

April 28, 2017



City of Farmersville
205 S Main St
Farmersville, TX 75442

Dear Ms. Hamlin and friends at the City of Farmersville,

Independent Bank is pleased to have the opportunity to submit a proposal for comprehensive banking services to the City of Farmersville. Independent Bank is prepared to offer a full array of both traditional and cutting edge banking products and services that will bring added value in the forms of convenience, time savings, increased employee productivity, decreased liability, greater peace of mind and other significant benefits to the City.

Independent Bank is a full-service commercial bank with over \$ 8.1 billion in assets with banking offices conveniently located in Farmersville, and in the neighboring communities of Princeton, Lavon, and Anna. Independent Bank has nearly 600 employees in over 80 locations throughout the states of Texas and Colorado to serve the banking needs of the District, its employees, local residents and businesses.

Independent Bank has been serving the communities of North Texas since 1913 and enjoys the reputation of being a leading independent, community-oriented, responsive and solid local financial institution. Independent Bank is well-positioned to serve the depository needs of the District, as we currently contract state-wide with nearly 50 school districts, regional municipalities and public entities for banking services. Independent Bank is a state-chartered bank and is regulated by the Texas Department of Banking and the FDIC. Our organization is staffed by a team of dedicated, experienced and innovative professionals and we trust that you will enjoy the benefit of working with local decision makers who are interested in building long-term and mutually beneficial banking relationships.

We are grateful for the opportunity to submit this proposal. We look forward to serving you and developing a meaningful banking partnership in order to realize the financial goals of the City of Farmersville.

If you have any questions regarding this proposal, please feel free to call me at 972-782-6181 or e-mail me at jbratcher@ibtx.com. Thank you in advance for your favorable consideration of our proposal. We will always look forward to exceeding your expectations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Johnny Bratcher", with a long horizontal line extending to the right.

Johnny Bratcher
Executive Vice President/Regional President
NMLS #709983

Transmittal Letter

I do hereby certify that I am authorized to act on behalf of Independent Bank to bind the Bank to the terms and conditions outlined in the attached Bid for Depository Services submitted to the City of Farmersville submitted April 28, 2017. This bid is valid for 180 days from the date of submission. If you wish to contact me, please do so as follows:

In Person: Independent Bank, 1600 Redbud Blvd #400 McKinney TX 75069

By Phone: 972-562-9004

By Email: afeagin@ibttx.com

By Fax: 972-562-7734

Signed:



Amy Feagin, Senior Vice President/Treasurer

**CITY OF FARMERSVILLE
REQUEST FOR PROPOSAL FOR BANKING SERVICES**

I. INTRODUCTION

The City of Farmersville is requesting proposals for a banking services contract to be awarded May 9th, 2016 with service to begin June 1, 2017 and extend through June 30, 2022. Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. This Request for Proposal (RFP) represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions.

II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

A. MINIMUM QUALIFICATIONS

To assure a close working relationship, to facilitate available services, and to support local business, the entity may give priority to those banks with full service capabilities within the City limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

B. PROPOSAL SUBMISSION INSTRUCTIONS

1. Proposal Format

In order to fully and equitably evaluate each bank's ability to meet the banking services needs of the City, a standard reply format is required. Each proposal must include a response to each item in the RFP in the order given. Only proposals submitted in the prescribed format and using the exhibit forms provided will be evaluated for contract award.

2. Submission Requirements

The City of Farmersville is soliciting separate, sealed proposals for banking services. It is the City's intent to provide the best possible pricing and service for the citizens of Farmersville. The bidders shall provide, in a good workmanlike manner, the services called for and described herein. The RFP shall be received in a sealed envelope to include all material regarding the services as described herein. The RFP shall be submitted to:

Daphne Hamlin, Finance Director
City of Farmersville
205 S. Main Street
Farmersville, TX 75442

RFP Questions

Questions regarding this RFP or the service requested will be accepted in written form at the address below on or before 5:00 pm, April 28th, 2017. Responses to all material questions submitted will be communicated to each prospective bidder.

Daphne Hamlin, Finance Director
City of Farmersville
205 S. Main Street
Farmersville, TX 75442
Office: (972) 972-6151
Fax: (972) 972-6604
E-mail: d.hamlin@farmersvilletx.com

3. Request for Proposal Amendments

Modifications or additions may be made as a result of questions submitted. Written notification of any such change will be made in writing to all known bidders.

5. Selection Criteria

Evaluation of proposals will be made on the basis of the following objectives:

Time deposit interest rates
Cost of Service
Service availability
Safety and creditworthiness of bank

6. Award of Bid and Service Initiation

The contract is to be awarded by City Council at its meeting May 9, 2017.

III. REQUIRED FINANCIAL INSTITUTION INFORMATION

All banks must provide, as part of the proposal:

- audited financial statements for the most recent fiscal year,
- a copy of the current call report, and
- a statement regarding any recent or foreseen merger or acquisition.

All current financial information for Independent Bank can be found on our website at the following link in the Investor Relations section.

<http://investor.independent-bank.com/financials.cfm>

UBPR & Call Report Information:

https://www2.fdic.gov/idasp/confirmation_outside.asp?inCert1=3076

See attachments regarding our most recent acquisition.

IV. REQUIRED BANKING SERVICES

This section lists all the services to be provided by the bank under this agreement. Attachment A lists each of these services. The bank should use this Attachment to provide the specific price for each service.

A. Consolidated Account Structure

The bank is to provide a master consolidation account and zero balance accounts from which daily balance and detail reporting is available. The City's current account structure contains the following accounts:

Account Title
City of Farmersville Operating Account
City of Farmersville Money Market Account
City of Farmersville Interest and Sinking Account

Independent Bank will offer the NOW Account, an interest bearing non-analyzed checking account for all of the City's DDA accounts. The rate may be negotiated during any extension terms. Interest would pay at the account level.

Independent Bank is proposing Public Fund NOW accounts free of service charges. The depository accounts shall be NOW Checking Accounts which will earn the NOW Rate plus 60 basis points. Rate as of April 17, 2017 is $0.05\% + 0.60\% = 0.65\%$. This will apply to all accounts for the City.

Accounts can be structured as ZBA's as necessary to meet the City's needs. Money Markets accounts are available; however, with the proposed NOW account structure will not be necessary as the City will earn interest on all accounts.

- Facilitate Direct Deposit of Employee Payroll via ACH Origination: Payroll
- Facilitate other Payments via ACH Origination: Payments
- Facilitate Collections via ACH Origination: Collections
- Facilitate Tax Payments via ACH Origination: Payments
- Manage Users – accounts and access rights
- Establish secure messages or email alerts on accounts and transactions
- Manually enter or Upload Positive Pay files
- Manage Positive Pay exception items
- Research and prepare Positive Pay/Account Reconciliation reports
- Facilitate Wire Transfers
- Establish and Facilitate Bill Payments

In the event the online banking system is unavailable, information may be obtained by contacting the Farmersville Branch of Independent Bank. Information will be available by phone, fax, email, or printed in person to accommodate the City's needs. However, Independent Bank's Online Banking system has a strong record of 'up-time'.

Daily balance information is available in real-time via Online Banking.

Please visit the below link for guides and user manual for screen shot samples in Online Banking Commercial Users Guide UUX-Treasury.

<https://www.independent-bank.com/home/treasury-management-forms-and-reports.html>

D. Investment of Idle Funds and Safekeeping of City Securities

All certificates of deposit bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank. If the bank is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the bank itself, the collateral must be held in the trust department of the bank in a separate account.

Independent Bank does not offer Repurchase Agreements.

In regards to securing idle funds invested in Certificates of Deposit, the Bank does utilize FHLB Letters of Credit and the CDARS program to collateralize any Certificates of Deposit exceeding allowed FDIC coverage.

Time Deposit rates can be negotiated at time of investment needed. Independent Bank will offer at a minimum of 10 bps above our then current rates.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. There will be approximately ten securities in safekeeping at any time. All clearing and safekeeping will

be in the bank or its correspondent. All correspondent and safekeeping arrangement will be stipulated in the proposal.

Independent Bank can offer safekeeping services through The Independent Banker's Bank (TIB). Transactions will not be available online. The deadline for settlement instructions on a 'cash' (same-day) settlement is 10:30 am Central Time. The fee for late instruction is \$20 per transaction. Pricing is applied by TIB and their pricing will apply to the District. Pricing structure is listed below:

\$0.50 per Asset plus \$0.02 per \$10M Par Value

\$6.00 per pledge change

\$2.00 for each credit advice

\$6.00 for P&I paydown

\$3.00 monthly charge

E. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

Agreed. Independent Bank will pay all City of Farmersville checks upon presentation free of charge.

F. Standard Deposit Services

The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The Bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

Independent Bank's Funds Availability policy is included. See Attachments. However, it should be noted that the Bank will not place holds on the City's funds.

The Farmersville Branch daily cut-off time is 6:00 pm Central Time, Monday through Friday excluding Bank Holidays. Any deposits made in the Remote Deposit system have a 6:00 pm Central Time cut-off.

The Primary location for the City will be the Farmersville Branch located at 223 McKinney St, Farmersville, TX 75442, night deposit is available and night drop bags can be provided to the City at no charge. The City will drop off after our deposits in the night drop. The next business morning the branch will open the night drop in dual control and work the deposits. Receipts and bags can be picked up later that day.

G. Reporting and Account Analysis

Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within ten business

days of the next month.

If desired, Independent Bank may furnish an analysis-styled report of activity and services provided. However, a traditional account analysis report is not applicable as Independent Bank is not proposing an earnings credit rate or charging the City for activity or services. A sample analysis statement is included. The Bank's monthly statement cut-off date is the last day of every month. We allow 3 to 5 days for processing and mailing of paper statements. Monthly statement activity and images are available in online banking for a minimum of twelve months. E-Statements containing images are available for 60 (sixty) days. CD- ROMs are available upon request.

H. Account Executive

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the City's account.

The City should direct any day-to-day operational or other customer service requests to Shannon Palmer. Ms. Palmer will either personally handle the request or direct the request to the appropriate party or department. Should an escalation in customer service be required, Ms. Palmer shall include Regional President, Johnny Bratcher.

Depository officer as a primary contact.

Name Shannon Palmer

Title Branch Services Supervisor

Telephone # 972-782-6181

Fax # 972-784-6362

Email spalmer@ibtx.com

Shannon Palmer currently serves as Branch Services Supervisor for the Independent Bank Farmersville location. Shannon Palmer started in banking in 2009 at First Bank Farmersville, then after the merger continued on to work for Independent Bank. Palmer started off in a teller position and worked her way up to be Branch Services Supervisor. Palmer makes it a priority to serve her customers to the best of her ability and to form long lasting relationships within her community.

Depository representative as a backup.

Name Johnny Bratcher

Title EVP/Regional President

Telephone # 972-782-6181

Fax # 972-784-6362

Email jbratcher@ibttx.com

Johnny Bratcher currently serves as an Executive Vice President for Independent Bank and currently oversees seven Independent Bank locations. Bratcher started his banking career in 1975 at the then First National Bank Farmersville, which through a merger of First Bank Farmersville in 2010 is now Independent Bank. Bratcher joined Independent Bank in 2001 and transferred back to Farmersville when First Bank Farmersville completed the merger in 2010. In the seven locations Bratcher oversees, Independent Bank serves as the depository for several Cities, School Districts and Special Utility Districts.

I. Direct Deposit

Describe the requirements and deadlines for computer tap for ACH transactions. The proposal should indicate when funds will be available in participating banks.

Independent Bank offers ACH Origination services. Transmission for ACH transactions is available through online banking. One-time and recurring ACH transactions may be initiated.

ACH Transactions must be submitted and approved by 5:00 pm Central Time, on Thursday to pay Friday payroll. One business day processing is required with 5:00 pm cut-off time.

Daylight Overdraft Provisions: Every effort will be made to eliminate daylight overdraft situations on the account. However, in case this situation does arise, the proposal should include any and all bank policies regarding daylight overdrafts charges or handling procedures.

The Bank does not currently track daylight overdrafts. If there is a true overdraft on the aggregated accounts level, the Bank will not charge the City on that overdraft for up to 5 (five) business days. If the overdraft continues beyond 5 days, a 5% per annum interest charge based on the outstanding balance will be assessed.

M. Stop Payments

The proposal must include a statement on the proposed stop payment process on an automated or manual basis.

Stop payments can be processed manually or online. The deadline for online banking submission of stop payment orders is 4:00 pm Central Time, Monday through Friday excluding Bank Holidays. The deadline for in-person submission of stop payment orders is 5:00 pm Central Time, Monday through Friday excluding Bank Holidays. If the stop payment is initiated online no paper follow-up is required.

N. Collateralization of Deposits

The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit of \$250,000 . Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between the bank and the entity. Substitution will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral.

Independent Bank will secure deposits in excess of FDIC coverage by way of pledging securities held for safekeeping with its correspondent bank, The Independent Banker's Bank (TIB), or by issuance of a letter of credit in favor of the City issued by the Federal Home Loan Bank (FHLB)(Preferred method).

Independent Bank agrees to collateralize deposits for the City up to the maximum anticipated collateral requirement.

O. Additional Services

If new services become available and are provided during the period of this contract, they will be charged at the banks then published rate.

Agreed.

V. **OTHER SERVICES**

The City is interested in obtaining service and cost information on additional services for possible use during the contract period. These services are not required but will be evaluated in terms of availability, feasibility, service levels, service providers and cost The City will make its determination after receipt of proposals as to whether a service will be used. If the service is accepted later in the contract period the services and charges stipulated in the proposal will be applied.

A. Lockbox Services

The City may choose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service.

Independent Bank offers lockbox services through a third party provider located in the Dallas/Fort Worth metroplex. Services can be customized to fit the City of Farmersville's needs. Payments are sent to a centralized post office box with a Dallas address and collected daily for processing. As this is offered through a third party applicable pricing from the vendor will be assessed.

VI. Bank Compensation

Any net settlement on compensating balances will be made annually. If fees are chosen as the payment methodology, fees will be paid monthly after receipt of the account analysis.

Not Applicable.

Independent Bank is proposing interest bearing NOW accounts free from service charges.

ATTACHMENT A - BANKING SERVICES CHARGES

*Any and all anticipated service charges must be shown on this form
to be applicable under the agreement. Add additional lines as required.*

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per month	0
Daily Balance Reporting	Per month	0
Zero Balanced Accounts		0
Master Account	Per month	0
Subsidiary Accounts	Per month	0
Credits Posted	Per transaction	0
Debits Posted	Per transaction	0
Encoding charge	Per transaction	0
ACH Processing	Per transaction	0
Origination of file	Per tape	0
ACH deletions	Per transaction	0
ACH entries	Per transaction	0
Returned checks	Per transaction	0
Controlled Disbursement	Per account/per month	0
Reconciliation	Per month	0
Sort list tape	Per transaction	0
Sort and list	Per transaction	0
Items Deposited		
Deposits	Per transaction	0
Commercial deposits	Per transaction	0
Group I items	Per transaction	0
Group II items	Per transaction	0
Group I11 items	Per transaction	0
Group IV items	Per transaction	0
Stop payments	Per transaction	0
Wire Transfers		
Incoming	Per transaction	0
Outgoing	Per transaction	0
Investment Safekeeping		
Safekeeping interest/credit	Per transaction	See Section D
Safekeeping receipt deposit	Per transaction	See Section D
Safekeeping outgoing	Per transaction	See Section D
Securities DVP FRB	Per transaction	See Section D
Securities DVP NY	Per transaction	See Section D
Check Printing	Per transaction	0 if ordered thru Bank vendor
Extra Statements	Per transaction	0
Disposable Bank Bags	Per Item	0 if ordered thru Bank Vendor
Lockbox	Per month	Vendor Priced
Cutbacks	Per transaction	Vendor Priced
Special handling		Vendor Priced



Press Release

For Immediate Release

Independent Bank Group, Inc. Completes Acquisition of Carlile Bancshares, Inc.

McKINNEY, Texas, April 3, 2017 /Globe Newswire -- Independent Bank Group, Inc. (Nasdaq: IBTX), the holding company for Independent Bank, today announced the completion of the acquisition of Carlile Bancshares, Inc. Carlile Bancshares conducts its banking operations through its wholly owned subsidiary, Northstar Bank, Denton, Texas, that operates 24 full service banking locations in Texas and 18 full service banking locations in Colorado. As of September 30, 2016, Carlile Bancshares reported total assets of \$2.3 billion, total loans of \$1.5 billion, total deposits of \$1.9 billion, and total equity capital of \$383 million.

Under the terms of the definitive agreement, Independent Bank Group issued 8,804,751 shares of Independent Bank Group common stock as consideration for all of the outstanding securities of Carlile Bancshares and paid \$19.0 million in cash to cash out options to purchase shares of Carlile Bancshares common stock.

About Independent Bank Group

Independent Bank Group, through its wholly owned subsidiary, Independent Bank, provides a wide range of relationship-driven commercial banking products and services tailored to meet the needs of businesses, professionals and individuals. Prior to the acquisition, Independent Bank Group operated 41 banking offices in three market regions located in the Dallas/Fort Worth, Austin and Houston, Texas areas. For more information, please visit the Company's website at www.ibtx.com

Contacts:

Analysts/Investors:

Michelle Hickox
Executive Vice President and Chief Financial Officer
(972) 562-9004
mhickox@ibtx.com

Media:

Peggy Smolen
Marketing & Communications Director
(972) 562-9004
psmolen@ibtx.com

Source: Independent Bank Group, Inc.

IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS
from

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the corresponding amount of funds that are already in your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

Case-By-Case Delays - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at

the time you make your deposit. We will also tell you when the funds will be available if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions - In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- * We believe a check you deposit will not be paid.
- * You deposit checks totaling more than \$5,000 on any one day.
- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * There is an emergency, such as failure of computer or communications equipment.

We will also notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds for deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit. If the deposit meets certain conditions, for example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other deposits will be available on the seventh business day after the day of your deposit.

SPECIFIC ACCOUNT DETAILS

Terms following a " ☐ " apply only if checked.

Acct: _____

Acct #: _____

Date: _____ ☐ Rate(s) accurate as of this date.

EARNINGS

☐ Interest: ☐ Variable Rate OR ☐ Fixed Rate

☐ The interest rate for your account is _____ %.

☐ The interest rate(s) may change.

☐ We will pay the rate(s) on this account _____

☐ We will not decrease this rate unless we give you at least _____ days' notice in writing.

☐ **Tiered rate:** The interest rate for your account depends upon the applicable rate tier(s).

☐ **Initial rate:** The initial interest rate _____

Variable Rate Determination

☐ At our discretion, we may change the interest rate(s).

☐ The interest rate(s) _____

Variable Rate Change Frequency

☐ We may change the interest rate(s) on your account _____

☐ _____

Variable Rate Change Limitations

☐ The interest rate will not be less than _____ %.

☐ The interest rate will not be more than _____ %.

☐ _____

☐ **Credit Against Fees:** This account earns a credit that may be applied against _____

☐ If the amount of the credit exceeds the amount of these fees, you will not receive any credit for the difference.

☐ The earnings credit will be calculated by applying the _____ rate of _____ to the _____ balance in the account for each _____

☐ The _____ earnings credit rate for this account is _____.

