that is answered during the Customer's normal business hours for receiving inquiries regarding BOC Entries; (ii) the amount of the Entry, the routing number, the account number, and the check serial number reflected in the BOC Entry are in accordance with the source document; (iii) Customer has employed commercially reasonable procedures to verify the identity of the Receiver; (iv) Customer will maintain a reproducible, legible image, microfilm or copy of the front of the source document for two (2) years from the settlement date; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) the source document used for the BOC Entry will not be presented or returned such that any purchaser will be required to make payment based on the source document; and (vii) Customer has employed commercially reasonable methods to securely store (A) all source documents until destruction and (B) all electronic or other banking information relating to BOC Entries;

(viii) Point of Purchase Entries ("POP Entries"). With respect to any debit Entry to a consumer account authorized pursuant to the NACHA Rules at a point-of-purchase, Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has provided the Receiver a receipt containing the

information required in the NACHA Rules, including without limitation the city and state in which the electronic terminal for the point-of-purchase transaction was located and, when there are multiple locations, another identifier; (ii) the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry has been returned voided to the Receiver after use by Customer and has not been provided by the Receiver for use in any prior POP Entry; and (iii) Customer will retain the original or a copy of the Receiver's authorization for two (2) years from the settlement date of the POP Entry; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) Customer has employed commercially reasonable methods to securely store all electronic or other banking information relating to POP Entries; and

(ix) International ACH Transactions ("IAT Entries"). Customer agrees that an IAT Entry initiated or transmitted by Customer to Bank that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Customer's request, Bank will assist the Customer with the form, format, and content of any such IAT Entry prior to processing the IAT Entry into the ACH network. Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the IAT Entry in any country outside the United States. Customer bears the risk of any loss caused by the delay, tax, cost, tariff, fee, or other charge incurred on account of the IAT Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the IAT Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instructions received by Bank from the financial institution or financial agency located in the first country outside the United States with which the entry is directed. Customer agrees and acknowledges that Bank shall not be liable to the Customer for any loss or charge incurred by the Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

(x) Same-Day Entries. Customer may request to enroll in Same-Day Entries by contacting Customer's Treasury Management Sales Officer. If Customer requests to enroll in Same-Day Entries and Bank approves Customer's request, in Bank's sole discretion, Customer may designate certain Entries to be originated as Same-Day Entries. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in the

NACHA Rules and this Agreement. Customer understands that any Entries above \$25,000 and IAT Entries are not eligible for Same-Day ACH processing and Customer further agrees it will not structure Entries to avoid these eligibility restrictions.

(f) Security Procedures. The Customer and Bank shall comply with the following security procedures with regard to the delivery of Entries and requests for cancellation or amendment of Entries by the Customer to Bank:

(i) Customer Responsibilities. The Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized ACH Entries. The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards. The Customer shall establish and maintain security policies, procedures, and systems related to initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality of Protected Information; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" means non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and related addenda records.

(ii) Delivery of Entries by Online Banking Services. The following procedures shall be followed in delivering Entries to Bank by Bank's Online Banking Services: (i) on the date that the Entry is transmitted, the Customer (or an agent of the Customer) will have initially logged into Bank's Online Banking Services using their log-in credentials, and security token, which will be accepted by Bank as evidence of authorization and authentication for processing; and (ii) the Entry data will be deemed delivered to Bank when all steps as described in this section have been complied with and the transmission is completed;

(iii) Requests for Cancellations or Amendments. The Customer shall have no right to cancel or amend an Entry after its receipt by Bank. However, any Authorized Party or User of the Customer may request a cancellation or amendment of an Entry on behalf of the Customer in the manner set forth below: (i) the Customer shall transmit to Bank's Operations Center a facsimile copy of a written request for cancellation or amendment of an Entry, signed by an Authorized Party or User of the Customer; and (ii) the request or authorization will not be considered received by Bank until all steps as described in this section have been completed. Bank shall use reasonable efforts to act on the request by the Customer for cancellation of an Entry prior to

transmitting to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected.

(g) Compliance with Security Procedures. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by the Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If an Entry (or request) received by Bank was transmitted or authorized by the Customer, the Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Bank does not verify the accuracy of the file attributes, including, but not limited to, Effective Date(s), account information or bank information. Customer must comply with the separate security procedures for Online Banking as set forth in this Agreement with regard to origination of ACH Entries.

(h) Exposure Limit. The total dollar amount of all Entries delivered to Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH network, shall not exceed the customer's "Exposure Limit". The Exposure Limit is determined by Bank in its sole and absolute discretion as part of the ACH Services approval and underwriting process described in Section (b) above. Bank shall have the right to reduce the Customer's Exposure Limit at any time immediately upon delivery of notice to the Customer.

(i) File and Daily Limits for Online Banking Customers. For Customers sending ACH Entries through Bank's Online Banking Service, Customer's Authorized Administrator can establish file and daily limits within the ACH module of the Online Banking Service. When the Customer's Authorized Administrator changes such file and daily limits, the changes are effective immediately, provided such changes are equal to or less than the Exposure Limit. ACH files sent to Bank are screened against these limits

(j) Processing, Transmittal and Settlement by Bank.

(i) Processing. Except as otherwise provided in these ACH Services provisions, Bank shall (i) process Entries received from the Customer conforming to the requirements of the NACHA Rules; (ii) transmit such Entries as ODFI to the ACH Operator; and (iii) settle such Entries as provided in the NACHA Rules.

(ii) Transmitting Credit Entries. Except for Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator one (1) to two (2) Business Days prior to the Effective

Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available. For Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator on the same day as the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available.

(iii) Transmitting Debit Entries. Bank will transmit debit Entries designated for one-day settlement to the ACH Operator for one-day settlement by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries.

(iv) Cut Offs. If Entries are delivered late (i.e., after the applicable Cutoff Time), or if the Effective Entry Date specified for the Entries is not a Business Day, then Bank may reject such Entries or Bank may, in its sole discretion, use its reasonable efforts to transmit such Entries to the ACH Operator by the next reasonably available deposit deadline of the ACH Operator following the applicable deadline specified in Section (b) of these ACH Services provisions. In no event will Bank be liable for any loss resulting from any failure of a Receiver's account to be debited/credited for an Entry on its Effective Entry Date.

(v) On-Us Entries. All Entries received for debit/credit to an account maintained with Bank ("On-Us Entries") will be treated in accordance with this section and as otherwise provided for in the Agreement.

(k) Rejection of Entries. Bank may reject any Entry (or group of Entries) which does not comply with, and/or is not delivered in accordance with, the requirements of this Agreement, or which contains an Effective Entry Date more than thirty (30) Business Days after the Business Day such Entry(s) is received by Bank. Bank shall also have the right to reject any Entry (including On-Us Entries) for any reason for which an Entry may be returned under the NACHA Rules. Bank shall have the right to reject any Entry if the Customer has failed to comply with any of its account balance obligations under these ACH Services provisions. Bank will notify the Customer of any such rejection by any method of notification authorized under the Agreement, no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, as provided in Section (h) of these ACH Services provisions. Bank shall have no liability to the Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(l) Cancellation, Amendment or Correction of Entries. The Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request for

cancellation or amendment of an Entry received from the Customer prior to Bank's transmission of the Entry to the ACH Operator or, in the case of an On-Us Entry, prior to Bank's debit/credit of the Entry to a Receiver's account, but Bank shall have no liability if such cancellation or amendment is not effected. If the Customer discovers that an Entry initiated by or on its behalf was in error, the Customer may notify Bank of such error, however, such notification must be provided to Bank within twenty-four (24) hours after discovery of the error and must be provided by such means of notification as is authorized under the Agreement. The Customer shall send or deliver to the Receiver written notice of such correction and the reason therefore prior to requesting the correction. The Customer shall indemnify Bank from and against any Claims, demands, loss, liability or expense, including attorney's fees and costs, resulting directly or indirectly from compliance by Bank with any request for cancellation, amendment or correction of an Entry, whether or not the cancellation, amendment or correction is affected. All requests for cancellation, amendment or correction of Entries must be made by the Customer in compliance with the Security Procedures for such requests as set forth herein.

(m) Returned Entries.

(i) Notification to Customer. Bank will notify the Customer or the Customer's Authorized Party of Bank's receipt of a returned Entry (or group of Entries) from the ACH Operator in accordance with the notice procedures authorized under the Agreement no later than one (1) Business Day after the Business Day of such receipt, and will debit/credit the Customer's Account (as identified by number in the applicable ACH schedule) for the returned Entry(s).

(ii) Resubmission. The Customer shall assume the sole responsibility for remaking and resubmitting said Entry(s) in accordance with the requirements of the Agreement or otherwise handling the payments due the Receiver(s), unless the return was due to an error in the processing of such Entry(s) by Bank and sufficient data is available to Bank to permit it to remake and resubmit such Entry(s), in which event Bank will remake and resubmit such Entry(s). Bank assumes no other responsibility with respect to such returned Entries except for an Entry retransmitted by the Customer in accordance with the requirements of the Agreement and the NACHA Rules, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the requirements of the Agreement with respect to the original Entry.

(iii) Limit on Resubmission. Except for Re-Presentation Check ("RCK") Entries, an ACH entry returned for insufficient or uncollected funds may be reinitiated no more than two (2) times following the return of the original Entry. For RCK Entries, an entry returned for insufficient or uncollected

funds may be reinitiated as long as the item has been presented no more than one time in its physical form and no more than one time as an RCK entry.

(iv) TEL Returns. Where Bank or NACHA believes the return rate for the Customer's TEL entries that are returned as unauthorized exceeds the normal and acceptable return rate for Customer, Bank shall notify the Customer of such excessive unauthorized return rate and the Customer, upon request from Bank, will provide the following information: (i) the Customer's, address, telephone number, contact person, principal owner(s) and taxpayer identification number; (ii) the name, address, telephone number, contact person, principal owner(s) and taxpayer identification number of any Third-Party Service Provider acting on behalf of the Customer with respect to origination of TEL entries, (iii) a general description of the nature of the business of the Customer; and (iv) an explanation of the reason(s) for the excessive return rate. The Customer will provide this information to Bank within five (5) business days after receipt of the request from Bank.

(v) Returned ACH Entry Warning Notices. As part of Bank's ACH Services underwriting process as generally set forth in Section (b) above, Bank routinely monitors and submits reports to NACHA regarding Customers' historic ACH Entry return levels and dollar amounts. Under the NACHA Rules, if an individual Customer's ACH Entry return levels exceed certain parameters, then Bank, as the ODFI, is instructed to take certain actions to mitigate a Customer's unacceptable levels or dollar amounts of ACH Entry returns. If Bank does not comply with such requirements in its role as an ODFI, Bank is subject to censure, fines and penalties imposed by NACHA. Customer understands and agrees that in order to protect itself from risks, and to inform its Customers of problems with returned ACH Entries, Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by Bank in its sole discretion, and Customer agrees to take all steps requested by Bank immediately to decrease the levels and/or dollar amounts of Customer's ACH returns. If Customer fails to comply with the required actions as outlined by Bank then such failure to comply shall be deemed to be a material violation of this Agreement, and Bank may, in its sole and absolute discretion, immediately terminate ACH Services to Customer.

(n) Debits/Credits to the Customer's Account.

(i) Credit Entries. The Customer authorizes Bank to debit the Customer's account for ACH credit Entries processed for the Customer either on Settlement Date or on the date the ACH credit

Entry file is transmitted to Bank if the entry is prefunded.