☐ At our discretion and at any time, we may change the rate.

☐ _____

Accrual of Earnings on NonCash Deposits

☐ Earnings begin to accrue no later than the business day we receive credit for noncash items (for example, checks).

☐ For deposits of noncash items (for example, checks), earnings begin to accrue _____

Interest Compounding and Crediting

☐ Interest _____ be compounded _____

☐ Interest will be credited _____

☐ Effect of closing - If you close your account before interest is credited, you _____ receive the accrued interest.

Balance Computation Method

☐ **Daily Balance Method.** This method applies a daily periodic rate to the principal balance for each day.

☐ **Average Daily Balance Method.** This method applies a periodic rate to the average daily balance for the _____

☐ _____

MINIMUM BALANCE REQUIREMENTS

☐ **Balance to open.** You must deposit at least \$ _____ to open this account.

☐ _____

☐ **Balance to avoid imposition of fees.**

☐ To avoid the imposition of the _____ you must meet _____ following requirement(s):

☐ A _____ of \$ _____

will be imposed every _____

if the balance in the account falls below \$ _____

any day of the _____

☐ A _____ of \$ _____

will be imposed every _____

if the average daily balance for the _____

falls below \$ _____

☐ _____

☐ _____

Balance to obtain earnings.

☐ You must maintain a minimum _____ balance of \$ _____ to obtain the disclosed rate(s).

☐ _____

TRANSACTION LIMITATIONS

- ☐ Transfers from this account to another account or to third parties by means of ☐ preauthorized, ☐ automatic, ☐ telephonic, ☐ _____ transfers are limited to _____ per _____.

No more than _____ of these may be made by ☐ check, ☐ draft, ☐ debit card,

☐ _____, or similar order to a third party.

☐ If you exceed the transfer limitations set forth above during any _____, your account may be _____.

☐ _____

☐ _____

ACCOUNT SPECIFIC FEES

- ☐ See our separate fee disclosure for fees that may apply.

☐ _____

☐ _____

ADDITIONAL TIME ACCOUNT TERMS

- ☐ Your account will mature _____.

☐ _____

- ☐ Your account has no definite maturity date. To withdraw any or part of this deposit without penalty, we must receive at least

_____ written notice from you of your intention to make a withdrawal. The notice must specify the exact amount and date of the intended withdrawal. Interest will no longer accrue after the withdrawal date specified in your notice on the amount specified in your notice. The date of intended withdrawal of the last funds in the account, or the termination date, is considered to be the maturity date.

- ☐ **Callable account:** We may terminate (call) this account by giving you _____ days' notice.

- ☐ **Early Withdrawal Penalty:** A penalty ☐ may ☐ will be imposed for withdrawals before maturity. The penalty will equal:

☐ 7 days' interest on the amount withdrawn if the withdrawal is made within the first 6 days after the deposit.

ADDITIONAL TERMS

☐ _____

- ☐ For variable rate accounts, the interest rate we will use to calculate the penalty will be: _____

We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw. Some exceptions may apply.

- ☐ If you withdraw some of your funds before maturity, the interest rate for the remaining funds in your account will be _____ %.

- ☐ We reserve the right to treat a withdrawal which would reduce the remaining balance below the required minimum initial deposit or minimum balance as a withdrawal of the entire account balance and calculate the penalty accordingly.

- ☐ **Single Maturity:** This account will not renew automatically at maturity. If you do not renew the account, _____

- ☐ **Automatic Renewal:** This account will automatically renew at maturity.

- ☐ You will have a grace period of _____ days after maturity to withdraw the funds without penalty.

- ☐ **Preventing Renewal:** This account will not renew if you withdraw the funds on the maturity date or if we receive written notice from you on or before the maturity date of your intention not to renew.

Renewal Rate

- ☐ The interest rate upon renewal will be equal to the rate we are then offering on new time accounts with the same features as the renewed account.

- ☐ Upon renewal, interest will be calculated on the same variable rate basis as during the original term.

☐ _____

Renewal Term

- ☐ Each renewal term will be the same as the original term, beginning on the maturity date.

- ☐ Each renewal term will be _____

ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

☐ (a) **Prearranged Transfers.**

- ☐ Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your ☐ checking and/or ☐ savings account(s).
- ☐ Preauthorized payments. You may make arrangements to pay certain recurring bills from your ☐ checking and/or ☐ savings account(s).

☐ (b) **Telephone Transfers.** You may access your account(s) by telephone at _____ using a touch tone phone, your account numbers, and _____ to:

- ☐ Transfer funds from checking to savings
- ☐ Transfer funds from savings to checking
- ☐ Transfer funds from _____ to _____
- ☐ Transfer funds from _____ to _____
- ☐ Make payments from checking to loan accounts with us
- ☐ Make payments from _____ to _____
- ☐ Make payments from _____ to _____
- ☐ Get checking account(s) information
- ☐ Get savings account(s) information

☐ (c) **ATM Transfers.** You may access your account(s) by ATM using your _____ and personal identification number to:

- ☐ Make deposits to checking accounts
- ☐ Make deposits to savings accounts
- ☐ Get cash withdrawals from checking accounts you may withdraw no more than _____ per _____
- ☐ Get cash withdrawals from savings accounts you may withdraw no more than _____ per _____
- ☐ Transfer funds from savings to checking
- ☐ Transfer funds from checking to savings
- ☐ Transfer funds from _____ to _____
- ☐ Make payments from checking account to _____

- ☐ Make payments from _____ to _____
- ☐ Get checking account(s) information
- ☐ Get savings account(s) information

☐ (d) **Point-Of-Sale Transactions.**

Using your card:

- ☐ You may access your ☐ checking account ☐ _____ account(s) to purchase goods (☐ in person, ☐ by phone, ☐ by computer), pay for services (☐ in person, ☐ by phone, ☐ by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- ☐ You may not exceed more than \$ _____ in transactions per _____

☐ (e) **Computer Transfers.** You may access your account(s) by computer by _____

_____ and using your _____ to:

- ☐ Transfer funds from checking to savings
- ☐ Transfer funds from savings to checking
- ☐ Transfer funds from _____ to _____
- ☐ Transfer funds from _____ to _____
- ☐ Make payments from checking to loan accounts with us
- ☐ Make payments from _____ to _____
- ☐ Make payments from _____ to _____
- ☐ Get checking account(s) information
- ☐ Get savings account(s) information

- ☐ **(g) Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via

[illegible]

FEES

- ☐ We charge _____ each _____
_____ to our customers whose accounts
are set up to use _____.
- ☐ We charge _____ each _____
_____ but only if the _____
_____ balance in the _____
_____ falls below _____
_____ during the _____.
- ☐ _____
- ☐ _____

Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

(a) **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- ☐ automated teller machine
☐ point-of-sale terminal.

☐ You may not get a receipt if the amount of the transfer is \$15 or less.

(b) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 30 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

(c) In addition,

- ☐ You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- ☐ You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- ☐ If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- ☐ _____
- _____
- _____

PREAUTHORIZED PAYMENTS

(a) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

☐ We charge _____ for each stop payment.

(b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

(a) **Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) ☐ if you give us written permission.
☐ as explained in the separate Privacy Disclosure.
☐ _____

UNAUTHORIZED TRANSFERS

(a) **Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

☐ **Visa® Debit Card.** Additional Limits on Liability for _____

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

☐ **MasterCard® Debit Card.** Additional Limits on Liability for _____

You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

☐ _____

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ADDITIONAL INFORMATION:

*By signing below customer acknowledges receipt of pages
1, 2, 3, 4 and 5 of this notice:*

Signed

Dated

INSTITUTION (name, address, telephone number,
business days)

TRUTH IN SAVINGS DISCLOSURE

Terms following a ☐ apply only if checked.

Acct: _____

Acct #: _____

Date: _____

☐ The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at _____.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than _____ days notice in writing before any withdrawal from an interest bearing account.

☐ FIXED RATE

☐ The interest rate for your account is _____ % with an annual percentage yield of _____ %. We will pay this rate _____ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates _____ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

☐ VARIABLE RATE

☐ The interest rate for your account is _____ % with an annual percentage yield of _____ %. Your interest rate and annual percentage yield may change.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate

☐ At our discretion, we may change the interest rate on your account.

☐ The interest rate for your account _____

☐ The fixed initial rate is not determined by this rule.

☐ The initial interest rate on your account _____

Subsequent rates _____

Frequency of rate change

☐ We may change the interest rate on your account _____

☐ Your initial interest rate will not change _____

We may change the interest rate on your account at that time and _____ thereafter.

Limitations on rate changes

☐ The interest rate for your account will not _____ by more than _____ each _____ .

☐ The interest rate will not be less than _____ % or more than _____ %.

☐ The interest rate will not _____

the interest rate initially disclosed to you.

Minimum Balance Requirements

☐ To open the account. You must deposit at least \$ _____ to open this account.

☐ To avoid imposition of fees.

To avoid the imposition of the _____ you must meet _____ following requirements:

☐ A _____ of \$ _____ will be imposed every _____

if the balance in the account falls below \$ _____ any day of the _____ .

☐ A _____ of \$ _____ will be imposed every _____

if the average daily balance for the _____ falls below \$ _____ .

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is _____ .

To avoid the imposition of the _____ you must meet _____ following requirements:

☐ A _____ of \$ _____ will be imposed for _____

transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account

falls below \$ _____ any day of the _____

☐ A _____ of \$ _____ will be imposed for _____

transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the _____ falls below _____

\$ _____. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is _____.

☐ To obtain the annual percentage yield disclosed.

☐ You must maintain a minimum balance of

\$ _____ in the account each day to obtain the disclosed annual percentage yield.

☐ You must maintain a minimum average daily balance of \$ _____ to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is _____.

Compounding and Crediting

☐ Frequency - interest _____ be compounded _____.

Interest will be _____.

☐ Effect of closing an account - If you close your account before interest is credited, you _____ receive the accrued interest.

Balance Computation Method

☐ Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

☐ Average Daily Balance Method. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is _____.

Accrual of interest on noncash deposits

☐ Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

☐ Interest begins to accrue _____.

you deposit noncash items (for example, checks).

Bonuses

☐ You will _____

as a bonus _____.

☐ You must maintain a minimum _____ of \$ _____ to obtain the bonus.

☐ To earn the bonus, _____.

Transaction Limitations

☐ The minimum amount you may deposit is

\$ _____.

☐ The minimum amount you may withdraw is

\$ _____.

☐ During any _____,

you may not make more than _____ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

☐ _____

SAFEKEEPING AGREEMENT FOR _____

This agreement is made and entered into on this ____ day of _____, 20____,
by and between _____ hereinafter referred
to as PUBLIC ENTITY, and _____
hereinafter referred to as DEPOSITORY BANK and TIB-The Independent BankersBank
hereinafter referred to as CUSTODIAN BANK.

WITNESSETH:

WHEREAS, PUBLIC ENTITY and DEPOSITORY BANK have entered into a Depository Contract; and

WHEREAS, under the provisions of law and the Depository Contract the DEPOSITORY BANK must secure the deposits of the PUBLIC ENTITY by pledging investment securities to the PUBLIC ENTITY; and

WHEREAS, the securities pledged by DEPOSITORY BANK under the Depository Contract must be transferred to and held by a bank selected for such safekeeping thereof; and

WHEREAS, the PUBLIC ENTITY and DEPOSITORY BANK have mutually agreed and selected TIB-The Independent BankersBank as the Safekeeping Custodian Bank hereinafter referred to as CUSTODIAN BANK.

NOW, THEREFORE, the parties agree hereto as follows:

1. The DEPOSITORY BANK hereby places with CUSTODIAN BANK certain investment securities owned by the DEPOSITORY BANK which are pledged to the PUBLIC ENTITY as security for its deposits with the DEPOSITORY BANK.
2. In accordance with the Depository Contract, the DEPOSITORY BANK may from time to time place with the CUSTODIAN BANK additional securities pledged to the PUBLIC ENTITY. Whenever securities pledged to the PUBLIC ENTITY are pledged by the DEPOSITORY BANK with the CUSTODIAN BANK, the CUSTODIAN BANK shall issue original safekeeping receipts directly to the DEPOSITORY BANK. These securities will be surrendered only upon a release signed by proper officials of PUBLIC ENTITY and bearing the certificate of an officer of the DEPOSITORY BANK, to the effect that the persons signing are the proper authorized officials to sign release of securities held by CUSTODIAN BANK.
3. The DEPOSITORY BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against all loss, cost or expense, including reasonable attorney's fees, arising out of or relating to the failure to perform the duties imposed on it by this Safekeeping Agreement.
4. CUSTODIAN BANK agrees to faithfully perform all of the duties it is responsible for under the account agreement and indemnifies the PUBLIC ENTITY against gross negligence or willful misconduct.

5. DEPOSITORY BANK agrees to pay all costs or charges imposed by CUSTODIAN BANK for the performance of the services it provides under the terms of this Safekeeping Agreement.

6. In the event said DEPOSITORY BANK shall at any time default in the payments of any funds of PUBLIC ENTITY deposited with it, or should default in the performance of any obligation upon it by the law of the depository of said PUBLIC ENTITY, then the CUSTODIAN BANK, at the request of PUBLIC ENTITY, shall sell for the account of PUBLIC ENTITY securities deposited with it to make good such default, and shall deliver the proceeds of such sale in the amount of said default to PUBLIC ENTITY.

7. Any suit arising out of or in any way connected with this Agreement shall be brought in a court of proper jurisdiction in _____ County, _____.

EXECUTED on this ____ day of _____, 20____.

Depository Bank

Printed Name and Title

Signature

Public Entity

Printed Name and Title

Signature

TIB – The Independent Bankers Bank

Custodian Bank

Printed Name and Title

Signature

EXHIBIT I:

**Form of Agreement to Secure
Public Unit Deposits**



Agreement to Secure Deposits

**Federal Home Loan Bank of Dallas,
Custodian Attn.: Member Services desk
8500 Freeport Parkway South, Suite 100
Irving, TX 75063
Facsimile number: 214.441.8512**



Member driven.
Community focused.

fhlb.com

If to the Depositor:

_____(Depositor's Name)
Attn.: _____
_____(street address)
_____(floor or suite number)
_____(City, State, and ZIP code)
Facsimile number: _____

The Member hereby irrevocably instructs the Custodian to make an allocation of \$ _____ to the Allocated Letter of Credit Amount of the undersigned Depositor, and agrees that such allocation shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

Each Party hereby agrees that the Terms and Conditions are hereby incorporated into this Agreement as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date (as defined below).

MEMBER:

DEPOSITOR:

By: _____

By: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Agreement and Acknowledgement

The undersigned Custodian hereby agrees and acknowledges the Agreement set forth above as of the _____ day of _____, 20__ (the "Effective Date")

FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN

By: _____

Name: _____
(print)

Title: _____

Custodial Services Standard Terms and Conditions for Public Unit Deposits

These Custodial Services Standard Terms and Conditions for Public Unit Deposits (the "Terms and Conditions"), effective on a continuing basis as of the Effective Date, govern all future custodial services among the Member, the Depositor, and the Custodian.

Section 1. Definitions

Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Agreement.

"Agreement" means with respect to each Depositor an Agreement to Secure Public Unit Deposits among the Member, such Depositor, and the Custodian substantially in the form of Exhibit I attached hereto pursuant to which the Parties have decided to make a portion of the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts as outlined in such agreement and which such agreement incorporates the Terms and Conditions herein.

"Allocated Letter of Credit Amount" means with respect to each Public Unit Beneficiary the dollar amount that the Public Unit Beneficiary may from time to time instruct, in accordance with these Terms and Conditions, the Custodian to draw under the Letter of Credit and remit to the Public Unit Beneficiary, as such amount is reduced from time to time by any amounts the Custodian draws under the Letter of Credit and remits to such Public Unit Beneficiary, and includes the Public Unit Beneficiary's Allocated Share of any Cash Collateral that the Custodian holds on behalf of one or more Public Unit Beneficiaries.

"Allocated Share" means with respect to any Public Unit Beneficiary Cash Collateral multiplied by a percentage, the numerator of which is the Public Unit Beneficiary's Allocated Letter of Credit Amount and the denominator of which is the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries, both calculated immediately prior to a draw under the Letter of Credit by the Custodian pursuant to Section 4.6 of these Terms and Conditions.

"Business Day" means any day on which FHLBank Dallas is open for business.

"Cash Collateral" has the meaning ascribed to such term in Section 4.7 hereof.

"Claim" has the meaning ascribed to such term in Section 6 hereof.

"Custodian" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor" has the meaning ascribed to such term in the preamble of the Agreement.

"Depositor Accounts" has the meaning ascribed to such term in the first recital of the Agreement.

"Effective Date" has the meaning ascribed to such term in the Agreement.

"Exhibit II Instruction" has the meaning ascribed to such term in Section 2.4 hereof.

"Exhibit III Instruction" has the meaning ascribed to such term in Section 3.2 hereof.

"Exhibit Instruction" means each of an Exhibit I Instruction and an Exhibit II Instruction.

"Letter of Credit" means collectively one or more irrevocable letters of credit issued by FHLBank Dallas on behalf of the Member, naming the Custodian as beneficiary thereunder, and authorizing the Custodian to make draws under such letters of credit upon the presentation to FHLBank Dallas of a sight draft and the original of the applicable letter of credit, as such letters of credit may from time to time be increased in amount, extended as to maturity, or replaced upon their maturity, all in accordance with the terms of these Terms and Conditions.

"Public Unit" means any state, county, city, municipal, or other local government and any subdivision or agency of any of the foregoing.

"Public Unit Beneficiary" means any Public Unit that has entered into an agreement with and among the Custodian and the Member, substantially in the form of the Agreement, pursuant to which the proceeds of the Letter of Credit are available to collateralize Public Unit Deposits, and, for the avoidance of doubt, Public Unit Beneficiary includes the Depositor.

"Public Unit Deposits" means the funds maintained by a Public Unit in deposit accounts at the Member.

"Term" means the period commencing on the Effective Date and ending on the Termination Date.

"Termination Date" means the earlier of (i) the date on which the Parties agree in writing to terminate the Agreement and (ii) the date by which the Custodian has drawn under the Letter of Credit the full amount of the Allocated Letter of Credit Amount of the Depositor and remitted the proceeds of such draw under the Letter of Credit to the Depositor.

"Termination Time" means the close of business on the Termination Date.

Section 2. Rights and Obligations of the Member

2.1 The Member covenants that during the Term it shall cause the Letter of Credit to remain in full force and effect and in an amount, together with Cash Collateral held by the Custodian on behalf of Public Unit Beneficiaries, equal to or greater than the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries.

2.2 The Member covenants that during the Term it shall cause the Allocated Letter of Credit Amount of the Depositor at all times to be equal to or greater than the aggregate amount of funds in the Depositor Accounts, as such amount may change from time to time.