(ii) Debit Entries. Bank shall credit the Customer's Account for the amounts of debit Entries processed for the Customer hereunder on the settlement date for such Entries; it being expressly understood, however, that each credit to the Customer's Account on account of a debit Entry is provisional until Bank receives final settlement for such Entry, and Bank may charge-back to the Customer's Account the amount of any debit Entry credited to the Customer's Account for which Bank does not, for any reason, receive final settlement.

(iii) Amendments to Entries. The Customer authorizes Bank to credit the Customer's Account for any amount received by Bank by reason of the return or cancellation of any credit Entry transmitted by Bank for which Bank has previously received payment (such credit to the Customer's Account to be made on the date Bank receives such amount), and to debit the Customer's Account for the amount of any returned debit Entry (such debit to the Customer's Account to be made upon receipt by Bank of the returned Entry), and to debit or credit (as applicable) the Customer's Account for any amendments made to Entries or for corrected Entries resubmitted.

Customer agrees that upon termination of ACH Services by either Bank or Customer, Bank may require Customer to maintain an open Account with sufficient funds to accommodate any ACH Entries returned, or any other costs, associated with any ACH transactions occurring prior to the termination of ACH origination activities. This Account shall remain available for a minimum period of sixty (60) days, or longer if Bank believes, in its sole discretion, that such time extension is necessary to accommodate additional ACH Entry returns or associated costs.

(o) Reversals. Customer may request a reversal by completing a Reversal Request Form. The Customer may initiate a reversing Entry for erroneous or duplicate transactions as permitted by the NACHA Rules. The Customer warrants that it has initiated the Entry within five (5) Business Days of the original Entry and within 24 hours of the discovery of the error. The Customer also warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. The Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.

(p) Customer Representations; Indemnity. The Customer represents to Bank and agrees that:

(i) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by Bank from the Customer has, by an authorization agreement in accordance with the NACHA Rules, authorized the initiation of such Entry and the crediting of the Receiver's account in

the amount and on the Effective Entry Date shown on such Entry, and has authorized the initiation, if necessary, of debit Entries and adjustments for any credit Entries made in error to the Receiver's account;

(ii) Receiver Authorizations for Debit Entries. Each debit Entry received by Bank from the Customer is for a sum due and owing to the Customer by the Receiver of such debit Entry, or is for a sum specified by such Receiver to be paid to the Customer, or is a correction of a previously submitted erroneous credit Entry, and such Receiver has duly authorized such Entry by an authorization agreement in accordance with the NACHA Rules. Without limiting the foregoing, re-initiation of any debit Entry previously returned for stop payment has been authorized by the Receiver;

(iii) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by Bank as provided herein; and at the time each Entry is processed by Bank, the Customer has no knowledge of revocation by such Receiver of such authorization, and the Customer has no knowledge of any revocation by such RDFI of its agreement to accept such Entry, or any knowledge that such Receiver's authorization for such Entry has been terminated, in whole or in part, by operation of law or otherwise;

(iv) Types of Entries. Entries transmitted to Bank by the Customer are limited to those types of Entries identified to Bank by the Customer;

(v) ACH NACHA Rules. The Customer shall be bound by and comply with the then-current version NACHA Rules including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and the Customer specifically acknowledges that it has received notice of this NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry; and

(vi) Legal Obligations. The Customer shall perform its activities under the Agreement in accordance with all applicable laws and regulations, including without limitation the regulations of OFAC of the U.S. Department of the Treasury. **IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN THE EVENT THAT CUSTOMER, OR A THIRD-PARTY AGENT ACTING ON BEHALF OF AND WITH AUTHORITY FROM THE CUSTOMER, IS THE ORIGINATOR OF ACH ENTRIES AND FAILS TO PERFORM ITS OBLIGATIONS AS AN**

**ORIGINATOR UNDER THE NACHA RULES, CUSTOMER HEREBY INDEMNIFIES BANK FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, FINES, PENALTIES AND ANY OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM THE FAILURE OF CUSTOMER OR ITS THIRD-PARTY AGENT TO PERFORM ITS OBLIGATIONS UNDER THE NACHA RULES.**

(q) Express Limitations on Bank's Liability. Customer understands and expressly assumes all risks related to Bank immediately suspending or terminating Customer's ACH Services under this Agreement, including, but not limited to, Bank immediately suspending or terminating Customer's ACH Services due to Customer's non-compliance with Bank's requirements as set forth in any "Excessive ACH Returns Warning Notice." **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S ACH SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

(r) Notifications of Change. Bank will notify the Customer of all Notifications of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank relating to Entries transmitted by the Customer by sending a copy of such notification of change to the Customer no later than two (2) Business Days after Bank's receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another entry to the Receiver's account, whichever is later. If the NOC is incorrect, the Customer will generate a Refused NOC and deliver it to Bank within 15 calendar days.

(s) Pre-notification. Notwithstanding anything to the contrary in the NACHA Rules, the Customer may provide to Bank, three (3) Business Days prior to initiation of any new Entry, a pre-notification record which shall include Receiver's name, identification number, account number, RDFI's routing transit number, and zero-dollar amount. If the Customer's pre-notification record is rejected by an RDFI and the Customer is so notified, the Customer must correct the reason for rejection, resubmit another pre-notification record, and wait the prescribed three (3) Business Days before submitting any further Entries for the Receiver(s) in question.

(t) Data Retention. The Customer shall retain data on file adequate to permit the remaking of Entries for one (1) year following the date of the ACH Entry transmittal by Bank as provided herein, and shall provide such data to Bank upon Bank's request.

## 2. Online Banking

(a) The Service. Bank agrees to provide various services and transaction functions to the Customer on selected Customer Deposit Account(s) through Bank's Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). These Services are provided in accordance with the Online Services Agreement. Eligible accounts include:

Checking (Demand Deposit) Accounts Savings Accounts  
Money Market Accounts Certificates of Deposit  
Loans

Available functions through Online Services include, but are not limited to, the following:

View account balances, account details, and specific transaction information

View and download transaction history and account statements

Place a stop payment on a check

Make payments to billers within the United States (Conditions apply)

Send and receive secure communications

Request a change of address

Deposit certain checks using a mobile device (Conditions apply)

Enable or disable debit card transactions and temporarily modify transaction limits

Move money between your eligible and enrolled accounts at Bank

Move funds to registered external accounts

Send domestic and international wire transfers (Conditions apply)

Register to receive automated activity and security alerts via voice, text, or email

Some services may not be available for certain accounts or customers.

(b) Transaction Processing Schedule. An Online Services transaction initiated on a Business Day is posted to the Customer's account the same Business Day. External funds transfers completed after 2:00 p.m. Central Time, mobile check deposits completed after 7:00 p.m. Central Time, and all transfers and stop payments completed on a non-Business Day, will be processed the following Business Day. Account balances and transaction histories reflect activity through the close of the previous Business Day. Transactions that have not been processed may display

as pending and may reflect in account balance calculations.

(c) Equipment, Software, and Internet Services. The Online Services can be accessed through Bank's web page at [ffin.com](http://ffin.com). To access the Services online, the Customer must own or have access to equipment and software (including web browser software) that allows the Customer to access the Internet. The Customer is responsible for maintaining equipment the Customer will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. The Customer is responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider. Browser support is subject to change with little to no notice. Bank encourages the Customer to configure its browser for automatic browser updates. The web browser used by the Customer must meet Bank's security standards, as posted on Bank's website. If the Customer tries to log on with an unsupported browser, the Customer will be redirected to download a new version of an acceptable browser. The Customer understands that if a web browser is used that does not support Bank's security standards, the security of the Customer's transactions related to any Service may be compromised and thus not in compliance with the Security Procedures required by Bank.

(d) E-mail Communications. E-mail sent via the Customer's own software may not be secure. The Customer should not include confidential information, such as account numbers and balances, in normal Internet e-mail to Bank. The Customer agrees to contact Bank electronically only by using the secure messaging capability in Bank's Online Banking system. The Customer cannot use e-mail to initiate account transactions. Bank will not be liable for any errors, omissions, claims, or problems of any kind involving the Customer's e-mail.

(e) Location Based Information. If the Customer uses any location-based feature of any of the Online Services, the Customer agrees that its geographic location and other personal information (such as its device ID) may be accessed and disclosed through the application or service. The Customer may turn off location-based features at any time within its mobile device settings. If the Customer wishes to revoke access to such information, the Customer must cease using location-based features of the application or service.

(f) Alerts and Mobile Text Messages. Online Services includes alerts and mobile text messaging capabilities. The Customer agrees that Bank may send messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or

other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The alerts and text messages are provided for the Customer's convenience and do not replace the Customer's monthly account statement(s), which are the official record of the Customer's accounts. The Customer understands and agrees that these Services may not be encrypted and may include personal or confidential information about the Customer such as the Customer's account activity or the status of the Customer's account. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain alerts for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(g) Accessing Accounts. The Customer may access any eligible account for which it is an owner. If the Customer desires Services that allow it to initiate payments or transfers from the account, the Customer will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Services, the Customer agrees to maintain one or more accounts with Bank and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Customer's use of Online Services. The Customer understands and agrees that any one User can initiate transactions (including funds transfers or bill pay transactions) from any of the Customer's accounts using Online Services regardless of whether the User is an Authorized Signer on those accounts and regardless of whether any of those accounts normally require two

or more signatures or have other restrictions. The Customer agrees that Bank may consider all such transfers as having been authorized by the Customer.

Authorized Administrators are granted system administrative powers to establish User rights for accounts, authorize and alter rights of any Users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove Supervisory rights to or from other Users. The Customer acknowledges that Bank has advised the Customer and its assignees of the liabilities created by appointing Authorized Administrators; and agrees that Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Authorized Administrator(s) and the actions, now and in the future, of the Authorized Administrator(s).

The Customer further represents that each individual who has been granted access to Online Services has general authority from the Customer to give instructions to Bank with respect to the Customer's enrolled account upon entry of the Customer's authentication techniques such as User ID, password, PIN, Mobile Authorization Code, and/or authentication token ("Security Device") (including general authority over the movement of the Customer's funds and over accounts with Bank) and that Bank has full authorization from the Customer to rely and act upon instructions from the individual identified by such Security Device. The Customer accepts responsibility for unauthorized access to Online Services with its Security Device by its employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of your business) as evidenced in an account agreement, corporate resolution, power of attorney or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

(h) System Unavailability. Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. Bank shall have no liability for interruptions or delays in services due to systems unavailability. When unavailable, the Customer may use Bank's telephone banking system, an ATM, customer contact center or a branch office to conduct its transactions.

(i) Changes to Online Services. Bank may periodically introduce new capabilities to Online Services, or modify or delete existing capabilities. Bank will notify the Customer of these changes if Bank is legally required to do so. By using these Services when they become available, the Customer agrees to the terms contained

in this Agreement, any attachments, and subsequent amendments.

(j) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to Online Services:

(i) Security Controls. Bank has implemented various Online Services security controls including, but not limited to: (i) restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication Security Devices. Additional password complexity, password expiration requirements, or other Security Devices may be required based on the Customer's transaction authority; (iii) automatically terminating sessions after a period of inactivity. Third-party services accessed through Online Banking are subject to those vendor's restrictions; (iv) requiring a secure access code (for identification purposes) if the computer the Customer is using is not familiar to Bank; (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services; (vi) detecting potentially fraudulent transactions using risk and fraud analytics system; (vii) limiting account access, transactions, and providing the ability for dual-authorization for certain transactions across multiple channels; and (viii) for certain products, requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

(ii) Online Banking Security Devices. The Customer's Security Devices will give the Customer access to its accounts and ability to perform certain transactions through Online Services. Bank is entitled to act on any instructions it receives using the Customer's Security Devices. The Customer must memorize its password and must not write down its password down or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services systems. The Customer is responsible for the confidentiality and use of its Security Devices in accessing and using Online Services. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use Online Services. Bank will therefore consider any access to Online Services through use of any valid Security Devices to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Online Services transactions performed using its User ID and password, even if it did not intend or authorize

them. If the Customer believes that its password may have been lost or stolen, the Customer must notify Bank at once.