2.3 From time to time, the Member, the Custodian, and the Depositor shall execute an Agreement directing the Custodian to increase the Allocated Letter of Credit Amount of the Depositor; provided, however, that the Parties acknowledge that any such increase in the Allocated Letter of Credit Amount of the Depositor pursuant to an Agreement shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.4 Provided that it is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Member shall be entitled to require the Depositor to execute and deliver to the Custodian (with a copy to the Member) a written instruction, in the form attached hereto as Exhibit II (each an "Exhibit II Instruction"), instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor in accordance with the provisions of Section 3.1 of these Terms and Conditions; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Member has any rights under this Section 2.4; (ii) that the Custodian shall be obligated to reduce the Allocated Letter of Credit Amount of the Depositor only

upon the receipt of an Exhibit II Instruction executed by the Depositor and the Member; and (iii) that any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.5 The appointment of a conservator or receiver for the Member shall be deemed to be a breach of the Member's obligations under Section 2.2 of these Terms and Conditions.

Section 3. Rights and Obligations of the Depositor

3.1 Provided that the Member is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor shall from time to time, at the request of the Member, execute and deliver to the Custodian (with a copy to the Member) an Exhibit II Instruction, instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor by an amount equal to the amount by which the Allocated Letter of Credit Amount of the Depositor exceeds the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Depositor has any obligation under this Section 3.1; (ii) that the Custodian shall be obligated to execute any such acknowledgement only upon the receipt of the written instruction provided for in this Section 3.1; and (iii) any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

3.2 If, at any time during the Term, the Member is in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor may execute and deliver to the Custodian a written instruction, in the form attached hereto as Exhibit III (each an "Exhibit III Instruction"), instructing the Custodian to draw under the Letter of Credit an amount equal to the lesser of (i) the Allocated Letter of Credit Amount of the Depositor and (ii) the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts and to remit to the Depositor the proceeds of such draw under the Letter of Credit.

3.3 The Depositor agrees that its receipt of any and all funds pursuant to Section 3.2 of these Terms and Conditions shall (i) reduce the Allocated Letter of Credit Amount of the Depositor by the amount of funds received by the Depositor from the Custodian and (ii) be deemed to be withdrawals from such of the Depositor Accounts, as the Depositor shall in its discretion determine. The Depositor agrees to notify the Member promptly of those Depositor Accounts from which withdrawals pursuant to this Section 3.3 have been made.

Section 4. Rights and Obligations of the Custodian

4.1 The Custodian shall not enter into any agreement or execute any other document or instrument (including without limitation an Agreement) if as a result the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries shall exceed the sum of (i) the amount available to be drawn by the Custodian under the Letter of Credit and (ii) the aggregate amount of the Cash Collateral held by the Custodian.

4.2 Subject to the provisions of Section 4.1 of these Terms and Conditions, upon the receipt of an executed Agreement from the Member and the Depositor, the Custodian shall within one (1) Business Day either (i) acknowledge in writing the Agreement, increase the Allocated Letter of Credit Amount of the Depositor by the amount of increase specified in such Agreement, and deliver to the Member and the Depositor a copy of such Agreement; or (ii) reject such Agreement and promptly notify the Depositor and the Member of such rejection.

4.3 Upon the receipt of an Exhibit II Instruction from the Depositor and the Member, the Custodian shall acknowledge in writing the Exhibit II Instruction, decrease the Allocated Letter of Credit Amount of the Depositor by the amount of the decrease specified in such Exhibit II Instruction, and deliver to the Member and the Depositor a copy of such written acknowledgement.

4.4 Upon the receipt of an Exhibit III Instruction, the Custodian shall draw under the Letter of Credit and remit to the Depositor the amount specified in such Exhibit III Instruction; provided, however, that the Custodian shall have no obligation to draw under the Letter of Credit the amount specified in such Exhibit III Instruction to the extent that such amount exceeds the Allocated Letter of Credit Amount of the Depositor; and provided further, that the Custodian may reduce the amount it draws under the Letter of Credit by the amount of the Depositor's Allocated Share of Cash Collateral held by the Custodian. Any amount remitted to the Depositor pursuant to this Section 4.4 shall automatically reduce the Allocated Letter of Credit Amount of the Depositor.

4.5 The Parties agree that the Custodian shall be entitled to rely on any document, including without limitation any Agreement, any Exhibit II Instruction, or Exhibit III Instruction, that is or purports to be executed by an officer, employee, or agent of the Party on behalf of which such document is executed.

4.6 To the extent that: (i) the Letter of Credit or any portion thereof is scheduled to expire, (ii) such expiration would result in the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries to exceed the sum of (a) the amount available to be drawn under the Letter of Credit after such expiration and (b) Cash Collateral held by the Custodian prior to such expiration, (iii) the Member does not, on or before such expiration date, cause either the maturity date of the expiring portion of the Letter of Credit to be extended by no fewer than thirty (30) days or the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, and (iv) pursuant to the terms of the Application For Standby Letter of Credit Advances executed by the Member, FHLBank Dallas does not, on or before such expiration date, cause the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, the Custodian shall draw under the Letter of Credit.

4.7 The proceeds of any and all draws under the Letter of Credit pursuant to Section 4.6 of these Terms and Conditions (the "Cash Collateral") shall be retained by the Custodian for the benefit of the Public Unit Beneficiaries. The Custodian may reduce the amount that it is otherwise obligated to draw under the Letter of Credit pursuant to any Exhibit III Instruction to the extent that Cash Collateral is used to remit to the Depositor the amount specified in such Exhibit III Instruction.

Section 5. Term and Termination

The Agreement shall continue in full force and effect until the Termination Time.

Section 6. Indemnification

The Member hereby agrees to indemnify and hold harmless the Custodian and the Custodian's officers, directors, employees, and agents from and against any losses, damages, expenses (including reasonable attorneys' fees and costs), costs, penalties, and liabilities (each a "Claim") that arise out of or in connection with (i) the Custodian's performance of its duties under the Agreement and (ii) any action or claim against the Custodian by a third party (including the Depositor) arising from or related to the Member's performance of, or failure to perform, its obligations under the Agreement or the Member's breach of any representation, warranty, or covenant hereunder. To the extent that the amount available to be drawn under the Letter of Credit exceeds the aggregate Allocated Letter of Credit Amounts, the Custodian may draw under the Letter of Credit to reimburse itself for any Claim. The Member's obligations under this Section 6 shall survive the expiration or termination of the Agreement.

Section 7. Representations and Warranties

Each Party represents and warrants to the other Parties that it is duly organized and in good standing under the jurisdiction of its organization; that the execution and delivery of the Agreement has been duly authorized by all required corporate action; and that no contract or other obligation by which the Party is bound prohibits or restricts the Party's executing, delivering, or performing its obligations under the Agreement.

Section 8. Notices

Any notice required or permitted to be given or made under the Agreement or any Exhibit Instruction to the Agreement, including a notice to effect a change in a Party's address or facsimile number for notice, must be in writing and addressed to the Party or Parties at the address or facsimile number of the Party or Parties set forth in the Agreement, as amended in accordance with this Section 8, and will be deemed to be properly given or made on the earliest of (i) actual delivery, (ii) two (2) Business Days after being sent, with delivery charges paid by the sending party, by a nationally recognized commercial courier service for delivery on the next Business Day, (iii) three (3) Business Days after being sent through the United States Postal Service, certified mail, return receipt requested, postage prepaid and (iv) on the day of delivery (or the next Business Day if such day is not a Business Day) by confirmed facsimile transmission; provided, however, that any Exhibit Instruction shall be deemed to have been received by the Custodian only upon the Custodian's actual receipt of such Exhibit Instruction.

Section 9. Miscellaneous

9.1 The Agreement, which includes these Terms and Conditions and any Exhibit Instructions to the Agreement, represents the entire agreement of the Parties and supercedes all prior written and oral agreements and understandings of the Parties with respect to the subject matter of the Agreement.

9.2 The Agreement may be amended only by a writing executed by a duly authorized representative of each Party.

9.3 If any provision of the Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be deemed amended to the least extent necessary to eliminate such invalidity or unenforceability and to carry out the intention of the Parties.

9.4 No Party shall have the right to assign its rights or delegate its duties under the Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld or delayed, provided the assigning or delegating Party continues to be liable to the other Parties for the performance of the assigning or delegating Party's obligations under the Agreement.

9.5 In the event of any conflict between any provision of the Agreement and any Exhibit Instruction to the Agreement, the provisions that require the higher degree of performance in favor of the Bank shall govern.

9.6 The Agreement shall be governed by the applicable law of the United States of America and the law of the State of Texas without regard to its choice of law provisions; and each Party irrevocably consents to the non-exclusive jurisdiction of the state courts of, and U.S. District Court located in, Dallas County, Texas.

9.7 The Agreement may be executed in two or more counterparts each of which shall be an original and all of which together shall constitute one and the same agreement.

9.8 No Party shall be liable for any failure or delay in its performance under the Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond its reasonable control, including without limitation any labor dispute, strike or other industrial disturbance, act of God, flood, earthquake, casualty, war, act of public enemy, riot, insurrection, embargo, law or court action, or regulation or order of any governmental agency or subdivision thereof (each a "Force Majeure Event"). If a Force Majeure Event occurs, a Party's time to perform any obligation under the Agreement shall be extended by a period of time equal to the period during which the Force Majeure Event prevented the Party's performance of its obligations.

9.9 The headings used in the Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

----- CHECKING ACCOUNTS -----

NOW ACCOUNT		Number of Images	59
Account Number	Ending 9174	Statement Dates	2/11/13 thru 2/28/13
Previous Stmt Balance	530,075.28	Days in the Statement Period	18
32 Deposits/Credits	188,496.75	Average Ledger	649,355
53 Checks/Debits	97,627.29	Average Collected	649,355
Service Charge	.00	Interest Earned	16.02
Interest Paid	16.02	Annual Percentage Yield Earned	0.05%
Current Stmt Balance	620,960.76	2013 Interest Paid	44.91

Deposits and Other Credits

Date	Description	Amount
2/11	BTOT DEP BANKCARD 4539 10044539SD 02/11/13 ID #-423849220092555	87.55
2/11	BTOT DEP BANKCARD 4539 10044539SD 02/11/13 ID #-423849220092555	504.70
2/11	DENTCO TAX DENTON CO TAX 1756000070 02/11/13	8,687.50
2/12	BTOT DEP BANKCARD 4539 10044539SD 02/12/13 ID #-423849220092555	481.01
2/12	DENTCO TAX DENTON CO TAX 1756000070 02/12/13	10,654.45
2/12	DDA REGULAR DEPOSIT	1,177.00
2/12	DDA REGULAR DEPOSIT	1,832.50
2/12	DDA RDC Deposit	1,472.00
2/12	DDA RDC Deposit	2,267.50
2/12	DDA RDC Deposit	111,779.69
2/14	VENDOR PAY THE PAYMENT GROU A770607031 02/14/13	1,505.00



**Independent
Bank**

Date 2/28/13 Page 5 of 5
Account Number Ending 9174
Enclosures 59

NOW ACCOUNT

Ending 9174 (Continued)

Date	Balance
2/11	523,077.08
2/12	649,683.25
2/13	648,134.75
2/14	652,990.08
2/15	681,013.36

Date	Balance
2/19	663,836.77
2/20	648,110.49
2/21	651,889.94
2/22	658,559.06
2/25	649,253.78

Date	Balance
2/26	640,055.46
2/27	640,706.07
2/28	620,960.76



**Independent
Bank**

Date: 2/28/2013 Page: 6 of 10
Primary Account:

Remote Deposit Credit

Date: 2/26/2013
Items: 7
Amount: \$1,480.27
Batch ID: 700803723
Account ID: 001400003
Acct Num:

Date 2/26/2013 Amt \$1,480.27

Remote Deposit Credit

Date: 2/26/2013
Items: 1
Amount: \$412.00
Batch ID: 700803723
Account ID: 001400003
Acct Num:

Date 2/26/2013 Amt \$412.00

Remote Deposit Credit

Date: 2/22/2013
Items: 19
Amount: \$5,566.30
Batch ID: 00048833
Account ID: 001400003
Acct Num:

Date 2/22/2013 Amt \$5,566.30

Remote Deposit Credit

Date: 2/15/2013
Items: 13
Amount: \$17,709.20
Batch ID: 004122703
Account ID: 001400003
Acct Num:

Date 2/15/2013 Amt \$17,709.20

Remote Deposit Credit

Date: 2/12/2013
Items: 17
Amount: \$111,779.69
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Date 2/12/2013 Amt \$111,779.69

Remote Deposit Credit

Date: 2/12/2013
Items: 13
Amount: \$2,267.50
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Date 2/12/2013 Amt \$2,267.50

Remote Deposit Credit

Date: 2/12/2013
Items: 13
Amount: \$1,472.00
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Date 2/12/2013 Amt \$1,472.00

Remote Deposit Credit

Date: 2/12/2013
Items: 1
Amount: \$1,832.50
Batch ID: 700803723
Account ID: 001400003
Acct Num:

Date 2/12/2013 Amt \$1,832.50

Remote Deposit Credit

Date: 2/12/2013
Items: 1
Amount: \$1,177.00
Batch ID: 700803723
Account ID: 001400003
Acct Num:

Date 2/12/2013 Amt \$1,177.00

Remote Deposit Credit

Date: 2/25/2013
Items: 1
Amount: \$100.00
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Ck# 12192 Date 2/25/2013 Amt \$100.00

Remote Deposit Credit

Date: 2/25/2013
Items: 1
Amount: \$100.00
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Ck# 12202 Date 2/25/2013 Amt \$100.00

Remote Deposit Credit

Date: 2/12/2013
Items: 1
Amount: \$95.00
Batch ID: 001400003
Account ID: 001400003
Acct Num:

Ck# 12249 Date 2/12/2013 Amt \$95.00

INDIVIDUAL SUMMARY ANALYSIS

INDEPENDENT BANK
 TREASURY MGMT TEST ACCT 1
 PO BOX 2255
 MCKINNEY TX 75070

OFFICER:
 PHONE NO: (000) 000-0000
 BRANCH: 50

DATE PREPARED 1/20/15
 DAYS IN STATEMENT CYCLE 31
 COMMERCIAL ACCOUNT ANALYSIS

AVERAGE DAILY LEDGER BALANCE	200.00
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	200.00
AVERAGE COLLECTED NEGATIVE BALANCE	.00
AVERAGE COLLECTED POSITIVE BALANCE	200.00
LESS REQUIRED RESERVES 10.000%	20.00
BALANCES AVAILABLE FOR OTHER SERVIC	180.00

EARNINGS ON	\$180.00	
	AT .200000%	.03
NEGATIVE BALANCE SERVICE CHARGE ON	\$.00	
	AT 12.000000%	.00
NET EARNINGS CREDIT		.03

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
ACCOUNT MAINTENANCE	1	12.0000	12.00	70,645.16
CHECKS PAID	4	.1500	.60	3,532.26
REGULAR STATEMENT	1	.0000	.00	
TOTAL SERVICES AND REQUIRED BALANCES			12.60	74,177.42
CURRENT MONTH NET LOSS			12.57-	74,000.80

ACCOUNT
NUMBER

ACCOUNT OWNER(S) NAME & ADDRESS

OWNERSHIP OF ACCOUNT - CONSUMER (Select one by placing your initials next to account selected.)

UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE: THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL THE DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS.

- ☐ SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (Payable on Death) DESIGNATION
- ☐ SINGLE-PARTY ACCOUNT WITH "P.O.D." (Payable on Death) DESIGNATION
- ☐ MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP
- ☐ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP
- ☐ MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (Payable on Death) DESIGNATION
- ☐ CONVENIENCE ACCOUNT
- ☐ TRUST ACCOUNT (name beneficiaries below)
- ☐ TRUST ACCOUNT SUBJECT TO SEPARATE AGREEMENT
- DATED: _____
- ☐ OTHER _____

NAME OR NAMES OF BENEFICIARIES:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- ☐ SOLE PROPRIETORSHIP ☐ LIMITED LIABILITY COMPANY
- ☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
- ☐ PARTNERSHIP ☐ _____

BUSINESS:

COUNTY & STATE

OF ORGANIZATION: _____

AUTHORIZATION DATED: _____

- TYPE OF ACCOUNT
- | | |
|---------------------------------------|---|
| <input type="checkbox"/> NEW | <input type="checkbox"/> EXISTING |
| <input type="checkbox"/> CHECKING | <input type="checkbox"/> SAVINGS |
| <input type="checkbox"/> MONEY MARKET | <input type="checkbox"/> CERTIFICATE OF DEPOSIT |
| <input type="checkbox"/> NOW | <input type="checkbox"/> _____ |

ACCOUNT NAME: _____

☐ This is a Temporary account agreement.

BACKUP WITHHOLDING CERTIFICATIONS

TIN: _____

☐ TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☐ BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

X _____

(Date)

DATE OPENED _____ BY _____

INITIAL DEPOSIT \$ _____

☐ CASH ☐ CHECK ☐ _____

HOME TELEPHONE # _____

DRIVER'S LICENSE # _____

E-MAIL _____

EMPLOYER _____

BUSINESS PHONE # _____

Name and address of someone who will always know your location: _____

Number of signatures required for withdrawal _____

FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☐ NO

[X]

SIGNATURE(S) - The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☐ Terms & Conditions ☐ Truth in Savings ☐ Funds Availability
- ☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks
- ☐ Common Features ☐ _____

(1): [X]

I.D. # _____ Other _____

(2): [X]

I.D. # _____ Other _____

(3): [X]

I.D. # _____ Other _____

(4): [X]

I.D. # _____ Other _____

☐ The person(s) named below are Convenience Signers only (not owners)

[X]

I.D. # _____ Other _____

[X]

I.D. # _____ Other _____

CORPORATE AUTHORIZATION RESOLUTION

By:

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of _____, Federal Employer I.D. Number _____, engaged in business under the trade name of _____, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. _____	X _____	X _____
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Attest by One Other Officer _____

Secretary _____

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____.

Comments:



Treasury Management Master Agreement

Tax ID: _____

This Treasury Management Master Agreement (this "Agreement") is effective as of _____, 201____. This Agreement governs the treasury management relationship between Independent Bank ("Bank") and _____ ("Customer"). By executing this Agreement or a Service Exhibit, or by using one or more of the Services, Customer agrees to be bound by the terms of this Agreement and the relevant Service Exhibits, and any supplement or amendment thereto.

I. GENERAL TERMS AND CONDITIONS

A. Definitions.

1. Authorized Representative means any person who is listed, described or defined as an authorized representative of or authorized person for Customer in the Documents.
2. Business Day means any day that Bank is operating and open for business other than a Saturday, Sunday or federal holiday, unless otherwise defined in this Agreement or a Service Exhibit.
3. Customer's Information means Customer's confidential information disclosed by Customer to Bank in connection with its receipt of the Selected Services.
4. Documents means this Agreement and any Service Exhibit executed at any time by Customer.
5. Selected Service means each Service with respect to which Customer executes a Service Exhibit or that is otherwise used by Customer.
6. Service means each of the treasury management services described in the Service Descriptions.
7. Service Descriptions means the portion of this Agreement titled "Service Descriptions".
8. Service Exhibit means each document with a title of "Service Exhibit" that has been executed by Customer pursuant to this Agreement and agreed to by Bank.