(iii) Computer Security and Maintenance. The Customer understands that installation, maintenance, and operation of the Customer's Computer is the Customer's sole responsibility. Bank is not responsible for any errors or failures of the Customer's Computer, including but not limited to, any virus or Internet related problems that may be associated with the Customer's access and use of the Services online. The Customer confirms that it has investigated Bank's Security Procedures and that it has instituted the proper controls for access to Online Banking through its computers, mobile devices, and terminals. The Customer confirms that the security system and controls are commercially reasonable for its business. The Customer agrees that it is responsible for the performance and protection of any browser or operating system used in connection with Online Banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. Bank encourages the Customer to scan its computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy the Customer's programs, files, and hardware.

Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and the Customer agrees to abide by such restrictions or requirements or discontinue the Service or Services hereunder. Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. Bank strongly cautions against installing any software that modifies a mobile operating system, and Bank may deny service for any mobile device that has installed any unauthorized software. Bank is not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of the Customer's equipment. Bank is not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of the Customer's software, hardware, or internet connection.

(k) Termination and Changes in Terms. Bank reserves the right to terminate the Customer's access to Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, Bank will notify the Customer using one or more of the

following: (i) e-mail; (ii) physical mail at the address shown in Bank records; (iii) Online Banking secure message; and/or (iv) website content.

Bank reserves the rights to terminate and purge Online Services customers who have not accessed or utilized the service for an extended period of time. Should the Customer's access be terminated due to inactivity, the Customer will be permitted to re-enroll.

(l) Beta Features. From time to time, Bank may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to the Customer at the time the Customer chooses to use the Beta Features. Bank understands that the Customer's use of any Beta Feature is voluntary. The Customer understands that once the Customer uses a Beta Feature, it may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, the Customer may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. The Customer acknowledges and agrees that all use of any Beta Features is at its sole risk.

(m) Provider Services. In connection with the Customer's use of and as part of the functionality of the Services, the Customer may have access to certain online services or information that may be made available by its provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from its provider(s). The Services are designed to allow the Customer to access Provider Services (if and to the extent provided by the Customer's provider(s)) to set up banking and other information, allow the Services to access the Customer's account(s), download transactions into the Services and otherwise aggregate information from the Customer's account(s) with its provider(s).

The Customer acknowledges and agrees that Bank has no control over the provision of Provider Services or provision of access to the Provider Services by the Customer's provider(s), does not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in the Customer's inability to use the Services to access its accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

(n) Limitation of Damages and Liability. Except as specifically provided for in this Agreement or where the law requires a different standard, the Customer agrees that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special,

punitive, incidental or consequential, (collectively, "losses") caused by the Customer's use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of its personal computer hardware or software, including any software provided by Bank or one of its suppliers.

In addition, Bank disclaims any responsibility for any electronic virus(s) the Customer may encounter after installation of such software or use of Online Banking or the online services. Without limiting the foregoing, neither Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by the Customer in its jurisdiction. If the Customer chooses to use Online Services, it does so at its own initiative and is solely responsible for compliance with applicable local laws and regulations. Neither Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services, or contained in any third party sites linked to or from Bank's website.

(o) Restrictions. The Customer may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. The Customer may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to the Customer by Bank or its suppliers. The Customer must not include any obscene, libelous, scandalous, or defamatory content in any communications with Bank or its suppliers.

(p) Links to other Sites. Information that Bank publishes online may contain links to other sites and third parties may establish links to Bank's site. Bank makes no representations about any other website that the Customer may access to, from, or through Bank's website. Unless expressly stated in writing, Bank does not endorse the products or services offered by any company or person linked to Bank's website nor is Bank responsible for any software or the content of any information published on the website of any third party. The Customer should take precautions when downloading files from sites to protect its computer software and data from viruses and other destructive programs.

### 3. Positive Pay

(a) The Service. Bank agrees to provide various "Positive Pay Services" to the Customer for the purposes of increasing the chance of identifying fraudulent or unauthorized checks and/or electronic

transfers drawn on selected Customer Deposit Account(s), as Identified to Bank.

(i) Positive Pay. Customer sends a file of issued checks to Bank ("Check Issued File").

(ii) ACH Block/Filter. Bank receives incoming ACH entries and the Customer makes the decision to honor the item or not ("Decision").

#### (b) Procedures for Positive Pay.

(i) Check Issued File. For applicable Deposit Accounts identified whereby the Customer has requested Bank verify checks against a Check Issued File, the Customer agrees to deliver or transmit the serial number, amount, date issued and status of each check by Deposit Account number (such data cumulatively, the "Check Issued File") to Bank electronically using Online Banking or the Positive Pay System. Customer shall submit the Check Issued File to Bank no later than 7:00 p.m. Central Time on normal Business Days. With the exception of checks presented for immediate payment in person ("Teller Checks"), Check Issued File data received by 7:00 p.m. Central Time each Business Day will be used to verify any check or Electronic Check Presentment ("ECP") items posting to the applicable Deposit Account that Business Day. Any Check Issued File data received by Bank during banking hours of a Business Day will be made available to Bank's tellers within thirty (30) minutes of Bank's receipt. Teller Checks will be cashed only if verified against the most recent Check Issued File made available to Bank tellers and, if cashed, will be posted to the applicable Deposit Account on the Business Day they are received. **If the online Check Issued File is unavailable Bank's tellers will follow normal check cashing procedures.** For items presented through ECP, the serial number on the Customer's Check Issued File must match the serial number on the MICR line of the Customer's checks as shown on the ECP item. The Customer acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.

(ii) Payment or Dishonor of Over the Counter Items. Bank shall compare each Over the Counter Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. On each Business Day, Bank will pay and charge each Over the Counter Item to the Authorized Account after validation. In the event the serial number or amount do not match a check in any Issued Item File, Bank will verify the Exception Item received when negotiating the Over the Counter Item and return the check to the presenter of the item and that person will be referred back to the maker of the check for assistance.

(iii) Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by serial number, amount, and

payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. A Presented Item that does not match a check included in a Check Issued File or an ACH transaction that is blocked or filtered is an "Exception Item." On each Business Day, Bank:

(1) shall pay and charge to the Authorized Account each Presented Item that matches by serial number, amount, and payee name (if participating in Payee Name Match) a check shown in any Check Issued File; and

(2) shall notify Customer via e-mail whether Bank has received any Exception Items, which Customer can log in to Online Banking or the Positive Pay system to view.

(iv) Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the default option selected by Customer for each Authorized Account in Schedule A.

(v) Return Default. Where Customer has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Item drawn on that Account, unless Customer instructs Bank to pay such check in a timely Pay Request. The Pay Request shall identify each Exception Item that Customer desires to be paid by the check number and amount specified in the Exception Item List and shall instruct Bank to pay such Exception Item. The Pay Request shall be sent to Bank by Customer no later than 2:00 p.m. on a Business Day via Online Banking or the Positive Pay System, or at such other time otherwise designated by Bank. Bank shall pay and charge to the Authorized Account any Exception Item that Customer directs Bank to pay as provided above.

(vi) Pay Default. Where Customer has selected the pay default option to apply to an Authorized Account, Bank may pay and charge to the Authorized Account any Exception Item provided that Customer has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Item that Customer desires not to pay by the complete check number and amount specified in the Exception Item List and shall instruct Bank to return the Exception Item. The Return Request shall be sent to Bank by Customer no later than 2:00 p.m. Central Time on the Business Day of presentment. Bank shall return to the depository bank any Exception Item that Customer instructs Bank to return as provided above.

(vii) Communications. Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must:

(1) be sent in its entirety electronically via Online Banking or the Positive Pay System and not in the form of a partial amendment to the communication originally sent,

(2) identify the original communication, and

(3) be sent immediately upon discovery of previously sent information. A properly submitted revised communication serves to revoke the original communication.

Bank shall use only Check Issued Files that comply with Check Issued File and have not been revoked in the preparation of Exception Item Lists under this Agreement. Customer shall use only Exception Item Lists that comply with Payment of Presented Items and Reporting of Exception Items and have not been revoked in the preparation of Pay Requests and Return Requests. Bank shall not be obligated to comply with any Pay Request or Return Requests received in a method not permitted in this Agreement but may instead treat such a Pay Request or Return Requests as though it had not been received. Bank is not responsible for detecting any Customer error contained in any Issued Item File or Pay Request or Return Request sent by Customer to Bank. Any communication purporting to have been sent by Customer will be deemed to have been sent by and authorized by Customer, and Bank is authorized by Customer to act in reliance thereon, even though the communication was unauthorized.

(viii) Transmittal. Files delivered to Bank shall be prepared and submitted in compliance with the formatting as provided.

(ix) Exception Reporting. At approximately 8:00 a.m. Central Time of each Business Day, for each Deposit Account for which the Customer has requested the Service, Bank will make available to the Customer, an exception report (the "Exception Report") for the prior Business Day for each Deposit Account for which the Customer has requested the Service. The Exception Report will list: (i) all check, Substitute Check (defined herein) and ECP items posted to the applicable Deposit Account but not on the Check Issued File; (ii) all check, Substitute Check and ECP items posted to the applicable Deposit Account that are on the Check Issued File but for an amount different than that stated on the Check Issued File; (iii) where the Customer chooses to set Maximum Limits, ACH items exceeding the Maximum Limit; and (iv) all ACH debits where the Customer chooses to block ACH debits.

(x) Payment Authorization for Exception Report Items. In the event the Customer wants to authorize payment of any item on the Exception Report, the Customer must notify Bank of its intent to authorize such payment on or before 2:00 p.m. Central Time of the Business Day that the

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Customer received such Exception Report. Such notification must be made by an authorized User to Bank via Bank's Positive Pay system or Online Banking. Any items on the Exception Report not authorized for payment by the Customer as provided for herein, will be marked "REFER TO MAKER" and returned. Bank does not check items on the Exception Report(s) against previously cleared items.

**(c) Procedures for ACH Block/Filter.**

The Customer may provide standing instructions to Bank to manage ACH activity. Specified ACH transactions will be subject to block and/or filter services. Customer shall provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH entries. Unless the Customer has provided Bank with sufficient information to block or filter ACH entries, Bank may pay any debit or credit to the Authorized Account for each ACH entry that is not blocked or filtered.

(i) The Customer must submit a list of ACH originators for which Customer has authorized, blocked and/or filtered ACH entries against its account no later than 3:00 p.m. Central Time for next day business processing.

(ii) Bank shall compare each ACH item against the ACH block/filter instructions received by Bank. Bank may pay and charge to the Authorized Account each ACH entry not subject to the ACH block/filter order sent by the Customer.

(iii) At approximately 8:00 a.m. Central Time on each business day, Bank will notify Customer of ACH Entries presented to Bank for settlement on that business day and which have been identified as Exception Items based on the authorized ACH originators provided to Bank by Customer. Bank shall provide to Customer the detail provided with such ACH entries. Customer may choose not to authorize any ACH Entries, in which case Bank will treat all such ACH Entries as Exception Items.

(iv) The Customer shall review and electronically communicate any and all Pay Requests or Return Requests for all exceptions to Bank by 2:00 p.m. Central Time. A Return Request shall identify each Exception Item that the Customer desires not to pay by ACH Standard Entry Class Code, Customer ID or amount of any ACH item listed in the Exception Item Report. If Customer fails to notify Bank by 2:00 p.m. Central Time of its decisions, Bank will pay or return the Exception Items based on the Customer's default option elected for each Authorized Account.

(v) A Return Request shall be considered timely only if sent to Bank by the deadline. Bank shall not be obligated to comply with a Return Request received after a deadline.

(vi) In the event system problems prevent Bank from sending the Exception Item information in sufficient time for the Customer to respond by the above deadline, the deadline will be extended accordingly.

(vii) Except as provided in this section, Bank will not provide the Customer with notice of any ACH transactions. The customer will receive an e-mail when ACH Exception Items are presented and need to have a decision.

(viii) No instructions shall be binding on Bank unless they are in writing, on such forms as Bank may require from time to time, and are received in such time as to provide Bank reasonable opportunity to act thereon. Bank shall be entitled to rely exclusively on the written instructions provided by the Customer, and the Customer understands that any error made by the Customer in furnishing the identification number will make the block instructions ineffective.

By using the ACH Block/Filter Service, the Customer authorizes Bank to return ACH Entries or to pay ACH Entries in accordance with Customer authorization. Bank will have no liability for non-payment or payment of an ACH Entry when the ACH Entry is included in the report of Exception Items and Customer does not give Bank a timely decision to pay or return the ACH Entry.

Customer acknowledges that the ACH Block/Filter Service does not preclude standard ACH processing procedures which may cause an ACH Entry to be dishonored even if Customer instructs Bank otherwise.

Customer acknowledges the ACH Block/Filter Service is intended to be used to identify ACH entries which it suspects in good faith are unauthorized. If Bank suspects or deems, in its sole discretion, that the Customer is using ACH Block/Filter contrary to these intentions, Bank may require the Customer to provide evidence the ACH Entries Bank returns are in fact unauthorized.

ACH Block/Filter Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

ACH Block/Filter does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations.

**(d) Security Procedures.** The Customer and Bank shall comply with the following Security Procedures with regard to the delivery/transmittal of Positive Pay files by the Customer to Bank:

(i) Security Controls. Bank has implemented various Positive Pay security controls including, but not limited to: (i) restricting access to the Positive Pay system from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication through the use of a User ID and Password (if accessed through the Positive Pay Portal) or through the use of Codes (if accessed through Online Banking); (iii) automatically terminating sessions after a period of inactivity; (iv) requiring a secure access code (for identification purposes) (if accessed through Online Banking) if the computer the Customer is using is not familiar to Bank; and (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing the Positive Pay system through Online Banking.

(ii) Security Codes. The Customer's Codes will give the Customer access to the Positive Pay system. Bank is entitled to act on any instructions it receives using the Customer's Codes. Bank recommends that the Customer memorize its password and not write down its password or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services or Positive Pay systems. The Customer is responsible for the confidentiality and use of its User ID and password and other security data, methods and devices in accessing and using the Positive Pay system. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use the Positive Pay system. Bank will therefore consider any access to the Positive Pay system through use of valid User ID and Password to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Positive Pay transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, Customer must notify Bank at once.

(e) Updating Issued Check File(s). For each Deposit Account for which the Customer requests Services hereunder, Bank will only pay Items presented for payment against such Deposit Account in accordance with the terms of the Agreement. It is the responsibility of the Customer to routinely and regularly update the Check Issued File. Bank is not liable to the Customer or any third party for the payment or rejection of items consistent with the terms of the Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error. Should the Customer fail to routinely update Issued

Check File(s), Bank may terminate this Service immediately upon written notice to the Customer.

(f) Remedies.

(i) UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Pay Services, except as modified below.

(ii) Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Item listed in an Exception Item Report if the Customer issued a timely Return Request identifying said Exception Item. In the event that there is wrongful honor: (i) Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Item or the Customer's actual damages resulting from Bank's payment of the Exception Item; (ii) Bank retains the right to assert the Customer's failure to exercise ordinary care under UCC Section 3-406(a), as amended, and the Customer's failure to exercise reasonable promptness under UCC Section 4-406(c), as amended; and (iii) Bank retains the right to assert the defense that the Customer sustained no actual damages because of Bank's honor of the Exception Item discharged for value.

(iii) Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Item for which the Customer has not issued a Return Request.

(1) The Bank's liability for wrongful dishonor of an Exception Item shall be limited to the actual damages suffered by the Customer that were proximately caused by the wrongful dishonor.

(2) Notwithstanding Section 3(f)(iii)(1), Bank shall have no liability to the Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item: (i) that it reasonably believed was not properly payable; or (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts, or (iv) if the Customer fails to provide proper and timely notice to pay the Exception Item.

(iv) Rightful Honor and Dishonor.

(1) If the Customer does not issue a Return Request to Bank for an Exception Item in accordance with Section 3(b)(v), and Bank honors such Exception Item, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Item was not properly payable under UCC Section 4-401.

(2) If Bank dishonors an Exception Item in accordance with a Return Request issued by the

Customer, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.

(3) The Customer agrees that Bank exercises ordinary care whenever it rightfully honors or dishonors an Exception Item consistent with the provisions of this Agreement.

#### 4. Remote Deposit Capture

(a) The Service. Bank agrees to provide Remote Deposit Capture Services to Customer for the purpose of depositing Customer's checks through the Internet or by creating information to deposit checks through the software provided by Bank, for improved collections and increased availability of funds in selected Deposit Accounts identified to Bank.

(b) Definitions. The meanings of the defined terms set forth below are also applicable to this Agreement. If any capitalized term is used in Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (the "FRB"), as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. Other non-grammatical capitalized terms used in the Agreement, if defined herein or in the Agreement, are given the meaning assigned to such terms the first time the term is used. All other non-grammatical capitalized terms used that are not otherwise defined herein shall have the meaning given to such term in Article 3 or Article 4 of the Texas UCC as amended from time to time.

(i) "Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

(ii) "Deposit Account" means the Customer's designated deposit account at Bank.

(iii) "RDC Security Procedures" means the use of Identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Customer to communicate through the Internet for the Remote Deposit Service.

(iv) "Remote Deposit Capture Services" means all duties to be performed by Bank regarding the Remote Deposit Service.

(v) "Remote Deposit Service" means all information, web-based services, technological

infrastructure and installed software, if applicable, on the Customer's computers, which allow Customer to submit Checks to Bank for deposit through the Internet or by creating information to deposit Checks through the software provided by Bank.

(vi) "Substitute Check" means a paper reproduction of the original Check that:

(1) contains an image of the front and back of the original Check;

(2) bears a MICR line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for substitute Checks to facilitate the processing of substitute Checks;

(3) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute Checks; and

(4) is suitable for automated processing in the same manner as the original Check.

(vii) "Federal Financial Institutions Examination Council" or "FFIEC" consists of the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, and a representative of the State Liaison Committee. The FFIEC is the governing body which provides high-level descriptions of risk management processes that include planning, risk identification and assessment, controls, and measuring and monitoring.

(c) Duties and Responsibilities of Bank. Bank hereby grants to Customer a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating information to deposit Checks through the software provided by Bank, and to use Bank's proprietary documentation for the term of this Agreement. Customer agrees that Bank may process these Checks in accordance with the terms of this Agreement.

(i) Processing. Bank will process, encode, endorse and deposit into the Deposit Account, Checks submitted by Customer through the Remote Deposit Service in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time below. Bank will not examine Checks to verify any data or dates. Bank will process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by the Customer. If the Check is ambiguous, Bank will return the check as an exception. Checks made payable to

the Customer or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Customer, and not deposited or otherwise reflected in the account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

(ii) Reporting. Reports regarding the Remote Deposit Service will be available through the Bank-provided software which the Customer may access through the Internet.

(d) Duties and Responsibilities of the Customer.

(i) Use of Remote Deposit Service. Customer shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Customer shall submit valid Checks payable to Customer by using the Remote Deposit Service in accordance this Agreement. In using the Remote Deposit Service, Customer shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by Bank. If applicable, Customer agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Customer agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210.

(ii) Check Endorsements. To comply with FFIEC guidance concerning forged and missing endorsements, most Remote Deposit Capture endorsements may be "virtual." The Customer and Bank will determine the required endorsement and Bank will ensure the proper virtual endorsement is configured in each Remote Deposit Capture profile. If the Customer requires a change in the endorsement, the Customer shall coordinate the change with Bank at which time Bank shall implement the change.

(iii) Substitute Checks. Customer agrees that it will not deposit any Substitute Checks unless Bank specifically agrees to accept such deposit. If in the absence of such specific agreement Bank processes any substitute checks, other than returned items for deposit, Customer agrees that such processing shall not be deemed to be Bank's agreement to accept any Substitute Checks for deposit and that Customer will be solely responsible for any loss or liability in connection with the deposit.

(iv) Records Retention. Customer shall retain each original Check that is processed through any Remote Deposit Capture activity for a reasonable period of time, but Bank recommends that Customer keep each original Check for at least fourteen (14) Business Days from the date of deposit or such longer time. Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Remote Deposit Service from destruction, alteration or theft in accordance with the provisions of this Agreement.

(e) Security Procedures and Communications. Certain RDC Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Remote Deposit Service. Customer agrees that any such mutually agreed-upon RDC Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the RDC Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the RDC Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by the Customer. If Bank complies with the RDC Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.

Bank reserves the right to issue new RDC Security Procedures and/or to cancel or change any RDC Security Procedures from time to time. Whenever the RDC Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with the Remote Deposit Service. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

(f) Personal Computer File Transmission. The Customer's Authorized Representative will access the Remote Deposit system by utilizing the prearranged log on procedures, remote ID and file ID. The Customer is solely responsible for any access by its employees and agents to the data files maintained on the Customer's personal computers or Remote Deposit database. Customer hereby acknowledges that access to the Remote Deposit system must be carefully and continuously controlled. In accordance with the aforesaid, the Customer agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to or use of the Remote Deposit secure web site.

(g) License. Subject to the terms and conditions of this Agreement and these Remote Deposit Capture Services specific provisions, Bank hereby grants Customer a non-exclusive, non-transferable, limited license to access and/or use Bank's processing software for Customer's own business operations.

(h) Provisions Applicable to Customer Related Entity Use. If a Customer elects to receive the Remote Deposit Capture Services, such Services also include the ability and license for Customer and its Related Entities to use the Processing Equipment and Processing Software to perform Remote Deposit Capture Services to transmit an Electronic Deposit to Bank, including a file of Sufficient Image Copies of checks that total to the amount of the Electronic Deposit. Customer must list such Related Entities on Bank's Related Entities Schedule ("Schedule B"). If a Customer's Related Entity maintains its normal check processing activity in a location remote from the Processing Equipment and Processing Software licensed by Bank to Customer, then such Related Entity shall also complete any forms required by Bank, and shall so license additional Processing Equipment and Processing Software, at the same fees, unless other duly authorized compensation arrangements have been made in writing between Customer and Bank. Each Related Entity, by using the Processing Equipment and Processing Software either licensed indirectly through Customer or licensed directly to the Related Entity, hereby agrees to abide by each and every term of this Agreement, including governing law, for each and every Electronic Deposit transmitted by the Related Entity.