B. Representations and Warranties of Customer. Customer hereby makes, and agrees to provide Bank with such documentation as Bank may reasonably request with respect to, the following representations and warranties to Bank:

1. If Customer is a business or commercial entity, Customer is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation and is duly qualified or licensed to do business in each jurisdiction in which the property related to it is owned, leased or operated by Customer or where the nature of its business makes such qualification necessary.
2. Customer has the power and authority to execute the Documents, and to engage in the transactions contemplated thereby.
3. The execution of the Documents by Customer has been duly and validly authorized by Customer and no other corporate or other proceeding by Customer is necessary to perform the terms thereof.
4. Unless Bank has expressly consented to utilization of the Services for consumer purposes, the Services will be used for business or commercial purpose only.
5. The Services will not be used for any unlawful purpose. All requested data and funds transfers will comply with United States laws and will not seek to transfer funds to, from, or on behalf of any person, business or country subject to United States sanctions or in any manner that would violate any United States law, regulation or executive order.
6. Customer is the owner of and/or authorized agent with respect to all accounts subject to the Documents.

C. Authority

Each Authorized Representative is authorized to conduct any transaction within the scope of the Selected Services and related to the account or accounts specified in the Documents. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) with respect to the Selected Services from any Authorized Representative. Bank may rely on any signature or oral self-identification of an Authorized Representative that Bank believes, in good faith, to be genuine. Bank may, in its sole discretion, require further confirmation of any instructions received.

D. Delegation to Administrator

With respect to certain of the Services, Customer may request, and Bank may agree, that certain aspects of Customer's role in connection with such Services be delegated to an administrative representative of Customer (the "Administrator"). In connection with any Services for which an Administrator has been designated and agreed, Bank will set up such Services with the Administrator as the sole user, and the Administrator will assign rights and duties with respect to such Services to other officers and employees of Customer as the Administrator may select. Customer agrees that with respect to any Service for which an Administrator is selected, (1) Bank may regard the Administrator as the sole user of such Service, (2) Bank will be deemed to have no knowledge of, or responsibility for, (a) the identity of any individual whom the Administrator or Customer may have designated as a user of the service, (b) the status of any such designation (i.e. whether such designation is in effect or has been changed), or (c) any act or omission by any such designee, notwithstanding any actual knowledge Bank may have regarding any such matter. Customer agrees that Customer has sole responsibility for (d) the selection of any individual designated by Administrator or Customer as a user of any Service and (e) the acts and omissions of any such designee in connection with any Service. Customer hereby waives, releases Bank from and holds Bank harmless from and against any claim relating to the identity of any such designee selected by the Administrator or Customer, the status of any such designation, and the acts or omissions of any such designee with respect to any Service.

E. Payment for Services

Customer agrees to pay all fees assessed by Bank for any Service used by Customer. At its discretion, Bank may collect all such amounts by debiting any account of Customer at Bank, billing Customer or considering the amount in Customer's account analysis. Amounts charged by Bank with respect to Services under this Agreement may include referral fees or third party costs. In the event Customer's obligations under this Agreement remain unpaid after the date they are due, Bank may debit any account, including any overdraft line of credit or other arrangement, maintained by Customer with Bank or set off against any amount Bank may owe Customer in order to satisfy Customer's obligations under this Agreement.



**Independent
Bank**

Treasury Management Master Agreement

F. Confidentiality

Bank will restrict disclosure of Customer's Information to Bank's affiliates, employees and agents which or who are involved in performing the Selected Services. Bank will use Customer Information solely for the purposes set forth in the Documents. Bank will not disclose, sell, give, or otherwise transfer or make available Customer Information to any third party, except as necessary to perform the Selected Services or as permitted by law. Upon termination of all Documents, Bank will return or destroy Customer Information in its possession, except that which is necessary for tax, audit, legal or records retention requirements and except that which is included in routine back-ups of Bank's systems. Bank may contract with third parties to provide data transmission, storage or other services to Bank. In the event Bank discloses Customer Information to a third party in order to perform the Selected Services, Bank will limit such disclosure to that necessary to perform those Services, and Bank will require such third party to abide by confidentiality restrictions equivalent to the protections in this section.

G. Security Procedures

Customer agrees to abide by the security procedures set forth in the Documents. Customer acknowledges and agrees that it has approved all such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Customer acknowledges and agrees that such security procedures, while helpful in protecting Customer, do not guarantee the prevention of theft or fraud. Bank may rely on the security procedures identified in the Documents to determine whether any instructions are authorized by Customer, and Customer will be bound by instructions issued in its name by any Authorized Representative and accepted by Bank in compliance with the security procedures set forth in the Documents, whether or not Customer actually authorized such instructions. If the security procedures include a PIN, user ID number, password or other code (collectively, a "code"), Customer agrees (1) that it and its Authorized Representatives will keep all codes confidential and that Customer is solely responsible for safeguarding all codes; (2) that it will not, and will not permit any officer, employee or agent of Customer to, store a code on an Internet connected or enabled device; (3) that it will be solely responsible for and will bear any liability, loss or damage resulting from Customer or any officer, employee or agent of Customer storing a code on an Internet connected or enabled device; and (4) that it will promptly notify Bank should any code be compromised. If Customer believes or has reason to suspect that any security procedure or code has or may have become known by an unauthorized person or party, Customer will immediately notify Bank by telephone and will confirm such notification in writing to Bank within twenty-four (24) hours. Bank will replace any compromised security procedures or codes in accordance with Bank's security requirements. Customer will be liable for any instructions to and other communications with Bank that are initiated through use of a compromised security procedure or code before Bank has received such notice and has had a reasonable opportunity to act upon such notice. Bank reserves the right to change any or all security procedures and/or codes assigned to Customer at any time by giving written notice to Customer. Customer agrees to carefully consider the security risks associated with the number of Authorized Representatives designated in the Documents and to limit that number in accordance with prudent business practices.

H. Internet Delivered Services

Certain of the Services involve use of the Internet for delivery of files and other information and for obtaining files and other information. Customer represents that it is aware of the processes implemented by Bank with respect to the use of the Internet in connection with the delivery of such Services, and Customer agrees that such processes, including encryption, are commercially reasonable and acceptable to Customer (even if such processes, including encryption, do not consist of the most recently developed technologies for such activities). Customer acknowledges that Customer's systems, networks and data including e-mail, electronic communications and confidential financial information may be accessed by unauthorized third parties when Customer communicates to Bank using the Internet or other network or dial-up communications facilities, telephone or any other electronic means and agrees to assume the risk of such unauthorized access. By using the Internet in connection with the Services or to otherwise communicate with Bank, Customer is assuming the risk that viruses, Trojan horses, worms, or other harmful components may be transmitted to Customer. Customer agrees to install and utilize on its system commercially reasonable anti-virus and/or similar software or use other appropriate protections. If Customer uses a third-party communications system in connection with a Selected Service that is not specifically required by Bank, the system will be deemed to be Customer's agent for that purpose and Bank will have no liability for the functioning or performance of such system.

I. Provision of Communication Devices and Services

Customer agrees that it will be solely responsible for providing and/or arranging for its own electronic connection to Bank and its own means of electronic communications with Bank, including the procurement, operation, maintenance and management of suitable computers, modems and other hardware or electronic communications equipment and services necessary to access Bank and the Services.

J. Notices

If this Agreement requires that notices be written, the notices will be effective upon delivery or refusal of delivery. Notices must be sent by United States mail, by overnight courier service or by hand delivery as follows: (1) if to Customer, at the address which is set forth in the signature block to this Agreement or at the address to which account statements are mailed, (2) if to Bank, at 1600 Redbud Blvd., McKinney, Texas 75069, attention: Treasury Management Department. Changes in either party's notice address must be sent to the other party according to these notification procedures at least 30 days prior to its effective date.

K. Successors and Assigns

This Agreement is binding upon and is for the benefit of Bank and Customer and their respective successors. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, or parent company, any company owned or controlled by any affiliate, subsidiary or parent company, or any entity that acquires substantially all of the assets of Bank whether by merger, consolidation or otherwise. Otherwise, Bank and Customer may not assign this Agreement to any other person without the written agreement of the other party.

L. Recording Telephone Conversations

Customer hereby agrees on behalf of itself, its officers, employees and agents that Bank may (but has no obligation to) record or monitor any telephone conversation with any person in connection with this Agreement without further notice to any person.

M. Amendments



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Bank may amend the Documents at any time by giving thirty (30) days prior written notice to Customer; provided that, if an amendment is required by law, regulation or applicable clearinghouse rules, or if Bank determines in its sole discretion that an amendment is necessary for the security of Customer's accounts or the security or integrity of the systems used by Bank in performing the Services, Bank may amend the Documents by giving Customer written notice promptly following the effectiveness of such amendment. Customer may terminate the Documents by written notice to Bank prior to the effective date of any amendment described in the preceding sentence (or within ten (10) days after receiving notice of any amendment for which prior notice is not required). Except as described in the preceding sentence, the Documents may not be amended or modified other than by a written agreement executed by Bank and Customer.

N. Business Day

All transactions, deposits, instructions and entries received by Bank on a day which is not a Business Day will be treated as if received on the next Business Day.

O. Termination

Either party may terminate this Agreement and all related Documents or the portions thereof related to any Service at any time with thirty (30) days written notice to the other party. The release, limitation of liability, indemnity and confidentiality provisions of this Agreement will survive its termination. Bank may terminate this Agreement and all related Documents immediately if Customer (1) fails to maintain adequate balances in any account specified in the Documents or does not pay an overdraft upon demand, (2) violates any of the Documents or any other agreement Customer has with Bank, including any loan, credit or letter of credit agreement, (3) fails to provide any financial information that Bank reasonably requests, (4) has a material adverse change in its financial condition or (5) makes a general assignment for the benefit of creditors or becomes a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind. Bank may also terminate this Agreement and/or any relevant Documents immediately if it can no longer practicably provide one or more of the Selected Services.

P. Choice of Law

All Documents are governed by and shall be construed in accordance with the laws of the state of Texas without reference to its conflicts of laws principles. Subject to the rights of the parties to compel arbitration pursuant to this Agreement, mandatory venue for all claims, disputes and lawsuits arising under or in any way related to this Agreement is the State District Courts of Collin County, Texas or the United States District Courts for the Eastern District of Texas – Sherman Division. Both Bank and Customer agree to waive all objections that they may now or hereafter have with respect to venue in those courts. Customer agrees that it may be served with process by certified or registered mail, return receipt requested at Customer's notice address determined in accordance with this Agreement or at any address used for the mailing of Bank depository account statements, or in any other manner permitted by law.

Q. Arbitration

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATED TO THE DOCUMENTS OR THE RELATIONSHIP BETWEEN CUSTOMER AND BANK CREATED BY THE DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (EACH, "A CLAIM"), SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES (THE "RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ALL SUCH PROCEEDINGS WILL BE HEARD BY A SINGLE ARBITRATOR CHOSEN IN ACCORDANCE WITH THE RULES AND WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO DECIDE WHETHER A PARTICULAR DISPUTE IS OR IS NOT ARBITRABLE. THE PARTIES AGREE TO GIVE UP THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIM AND AGREE THAT NO CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL. NEITHER PARTY MAY ACT AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY CLAIM. THE COSTS OF THE ARBITRATION SHALL BE EQUALLY DIVIDED BETWEEN CUSTOMER AND BANK. ONLY DAMAGES ALLOWED PURSUANT TO THIS AGREEMENT MAY BE AWARDED BY THE ARBITRATOR, WHO WILL HAVE NO AUTHORITY TO AWARD INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, CUSTOMER AND BANK HEREBY WAIVING THEIR RIGHT, IF ANY, TO RECOVER ANY SUCH DAMAGES. ALL ARBITRATION PROCEEDINGS WILL TAKE PLACE IN COLLIN COUNTY, TEXAS. ANY PARTY THAT DESIRES TO ENFORCE ANY ARBITRATION AWARD GRANTED HEREUNDER MAY SEEK ENFORCEMENT OF THE ARBITRATION AWARD ONLY IN, AND SUCH AWARD SHALL BE ENFORCEABLE ONLY BY, THE TEXAS STATE COURTS OR FEDERAL DISTRICT COURTS LOCATED IN COLLIN COUNTY, TEXAS. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INJUNCTIVE OR OTHER EQUITABLE OR PROVISIONAL RELIEF (BUT NOT DAMAGES, WHICH SHALL BE SUBJECT TO ARBITRATION AS PROVIDED IN THIS SECTION) IN A COURT OF LAW FOR ANY BREACH OF OR TO PREVENT ANY THREATENED BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THE DOCUMENTS OR TO PRESERVE THE JURISDICTION OF THE ARBITRATOR.

R. No Warranties

Bank makes no warranties to Customer or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to the implied warranties of quality, accuracy or fitness for a particular purpose, merchantability or suitability, to Customer or any other person, with respect to any of the Services. Bank does not warrant that any software or Internet delivered service associated with the Services will perform in an uninterrupted manner, or that the Services, any report generated in connection with the Services, or the servers or other property that are used to provide the Services and generate reports will be free of viruses or other harmful components.

S. Standard of Care

Bank's responsibility to Customer under the Documents is limited to the exercise of ordinary care in conformity with general banking practices. Without limitation, (1) Bank will be considered to have exercised ordinary care if Bank substantially complies with the procedures in the Documents; and (2) Bank's occasional and unintentional deviation from the procedures in the Documents will not be deemed a failure to exercise ordinary care with respect to the related transactions.

T. Limitation of Liability

Bank's liability to Customer arising from or relating to the Documents will be limited to actual damages incurred by Customer as a direct result of Bank's failure to exercise ordinary care in conformity with general banking practices in providing the Selected Services, to the extent such damages do not result from Customer's violation of any provision of the Documents. In no event will Bank's liability to Customer under the Documents exceed the fees paid by Customer to Bank for the Selected Services that form the basis of Customer's claim against Bank. Customer agrees that Bank will not be liable for (1) the quality of



**Independent
Bank**

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performance or lack of performance of any computer software or hardware or Internet delivered services supplied by Bank to Customer in connection with the Selected Services, or (2) the transmission or failure of transmission of any information from Customer to Bank or from Bank to Customer. To the maximum extent permitted by law, Customer agrees that Bank will not be liable for events or circumstances beyond its reasonable control. Bank will not be liable for any act or failure to act by any correspondent financial institution, any Federal Reserve Bank, any clearing house association or processor, or any other third party. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, INCOME, GOODWILL OR DATA, REGARDLESS OF WHETHER BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND CUSTOMER EXPRESSLY WAIVES SUCH DAMAGES.**

U. Release and Indemnity

For purposes of this section, "Bank Parties" means Bank, its directors, officers, employees, shareholders and agents, and its affiliates, and their respective directors, officers, employees, shareholders and agents. Customer agrees to release the Bank Parties from, to indemnify and defend the Bank Parties against, and to hold the Bank Parties harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related to the Services, except for those losses caused directly by any Bank Party's failure to exercise ordinary care or to act in good faith. Customer and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. Without in any way limiting the foregoing, Customer agrees to release the Bank Parties from, to indemnify and defend the Bank Parties against, and to hold the Bank Parties harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related to Bank Parties' acting in good faith in accordance with instructions or information purportedly faxed or sent electronically by Customer or an Authorized Representative of Customer.

A Bank Party shall give prompt written notice to Customer of the commencement or assertion of any action, proceeding, demand or claim by a third party (collectively, a "third-party action") in respect of which such Bank Party seeks indemnification hereunder; provided that failure to give such notice shall not relieve Customer of its indemnification obligations unless such failure materially prejudices Customer. Customer will have the right to assume control of the defense of, settle or otherwise dispose of such third-party action on such terms as Customer deems appropriate; provided, however that (1) any Bank Party will be entitled, at its own expense, to participate in the defense of such third-party action, (2) Customer will not be required to obtain the prior written approval of any Bank Party before entering into or making any settlement of such third-party action or acknowledging any liability in respect thereof, unless, pursuant to or as a result of such settlement, a payment obligation or injunctive or other equitable relief would be imposed upon any Bank Party or if in the opinion of any Bank Party such settlement could have a material adverse effect on its business, (3) Customer shall not consent to the entry of any judgment, or enter into any settlement, that does not include as an unconditional term thereof a release by each claimant or plaintiff of each Bank Party from all liability in respect of such third-party action, and (4) the Bank Parties shall be entitled to have sole control, at the expense of Customer, over the defense or settlement of any third-party action (a) as to which Customer failed to assume the defense within a reasonable length of time or (b) to the extent the third-party action seeks an order, injunction, or other equitable relief against any Bank Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of any Bank Party, provided that the Bank Parties shall make no settlement that would give rise to liability on the part of Customer without the prior written consent of Customer.

V. Entire Agreement

THE DOCUMENTS EMBODY THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES. THE DOCUMENTS SUPERSEDE ALL PROPOSALS, PRIOR AGREEMENTS AND ORAL DISCUSSIONS BETWEEN CUSTOMER AND BANK RELATING TO THE SERVICES. THE DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT BETWEEN BANK AND CUSTOMER REGARDING THE SERVICES. THERE ARE NO ORAL AGREEMENTS BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES THAT ARE NOT INCORPORATED INTO THE DOCUMENTS.

W. Other Governing Documents and Laws

In addition to the Documents, the Services are also governed by the following as applicable: signature cards, applicable software or Internet delivered program user guides, Bank's Rules and Regulations Governing Deposit Accounts, applicable or relevant software license agreements, ACH operating rules, Chapter 4 and Chapter 4A of the Texas Business and Commerce Code, the Electronic Fund Transfers Act, Regulation E and Regulation J of the Federal Reserve Board of Governors, and all other applicable federal or state laws or regulations. Customer agrees to be governed by all of these documents, laws, rules, regulations, terms and conditions whether or not Customer has executed or read the applicable agreement, document, law, rule, regulation, term or condition. If Bank's Rules and Regulations Governing Deposit Accounts are inconsistent with the Documents, the Documents will prevail.

X. Encryption

Customer agrees that Customer bears the sole responsibility and obligation with respect to compliance by Customer's use of the encryption services and products provided by Bank in connection with the Services (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data that is encrypted by means of the Encryption Services from a Foreign Jurisdiction to the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer Agrees that Customer (1) will consult with its legal counsel regarding compliance by Customer's use of the Encryption Services with the laws of such Foreign Jurisdiction, and (2) will comply in all respects with the laws of such Foreign Jurisdiction with respect to Customer's use of the Encryption Services.

Y. Miscellaneous Terms and Conditions

Access to Services. Bank is under no obligation to permit Customer's use of any Service and the decision to permit Customer's use of any Service is within Bank's sole discretion.

Service Exhibits. All Service Exhibits relating to the Selected Services are incorporated into this Agreement for all purposes as if the same were set forth in their entirety within this Agreement.



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Severability. If any section, provision or condition of the Documents is deemed invalid or unenforceable, the provision deemed unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be enforceable. If such reformation is not possible, the Documents will be read as if that provision was never a part of the Documents and the remainder of the Documents will be enforceable.

Compliance with Laws. Customer agrees to comply with, and to take any action as necessary for Bank to comply with, all federal and state laws and regulations regarding the provision of the Selected Services. Bank will not be liable to Customer for any failure to act if Bank reasonably believes that such action would violate any applicable law, rule or regulation.

No Waiver. The failure of Bank to exercise any of its rights or to enforce any of the provisions of the Documents on any occasion will not be a waiver of such right or provision, nor affect the right of Bank thereafter to enforce such right or provision.