(i) Representations and Warranties. It is the intention of the parties to this Agreement that the warranties deemed given by a depositor of a check to a bank under the UCC as applicable from time to time in the State of Texas shall also apply to any image or electronic representation of an Original Check transferred by Customer to Bank as if such image or electronic representation were a paper check within the meaning of the UCC. Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by CTA or Check 21, Customer understands that Customer shall be deemed to have given Bank all of the warranties that Customer would

have given under the UCC for the deposit of an Original Check by transferring to Bank any electronic file that contains or purports to contain a Sufficient Image Copy of an Original Check. The above warranties are deemed given to Bank and any person, company or bank to which Bank transfers, presents or returns any of the images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no entity to use the Processing Equipment and Processing Software, whether licensed to Customer directly, or licensed to one of its Related Entities, other than a Related Entity listed on Bank's appropriate authorization form. For the purpose of avoiding doubt, and not as a limitation of the generality of the foregoing statement, Customer acknowledges that the indemnification obligations of Customer set forth in Section (k) below apply equally to the activities of each Related Entity of Customer, so that Bank may call upon Customer and its assets to satisfy such indemnification obligations, even if the conduct that gave rise to the indemnity obligation was conducted by a Related Entity of Customer.

**(j) CUSTOMER INDEMNITY. IF CUSTOMER ELECTS TO USE BANK'S REMOTE DEPOSIT CAPTURE SERVICE THEN, IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CUSTOMER ASSUMES LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY CUSTOMER OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OF PROCESSING EQUIPMENT. NOTWITHSTANDING THE FACT THAT TITLE TO THE PROCESSING EQUIPMENT LICENSED BY BANK TO CUSTOMER SHALL REMAIN WITH BANK AT ALL TIMES, AND THAT THE PROCESSING EQUIPMENT SHALL AT ALL TIMES BE AND REMAIN THE PERSONAL PROPERTY OF BANK, CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE BANK FOR THE COST OF ANY PROCESSING EQUIPMENT THAT IS DAMAGED, LOST OR STOLEN WHILE SUCH PROCESSING EQUIPMENT IS IN THE POSSESSION AND CONTROL OF CUSTOMER (INCLUDING ANY OF CUSTOMER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS), EXCEPT THAT SUCH INDEMNIFICATION AND REIMBURSEMENT COSTS SHALL NOT EXTEND TO ANY DAMAGE,**

**LOSS OR THEFT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK.** Bank shall, in its sole and absolute discretion, determine whether to seek indemnification and reimbursement from Customer for any Processing Equipment that is damaged, lost or stolen while in Customer's possession and control.

(k) Limitation on Bank Liability for Remote Deposit Capture Services. Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions; (ii) any modifications, alterations of or additions to the Processing Software or Processing Equipment performed by anyone other than Bank or Bank's designated service providers; (iii) the use of the Processing Software or the Processing Equipment by Customer in a manner not as set forth in this Agreement or any procedures or Documentation, in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by Bank; or (iv) Customer's use of software, equipment or other systems not supplied by Bank. **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S REMOTE DEPOSIT CAPTURE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

## **5. Wire Transfer**

(a) The Service. Bank agrees to provide for origination of Funds Transfers by Wire ("Wire Transfer") through the Customer's personal computer or by telephone. Bank will act upon the Customer's instructions to debit one or more specified Deposit Accounts of the Customer and will transfer funds from such Deposit Account(s) for credit to the Customer and/or other persons or companies or specified accounts in accordance with the terms hereof.

### (b) Definitions.

(i) "Repetitive Transfers" means Funds Transfer requests made routinely with instructions remaining constant except for the date and dollar amount.

(ii) "Non-Repetitive Transfers" means Funds Transfer Requests made routinely with only the debit account remaining constant.

(iii) "Online Wire Transfer" means a Wire Transfer initiated by a Customer via Bank's Online Banking Services.

(iv) "Domestic Wire" means a Wire Transfer that will not go outside of the United States and will be in U.S. dollars.

(v) "Foreign Wire" means a Wire Transfer that eventually will be credited to an account outside the United States or will be sent in a currency other than U.S. Dollars.

(vi) "Wire Templates" means formats for repetitive, non-repetitive, foreign and tax wires established in Bank's Online Banking Services by the Customer or established by Bank based on the Customer's request. Wire templates are the formats in Bank's Online Banking Services that enable the Customer to initiate Online Wire Transfers.

(c) Wire Template Maintenance: Customer's Liability for Errors to Beneficiary Information. Bank establishes non-repetitive Wire Templates for Customers based on the information provided by the Customer. The Customer may use those non-repetitive Wire Templates to establish repetitive Wire Templates as needed.

**THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER AND NOT BANK WILL CONTROL THE BENEFICIARY INFORMATION FOR ALL WIRE TRANSFERS, INCLUDING ANY REPETITIVE WIRE TEMPLATES, AND THAT IF ANY WIRE TRANSFER INSTRUCTION BY THE CUSTOMER DESCRIBES THE INTENDED RECIPIENT OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING BANK (WHICH MAY BE BANK) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE WIRE TRANSFER INSTRUCTION. BANK WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY THE CUSTOMER. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT BANK IS NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL WIRE TRANSFER.**

**IN THE EVENT THAT A WIRE TRANSFER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, BANK IS ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE WIRE TRANSFER FROM CUSTOMER UNLESS THE CUSTOMER CAN PROVE THAT THE WIRE TRANSFER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (1) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON CUSTOMER'S BEHALF WITH RESPECT TO SUCH WIRE TRANSFER OR THE SECURITY**

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**PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO CUSTOMER'S TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY CUSTOMER AND WITHOUT AUTHORITY OF BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.**

(d) Wire Transfer Procedures. Customer agrees to make all wire transfer transaction requests according to the security procedures that are set forth below. Notwithstanding the foregoing: (1) in the event that any third party wire transfer system imposes procedures upon Bank, Bank may immediately implement such procedures, followed by notice to the Customer; (2) Bank is not required to act upon any transaction request that does not comply with Bank's security procedures; (3) Bank is not required to act upon any transaction request which exceeds Customer's available balance on account with Bank or which Bank is unable to authenticate to its satisfaction; and (4) Bank may revise its security procedures upon notice to the Customer and in such case, such revised security procedures shall be binding upon the Customer.

(e) Security Procedures.

(i) Bank will only accept a funds transfer request that is made using the appropriate "Security Procedures" and codes. Bank always recommends that the Customer incorporate dual control authorities when initiating outgoing wires transfers. If the Customer chooses to allow a single Authorized Party to draft and approve an outgoing wire transfer request, Bank will require the Customer to document a waiver of recommendation by completing a Waiver of Recommended Wire Transfer Procedure. Bank will assign personal identification numbers ("PINs"), user ID's, unique passwords, and security tokens (collectively referred to herein as "IDs") as applicable, which Authorized Parties will use to make transfer requests. The Customer understands and accepts responsibility for maintaining a high level of security in reference to such IDs.

(ii) Prior to initiating a transfer request, Bank may, but shall not be obligated to, confirm by telephone with an authorized representative of the Customer any third party transfer request. Third party transfer requests are defined to include any movement of funds from an account of the Customer maintained at Bank to an account of the Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company. The Customer understands that if and when Bank attempts to confirm transfers, a delay may occur pending an independent confirmation.

(iii) Each Authorized Party will have access to Bank's Online Banking System with the ability, as authorized, to draft and approve an outgoing wire transfer request through an ID. Each Authorized Party shall be permitted to make wire transfers by telephone and will be issued a PIN. It shall be the sole responsibility of the Customer to safeguard each ID. The effectiveness of the security procedures depends on the Customer safeguarding its IDs and limiting access to the service to Authorized Parties. Any act or omission of the Customer that permits any other party besides Authorized Parties to learn any Customer IDs and enables the outside party to use this information to use Bank's online banking system and/or telephone wire department destroys the security of the IDs and the results thereof are the responsibility of the Customer. In the event that Customer has reason to believe that any IDs have been compromised, the Customer shall immediately advise Bank by telephone. Upon such notification, Bank will issue new IDs to Customer's Authorized Parties. Until the new IDs have been issued, the Authorized Parties' use of Bank's online banking system and telephone wire department will be abated. In order to maintain a high level of security, each ID may be changed periodically by Bank. Before this occurs, Bank will notify the Customer of the impending change and supply applicable Authorized Parties with new IDs.

(iv) The Security Procedures to initiate Online Wire Transfers are as follows: Bank is hereby directed to complete all funds transfer instructions received from Customer using Bank's Online Banking System. Bank shall have no liability for performing all funds transfer instructions submitted through the service as long as Bank complies with the instructions received. Each Authorized Party designated to draft and approve a wire transfer request will have an ID, which shall include a user ID, unique password, and security token, to access the wire transfer system. Each Authorized Party may change his or her own password. Customer acknowledges and accepts sole responsibility for the security of each ID issued to Customer's Authorized Parties and access to the service, and agrees to hold Bank harmless for complying with all instructions received from Authorized Parties in connection with the service. Customer understands that Bank will not call the Customer to verify the authenticity or accuracy of any wire transfer instruction and that Bank will have no liability for performing each wire transfer instruction without verifying the instruction with Customer.

(v) The Security Procedures to submit wire transfer instructions by telephone with dual callback are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN.

This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to a different Authorized Party to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(vi) The Security Procedures to submit wire transfer instructions by telephone with callback verification to the same person submitting the request are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to ANY Authorized Party, including the same Authorized Party who provided the instruction to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(f) Transfer Requests. Requests for transfers may be initiated online by an Authorized Party or a User of the Customer providing to Bank the following information (i) User ID and password; (ii) multifactor authentication; (iii) the amount to be transferred; (iv) the bank to which funds are to be transferred, identified by name and transit routing number; and (v) the name of the receiving party and account number to which funds are to be transferred.

(g) Submission of Transfers. In order for Domestic Online Wire Transfers to be sent same day, a Wire Transfer Request must be submitted through phone to Bank's wire transfer department by 3:30 p.m. Central Time on a Business Day or through Bank's online banking software by 4:00 p.m. on a Business Day. Wire Transfers shall be deemed delivered to Bank when the applicable Security Procedures have been complied with and the submission to Bank is completed in accordance with the Agreement.

(h) Acceptance and Execution of Transfer Requests.

(i) Bank Acceptance of Requests. A Wire Transfer request from the Customer shall be considered accepted by Bank when Bank executes it.

(ii) Deadlines. The Customer acknowledges that Bank maintains deadlines for accepting Wire Transfer requests. Such deadlines are subject to change from time to time at the sole discretion of Bank. If a Wire Transfer request from the Customer is received after the deadline, it may be executed the next Business Day.

(iii) Bank Acceptance of Instructions. No instructions or other restrictions limiting Bank's acceptance of a Wire Transfer request from the Customer shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by an Authorized Party or User of the Customer.

(iv) Instructions. Bank shall make debits according to the instructions received from the Customer and credits according to the instructions received electronically for each request.

(v) Transmission. In executing any Wire Transfer request, Bank may utilize such means of transmission as it may reasonably select, including through the Federal Reserve Bank System ("Fed"). Bank may initiate Wire Transfer requests in any order convenient to it.

(vi) International Wires. In order for International Wires to be sent same day, a Wire Transfer request must be submitted as follows: International Wires in U.S. Dollars must be submitted through phone to the wire transfer department by 3:30 p.m. Central Time. International Wires in U.S. Dollars can be submitted through Online Banking until 4:00 p.m. Central Time. International Wires sent in foreign currency must be submitted by phone or through Online Banking to the wire transfer department by 12:30 p.m. Central Time.

(vii) Rejections by Bank. Bank may, in good faith, reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Customer (including any Authorized Party) for any reason. Bank shall notify the

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Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer. Bank shall have no liability to the Customer as a result of Bank's rejection of any transfer request if it complies with the terms of this Agreement.

(viii) Rejection of Bank's Transfer Request. If Bank receives notice that a wire transfer transmitted by Bank has been rejected, Bank shall notify the Customer of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

(ix) Revocation of Transfers. The Customer has no right to reverse, adjust, or revoke a Wire Transfer request after Bank has executed the Wire Transfer. If the Customer requests the reversal, adjustment or revocation of a Wire Transfer request, Bank may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps Bank may deem appropriate. **THE CUSTOMER EXPRESSLY AGREES TO INDEMNIFY BANK AGAINST ANY COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH BANK MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. BANK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.**

(x) Confirmation. Bank may send the Customer an e-mail confirming each executed Wire Transfer request.

(i) Reverse Wire Transfers. Bank will honor reverse transfer drafts subject to the terms of this Agreement and further subject to and conditioned upon Customer's execution of the Reverse Wire Transfer and Indemnity Agreement (the "Reverse Wire Agreement") provided by Bank. Upon execution of the Reverse Wire Agreement, Customer authorizes the credit party identified in such form (the "Credit Party") to initiate transfers from Customer's designated account(s) to Credit Party's account (each a "Reverse Wire"), each as identified in the Reverse Wire Agreement. Customer agrees that Bank's treatment of, or action related to, a Reverse Wire shall be treated as if Customer requested the transfer pursuant to the terms of this Agreement. The Customer further authorizes Bank to transfer funds pursuant to the Reverse Wires without further consent or authorization by the Customer. The Customer understands that this authorization applies to all

Reverse Wires initiated by the Credit Party to the Customer's designated accounts. Customer understands and agrees that Bank will not honor Reverse Wires initiated by Credit Party from accounts other than Customer's designated accounts. If Customer desires Bank to accept Reverse Wires from accounts other than the Customer's designated accounts, the Customer and Bank must execute a new Reverse Wire Transfer Authorization Form to cover said accounts. The Customer understands and agrees that Bank will not confirm with the Customer that the Credit Party is authorized to make such Reverse Wires prior to accepting a Reverse Wire by the Credit Party. **Customer understands that Bank will not verify the authenticity or accuracy of any Reverse Wire initiated by the Credit Party with the Customer and/or the Credit Party and that Bank will have no liability for accepting each Reverse Wire initiated by the Credit Party without verifying the Reverse Wire with the Customer and/or the Credit Party.** The Customer accepts full responsibility for and agrees to be bound by any and all actions of the Credit Party with regard to the transfer of funds from the Customer's designated accounts pursuant to the Reverse Wires initiated by the Credit Party. Bank may decline any Reverse Wire request to the same extent it may decline any transfer hereunder. In the event Customer does not have sufficient funds in Customer's designated accounts at the time the Credit Party initiates any Reverse Wire, the Reverse Wire shall be denied. Further, if the Reverse Wire and associated Bank fees results in Customer having an overdrawn balance in Customer's designated accounts, Bank in its sole discretion may deny the Reverse Wire. Notwithstanding any provision herein to the contrary, Bank may honor any Reverse Wire request in conformance with the instructions outlined in the Reverse Wire Agreement. The Customer and/or Credit Party has no right to cancel, reverse, adjust, or revoke a Reverse Wire request after received by Bank; however, Bank may (but shall not be obligated to), act on the request if Bank receives the request prior to the time Bank executes such Reverse Wire, provided Bank has sufficient time, in its sole discretion, to effect such cancellation or change. The Reverse Wire Agreement shall remain in effect unless and until revoked in writing by an authorized representative of Customer and both Bank and Credit Party have each received such written notice and have had a reasonable period of time to act on such notice.

(j) Limitation of Bank's Liability. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY EXPENSE, CLAIM, LOSS, DAMAGE, OR COST ("DAMAGES") ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OTHER THAN THOSE DAMAGES THAT RESULT SOLELY AND DIRECTLY FROM BANK'S ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE, BAD FAITH OR INTENTIONAL MISCONDUCT AS**

**DETERMINED IN A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE ORDER.**

**IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**

Bank will be excused from any failure to act or delay in acting, and no such failure or delay shall constitute a breach of this Section or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to computer malfunction, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, acts of terrorism, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Customer or Credit Party or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any of Bank's guidelines or policies, or rule or regulation of any governmental authority.

Bank will have no fiduciary duties under this Section to any other party, whether as trustee, agent, bailee, or otherwise.

Bank will have no duty to inquire into or determine the existence or enforceability of Customer's agreement with Credit Party. Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of the agreement between Customer and Credit Party, or any breach thereof.

Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party, without any independent investigation and Bank shall have no duty to inquire into the authority of the person in giving such notice or instruction. Bank may accept, acknowledge or act upon any notice, instructions or other directions hereunder that contain minor mistakes or other irregularities. Bank may reject, except when prohibited by law, at its sole discretion, any Reverse Wire from Credit Party for any reason.

Notwithstanding any of the other provisions in this Section, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Customer, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Customer, Bank may act as Bank deems reasonably necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

**(k) Indemnity. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD BANK, AND ALL**

**OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY LOSS RESULTING THEREFROM, INCLUDING ANY LOSSES CAUSED IN WHOLE OR PART BY ANY NEGLIGENT ACT AND/OR OMISSION BY BANK OR ITS EMPLOYEES, OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK. THE DUTY TO DEFEND HEREUNDER IS INDEPENDENT AND SEPARATE FROM THE DUTY TO INDEMNIFY AND THE DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE LIABILITY OF CUSTOMER AND/OR CREDIT PARTY. THE DUTY TO INDEMNIFY CONTAINED HEREIN EXISTS INDEPENDENT OF CUSTOMER'S INSURANCE.**

**WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK SHALL BE ENTITLED TO CONCLUSIVELY PRESUME THAT ANY PERSON PURPORTING TO BE CREDIT PARTY OR AN AUTHORIZED REPRESENTATIVE OF CREDIT PARTY WHO INITIATES A REVERSE WIRE FROM CUSTOMER'S DESIGNATED ACCOUNTS SHALL BE DEEMED TO HAVE BEEN DULY AUTHORIZED FOR ALL PURPOSES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BANK SHALL INCUR NO LIABILITY TO CUSTOMER OR CREDIT PARTY FOR ACTING ON INSTRUCTIONS OR VERIFICATIONS GIVEN BY CREDIT PARTY OR A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF CREDIT PARTY AND CUSTOMER SHALL INDEMNIFY BANK FROM ANY LIABILITY ENSUING FROM SO ACTING, REGARDLESS OF ANY CONTRIBUTING FAULT OR NEGLIGENCE OF BANK EXCEPT IN CASES ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**

**(l) Release and Waiver of Claims. CUSTOMER HEREBY RELEASES, ACQUITS AND FOREVER WAIVES, DISCLAIMS AND DISCHARGES BANK FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**



# Agenda Item MEMO

210

**SUBJECT:** Request for Change order with Harris Innoprise

**MEETING DATE:** Tuesday, August 15, 2018

**DEPARTMENT:** Audit Department

**CONTACT:** Miykael Reeve, CGFO  
County Auditor

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## ITEM SUMMARY:

Staff has been working very hard to complete the upgrade of the financial software to Innoprise. Expected go live date for Financials is October 1<sup>st</sup>. The expected go live date for payroll is January 1<sup>st</sup>. We currently have been working diligently with the Staff at Innoprise to make the conversation as seamless as possible.

During the implementation there were a few things that we have needed to change to make the software work better for us. The Commissioners court approved an amount not to exceed \$347,667 for the software.

\$266,431 was for software and services  
\$31,230 was for training and travel  
\$50,006 was for a data management side of the software.

Since we will not be implementing the data management system, staff is requesting to utilize the funds to make additional upgrades to the system.

1. The first upgrade is to print purchase requisitions. This system is designed to be a paperless system and therefore it doesn't print purchase requisitions. - The cost of this change is \$3,800.
2. The Innoprise inventory system encumbers budget during the tracking process. Staff would like to disable this feature so that purchasing would be able to utilize this program without it encumbering budget funds and posting to the general ledger. The cost is \$2,280.
3. In the system, the unit goes out to 6 decimal places. It appears like this 1.000000. Staff would like to be able to set the decimal place to 2. The cost is \$2,280.
4. Current the Innoprise system does not require that budget balance. The audit department is requesting that budget balance. This is an approximate cost of \$4,560.
5. To make cash receipts function for misc payments for the Treasurer office, Staff is requesting a change for a screen that allows them to enter the account number and the payments on a screen. The approximate cost is \$4,560.

**Total Change order request are \$17,480**

That would still leave a remaining \$32,526 in the amount not to exceed for total cost of the software. The additions are needed to make the software customized for Ellis County.



Company Address 2302 Martin, Ste. #475  
Irvine, CA 92612  
US

Created Date 7/17/2018  
Expiration Date 9/30/2018  
Quote Number 00001691

Prepared By Valerie White  
Email vwhite@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
INNOPRISE-MISC	Innoprise Misc	Ellis county wants to be able to print Requisitions. R&D will need to program the ability to do this. Estimated at \$3,800.00	1.00	\$3,800.00	\$3,800.00
Description		SDR was signed off by customer and Jira IF-8053 was created for this.	1.00	\$0.00	\$0.00
TERMS-MON	Payment Terms: Services will be invoiced monthly and due Net 30.		1.00	\$0.00	\$0.00

Purchase Order # \_\_\_\_\_

Subtotal \$3,800.00  
Total Price \$3,800.00  
Grand Total \$3,800.00

**Acceptance:**

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



Company Address 2302 Martin, Ste. #475  
Irvine, CA 92612  
US

Created Date 7/17/2018  
Expiration Date 9/30/2018  
Quote Number 00001692

Prepared By Valerie White  
Email vwhite@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
INNOPRISE-MISC	Innoprise Misc	Customer wants the ability to disable Inventory GL transactions. An SDR was signed off by the customer and this is estimated by R&D to cost \$2280.00.	1.00	\$2,280.00	\$2,280.00
TERMS-MON	Payment Terms: Services will be invoiced monthly and due Net 30.		1.00	\$0.00	\$0.00

Purchase Order # \_\_\_\_\_

Subtotal \$2,280.00  
Total Price \$2,280.00  
Grand Total \$2,280.00

**Acceptance:**

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



Company Address 2302 Martin, Ste. #475  
Irvine, CA 92612  
US

Created Date 7/19/2018  
Expiration Date 8/30/2018  
Quote Number 00001697

Prepared By Valerie White  
Email vwhite@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
INNOPRISE-MISC	Innoprise Misc	Customer has signed an SDR asking Harris ERP to set the number of decimal places for unit and freight cost.	2,280.00	\$1.00	\$2,280.00
Description		Development estimates the effort to cost \$2280.00	1.00	\$0.00	\$0.00
TERMS-MON	Payment Terms: Services will be invoiced monthly and due Net 30.		1.00	\$0.00	\$0.00

Purchase Order # \_\_\_\_\_

Subtotal \$2,280.00  
Total Price \$2,280.00  
Grand Total \$2,280.00

**Acceptance:**

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



Company Address 2302 Martin, Ste. #475  
Irvine, CA 92612  
US

Created Date 7/19/2018  
Expiration Date 8/30/2018  
Quote Number 00001698

Prepared By Valerie White  
Email vwhite@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
INNOPRISE-MISC	Innoprise Misc	The Customer signed an SDR requesting R&D to require budgets to balance. This effort is estimated at \$4,560.00. Jira IF-8051.	4,560.00	\$1.00	\$4,560.00
TERMS-MON	Payment Terms: Services will be invoiced monthly and due Net 30.		1.00	\$0.00	\$0.00