Couriers. If Customer uses or requests Bank to use a courier to deliver or receive banking transactions, Customer agrees that at all times and in all respects such courier is the agent of Customer rather than Bank and Customer assumes all risk of loss (including loss or theft by third parties or employees of Customer or courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of such transactions from Bank. Customer's use of a courier service to deliver or receive banking transactions requires the execution of a separate Courier Agreement.

Reporting Errors. Customer must promptly report in writing any error in connection with any Service and any discrepancy between Customer's records of its orders and requests (including wire and ACH payment orders) and the notices Customer receives from Bank regarding Bank's execution of Customer's orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify Bank of errors and discrepancies, including unauthorized and erroneous payment orders, unless any other applicable administrative documents, agreements, portions of this Agreement (including the Service Description relating to the ACH payment authorization Services) or laws provide for a shorter notification time, in which case such shorter time shall apply. Customer agrees to provide Bank with all information it reasonably requests in connection with any error or discrepancy. This section does not modify Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a Service.

Cooperation. Bank and Customer agree to cooperate with each other in investigating and prosecuting any loss recovery.

Additional Information. Customer agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) reasonably requested by Bank in connection with or relating to the Services.

Extension of Credit. Certain provisions of the Documents may require Customer to have specified amounts of collected or available funds in its accounts at Bank or an affiliate Bank at certain times. Neither Bank nor the affiliate Bank is ever obligated to extend credit to Customer unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Customer from time to time by permitting overdrafts in its accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Customer, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by Bank, but not exceeding the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Customer, Customer will provide immediately available funds sufficient to satisfy its obligations under the Documents.

Overdrafts. Bank may, at its sole discretion, allow an overdraft to occur in Customer's account in connection with Customer's use of the Services. Except as otherwise agreed by Bank, Customer must repay Bank immediately, without demand, the amount of such overdraft plus any overdraft charges. The fact that Bank has previously allowed an overdraft to occur in Customer's account does not obligate Bank to do so in the future. Additional terms and conditions contained in Customer's account agreements may apply.

Force Majeure. No party will be deemed to have breached the Documents if it fails to perform due to a cause beyond the reasonable direct control of that party and without the fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation: any failure or interruption of any electronic communication system between Customer and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

II. SERVICE DESCRIPTIONS

A. Electronic Transfer Services

Funds can be transferred to and from Customer's account by utilizing the Automated Clearing House ("ACH") or wire transfer services provided by Bank. The following terms as well as the applicable Service Exhibits and any other referenced agreements, laws and regulations apply to these services. References to the request to transfer funds whether via ACH, wire transfer or other method described under this heading will be described as "payment orders".

A-1 Wire Transfers

Authorized Representatives. "Authorized Representatives" is broadly defined to include both persons designated by Customer's Administrator responsible for electronically designating Authorized Representatives to initiate payment orders from Customers' accounts through Bank's online Treasury Management System and persons designated by Customer in a Manual Wire Transfer Service Exhibit to initiate payment orders from Customer's accounts. Customer's and/or Customer's Administrator's designations of Authorized Representatives shall control, govern and be binding on Customer and Bank.



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Security Procedures. Customer has been advised of and agrees to comply with Bank's security procedures as described in the Treasury Security Guidelines Service Exhibit and the Manual Wire Transfer Service Exhibit. Customer will be solely responsible for and will bear any liability, loss or damage resulting from Customer's failure to comply with the Bank security procedures described in the preceding sentence.

Wire Transfer Authorization.

Customer authorizes Bank to receive, execute, and charge Customer's account(s) for all telephonic, telegraphic, computer communication device, oral, or written funds transfer requests, when such requests reasonably appear to be received from an Authorized Representative. Customer agrees to provide written notice to Bank in order to change or revoke the designation of accounts or Authorized Representatives. Bank may, in its sole discretion, act upon any oral or written notice which it reasonably believes to be from Customer; provided however, Bank is under no obligation to act upon oral notice; and if Bank elects to act upon oral notice, Customer will promptly confirm such oral notice in writing to Bank. Notwithstanding the foregoing, consumer customers must initiate international wires including foreign exchange wires in person in a Bank location or branch. With that understanding, Customer and Bank further agree as follows:

(1) In accordance with the terms of the Documents, Bank may upon instruction from a person who reasonably appears to be an Authorized Representative:

- (a) Transfer funds from specified Customer account(s) with Bank to any other specified Customer bank account(s), whether such account(s) is (are) with Bank or other bank(s); and
- (b) Transfer funds from specified Customer account(s) with Bank to any account(s) of a third party, whether such third party account(s) is (are) with Bank or other bank(s).

(2) In order to transfer funds via telephonic, telegraphic, oral or written request, Customer will assign a password for each Authorized Representative for wire transfer purposes and submit the password(s) to Bank in the manner provided in the Manual Wire Transfer Service Exhibit. Customer's Authorized Representatives will be required to use their password at the time of each wire transfer request. Bank will not be obligated to honor any wire transfer request unless, at the time of a request, Customer's Authorized Representative properly identifies himself and states the correct password.

Customer acknowledges that Bank offers an enhanced security setting utilizing dual authentication with "Approval Required" functionality in Bank's Internet Banking system so all wire transfers require action by a minimum of two Authorized Representatives; one Authorized Representative to initiate the transaction and another Authorized Representative to approve and release said transaction. Customer expressly acknowledges that Bank intends to require dual authentication with "Approval Required" functionality for originating all wire transfers, subject to Customer's express election not to utilize such authentication and functionality. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising out of any and all fraudulent activity and resulting monetary losses that may occur as a result of Customer's election not to use this enhanced security setting. This release and indemnification is in addition to any other release and indemnification obligations set forth in the Documents.

Customer's Authorized Representatives shall also be required to use security tokens and Customer shall be solely responsible for the safekeeping and security of such security tokens and notifying Bank should the security tokens be compromised. Customer agrees that it and not Bank has control over Customer's computer systems; accordingly, Customer assumes all liability related to securing connectivity and lines to the proper computer as well as all liability attributable, in whole or in part, to the compromise of security, security breaches, or loss of control over the physical security of Customer's computer systems, hardware and software. Customer shall be solely responsible for and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising out of Customer's failure to keep passwords, security tokens, and Customer's hardware/software, computer system, internet and/or email secure. If for whatever reason any of the foregoing are compromised by a third party or employee/ representative of Customer, Customer shall bear the full responsibility for any resulting losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) and shall fully defend, indemnify and hold Bank harmless from same.

(3) Bank may, at Bank's sole discretion, and without liability for failing to do so, call one of Customer's Authorized Representatives (other than the representative who originated the request) to authenticate a request prior to initiating a transfer. If Bank is unable to authenticate such request, Bank may, at Bank's option, refuse to make the requested transfer.

(4) Bank may rely upon the oral or written instructions which reasonably appear to be made by any of the Authorized Representatives until Bank's Wire Transfer Department has received written notice from Customer specifying a change therein.

(5) Bank will e-mail and/or fax daily wire advices or confirmations upon Customer's request.

(6) Transfer requests will at no time exceed the available balance in Customer's account(s) at Bank, as determined by Bank. Customer shall be liable for any funds transferred upon proper instructions by Customer, whether or not such amount exceeds the available balance at Bank.

(7) All requests by Customer for transfers shall conform to the operating procedures as Bank may from time to time prescribe. Bank may change these procedures upon written notice to Customer and Bank reserves the right to, without written notice, alter procedures in the event Bank's online system is down if providing written notice would impede Bank's ability to meet certain deadlines. Customer further agrees that it will prevent the disclosure within and outside of its organization, except on "need to know" basis, of any of Bank's procedures relating to transfers of funds. If the confidentiality of the procedures is compromised, Customer will notify Bank immediately and shall release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any losses, suits, claims, damages liabilities and expenses (including reasonable attorneys' fees) attributable to any unauthorized disclosure described in this section.

(8) Notwithstanding the other provisions of this Agreement, (a) Bank's liability with respect to any wire transfer that is subject to Chapter 4A of the Texas Business and Commerce Code and/or Regulation J of the Federal Reserve Board of Governors is limited to those damages required to be paid thereunder; and (b)



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Bank's liability with respect to any wire transfer otherwise will not exceed the amount of the wire, less monies mitigated by whatever means (including, but not limited to insurance proceeds and/or criminal restitution).

A-2 Automated Clearing House (ACH) Services:

All domestic ACH debit and credit transactions will be transmitted through the National Automated Clearing House Association (NACHA), and Federal Reserve Banks. All transactions will be governed by the NACHA rules and any agreements to those rules, and by the ACH Origination Service Exhibit executed by Customer. Customer, as the ACH Originator, shall comply with the NACHA rules.

Customer has requested to initiate electronic Credit and/or Debit Entries ("ACH Entries") by means of, and as a participant of, the Automated Clearing House (ACH) Network. Through this Agreement, the Bank agrees to act as an ACH participant in its role as Originating Depository Financial Institution ("ODFI") with respect to such ACH Entries.

For purposes of this Service Description, Customer is referred to as the "Originator" or the "ACH Originator" and the Bank is referred to as "Bank" or the "ODFI".

The National Automated Clearing House Association (NACHA) is the governing body that regulates the ACH Network. All ACH Network participants, including the Originator, are required to follow the NACHA Operating Rules ("Rules") as set forth by NACHA.

DEFINITIONS

Originator and Bank each agree to the terms of the definitions that follow:

ACH NETWORK: Represents an efficient batch-oriented electronic funds transfer system governed by the Rules and controlling law, which provides for the inter-bank clearing of electronic payments for participating depository financial institutions.

ACH Operator: Represents the participant within the ACH Network that provides clearing, delivery, and settlement services. The primary function of the ACH Operator is to accept ACH Entries, Batches, and Files from the ODFI and to sort and distribute such ACH Entries, Batches, and Files to the respective RDFI.

AUTHORIZATION: Represents the Originator's obligation in accordance with the Rules and this Agreement to obtain the Receiver's authorization to credit or debit his/her account. The Receiver holds an account with the Receiving Depository Financial Institution (RDFI).

BATCH: Represents one or more ACH Entries that make up a single unit ("Batch") and is further characterized by identifying the name of the company initiating the Batch ("Originator"). Each ACH Entry within the Batch will have the same Effective Entry Date and the same Payment Type.

BUSINESS DAY: Represents a day of the week in which business activity is traditionally performed and excludes Saturday and Sunday as well as Bank holidays. Hours of operation for a Business Day are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

CREDIT AND DEBIT ENTRIES: Represents an electronic item that can either result as a credit or debit to an account holder's account (Receiver). Unlike other electronic payment types where the result is a credit to the account holder's account, ACH Entries either credit an account holder's account or debit it to satisfy an obligation.

EFFECTIVE ENTRY DATE: Represents the date that the Originator and Receiver wish for the ACH Entry or Entries to post to the Receiver's account(s) and in most cases is the same as the Settlement Date.

ERROR RESOLUTION: Represents the guidelines set forth by the NACHA Operating Rules and Regulation E, which allows consumer customers the right to dispute unauthorized ACH Debit Entries. Error Resolution as set forth by NACHA Operating Rules and Regulation E do not afford protection to business customers.

ELECTRONIC FUNDS TRANSFER ACT: Represents a law passed by Congress in 1978, which enacted the framework to establish the rights, liabilities, and responsibilities of the participants within the electronic funds transfer network, with consumer protections as the underlying intent. The Electronic Funds Transfer Act (EFTA) is implemented through various federal laws and regulations including Regulation E. The EFTA excludes protections to business customers and does not pertain to wire transfer activity.

EXCESSIVE VIOLATIONS: Represents a contract violation where the Originator routinely exceeds its exposure limit as defined within the Rules or this Agreement. Excessive violations by the Originator may trigger immediate review by the ODFI and termination of this Agreement.

FILE: Represents one or more ACH Batches as a single unit and is further characterized by identifying each Originator within the ACH File and their respective ACH Entries.

INDEPENDENT ONLINE: Represents the on-line banking product provided by Bank.

NACHA OPERATING RULES ("RULES"): Represents a collective body of private-sector operating rules that govern the exchange of ACH Credit and Debits Entries, Non-Monetary Entries, and Return Entries within the ACH Network as well as defines the roles and responsibilities of ACH participants. The NACHA Operating Rules work in concert with applicable laws and regulations.

NON-MONETARY ENTRY: Represents any notice or data complying with the requirements that is not an order or request for the transfer or withdrawal of funds.



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NOTIFICATION OF CHANGE ENTRIES: Represents a Non-Monetary Entry sent by the RDFI to the Originator (through the ODFI) for the purpose of identifying incorrect information contained within an Entry and providing correct data to be used on future Entries. The Notification of Change (NOC) issue must be corrected by the Originator within six Business Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later.

OFAC OVERSIGHT: Represents the requirement set forth by the NACHA Operating Rules and federal law that stipulates that both the ODFI and its Originators are responsible for complying with such Rules and laws when initiating domestic and international ACH Credit and Debit Entries into the ACH Network.

ON-US ACH ENTRY: Represents an Entry where the Receiver holds an account with the ODFI (in this case, the ODFI is also the RDFI).

ORIGINATING DEPOSITORY FINANCIAL INSTITUTION (ODFI): Represents the Bank in its role as ODFI, which warrants all ACH Credit and Debit Entries it initiates on behalf of its consumer and business customers. In its role as ODFI, it is the Bank's policy to bind each consumer and business customer to the NACHA Operating Rules and UCC-4A through written authorization or this Agreement, as applicable.

ORIGINATOR: Represents the participant who conducts ACH origination to satisfy a business need, using Bank provided software. The business customer acts as the Originator within the ACH Network and must be approved by the Bank and agrees to be bound by this Agreement.

PRE-FUNDING: Represents a process by which the ODFI requires pre-funding of an ACH file from the respective Originator prior to the Settlement of the ACH file (on the day the ACH file is released).

PRENOTIFICATION: Represents a non-monetary ACH Entry initiated by the Originator to the RDFI to convey the Receiver's account details prior to originating the live ACH Entry. Although Prenotifications are optional, the Bank recommends that the Originator initiate same for payroll and other important ACH Entries. The Originator must originate a Prenotification at least six (6) Business Days ahead of the live ACH Entry.

PROVISIONAL CREDIT: Represents a temporary credit. Provisional Credit includes instances where the Rules require that credits be temporary or provisional.

RECEIVER: Represents the participant on whose behalf the ACH Entry was originated (beneficiary of the ACH Entry). The Receiver must always have a relationship with the Originator as the Originator is required to obtain the Receiver's written authorization to credit or debit his/her account. The Receiver holds an account with the RDFI.

RECEIVING DEPOSITORY FINANCIAL INSTITUTION (RDFI): Represents the Bank in its role as RDFI, which processes ACH files it receives from the Federal Reserve Bank on behalf of its Receivers. In its role as RDFI, it is the Bank's policy to promptly handle and post ACH Credit and Debit Entries, Non-Monetary Entries, and Return Entries to its Receiver's account in accordance with the timeframes set forth by the NACHA Operating Rules, where applicable.

REGULATION E: Represents a Law implemented to carry out the framework of the Electronic Funds Transfer Act, passed by Congress in 1978. Regulation E does not provide protections to business customers and does not pertain to wire transfer activity.

SETTLEMENT: Represents the funding of any ACH Entries, Batches, or Files. The Settlement timeframe for ACH Credit files can take up to two Business Days.

SETTLEMENT DATE: Represents the Effective Entry Date within the ACH File that indicates when the ACH Credit or Debit Entry is to post to the Receiver's account. The Settlement Date is the actual date on which funds actually change hands as a result of the ACH Entry.

STANDARD ENTRY CLASS CODE (ACH TYPE): Represents a three alpha-character code which identifies the type of ACH transaction and whether or not the transaction type is for the benefit of a consumer or business customer. The Bank and the Originator must agree on approved Standard Entry Class (SEC) codes pursuant to this Agreement and Schedules attached hereto.

THIRD-PARTY SENDER: An entity that represents the participant within the ACH Network that acts as an intermediary between the Bank and Originator and which conducts ACH Origination on behalf of the Originator utilizing the Bank's online banking system or through direct access. An entity acting as a Third-Party Sender is also a Third-Party Service Provider. It is imperative that the Third-Party Sender is in written Agreement with each of its Originators.

THIRD-PARTY SERVICE PROVIDER: Represents an entity who may provide ACH file processing services on behalf of the Originator, the Third-Party Sender, the ODFI, or the RDFI (not including the Originator, ODFI or RDFI acting in such capacity for such Entries) related to the processing of Entries, including the creation of the Files or acting as a Sending Point or Receiving Point on behalf of a Participating DFII. An entity acting as Third-Party Sender also is a Third-Party Service Provider.

UCC-4A: Represents a comprehensive body of State Law which governs electronic transactions (ACH and Wire Transfer) conducted by business customers, where applicable. For purposes of this Service Description, Wire Transfer is non-applicable. UCC-4A does not pertain to consumer customers.

UNAUTHORIZED RETURN ENTRIES: Represents an ACH Debit Entry returned to the ODFI as an unauthorized transaction. An Unauthorized Debit Entry is an entry in which (i) the authorization requirements have not been followed in accordance with the NACHA Operating Rules or is invalid under applicable law; (ii) a transaction which was initiated in an amount different than that authorized by the Receiver; (iii) a transaction which was initiated for Settlement earlier than authorized by the Receiver.

1. TRANSMISSION OF ACH ENTRIES, BATCHES, OR FILES

The Originator agrees and acknowledges to only initiate ACH Entries, Batches, or Files for those ACH Types and Limits approved by the Bank, in accordance with applicable procedures, and all related Service Exhibits. The Originator further agrees and acknowledges that it must comply with the Rules, as defined herein and as amended by NACHA from time-to-time, and that ACH Entries, Batches, or Files it originates and the format thereof, must comply with the Rules.

Notwithstanding the foregoing, the Originator authorizes the Bank to transmit all ACH Entries, Batches, or Files received by the Bank from the Originator in accordance with the terms of this Agreement and to transmit such ACH Entries, Batches, or Files to the specified accounts within the respective ACH Batch and/or File.



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2. SECURITY

The Originator and the Bank shall comply with the security procedure set forth herein. The Originator agrees and acknowledges that the purpose of the security procedure is for verification of data authenticity and *not* to detect an error in the transmission or content of an ACH Entry, Batch, or File. Further, no security procedure for the detection of such errors has been agreed upon between the Originator and the Bank.

The Originator further agrees and acknowledges that it is strictly responsible to establish and maintain security procedures that safeguard against the transmission of unauthorized or inaccurate ACH Entries, Batches, or Files. The Originator warrants that no individual will be allowed to initiate ACH Entries, Batches, or Files in the absence of proper supervision and safeguards, and agrees to take necessary steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related security procedures as described herein. If the Originator believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, the Originator agrees to notify the Bank immediately by telephone, followed by written confirmation to the Bank within twenty-four (24) hours. The occurrence of unauthorized access will not affect any transfers made or initiated in good faith by the Bank prior to receipt and processing of such notification.