Purchase Order # \_\_\_\_\_

Subtotal \$4,560.00  
Total Price \$4,560.00  
Grand Total \$4,560.00

**Acceptance:**

\_\_\_\_\_  
Signature of Authorized Representative  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Company Address 2302 Martin, Ste. #475  
Irvine, CA 92612  
US

Created Date 7/16/2018  
Expiration Date 12/31/2018  
Quote Number 00001689

Prepared By Valerie White  
Email vwhite@harriscomputer.com

Contact Name Miykael Reeve  
Phone (972) 825-5122  
Email miykael.reeve@co.ellis.tx.us  
Fax (872) 825-5124

Bill To Name Ellis County, TX  
Bill To 109 South Jackson  
Waxahachie, TX 75165  
USA

Ship To Name Ellis County, TX  
Ship To 400 Ferris Ave  
Waxahachie, TX 75165  
USA

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
Description		R&D will need to program this in for the customer. This is estimated to cost \$4560.00 and a signed SDR has been submitted.	1.00	\$0.00	\$0.00
Description		Ellis County would like a modification to the Manual GL type of miscellaneous payments that would allow them to quickly enter revenues on a single screen.	1.00	\$0.00	\$0.00
INNOPRISE-MISC	Innoprise Misc		1.00	\$4,560.00	\$4,560.00
TERMS-MON	Payment Terms: Services will be invoiced monthly and due Net 30.		1.00	\$0.00	\$0.00

Purchase Order # \_\_\_\_\_

Subtotal \$4,560.00  
Total Price \$4,560.00  
Grand Total \$4,560.00

Acceptance:

\_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item MEMO

2.11

**SUBJECT:** Request direction regarding the Title IV-E Grant

**MEETING DATE:** Tuesday, August 15, 2018

**DEPARTMENT:** Audit Department

**CONTACT:** Miykael Reeve, CGFO  
County Auditor

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**ITEM SUMMARY:**

The Audit department has been contacted to update the forms needed for Title iv-e grant. As this is a significant amount of work we would like some direction from the commissioner as to whether we are to pursue this grant.

We were given directions in the budget that the county would absorb all of the salaries that are paid from these funds. if the County is currently going to assume the cost of these salaries, then there is no need for the audit department to complete the work to update forms for the grant.

**Audit department request direction from commissions court.**

## Miykael Reeve

---

**From:** Tomlin, Antonio (DFPS) <Antonio.Tomlin@dfps.state.tx.us>  
**Sent:** Thursday, August 2, 2018 6:02 PM  
**To:** Tomlin, Antonio (DFPS)  
**Cc:** Tomlin, Antonio (DFPS)  
**Subject:** FW: FY19 Title IV-E Forms-Update  
**Attachments:** 2030CLIVE\_July 2018.xlsx; 2030CWIVE\_July 2018.xlsx; 2044a IV-E\_July 2018.docx; 9007CIVE\_July 2018.doc; 9007CIVE\_S\_July 2018.doc; 9105\_FY 2019.doc; Form 74-176 Vendor Direct Deposit Authorization.pdf; Form AP-152 Application for TIN.PDF

Good Evening.

As a result of Title IV – E Legal & CWS County contract expiration date on September 30, 2018, please note that the attached forms are needed for each contract by August 21, 2018 in order to process a new contract and have contracts approved and active on October 01, 2018.

Best Regards,

*Antonio Tomlin*

Regional Contract Manager -Purchased Client Services  
Texas Department of Family & Protective Services Region 3 MC 0138  
1200 E. Copeland Rd. Suite 400, Arlington, TX 76011-4937  
Scan/Email to: [Antonio.Tomlin@dfps.state.tx.us](mailto:Antonio.Tomlin@dfps.state.tx.us)  
To view encrypted email:  
[https://www.dfps.state.tx.us/Contact\\_Us/email\\_encryption\\_new.asp](https://www.dfps.state.tx.us/Contact_Us/email_encryption_new.asp)

**Confidential:** This transmission is confidential and intended solely for the use of the individual or entity to which it is addressed. If you received this transmission in error please return to sender.

**From:** Tomlin, Antonio (DFPS)  
**Sent:** Tuesday, July 24, 2018 6:10 PM  
**To:** Tomlin, Antonio (DFPS) <ANTONIO.TOMLIN@dfps.state.tx.us>  
**Cc:** Tomlin, Antonio (DFPS) <ANTONIO.TOMLIN@dfps.state.tx.us>  
**Subject:** FY19 Title IV-E Forms-Update

Please see attached FY19 Title IV-E Forms-Updated.

Best Regards,

*Antonio Tomlin*

Regional Contract Manager -Purchased Client Services  
Texas Department of Family & Protective Services Region 3 MC 0138  
1200 E. Copeland Rd. Suite 400, Arlington, TX 76011-4937  
Scan/Email to: [Antonio.Tomlin@dfps.state.tx.us](mailto:Antonio.Tomlin@dfps.state.tx.us)  
To view encrypted email:



2.12

## ELLIS COUNTY ELECTIONS

Jana Onyon  
Elections Administrator

August 6, 2018

TO: Commissioners Court  
FROM: Jana Onyon, Elections Administrator  
SUBJECT: Order of General Election on November 6, 2018

### ISSUE 1

The Elections Department requests the approval from the Commissioners Court for an order calling the General Election on November 6, 2018. As stipulated in the Texas Election Code Section 3.004(a)(1) which states "The following authority shall order an election: the county judge, for the general election for officers of the county government" and Sec. 3.005(c) which states "For an election to be held on a uniform election date, the election shall be ordered not later than the 78<sup>th</sup> day [August 20, 2018] before election day". Authorization requested to be given to the County Judge to sign the Order of General Election on August 14, 2018.

In accordance with Chapter 271 of the Texas Election Code, the following entities have expressed possible interest in contracting with Ellis County Elections Officer to conduct their election on uniform Election Day, November 6, 2018: *Avalon ISD, Buena Vista Bethel Special Utility District 1, City of Ennis, and City of Glenn Heights.*

Additional early voting temporary branch polling places may be added by any of the above listed entities for the November 6, 2018 General Election in accordance with Texas Election Code Section 85.062(f) "In a countywide election, the total number of permanent branch polling places and temporary branch polling places open for voting at the same time in a commissioners precinct may not exceed twice the number of permanent branch and temporary branch polling places open at that time in another commissioners precinct".

Any entity holding an election will use the regular county election precinct polling places in accordance with Texas Election Code Section 43.004(b) "If a political subdivision holds an election on a uniform election date and is required to use the regular county election precincts, the political subdivision shall designate as the polling places for the election the regular county polling places in the county election precincts that contain territory from the political subdivision".

It is recommended that Commissioners Court approve and authorize the County Judge to sign the Order of General Election.



**ORDER OF GENERAL ELECTION**  
**ORDEN DE ELECCIÓN GENERAL**

An election is hereby ordered to be held on November 6, 2018, in Ellis County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

*Por la presente se ordena que se lleve a cabo una elección el día 6 Noviembre de 2018, en el Condado de Ellis, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.*

**List Offices** *Lista de los puestos oficiales*

**County Judge** *Juez del Condado*

**Judge, County Court at Law, No. 1** *Juez, Corte de Ley del Condado, Núm. 1*

**Judge, County Court at Law, No. 2** *Juez, Corte de Ley del Condado, Núm. 2*

**District Clerk** *Secretario del Distrito*

**County Clerk** *Secretario del Condado*

**Sheriff, Unexpired Term** *Sherife, Duración Restante del Cargo*

**County Treasurer** *Tesorero del Condado*

**County Commissioner, Precinct No. 2** *Comisionado del Condado, Precinto Núm. 2*

**County Commissioner, Precinct No. 4** *Comisionado del Condado, Precinto Núm. 4*

**Justice of the Peace, Precinct No. 1** *Juez de Paz, Precinto Núm. 1*

**Justice of the Peace, Precinct No. 2** *Juez de Paz, Precinto Núm. 2*

**Justice of the Peace, Precinct No. 3** *Juez de Paz, Precinto Núm. 3*

**Justice of the Peace, Precinct No. 4** *Juez de Paz, Precinto Núm. 4*

**Constable, Precinct No. 3, Unexpired Term** *Condestable, Precinto Núm. 3, Duración Restante del Cargo*

**Early voting by personal appearance will be conducted at:**

*La votación anticipada en persona tendrá lugar en:*

**Main Location:** *Lugar principal:*

**Elections Office, 204 E. Jefferson Street, Waxahachie, Texas 75165**

<b>October 22, 2018 (Monday through Friday)</b>	<b>October 26, 2018</b>	<b>8:00 A.M. - 6:00 P.M.</b>
<b>October 27, 2018 (Saturday)</b>		<b>7:00 A.M. - 7:00 P.M.</b>
<b>October 28, 2018 (Sunday)</b>		<b>1:00 P.M. - 6:00 P.M.</b>
<b>October 29, 2018 (Monday through Friday)</b>	<b>November 2, 2018</b>	<b>7:00 A.M. - 7:00 P.M.</b>
<i>22 de Octubre, 2018 (Lunes hasta Viernes)</i>	<i>al 26 de Octubre, 2018</i>	<i>8:00 A.M. - 6:00 P.M.</i>
<i>27 de Octubre, 2018 (Sábado)</i>		<i>7:00 A.M. - 7:00 P.M.</i>
<i>28 de Octubre, 2018 (Domingo)</i>		<i>1:00 P.M. - 6:00 P.M.</i>
<i>29 de Octubre, 2018 (Lunes hasta Viernes)</i>	<i>al 2 de Noviembre, 2018</i>	<i>7:00 A.M. - 7:00 P.M.</i>

**Temporary Locations:** *Ubicaciones Temporales:*

**Midlothian Conference Center, 1 Community Circle Drive, Midlothian, Texas 76065**

**Palmer ISD Annex Building, 303 Bulldog Way, Palmer, Texas 75152**

**Ellis County Sub-Courthouse, 207 S. Sonoma Trail, Ennis, Texas 75119**

**Red Oak Municipal Center, 200 Lakeview Parkway, Red Oak, Texas 75154**



October 22, 2018 (Monday through Friday) October 26, 2018	8:00 A.M. - 5:00 P.M.
October 27, 2018 (Saturday)	8:00 A.M. - 3:00 P.M.
October 28, 2018 (Sunday)	1:00 P.M. - 5:00 P.M.
October 29, 2018 (Monday through Wednesday) October 31, 2018	8:00 A.M. - 6:00 P.M.
November 1, 2018 (Thursday and Friday) November 2, 2018	7:00 A.M. - 7:00 P.M.
22 de Octubre, 2018 (Lunes hasta Viernes) al 26 de Octubre, 2018	8:00 A.M. - 5:00 P.M.
27 de Octubre, 2018 (Sábado)	8:00 A.M. - 3:00 P.M.
28 de Octubre, 2018 (Domingo)	1:00 P.M. - 5:00 P.M.
29 de Octubre, 2018 (Lunes hasta Miércoles) al 31 de Octubre, 2018	8:00 A.M. - 6:00 P.M.
1 de Noviembre, 2018 (Jueves y Viernes) al 2 de Noviembre, 2018	7:00 A.M. - 7:00 P.M.