Originator acknowledges that the Bank offers an enhanced security setting utilizing dual authentication with "Approval Required" functionality in Independent Online so all ACH Batch transactions require action by a minimum of two Authorized Representatives; one Authorized Representative to initiate the transaction and another Authorized Representative to approve and release said transaction. Customer expressly acknowledges that Bank intends to require dual authentication with "Approval Required" functionality for originating all ACH Batch transactions, subject to Customer's express election not to utilize such authentication and functionality. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) resulting from or arising out of any and all fraudulent activity and resulting monetary losses that may occur as a result of Customer's election not to use this enhanced security setting. This release and indemnification is in addition to any other release and indemnification obligations set forth in the Documents.

FILE CREATION

The Bank will not create and/or initiate any ACH Credit/Debit Entry, Batch, or File on behalf of the Originator. In the event the Originator is unable to transmit such due to complication or malfunction of the Originator's equipment or software, including, but not limited to, any complication or malfunction of a Third-Party Service Provider/Sender, the Originator must have a contingency plan or option in place. It is the Originator's sole responsibility to decide which option or plan, if any, it chooses to use and Originator hereby agrees to hold the Bank as well as its officers, directors, shareholders, and employees harmless from any loss or damage, including legal fees and expenses the Originator suffers as a result of such decision. If the Originator does choose an alternate option or plan to transmit its ACH Credit/Debit Entry, Batch, or File, Originator shall notify the Bank prior to transmission.

FILE TRANSMISSION

The Bank may, in its sole discretion, require the Originator to fax, or to send by way of secure message, the ACH Transmittal Letter in accordance to this Agreement and Schedules attached hereto. The Originator is solely responsible for the accurate creation, modification, and deletion of ACH account information maintained on the Originator's personal computer.

SYSTEM ACCESS

The Originator agrees and acknowledges that it is strictly responsible for employee system access to, and use of, Independent Online, including, but not limited to, access to data files maintained on personal computers, assignment of ACH Origination limits, and use of dual control. The Originator agrees and acknowledges that it is solely responsible for ensuring that all Independent Online passwords, codes, security devices, and security procedures, where applicable, are kept confidential. Notwithstanding, the Originator agrees and acknowledges that it reserves the right not to utilize the Independent Online 'approval required' feature, but that it does so at its own risk.

WRITTEN COMMUNICATION

The Bank shall be entitled to rely on any written notice or other written communication from the Originator it reasonably believes (i) to be genuine, and (ii) to have been signed by an authorized representative. The Originator shall direct all written communication to its Relationship Officer with Bank. If writing in follow-up to verbal notification of compromised information or instructions, such writing must be received within two (2) Business Days from the verbal notification. Further, the Originator agrees and acknowledges that it must comply with all written procedures provided by the Bank with respect to ACH Origination and Independent Online. Failure to do so may result in the termination of ACH Origination Services as deemed appropriate by the Bank.

ANTI-VIRUS, MALWARE, AND SPYWARE

The Originator is solely responsible for ensuring that its personal computers are protected by anti-virus, anti-malware, and anti-spyware software. Further, the Originator agrees and acknowledges that it is solely responsible for ensuring that its employees are up-to-date on the risks of downloading data received by way of email, pop-up messaging, and/or the Internet.

3. COMPLIANCE WITH SECURITY PROCEDURES

If an ACH Entry, Batch, or File (including the cancellation or amendment thereof) received by the Bank was, or purports to have been, transmitted or authorized by the Originator, such ACH Entry, Batch, or File will be deemed effective and the Originator shall be obligated to pay the Bank the amount of the ACH Entry, Batch, or File whether or not such ACH Entry, Batch, or File was authorized by the Originator, provided that the Bank did not commit gross negligence or engage in willful misconduct in accepting the ACH Entry, Batch or File.



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4. DATA RETENTION

The Originator agrees and acknowledges that it shall retain its ACH Data for five (5) Business Days following the origination date of each ACH Entry, Batch, or File and shall immediately provide such ACH Data to the Bank upon request.

5. PROCESSING, TRANSMITTAL, AND SETTLEMENT

The Bank shall (i) process ACH Entries, Batches, or Files received from the Originator to conform with the file specifications set forth in the Rules, (ii) transmit such ACH Entries, Batches, or Files as the ODFI to the ACH Operator, and (iii) settle for such ACH Entries, Batches, or Files with funds from applicable parties.

The Bank's Business Day cut-off time for receiving ACH Entries, Batches, or Files from the Originator is outlined in the ACH Origination Service Exhibit. Any ACH Entry, Batch, or File received after the current Business Day's cut-off time shall be processed the next Business Day, with a Settlement Date of one to two (1 to 2) Business Days from the process date.

In order for the Bank to transmit an ACH Entry, Batch, or File on behalf of the Originator as set forth herein, the Bank must receive any ACH Credit and/or Debit Entry, Batch, or File no less than one (1) Business Day ahead of the Effective Entry Date. For purposes of this Agreement, an ACH Entry, Batch, or File shall be deemed received by the Bank upon the electronic transmission of such ACH Entry, Batch, or File by the Originator.

The Originator agrees and acknowledges to maintain an account with the Bank at all times during the term of this Agreement. The Originator will maintain in the account as of the Effective Entry Date available funds sufficient to cover any ACH Debit Entry, Batch, or File transmitted by the Originator. The Originator authorizes the Bank to debit its account on the Effective Entry Date in the amount of such ACH Debit Entry, Batch, or File for Settlement purposes.

The Originator agrees and acknowledges that the Bank may require Originator to maintain certain minimum balances as well as a reserve account and/or termination hold account in accordance with the terms of the attached Schedule B. The Originator further agrees and acknowledges that the Bank may, at its sole discretion and without prior notice or demand, obtain payment of any amount due and payable to Bank in accordance to this Agreement and any applicable Schedule attached hereto by debiting any account(s) held by the Originator (including any reserve account and/or termination hold account) for such amount.

6. REJECTION OF ENTRIES

The Bank shall reject any ACH Entry, including any On-Us Entry, which does not comply with the terms of this Agreement. The Bank shall notify the Originator by telephone of such rejection no later than the Business Day such ACH Entry would have otherwise been transmitted by the Bank to the ACH Operator, or, in the case of an On-Us Entry, its Effective Entry Date. The Bank shall have no liability to the Originator by reason of rejection of any such ACH Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Bank shall retain the right to reject any On-Us Entry for any reason, including, but not limited to, insufficient funds or revoked authorization, regardless of the timing of same.

7. RETURNED ENTRIES

The Bank shall notify the Originator of any ACH Entry returned by the RDFI and/or the ACH Operator by mailed notice on the Business Day following the receipt of such entry. The Originator agrees and acknowledges that the Bank shall charge-back to the Originator's account with Bank all ACH Entries returned to it by the RDFI and/or the ACH Operator.

Except for an ACH Entry transmitted by the Originator in accordance with the requirements in Section 1 of this Agreement, *Transmission of ACH Entries, Batches, or Files*, the Originator agrees and acknowledges that the Bank shall have no obligation to retransmit an ACH Entry if the Bank complied with the terms of this Agreement with respect to the original ACH Entry. Further, it is the Originator's sole responsibility to review its return information daily and act upon it in a timely manner in accordance to the Rules.

8. RE-INITIATION OF RETURNED ACH ENTRIES

For all Bank-approved ACH types (Standard Entry Class Codes), an entry that has been returned may not be reinitiated unless (i) the ACH Entry has been returned for insufficient or uncollected funds; (ii) the ACH Entry has been returned for stopped payment and re-initiation has been authorized by the Receiver; or (iii) the ODFI has taken corrective action to remedy the reason for the return. An ACH Entry that has been returned for insufficient or uncollected funds may be reinitiated no more than two times following the return of the original ACH Entry. If a stopped payment has been revoked by the Receiver or corrective action has been taken by the ODFI, an ACH Entry may be reinitiated no more than one time following the return of the original ACH Entry.

9. REVERSAL OF ACH BATCH OR FILE

The Originator agrees and acknowledges that it can attempt to reverse an ACH Batch or File for two reasons only: (i) the majority of the entries within an ACH Batch or File contains erroneous data, or (ii) the ACH Batch or File is a duplicate ACH Batch or File (initiated and transmitted by Originator more than once in error). In the event the Originator discovers that any ACH Batch or File it initiated and transmitted contains erroneous data (majority thereof) or is a duplicate ACH Batch or File, the Originator must notify the Bank within 24 hours of discovery.

The Originator agrees and acknowledges that it must attempt to reverse an erroneous or a duplicate ACH Batch or File within five (5) Business Days from the Settlement Date of the original ACH Batch or File. Under such circumstances, the Originator agrees and acknowledges that it shall notify each Receiver of the attempt to reverse the respective ACH Entry or Entries no later than the Settlement Date of the attempted reversal of same. Further, the Originator shall supply the word "REVERSAL" in the "Company Entry Description" field of the Company/Batch Header Record.



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In the event the Originator attempts to reverse a credit ACH Batch or File, it is possible that the funds may no longer be available in the Receiver's account; therefore, the reversal of the ACH Batch or File may be returned by the RDFI to the Bank. Under such circumstances, the Bank will debit the Originator's account in the amount of each ACH Credit Entry returned by the RDFI as insufficient or uncollected funds. The Originator agrees and acknowledges that it must pursue resolution of any ACH Batch or File reversal dispute outside of the ACH Network.

Further, the Originator agrees and acknowledges that the Bank shall bear no responsibility for any losses or damages experienced by the Originator related to such attempted reversal or reversals and shall indemnify and hold harmless the Bank, its officers, directors, shareholders, and employees from any and all claims, losses and damages, including legal fees and expenses, the Originator suffers from such reversal(s).

10. NOTIFICATION OF CHANGE ENTRIES

The Bank shall notify the Originator of any Notification of Change (NOC) Entry initiated by the RDFI and/or the ACH Operator by phone, fax, mail or email within 24 hours of receipt of such NOC Entry. It is the Originator's sole responsibility to review its NOC information daily and act upon it in a timely manner in accordance to the Rules and as outlined in this Agreement. The Notification of Change (NOC) entry must be corrected by the Originator within six Business Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later. Failure to comply with the Rules may result in termination of ACH Origination services.

11. PRENOTIFICATION ENTRIES

The Originator agrees and acknowledges that Prenotification Entries are optional, but if initiated, must be originated at least six (6) Business Days ahead of the first live transaction in accordance to the Rules and as outlined in this Agreement. In the event that the RDFI returns a Prenotification Entry to the Originator, the Originator shall contact the Receiver to validate the account data prior to initiating the first live ACH Entry to the Receiver's account.

12. INCONSISTENCY OF NAME AND ACCOUNT NUMBER

The Originator agrees and acknowledges that, if any ACH Entry describes the Receiver inconsistently by name and account number, the RDFI may accept such ACH Entry solely upon the account number provided by the Originator and the Originator shall indemnify the Bank as well as its officers, directors, shareholders, and employees harmless from any loss or damages, including legal fees and expenses suffered by the Originator.

13. CANCELLATION OR AMENDMENT OF ACH ENTRIES

The Originator agrees and acknowledges that it has no right to cancel or amend an ACH Entry, Batch, or File after its receipt by the Bank. The Bank will, however, without liability for failure to effect a cancellation or amendment, use reasonable efforts to act upon the Originator's request for cancellation or amendment prior to transmitting a non On-U's ACH Entry, Batch, or File to the ACH Operator, or prior to crediting the Receiver's account in the case of an On-U's ACH Entry, Batch, or File, provided the Originator's request complies with the security procedure set forth by this Agreement, the Rules, and all applicable Schedules attached hereto. The Originator agrees and acknowledges that it will indemnify and reimburse the Bank, its officers, directors, shareholders, and employees for any and all claims, losses, and damage, including legal fees and expenses, the Bank incurs for acting upon, or attempting to act upon, the Originator's request.

14. AUTHORIZATIONS

The Originator agrees and acknowledges that it shall obtain written and/or electronic authorization from each Receiver in accordance to the Rules, the Electronic Signatures Act, and as outlined in this Agreement. Further, the Originator agrees and acknowledges that it shall retain such written and/or electronic authorization for two years past the Settlement Date of the last ACH Entry to the Receiver's account in accordance to the Rules or as set forth by applicable law, whichever is longer.

The Originator agrees and acknowledges that it is solely responsible for ensuring that the Receiver who signs the written and/or electronic authorization is entitled to use the specified account. Failure of the Originator to authenticate the Receiver does not remove the Originator's responsibility to fund the ACH Entry or Entries and the Originator agrees and acknowledges that it shall hold and indemnify the Bank, its officers, directors, shareholders, and employees harmless from any related claim, loss, or damage, including legal fees and expenses, suffered by the Originator. Upon request from the Bank, the Originator shall provide a copy of each such authorization within five (5) Business Days to the Bank.

15. ACCOUNT RECONCILIATION

The Originator agrees and acknowledges that it must promptly notify the Bank of any discrepancy between the Originator's records and the information shown on any periodic statement which includes Independent Online and eStatements. In the event the Originator fails to notify the Bank of any discrepancy within fifteen (15) Business Days of the receipt of any periodic statement, the Originator agrees and acknowledges that it shall be precluded from asserting any claims relating to such discrepancy against the Bank and waives any claims for related losses or damages (including legal fees and expenses), interest, and interest equivalent. This Section shall not be construed to limit the Originator's obligations, in any way, as outlined in this Agreement and under applicable law.

16. ORIGINATOR REPRESENTATIONS, AGREEMENT, AND INDEMNITY

The Originator *Represents and Warrants* to the Bank and agrees that:

- a) Each person shown as the Receiver has authorized the ACH Entry, the Authorization is operative at the time of origination and is accurate and complete in accordance to the Rules and this Agreement herein;
- b) The information in the Company Name, Company Identification, and Company Entry Description fields is accurate and pertains to each respective ACH Entry originated by the Originator; and



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- c) The Originator shall perform its obligations under this Agreement in accordance with all applicable federal and state laws and regulations of the United States of America and all applicable laws, regulations, and rules which pertain to ACH transactions, including, but not limited to, the NACHA Operating Rules, the Uniform Commercial Code, UCC- 4A, the Office of Foreign Assets Control, and the Electronic Funds Transfer Act and its implementation of Regulation E, including, but not limited to, Error Resolution procedures.
- d) Unless mutually agreed upon in writing, the Originator or Third Party Sender shall not originate any ACH Entry, Batch, or File on behalf of any other party. Such an attempt to originate an ACH Entry, Batch, or File on behalf of any other party shall render such ACH Entry, Batch, or File null and void.
- e) The Originator agrees to, and acknowledges, the provisions of the Rules including those providing that originating an ACH Credit Entry to the RDFI on behalf of the Receiver is provisional until the RDFI receives Settlement on the ACH Credit Entry. The Originator further agrees and acknowledges that it has received notice of such provision set forth by the Rules and of the fact that, if Settlement on the ACH Credit Entry is not received by the RDFI, the RDFI shall be entitled to a refund from the Receiver for the amount credited and the Originator shall not be deemed to have paid the Receiver the amount of the ACH Credit Entry. Further, the Originator expressly authorizes the Bank to disclose the Originator's contact information to any RDFI for the purpose of providing the contact information to the Receiver.
- f) The Originator agrees to, and acknowledges, they will abide by the Rules and not disclose the Receiver's account number or routing number to any third party for such third party's use, directly, or indirectly, in initiating a debit Entry that is not covered by the original authorization.
- G) THE ORIGINATOR WILL AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BANK FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, JUDGMENTS, LIABILITIES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT RESULT DIRECTLY OR INDIRECTLY FROM ANY:**
 - I. BREACH OF ANY ACH ENTRY, BATCH, OR FILE ORIGINATED BY THE ORIGINATOR OR ANY THIRD-PARTY SERVICE PROVIDER AND/OR THIRD-PARTY SENDER ACTING ON BEHALF OF THE ORIGINATOR;**
 - II. WILLFUL MISCONDUCT, NEGLIGENCE, ACTION, OR OMISSION ON THE PART OF ANY INDIVIDUAL WHO HAS BEEN LISTED, IN ANY DOCUMENT OR AGREEMENT PROVIDED BY THE ORIGINATOR TO THE BANK, AS PERSONS AUTHORIZED TO ACT ON THE ORIGINATOR'S BEHALF WITH RESPECT TO ACH ENTRIES, BATCHES, OR FILES;**
 - III. ACTS OR OMISSIONS BY THE BANK IN CARRYING OUT ITS OBLIGATIONS HEREUNDER, EXCEPT IN THE CASE OF THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;**
 - IV. ACTS OR OMISSIONS BY THE ORIGINATOR, INCLUDING WITHOUT LIMITATION, THE AMOUNT, ACCURACY, AND TIMELINESS OF THE TRANSMITTAL AND/OR AUTHORIZATION OF ANY ACH ENTRY, BATCH, OR FILE ORIGINATED BY THE ORIGINATOR;**
 - V. CLAIM OF ANY PERSON THAT THE BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF THE ORIGINATOR, THIRD-PARTY SERVICE PROVIDER AND/OR THIRD-PARTY SENDER ACTING ON THE BEHALF OF THE ORIGINATOR, OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 17; AND**
 - VI. CLAIM OF ANY PERSON, INCLUDING WITHOUT LIMITATION, FEDERAL RESERVE BANK, THIRD-PARTY SERVICE PROVIDER, AUTOMATED CLEARING HOUSE, TRANSMISSION AND/OR COMMUNICATIONS FACILITY, AND RECEIVER OR RDFI (INCLUDING WITHOUT LIMITATION, THE RETURN OF ANY ACH ENTRY, BATCH, OR FILE BY SUCH RECEIVER OR RDFI) RELATED TO, OR ARISING OUT OF, ANY ACH ENTRY, BATCH, OR FILE OR OTHER TRANSACTIONS MADE UNDER THIS AGREEMENT.**
- H) THE ORIGINATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL INCLUDE:**
 - I. THE PAYMENT OF ALL COSTS OF DEFENSE, IF ANY, INCLUDING WITHOUT LIMITATION, ALL REASONABLE AND NECESSARY ATTORNEY'S FEES, COURT COSTS, ACCOUNTING FEES, CLASS ACTION COSTS. AND EXPERT FEES;**
 - II. THE ORIGINATOR'S OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BANK HEREUNDER SHALL EXTEND TO, WITHOUT LIMITATION, THE ACTUAL OR ALLEGED OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, AND INTENTIONAL ACTS OF THE BANK, INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE OF ANY BANK INDEMNIFIED PARTY; AND**
 - III. IT IS CONTEMPLATED THAT THE ORIGINATOR'S DEFENSE OBLIGATIONS UNDER THIS PROVISION MAY BE, BUT SHALL NOT NECESSARILY BE, BROADER THAN ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. THE FOREGOING INDEMNIFICATIONS ARE IN ADDITION TO ANY OTHER INDEMNIFICATION RIGHTS THAT ARE PROVIDED FOR IN THIS AGREEMENT.**

17. PROVISION OF RULES

The Bank will provide a copy of the Corporate Edition of the NACHA Operating Rules as amended from time to time (the "Rules"), to the Originator at the Bank's expense. The Bank shall periodically provide the Originator with revisions to the Rules of which the Bank has knowledge.