**All eligible registered voters in Ellis County, Texas, may vote at any of the listed Early Voting Locations for the November 6, 2018 General Election.**

*Todos los votantes elegibles registrados del Condado de Ellis, Texas, pueden votar en cualquiera de los locales de votación anticipada, como se indica, para la Elección General del 6 de Noviembre de 2018.*

**Applications (Regular or Federal Postcard) for ballot by mail shall be mailed to:**

**Jana Onyon, Early Voting Clerk**

**204 E. Jefferson Street Waxahachie, Texas 75165**

**or faxed to 972-923-5194**

**or email a scanned copy of signed application to [elections@co.ellis.tx.us](mailto:elections@co.ellis.tx.us)**

**(If faxed or emailed, then must receive original application within 4 days)**

**Applications for ballots by mail must be received no later than the close of business on Friday, October 26, 2018.**

*Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:*

*Jana Onyon, Secretaria de la Votación Adelantada*

*204 E. Jefferson Street Waxahachie, Texas 75165*

*O por fax al 972-923-5194*

*O por email una copia e su application firmada a [elections@co.ellis.tx.us](mailto:elections@co.ellis.tx.us)*

*(Si se envía por fax o por correo electrónico, debemos recibir la solicitud original dentro de los 4 días)*

*Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el Viernes 26 de Octubre de 2018.*

Issued this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Emitada este día \_\_\_\_\_ de \_\_\_\_\_, 2018.

\_\_\_\_\_  
**Signature of County Judge**

*Firma del Juez del Condado*

**Attest:**

\_\_\_\_\_  
**Signature of County Clerk**

*Firma del Secretario del Condado*



2.13

## **ELLIS COUNTY ELECTIONS**

Jana Onyon  
Elections Administrator

August 6, 2018

**TO:** Commissioners Court  
**FROM:** Jana Onyon, Elections Administrator  
**SUBJECT:** Selection of Election Judges/Alternate Judges and Central Counting Station Personnel for 2018-2020 Term

### **ISSUE 1**

The selection of election judges and alternate election judges for Ellis County's 49 voting precincts is accomplished by the Commissioners Court as required by Section 32.002(a) of the Texas Election Code. State law mandates the Election Judge/Alternate Election Judge be appointed using a formula based on the most recent gubernatorial election. The party that obtained the highest number of votes in the precinct recommends the Election Judge position and the party receiving the second highest number of votes recommends the Alternate Election Judge position.

Attached are the recommendations from the Democratic Party and Republican Party for the appointment of Election Judges and Alternate Election Judges for the 2018-2020 term which runs from September 1, 2018 through August 31, 2020. A county chair may supplement the list of names for Election Judges until the 20<sup>th</sup> day before the General Election in case an appointed Judge becomes unable to serve.

If there are vacancies in the position of the Election Judge in some precincts where the political parties have not yet found a suitable person to serve. Both parties have committed to assist Elections office in finding persons for the vacant positions.

### **ISSUE 2**

The Election Judge and Alternate Election Judge positions for the Central Counting Station are appointed in the same manner as election precincts. The term for appointment runs concurrent to the election precinct appointments. The Elections Administrator serves as Manager of the Central Counting Station. Following are the recommended appointments:

#### **Central Counting Station**

Manager:	Jana Onyon
Tabulation Supervisor:	Greg Woodruff
Assistant Tabulation Supervisor:	John Moody
Election Judge:	Emma Pitterson (R)
Alternate Election Judge:	Becky Harris (D)

It is recommended that Commissioners Court approve the proposed Election Judges, Alternate Election Judges for Election Voting Precincts and the Central Counting Station Personnel.

# Ellis County, Texas

## Election Judges and Alternate Judges for 2018-2020 Term

Precinct		Judge/Alternate Name	Judge/Alternate Address
101, 102	Judge	REP COLLINS, ASHLEY	6409 SUNSHINE CT, MIDLOTHIAN TX 76065
	Alt. Judge	DEM FOSTER, LISA	2437 SAVANNA CIR, MIDLOTHIAN TX 76065
103, 105	Judge	REP CLARK, LINDA	3590 MOUNTAIN VIEW DR, VENUS TX 76084
	Alt. Judge	DEM MORGAN, FAITH	207 IROQUOIS LN, WAXAHACHIE TX 75165
104	Judge	REP BROOKSHIRE, JOSEPH	5613 CORNELIA CT, MIDLOTHIAN TX 76065
	Alt. Judge	DEM TREVINO, DANIEL	107 KIRKSEY ST, WAXAHACHIE TX 75165
106	Judge	REP SIBLEY, LINDA	2840 MOUNT ZION RD, MIDLOTHIAN TX 76065
	Alt. Judge	DEM LOGAN, WALTER JR	216 COUNTRY MEADOWS BLVD, WAXAHACHIE TX 75165
107	Judge	REP RADANOVIC, SHERRY	1210 BLACK CHAMP RD, WAXAHACHIE TX 75165
	Alt. Judge	DEM SMART, CASSANDRA	870 ASHFORD LN, MIDLOTHIAN TX 76065
108	Judge	REP BLAKE, ERIC	3202 BURGUNDY LN, MIDLOTHIAN TX 76065
	Alt. Judge	DEM DUGGAN, PHYLLIS	501 HOUSTON ST APT 102E, WAXAHACHIE TX 75165
109	Judge	REP NO ONE APPOINTED	
	Alt. Judge	DEM MACIAS, KIMBERLY	518 N ROGERS ST APT 103, WAXAHACHIE TX 75165
110	Judge	REP ERICKSON, BRUCE	630 CAMELLIA DR, GLENN HEIGHTS TX 75154
	Alt. Judge	DEM DOUGLAS, LIZZIE	P O BOX 965, RED OAK TX 75154
111	Judge	REP MCKETHAN, PATTY	320 PEBBLE CREEK, RED OAK, TX 75154
	Alt. Judge	DEM POINTER, LAURA	P O BOX 662, WAXAHACHIE TX 75168
112	Judge	REP ANZ, PAULA	700 ARROWHEAD RD, WAXAHACHIE TX 75167
	Alt. Judge	DEM MIMS, JACKIE	210 NOCONA DR, WAXAHACHIE TX 75165
113, 115	Judge	DEM WOODS, DELORES	1523 DREXEL DR, WAXAHACHIE TX 75165
	Alt. Judge	REP NONTE, JETTIE	P O BOX 187, WAXAHACHIE TX 75168
114	Judge	REP CRABTREE, MARGARET	607 W JEFFERSON ST, WAXAHACHIE TX 75165
	Alt. Judge	DEM DYER, MINNIE	133 ELDER ST, WAXAHACHIE TX 75165
116	Judge	REP ANZ, J.B.	700 ARROWHEAD RD, WAXAHACHIE TX 75167
	Alt. Judge	DEM LEBRETON, REBECCA	400 DUNN ST, WAXAHACHIE TX 75165
117	Judge	REP WHITE, MICHAEL	312 HARBIN AVE, WAXAHACHIE TX 75165
	Alt. Judge	DEM GREEN, LATOSHA	10149 CARLTON PKWY, WAXAHACHIE TX 75165

Precinct		Judge/Alternate Name	Judge/Alternate Address
118	Judge	REP HAWLEY, CHERI	135 SPRING BRANCH DR, RED OAK TX 75154
	Alt. Judge	DEM SCHUSTER, JUDITH	105 COMANCHE CT, WAXAHACHIE TX 75165
119	Judge	REP DOWNS, DIANA	173 ROYAL PARK LN, WAXAHACHIE TX 75165
	Alt. Judge	DEM DUNN, PHYLLIS	665 BROOKHAVEN CT, WAXAHACHIE TX 75165
120, 121, 122	Judge	REP TURNER, SANDRA G	1015 STEVENS RD, ENNIS TX 75119
	Alt. Judge	DEM EVANS, SUSAN	4409 ENSIGN RD, ENNIS TX 75119
123	Judge	DEM CARR, QUITMAN LEE	2802 HACKBERRY DR, ENNIS TX 75119
	Alt. Judge	REP WESLEY, DON	P O BOX 1253, ENNIS TX 75120
124, 127	Judge	REP BENNETT, GARY	PO BOX 8215, ENNIS TX 75120
	Alt. Judge	DEM SALLIE, SHIRLEY M	911 MERRIOT ST, ENNIS TX 75119
125, 128, 136	Judge	REP RILEY, JAN	P O BOX 792, ENNIS TX 75120
	Alt. Judge	DEM WILSON, JOANN	1117 ANTHONY DR, ENNIS TX 75119
126	Judge	REP WOOD, MARK	2901 TROON RD, ENNIS TX 75119
	Alt. Judge	DEM ALVAREZ, GUADALUPE E	P O BOX 1393, ENNIS TX 75120
129	Judge	REP MILLER, ELLEN	121 NEWMAN RD, ENNIS TX 75119
	Alt. Judge	DEM HUNTER, CARL	1675 FM 984, ENNIS TX 75119
130	Judge	REP WIMBISH, ARVEAL	609 COSBY RD, MILFORD TX 76670
	Alt. Judge	DEM GUERRERO, VICENTE	P O BOX 494, ITALY TX 76651
131	Judge	REP WESTBROOK, WILLIAM	423 L. R. CAMPBELL RD, ITALY TX 76651
	Alt. Judge	DEM MARTINEZ, LUCINDA	601 PRICE ST, ITALY TX 76651
132	Judge	REP WORTHY, TOMMIE	202 S FM 55, ITALY TX 76651
	Alt. Judge	DEM HUNTER, LORRAINE	1675 FM 984, ENNIS TX 75119
133, 134	Judge	REP BLANTON, DONNA	102 SEWELL AVE, MIDLOTHIAN TX 76065
	Alt. Judge	DEM FUDGE, BARBARA	1545 HOLDER RD, WAXAHACHIE TX 75165
135	Judge	REP SIMS, NEIL	7535 FM 66, MAYPEARL TX 76064
	Alt. Judge	DEM GATLING, GAYLA	218 SPRING LAKE CIR, WAXAHACHIE TX 75167
137	Judge	REP CARROLL, PAUL R	155 LAKESIDE DR APT 7103, WAXAHACHIE TX 75165
	Alt. Judge	DEM PADILLA, ANTONIO	925 WOLF SPRINGS RD, FERRIS TX 75125
138, 142	Judge	REP GARRETT, ROBERT	712 WILLIAMS ST, WAXAHACHIE TX 75165
	Alt. Judge	DEM PRICE, JOICE	P O BOX 211, PALMER TX 75152

Precinct		Judge/Alternate Name	Judge/Alternate Address
139, 141			
	Judge	REP WATTS, LISA	312 MYRTLE AVE, WAXAHACHIE TX 75165
	Alt. Judge	DEM JOHN, FORREST	P O BOX 1017, WAXAHACHIE TX 75168
140			
	Judge	REP HILES, MARTIN	105 HOLLY ST, WAXAHACHIE TX 75165
	Alt. Judge	DEM COLE, GINGER	207 ROCK SPRINGS CT, WAXAHACHIE TX 75168
143, 146			
	Judge	REP HURST, STEPHEN	2421 FM 813 W, PALMER TX 75152
	Alt. Judge	DEM PRITCHETT, DANNY	1015 WOODRIDGE RD, WAXAHACHIE TX 75165
144			
	Judge	REP NO ONE APPOINTED	
	Alt. Judge	DEM ALLEN, HAROLD	402 COUNTRY RIDGE LN, RED OAK TX 75154
145			
	Judge	REP SWEET, FRANCIS	407 SUNFLOWER ST, RED OAK TX 75154
	Alt. Judge	DEM LASSITER, SHARIA	400 BLUFF CRK, OVILLA TX 75154
147			
	Judge	REP MOHON, MICHAEL	110 STEEL DUST DR, RED OAK TX 75154
	Alt. Judge	DEM LEMON, MARGARET	800 NEWTON RD, FERRIS TX 75125
148, 149			
	Judge	REP BARRETT, CHEREE	308 W 12TH ST, FERRIS TX 75125
	Alt. Judge	DEM JONES, WAYNE	720 FM 983, FERRIS TX 75125