18. COOPERATION IN LOSS RECOVERY EFFORTS

In the event of any damages for which the Bank and/or the Originator may be liable to each other or to a third-party pursuant to the Services hereunder, the Bank and the Originator will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third-party.



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19. THIRD-PARTY SERVICE PROVIDERS/SENDERS

The Originator agrees and acknowledges that when a Third-Party Service Provider and/or Third-Party Sender acts on behalf of the Originator with respect to initiating ACH Entries, Batches, or Files to the Bank, the Originator must execute a written agreement with its Third-Party Service Provider and/or Third-Party Sender binding both the Originator and Third-Party Service Provider and/or Third-Party Sender to the Rules and applicable law. The Originator further agrees and acknowledges that it shall indemnify the Bank, its officers, directors, shareholders, and employees from any claims, losses, or damages, including legal fees and expenses suffered by or imposed on the Bank due to any breaches of the Rules by the Originator or its Third-Party Service Provider and/or Third-Party Sender. This indemnification is in addition to any other indemnification hereunder.

20. ACH DATA BREACHES

The Originator agrees and acknowledges that it shall implement commercially reasonable policies, procedures, and systems to receive, store, transmit, and destroy ACH data in a secure manner to protect against and detect data breaches. The Originator shall provide prompt notice of any ACH data breach to the Bank. The Originator shall immediately commence and diligently pursue an investigation of the circumstances to determine if an ACH data breach occurred and the:

- a) Scope of such ACH data breach, including the type and amount of data affected;
- b) Risk that the affected data will be misused; and
- c) Steps necessary to prevent further ACH Data breaches.

21. BANK AUDIT RIGHTS

The Bank reserves the right to audit, inspect, and review the Originator's records, systems, financial statements, credit history and books with respect to ACH Entries, Batches, or Files it originates. Upon the Bank's request, the Originator shall provide any and all documentation within the timeframe specified by the Bank or as set forth in this Agreement. The Bank may request such documentation to ensure and validate the Originator's compliance with the Rules and with this Agreement and other applicable laws, rules, and regulations with respect to ACH Entries, Batches, or Files.

Notwithstanding, if the Bank determines through the audit that internal controls and processes require change, the Originator agrees and acknowledges that it shall implement such change to its internal controls and processes upon the Bank's request with respect to ACH Entries, Batches, or Files the Originator initiates. Failure by the Originator to provide any documentation, comply with the Bank's audit request, or implement changes to its internal controls and processes with respect to ACH Entries, Batches, or Files it originates, may result in the cancellation of ACH Origination Services and/or closure of the Originator's account with the Bank as well as other deposit accounts held by the Originator at the Bank.

B. Online Banking Service

Bank offers an automated information reporting service which allows Customer convenient daily access to its Bank account information and other online banking services via the Internet.

Customer Accounts. Customer will designate the accounts to which Customer requests access in the Online Banking Service Exhibit. If Customer requests access to accounts that it does not own, Customer will provide evidence satisfactory to Bank of Customer's authority to access those accounts and hereby represents and warrants that Customer is authorized to access those accounts and give instruction on behalf of the owner(s) of those accounts.

Bank's Obligation. Bank will transmit financial data within Bank's control that is necessary for Customer to use the Online Banking Service Internet delivered program for the purposes for which it was designed, and will use reasonable efforts to act on appropriate instructions received from Customer in connection with the Online Banking Service Internet delivered program. Bank makes no representations or warranties regarding the accuracy of any information Customer receives while using the Online Banking Service Internet delivered program or otherwise accessing information about accounts, and Bank will not be liable if Customer receives inaccurate information, unless Bank has been grossly negligent or engaged in willful misconduct in making the information available.

Use of the Internet Delivered Products. Customer may use the Online Banking Service and otherwise access related account information only (1) for so long as the Online Banking Service is a Selected Service, (2) for its own business use, and (c) in accordance with the Documents and the Bank's Rules and Regulations Governing Deposit Accounts. All trademarks, trade names, service marks, copyrights, programs, software, specifications, systems, designs, applications, routines, sub-routines, techniques, enhancements, documentation, manuals, ideas and formulas used, developed or provided by Bank or otherwise in connection with the Online Banking Service are proprietary property of Bank or a third party and will remain the sole property of such owner, and Customer shall have no ownership interest therein.

Termination. If Bank's license for any software necessary to operate the Online Banking Service terminates, Customer's rights and Bank's obligations with respect to the Online Banking Service will terminate without prior notice to Customer.

C. Positive Pay Service

Bank offers Positive Pay Service as a fraud prevention tool for paper-based check transactions. By utilizing the Positive Pay Service, Customer will provide Bank with information regarding all checks and other debit items issued by Customer against the accounts listed in the Check Positive Pay Service Exhibit. The information will consist of the check number, dollar amount and issue date, which will be compared to the items received for payment against Customer's account(s). Customer assumes all responsibility for the accuracy and completeness of information provided by Customer to Bank. Customer acknowledges that Bank's ability to provide Positive Pay Service is contingent upon Bank's determination that Customer's checks meet magnetic character ink recognition



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specifications. If Customer has requested payee verification, Customer acknowledges that Bank's ability to provide the payee verification service is contingent upon Bank's determination that Customer's checks meet the specifications provided in Bank's Check Stock and Font Guidelines. Customer agrees to provide such checks and other documentation as may be reasonably required by Bank to make such determination.

Definitions

Authorized Account - the account(s) of Customer maintained at Bank to which the Positive Pay Service rendered by Bank will apply.

Available Funds - funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC (12 CFR 229 et seq.) and Bank's applicable funds availability schedule and policies as described in the current Deposit Account Agreement and Disclosure.

Exception Item - a Presented Item that does not match an item included in an Issued Item File.

Exception Item Report - a record describing Exception Items which is provided by Bank to Customer.

Exception Notification - an electronic notification describing Exception Items which is provided by Bank to Customer.

Issued Item File - a record describing the items written by Customer on an Authorized Account provided by Customer to Bank.

Pay Request - an instruction of Customer to Bank requesting Bank to pay an Exception Item.

Presented Item - an item drawn on an Authorized Account and presented to Bank for payment through the item collection system.

Return Request - an instruction of Customer to Bank instructing Bank not to pay an Exception Item.

Service Description

Issued Item File. Customer shall submit an Issued Item File to Bank for all items issued by Customer on each Authorized Account. Each Issued Item File shall accurately state the item number, date and the exact dollar amount of each item drawn on an Authorized Account since the last Issued Item File submitted by Customer to Bank. Customer shall provide Issued Item Files in the mutually agreed upon format and no later than 3:00 p.m. (Central Time) for next business day processing. If an Issued Item File cannot be received by Bank or Bank cannot process an Issued Item File due to a failure of either Bank's or Customer's systems, the file shall be deemed to not have been received by Bank regardless of whether Bank has possession of the file. Bank shall have no liability arising from or relating to any Customer error contained in any Issued Item File.

Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by item number and amount against each Issued Item File received by Bank for each Authorized Account. On each business day, Bank may pay and charge to each Authorized Account each Presented Item that matches by item number and amount an item listed on any Issued Item File for that Authorized Account. Bank shall make Exception Item information electronically available to Customer by 7:00 a.m. (Central Time) each business day. Customer agrees that Bank's compliance with the preceding sentence will allow Customer sufficient time to review and process such Exception Item information by 11:00 a.m. (Central Time) of the same business day.

Pay Request/Return Request. Customer shall review and electronically communicate Pay Requests and Return Requests for all Exception Items to Bank by 11:00 a.m. (Central Time). Bank may, at its sole discretion, extend the deadline for Customer's communication of a Pay Request or Return Request. Any such extension will be communicated by Bank to Customer by e-mail. Bank shall have no liability arising from or relating to any Customer error contained in any Pay Request or Return Request.

Default Payment. If Customer fails to communicate a Pay Request or Return Request regarding an Exception Item in the prescribed format or by the applicable deadline, Bank will pay or return the Exception Item as indicated in the Check Positive Pay Service Exhibit.

Not Covered. The Positive Pay Service is not available with respect to an item if Bank has cashed the item or is committed to honor or pay the item under applicable laws, regulations or rules governing items.

D. ACH Blocking & Filtering Service / ACH Positive Pay

Bank offers three (3) types of ACH payment authorization Services: (i) Block (debit and/or credit); (ii) Filter (debit and/or credit); and (iii) ACH Positive Pay. If Customer elects and Bank, in its discretion, agrees to provide the Block (debit and/or credit) Service, Customer agrees that Bank will stop all ACH debits and/or credits from posting to the account(s) designated by Customer on the ACH Block/Filter Service Exhibit. Any ACH debit and/or credit entry that attempts to post to such account(s) will be returned by Bank to the originator as unauthorized. The Block (debit and/or credit) Service will remain in effect until written notification from Customer is received by Bank requesting termination of the Service.

If Customer elects and Bank, in its discretion, agrees to provide the Filter (debit and/or credit) Service, Bank will only post specific preauthorized ACH transactions (debits, credits, or both) designated by Customer on the ACH Block/Filter Service Exhibit to the account(s) designated by Customer on the ACH Block/Filter Service Exhibit (ACH Authorizations). An ACH debit or credit will require an exact match between data field values specified by Customer and those contained in the ACH file requesting the ACH transaction to qualify as an ACH Authorization. Customer retains the right to return as unauthorized any ACH transaction that is not an ACH Authorization within twenty-four (24) hours after the transaction has posted against Customer's account.

If Customer elects and Bank agrees to provide the Filter (debit and/or credit) Service, Customer may also elect the ACH Positive Pay Service. If Bank agrees in its discretion to provide the ACH Positive Pay Service, any ACH transaction that does not qualify as an ACH Authorization will be presented electronically to Customer as an exception for a pay or return decision. In addition and at the same time a "pay" decision is made, Customer can specify the related ACH transaction as an ACH Authorization for purposes of the Filter (debit and/or credit) Service. All pay/return/ACH Authorization decisions must be made on all



Treasury Management Master Agreement

exceptions before Bank's established cut-off time for the same. In the event Customer does not make a decision regarding an exception item in the manner described above, Bank shall return such item as unauthorized, provided that Bank may in its sole discretion elect to pay such item.

Revision of the information on an ACH Block/Filter Service Exhibit will require the execution of a new ACH Block/Filter Service Exhibit by Customer. Customer hereby agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses arising from or related to Bank returning any ACH transaction as provided above.

E. Sweep Accounts

If Customer and Bank execute a Sweep Accounts Service Exhibit, Bank will facilitate an intra-bank account processing arrangement enabling Customer to concentrate cash balances in desired accounts. For purposes of the Sweep Accounts Service, the "Parent Account" is the controlling account and responds to the needs of each "Child Account". The balance in each Child Account is maintained at a certain balance level designated in the Sweep Accounts Service Exhibit by a daily transferring of funds to and from the Parent Account. Customer and Bank agree as follows:

1. **Transfers.** Daily, after all debits and credits have been processed, transfers between the Parent Account and the Child Accounts (in the priority indicated in the Sweep Accounts Service Exhibit executed by Customer and Bank) shall be made by Bank, to the extent of available funds, towards the objective of maximizing the balances maintained in the Parent Account while maintaining the indicated balance levels in the Child Accounts. Bank does not represent that the Parent Account balance will be at any particular dollar amount or that the Child Accounts will be maintained at the designated balance levels.
2. **Sufficient Funds.** Customer represents that it will maintain funds in the Parent Account sufficient to maintain a positive balance and in each of the Child Accounts sufficient to maintain the balance levels designated in the Sweep Accounts Service Exhibit executed by Customer and Bank.
3. **Insufficient Funds.** Customer agrees that if funds in either the Parent Account or any of the Child Accounts are insufficient to pay items as presented, Bank may dishonor items in any order and on any of the accounts as it in its own discretion determines, and Customer specifically waives any claims against Bank for the same.
4. **Line of Credit (LOC)** Sweep requires credit approval and the use of the Positive Pay Service.
5. **Garnishments.** In the event a writ of garnishment is served on Bank targeting funds in a Child Account, Bank shall have the right, in its sole discretion, to: (a) freeze and/or place a hold on the Parent Account in an amount equal to the amount sought by the garnishor until the writ of garnishment is satisfied; and/or (b) pay the full amount sought by the writ of garnishment using funds from the Parent Account.

The Sweep Account Service will be performed in accordance with the processing options contained within the Sweep Account Service Exhibit(s).

F. Image Services

If Customer elects to receive an Image Services CD ROM, Bank will use reasonable efforts to mail the CD ROM to Customer within five (5) Business Days of the end of the monthly statement cycle.

G. Remote Deposit Capture

The Remote Deposit Capture Service will be performed in accordance with the processing options outlined in the RDC Service Exhibit. The following terms and conditions apply to the performance and use of the Remote Deposit Capture Service.

Definitions. For purposes of the Remote Deposit Capture Service, the following terms have the following meanings:

1. **"Qualifying Item"** means a check as defined in 12 C.F.R. 229.2 (including share drafts and remotely created checks) payable to Customer and drawn on a financial institution located in the United States. For the avoidance of doubt, a third party check is not a Qualifying Item.
2. **"Remote Deposit"** means Customer's deposit of one or more Qualifying Items into a Customer account at Bank accomplished by scanning both sides of the paper originals and sending accurate images of the same to Bank, together with deposit instructions, by means of the Internet in lieu of providing the paper originals to Bank for deposit. For the avoidance of doubt, a Qualifying Item must be deposited into an account with a name equivalent to the payee name to qualify for Remote Deposit.

Transmission Requirements. (1) Customer will use scanner(s) and related hardware provided to Customer by Bank unless Customer and Bank explicitly agree to alternate arrangements. Customer computer systems that interact with any scanners or related hardware provided to Customer by Bank will meet the system requirements set forth in the Remote Deposit Capture Service Exhibit. (2) The images of Qualifying Items sent by Customer to Bank will be sufficiently inclusive and of sufficiently high quality to satisfy all applicable requirements specified in or by the following: the Check 21 Act, 12 USC 5001, et seq.; any other applicable laws or regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other relevant clearing houses or associations.

Remote Deposit Limits. Bank may establish daily limits on the total dollar amount of Qualifying Items that Customer may transmit to Bank. Upon Bank's request, Customer will participate in the process of establishing such limits. Bank reserves the right to review and/or change such limits at any time.

Receipt Deadline. The processing deadline for Bank's receipt of Remote Deposits is 6:00 PM Central Time on each Business Day. All Remote Deposits received by Bank on a day which is not a Business Day or received by Bank on a Business Day after the deadline specified in the preceding sentence will be treated as if received on the next Business Day.



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Acceptance Required. Bank will credit Customer's account for a Qualifying Item included in a Remote Deposit only if Bank has received the Qualifying Item and the Qualifying Item has been accepted for deposit by Bank. Bank can reject a Qualifying Item included in a Remote Deposit at its sole discretion.

Provisional Credit Only. Any credit to Customer's account for a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn "on us") will be provisional only until collection is final. Until final settlement of a Qualifying Item, Bank will act only as Customer's agent, regardless of the form of endorsement or lack of endorsement on a Qualifying Item and regardless of whether Bank has provisionally credited Customer's account for the Qualifying Item. Bank may reverse any provisional credit to Customer's account for a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. Customer expressly acknowledges and agrees to release Bank from, indemnify and defend Bank against, and hold Bank harmless from and against any and all losses arising from or related to Bank's reversal of a provisional credit to Customer's account.

Acceptance or Rejection Notifications. Notices of acceptance for deposit or rejection with respect to Qualifying Items included in a Remote Deposits will be available by 6:00 PM Central Time via the Internet on the Business Day on which the Remote Deposit is received. Such notices will be effective when they become available, whether or not they are received or retrieved by Customer, and will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected.

Presentment/Collection. Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents Bank deems appropriate. Customer hereby consents to any clearing house rules applicable to such presentment and collection.

Failures or Alterations in Transmission. Bank will incur no liability for or obligation with respect to any failures or alterations in the transmission of Remote Deposits from Customer to Bank.

Retention/Destruction of Original Items. Customer will retain the paper original of each Qualifying Item included in a Remote Deposit no longer than 30 days after the end of the applicable statement cycle. Customer will destroy such paper original immediately after the expiration of such period. Customer acknowledges that the preferred method of destruction of paper originals is to utilize a cross-cut shredder or a professional shredding company. All paper originals of Qualifying Items will be maintained by Customer in a secure manner consistent with prevailing commercial standards until such originals are destroyed.

Return Items. Bank will provide Customer with Image Replacement Documents for any Qualifying Items that are returned rather than the paper originals. If a Qualifying Item converted to an ACH transaction is returned, the Qualifying Item will be re-presented according to Customer's instructions in the RDC Service Exhibit.

Funds Availability. Funds from Qualifying Items included in Remote Deposits will be available to Customer at such times after the Qualifying Items' acceptance for deposit pursuant to the Documents as such funds would be available after the Qualifying Items' acceptance for deposit had they been deposited as paper originals in person at a Bank location (under Bank's policies as reflected in Bank's then current funds availability disclosure and 12 CFR 229.10 et seq.). If applicable, Qualifying Items eligible for clearing through the ACH network will be originated by Bank and credited to Customer's account on the next business day.

Contingency Plan. Customer agrees that, if Customer is unable to transmit Remote Deposits for any reason, including but not limited to any equipment failure, communication connection interruptions or outages, Customer will physically transport to Bank any original checks that Customer wishes to deposit. The deposit of original checks with Bank will be governed by the terms and conditions of the agreement applicable to the account into which the original checks are deposited.

Information. Customer and Bank will provide each other with all information (including e-mail addresses) needed for performance of the Remote Deposit Capture Service and will promptly update such information as necessary.

Security. System access by or on behalf of Customer will require the use of passwords. Customer agrees to, and will cause all individuals acting on its behalf to, comply with Bank's instructions and requirements regarding the form, use and updating of passwords.

Bank Audit Rights. Bank reserves the right to audit, inspect, and review Customer's books, records and systems with respect to Customer's use of the Remote Deposit Capture Service. Customer will provide any and all documentation requested by Bank in connection with such an audit, inspection or review within the timeframe specified by Bank. If Bank determines as a result of an audit, inspection or review that Customer's internal controls and processes relating to the Remote Deposit Capture Service require changes, Customer will implement such changes upon Bank's request. Bank may terminate the Remote Deposit Capture Service, without liability to Customer, based upon Customer's failure to provide any requested documentation, to comply with Bank's audit requests, or to implement requested changes to its internal controls and processes relating to the Remote Deposit Capture Service.

Conflicts with Account Agreement. The Documents will control with respect to the Remote Deposit Capture Service in the event of a conflict between the Documents and the terms of any account agreement to which Customer is a party.

Inactivity. Bank may terminate its performance of the Remote Deposit Capture Service for Customer's lack of use of the Service.

Warranties. Customer makes the following representations and warranties with respect to each use of the Remote Deposit Capture Service:

1. Customer is entitled to deposit each of the Qualifying Items included in the Remote Deposit.
2. The Remote Deposit solely consists of Qualifying Items.
3. Each of the Qualifying Items included in the Remote Deposit has been duly authorized in the amount stated on the Qualifying Item for payment to the payee stated on the Qualifying Item.



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Treasury Management Master Agreement

4. No duplicate of a Qualifying Item is included in the Remote Deposit or was included in any other Remote Deposit.
5. Customer will not deposit or redeposit the paper original of any Qualifying Item included in the Remote Deposit or make any other deposit or redeposit of a Qualifying Item included in the Remote Deposit without Bank's prior consent.
6. Bank will not suffer any loss as a result of Customer's Remote Deposit.
7. Bank will not suffer any loss as a result of Customer's retention or destruction of the paper originals of Qualifying Items included in the Remote Deposit.
8. All information Customer provides to Bank in connection with Customer's Remote Deposit is accurate.
9. The Remote Deposit and any related electronic materials are virus-free.
10. Customer's Remote Deposit does not violate any laws.

[Remainder of page intentionally left blank.]



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Treasury Management Master Agreement

ACKNOWLEDGEMENT

By signing this Treasury Management Master Agreement, the undersigned agree to be bound by all the terms of this Agreement, including the Service Descriptions included, and the Service Exhibit(s) as described, in the Agreement as if they had separately executed each such document and further agree that for the purposes of this Agreement, the term "Customer" includes the affiliates and/or subsidiaries of Customer that receive services from Bank pursuant to this Agreement.

Customer acknowledges receipt of this Agreement and the rules and regulations governing deposit accounts with respect to its deposit account(s) at Bank.

CUSTOMER NAME:	
	INDEPENDENT BANK
By:	By:
Name:	Name:
Title:	Title:
Address:	Date:
Date:	

Treasury Management ACH Origination Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel Group: _____

CUSTOMER INFORMATION

Company Name

Company Tax ID

ACCOUNT SETUP

Account Name	Company Tax ID	Account Number (Treasury Complete Only)	ACH Credit Daily Limit (Limits must be equal for Treasury Basic)	ACH Debit Daily Limit (Limits must be equal for Treasury Basic)
			<input type="checkbox"/> \$	<input type="checkbox"/> \$
			<input type="checkbox"/> \$	<input type="checkbox"/> \$
			<input type="checkbox"/> \$	<input type="checkbox"/> \$
			<input type="checkbox"/> \$	<input type="checkbox"/> \$
EFTPS (Tax Payments)			\$ 0	
Monthly Profile Limits			\$ 0	\$ 0

☐ Pre-funding Required

File transmission options:

NACHA format | 5-column CSV | 2-column CSV | Manual Batch Entry

PROCESSING OPTIONS AND TIMELINES:

The Bank's Business Day cut-off time for receiving ACH Entries, Batches, or Files from the Originator is 5:00pm Central Time. Any ACH Entry, Batch, or File received after the current Business Day's cut-off time will be processed the next Business Day, with a Settlement Date of one to two (1 to 2) Business Days from the process date.

Required Report: Notification of Change (NOC) – Delivered via Secure Email (Adobe Reader Required)

Recipient Name:

Email:

Encryption Password:

SECURITY

Dual Authentication Required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Acknowledged By:
			Name: _____ Signature: _____

If "No" is selected above, Customer agrees and acknowledges that it refuses to accept and will not use the dual authentication with "Approval Required" security feature. Customer does so at its own risk. Customer agrees and acknowledges that it is solely responsible for such decision.

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management ACH Origination Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT:

Printed Name of Authorized Signer/Administrator

X

Title of Authorized Signer/Administrator

Date

Printed Name of Authorized Bank Officer

X

Title

Date

For Bank Use				
Prefunding Approvals	TM	LO	<input type="checkbox"/> See Attached Credit Approval for Non-Prefund Clients	
Implementation	<input type="checkbox"/> Q2	<input type="checkbox"/> CIF	<input type="checkbox"/> AA	<input type="checkbox"/> Spreadsheet
Maint. By / Date:			Verified By / Date:	

TREASURY MANAGEMENT ADMINISTRATOR SERVICE EXHIBIT



TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel

Company Name	Tax ID
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Administrator:	Office Phone Number:
Email Address:	Cell Phone Number:
Administrator Signature:	

The below-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Administrator Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

Customer hereby (1) designates the above-named person as the Administrator for purposes of the Agreement; (2) authorizes Bank to rely upon the contact information provided above to communicate with the Administrator; and (3) revokes all prior designations of an Administrator for purposes of the Agreement.

Company Name	
Authorized Signer	Title
Name of Signer	Date

Treasury Management Manual Wire Transfer Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel Start Date: _____

CUSTOMER INFORMATION

Company Name:	Tax ID:
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AUTHORIZED ACCOUNTS

Account Name	Tax ID	Account Number	Mailing Address

AUTHORIZED REPRESENTATIVES: The following persons are designated as Authorized Representatives to initiate payment orders for all accounts listed above. Customer will provide written notice to Bank in order to change or revoke the designation of any Authorized Representative or any account listed above.

Authorized Representative Signature	Name	Title	Phone	Password

OPERATING PROCEDURES:

Manual wire transfer requests received between 9:00am and 4:00pm will be processed the same day. Manual wire transfer requests may be submitted via email at WireDeskNTX@ibtx.com or by contacting the Wire Transfer Department at (214) 544-4600, option 5.

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Manual Wire Transfer Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT:

Printed Name of Authorized Signer/Administrator	X	Title of Authorized Signer/Administrator	Date
Printed Name of Authorized Bank Officer	X	Title	Date

For Bank Use
Email to Wire Dept:

Treasury Management Online Banking Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel Group: _____

CUSTOMER INFORMATION

Company Name		Tax ID:
Address		Billing Account:
Phone Number		

AUTHORIZED ACCOUNTS

Account Number	Account Name	Account Type	Routing Number (if external account)*	Services*
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan		<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw

*External accounts: provide voided check; transaction limit for external account transfers is \$50,000.

SECURE TOKEN USER INFORMATION (Secure token authentication is required for approval of online wire transfer and ACH origination)

User Name: _____	Login ID: _____	<input type="checkbox"/> New User <input type="checkbox"/> Existing User
<input type="checkbox"/> Admin will grant User Access	Bank Established User Access: <input type="checkbox"/> Admin User	<input type="checkbox"/> Online User <input type="checkbox"/> View Only User
Credential ID or Secure Token Serial#: _____		
Secure Access Information*: <input type="checkbox"/> E-mail Address: _____		
Phone #1 <input type="checkbox"/> Voice <input type="checkbox"/> Text	Phone #2 <input type="checkbox"/> Voice <input type="checkbox"/> Text	

User Name: _____	Login ID: _____	<input type="checkbox"/> New User <input type="checkbox"/> Existing User
<input type="checkbox"/> Admin will grant User Access	Bank Established User Access: <input type="checkbox"/> Admin User	<input type="checkbox"/> Online User <input type="checkbox"/> View Only User
Credential ID or Secure Token Serial#: _____		
Secure Access Information*: <input type="checkbox"/> E-mail Address: _____		
Phone #1 <input type="checkbox"/> Voice <input type="checkbox"/> Text	Phone #2 <input type="checkbox"/> Voice <input type="checkbox"/> Text	

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Online Banking Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT:

Printed Name of Authorized Signer/Administrator	X	Title of Authorized Signer/Administrator	Date
Printed Name of Authorized Bank Officer	X	Title	Date

For Bank Use	
Standard un-bundled pricing: <input type="checkbox"/>	Bundle Pricing: <input type="checkbox"/>
<input type="checkbox"/> ACH Payroll <input type="checkbox"/> ACH Collections <input type="checkbox"/> Positive Pay <input type="checkbox"/> ACH Blocking <input type="checkbox"/> Wires	<input type="checkbox"/> Cash Mgmt <input type="checkbox"/> Cash Mgmt Plus <input type="checkbox"/> Cash Mgmt Complete

Treasury Management Online Wire Transfer Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel Group: _____

CUSTOMER INFORMATION

Company Name	Tax ID:
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AUTHORIZED ACCOUNTS / WIRE TRANSFER LIMITS

Account Name	Account Number	Wire Transfer Limits		Profile Daily Limit
		Single Transaction / Daily Limits (Limits must be equal for Treasury Basic)		
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	<input type="checkbox"/> Domestic \$ <input type="checkbox"/> International \$
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	
		<input type="checkbox"/> Domestic \$	<input type="checkbox"/> International \$	

EMAIL NOTIFICATIONS:

Account Number	Recipient Name	Email Address
<input type="checkbox"/> All Accounts Listed Above		

SECURITY

Dual Authentication Required?	Yes	No	Authorized By:	
	<input type="checkbox"/>	<input type="checkbox"/>	Name:	Signature:

If "No" is selected above, Customer agrees and acknowledges that it refuses to accept and will not use the dual authentication with "Approval Required" security feature. Customer does so at its own risk and directs the Bank to not engage in any callback procedure with respect to Customer's wire transfer requests. Customer agrees and acknowledges that it is solely responsible for such decision.

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Online Wire Transfer Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT:

Printed Name of Authorized Signer/Administrator	X	Title of Authorized Signer/Administrator	Date
---	---	--	------

Printed Name of Authorized Bank Officer	X	Title	Date
---	---	-------	------

For Bank Use					
Exception Approval: <input type="checkbox"/> No Dual Control <input type="checkbox"/> Call-Back Required	TM Director:	TM Sales Officer:	Account Officer:	Regional Pres./CEO:	Executive:
Implementation <input type="checkbox"/> Q2 <input type="checkbox"/> AA <input type="checkbox"/> Spreadsheet			Maint. By / Date:		Verified By / Date:

Treasury Management Check Positive Pay Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel

Go-Live Date:

CUSTOMER INFORMATION

Company Name

Tax ID

AUTHORIZED ACCOUNTS

Account Number	Account Name	Positive Pay	Reverse Positive Pay	Account Reconciliation
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check <input type="checkbox"/> Deposit <input type="checkbox"/> Account

ISSUED CHECK DATA INPUT OPTIONS: Test file must be submitted for mapping prior to transmission of first issued check file.

Issued Item Files: Issued item information must be submitted to Bank prior to issuing items.

File Specifications: Issued Item Files must contain Item #, Issue Date, Item Amount (Payee name is optional)

File Upload Format: ☐ Delimited Text ☐ Fixed Length File ☐ CSV ☐ Manual Entry

Exception Items: Exception Items will be made available to Customer by 7:00 am Central Time each business day. Customer will communicate Pay Requests and Return Requests to Bank by 11:00 am Central Time of the same day.

Default Decision: If Customer fails to issue a Pay or Return Request regarding an Exception Item, Bank will default that Exception Item to: ☐ Return ☐ Pay

Notifications: Available via email or text alerts.

AUTHORIZED REPRESENTATIVES: The following persons are designated as Authorized Representatives with the selected access to all accounts listed above, unless otherwise specified. Customer will provide written notice to Bank in order to change or revoke the designation of any Authorized Representative or any account listed above

Name	Title	Email	Phone	Submit Issued Item Files	View Accounts & Reports	Process Exceptions
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Check Positive Pay Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT: (AUTHORIZED SIGNATURE REQUIRED)

Printed Name of Authorized Signer/Administrator

X

Title of Authorized Signer/Administrator

Date

Printed Name of Authorized Bank Officer

X

Title

Date

Treasury Management Remote Deposit Capture Service Exhibit

TYPE OF REQUEST ☐ New ☐ Change ☐ Cancel

CUSTOMER INFORMATION

Company Name:		Tax ID:	
Physical Address (Main Location):		City:	State: Zip:
Phone Number:	Fax Number:	Customer Service Phone Number:	
Business Structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit/Trust <input type="checkbox"/> Other		Business Description:	
Customer Contact Information (Main Location):			
Contact Name:		Contact Title:	
Phone Number:		Email Address:	

AUTHORIZED ACCOUNTS AND DEPOSIT LIMITS *Deposit limits may be adjusted periodically by Bank, without prior notification to customer, to accurately reflect activity.

Account Name	Account Number	Account Type	Daily Deposit Limit*
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
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		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$
		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	\$

For Bank Use Only	TM	RP	HDA	CCO	CRO
New Set Ups: <input type="checkbox"/> L <input type="checkbox"/> H					

Main Location Scanner Information:

Scanner Make / Model:	Scanner Serial Number:	Scanner Make / Model:	Scanner Serial Number:
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Location 2 Physical Address:

Location 2 Contact Name:	Title:	Phone Number:	Email Address:
Scanner Make / Model:	Scanner Serial Number:	Scanner Make / Model:	Scanner Serial Number:

Treasury Management

Remote Deposit Capture Service Exhibit

SERVICE TYPE & PROCESSING OPTIONS:

<input type="checkbox"/> Remote Deposit Capture (RDC/Batch Processing): RDC processing performs the courtesy amount recognition (CAR) and legal amount recognition (LAR) of each scanned check, balances, and repairs MICR.		
Number of Daily Deposits (select one): <input type="checkbox"/> Create One Deposit Per Day <input type="checkbox"/> Create One Deposit for Each Closed Batch		
Enable Data Entry: <input type="checkbox"/> Scanned items will appear on Data Entry View screen, allowing users to enter additional customer or transaction information		
Batch Adjustment Tolerance (select one): <i>Determines how a batch is handled when there is a variance between the deposit total submitted by customer and the deposit total calculated by the RDC system.</i> <input type="checkbox"/> \$0.00 – RDC system will REJECT any batch total with a variance <input type="checkbox"/> Unlimited – RDC system will ADJUST any batch total with a variance. (Default) <input type="checkbox"/> Set Variance – RDC system will adjust any batch total with a variance of plus/minus the following amount: \$		
Interested Party Email Address: treasury.support@ibbx.com	Interested Party Email Address:	Interested Party Email Address:

PROCESSING GUIDELINES:

- Daily Cutoff Time 6:00 pm Central Time
- Only Qualifying Items may be scanned
- Checks must be stored in a secure, locked location with limited employee access until destroyed
- Checks must be destroyed properly, shredding is the preferred method
- Virtual Endorsement will be applied; Customer will not endorse the back of the check before scanning

SYSTEM REQUIREMENTS:

In addition to a high-speed Internet connection, the following components are required for working with the application(s).

For the PC:

- Local Administrative rights.
- USB port 2.0 or higher.

For Microsoft® Windows®:

- Windows Vista® (except Starter or Home Basic); Microsoft Internet Explorer® 8 and 9 or Google® Chrome™
- Windows 7: Microsoft Internet Explorer 8, 9, 10, and 11 or Google Chrome.
- Windows 8: Microsoft Internet Explorer 10 or Google Chrome.
- Windows 8.1, update 1: Microsoft Internet Explorer 11 or Google Chrome.
- Windows 10: Microsoft Internet Explorer 11 or Google Chrome.
- .NET Framework 4.0 or higher.

NOTE: The current version of Chrome, and its two previous versions, are supported.

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Remote Deposit Capture Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

CUSTOMER APPROVAL AND ACKNOWLEDGEMENT:

Printed Name of Authorized Signer/Administrator	X	Title of Authorized Signer/Administrator	Date
Printed Name of Authorized Bank Officer	X	Title	Date

For Bank Use

New Setup-- see Checklist <input type="checkbox"/> ProfitStars <input type="checkbox"/> Msg <input type="checkbox"/> Fee <input type="checkbox"/> Spreadsheet	Maint. By / Date:	Verified By / Date:
---	-------------------	---------------------

TREASURY MANAGEMENT SECURITY GUIDELINES SERVICE EXHIBIT

Check fraud and CATO (corporate account takeover) are some of the most serious financial crimes in America. Identity theft is no longer solely restricted to individuals. Corporations and other businesses are increasingly targeted, hacked and victimized. CATO is a type of corporate identity theft in which a criminal steals a business' valid online banking credentials to view accounts and fraudulently transfer funds from the accounts. Criminals employ various methods to obtain access to legitimate banking credentials including the following:

- Mimicking an institution's website
- Using Malware to compromise a computer system
- Using a Virus to compromise a computer system
- Using Social Engineering to defraud employees into revealing security credentials or other sensitive data

It is important to evaluate your specific business risks and implement a security plan appropriate for your business, including but not limited to the following:

Basic Security Standards:

- Secure your computer & networks
- Limit administrative rights
- Install & maintain anti-virus/malware detection software
- Install & maintain spam filters
- Surf the internet carefully
- Install routers and firewalls
- Install updates as available
- Block pop-ups
- Do not open suspicious emails
- Do not use public internet access points
- Reconcile bank accounts daily
- Utilize fraud prevention tools
- Address any changes in your computer's performance
- Know how and to whom to report suspicious activity to your company and bank

Utilize Layered Security:

- Monitor IP Addresses
- Activate New User Controls – Administrator
- Use Dual Control Features
- Use Out of Band Confirmations for Transactions

Independent Bank offers a variety of fraud prevention tools, including Dual Authentication, Positive Pay, and ACH Blocking and Filtering. Contact your Account Officer or Treasury Management Representative to learn more and to implement these services.

The below-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Security Guidelines Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

Customer agrees to comply with the security procedures described in this Exhibit. Customer will be solely responsible for and will bear any liability, loss or damage resulting from Customer's failure to comply with the security procedures described in this Exhibit.

Customer Acknowledgement:

Customer Name

Name of Signer

Title

Authorized Signer

Date

**Start Date:**

Company Tax ID

☐ Line of Credit (LOC) Sweep - Requires Credit approval and Positive Pay Service

The above-named Customer and Independent Bank ("Bank") are parties to a Treasury Management Master Agreement (the "Agreement"). This Treasury Management Sweep Accounts Service Exhibit (this "Exhibit") is a Service Exhibit as defined in the Agreement and is incorporated into and subject to the terms of the Agreement including the security procedures found in the Agreement or other Documents (as defined in the Agreement) and any supplement or amendment thereto.

Date _____

Date _____

June 2016

Agenda Section	Regular Agenda
Section Number	V.D
Subject	Consider, discuss and act upon Reliant Energy contract.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	Reliant Offer Agreements
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Business Electricity Service
Reliant Energy Retail Services, LLC - REP Certificate #10007

OFFER AGREEMENT

Please complete the information below. Your failure to provide accurate information will delay your enrollment.

City of Farmersville

Business Name (Applicant)

Daphne

Hamlin

First Name

Last Name

205 S. Main St.

Billing Address

Farmersville

TX

75442

City

State

Zip

PHONE NUMBER: 972-732-6151

Would you prefer to receive information in:

☒ English ☐ Spanish (please check one)

If you provide your e-mail address below, we will send you important account information, and may occasionally send you e-mail messages about ways to save energy and about our products and services.

E-mail:

Sq. Footage of Business

Type of Business

RELIANT BUSINESS POWER PLUS 24 PLAN VCF:

Price: \$0.00 recurring Base Charge for each electricity meter + 4.4¢ per kilowatt-hour Energy Charge + Transmission and Distribution Service Provider (TDSP) Pass-Through Charges. TDSP Pass-Through Charges will be passed through on the invoice without markup by Reliant.

This offer has limited availability and may be withdrawn at any time.

Electricity Facts Label: (R2F00110180213a)

Price Disclosure:

The average price is 7.6¢ per kWh for Non-demand meters based on average consumption of 3500 kWh. The average price is 9.1¢ per Kwh for Demand meters based on a peak demand assuming a 30% load factor.

Promo Code: **GI43G8**

Deposit: You will be notified within 3 business days if a deposit is required. If required, the deposit amount will be the greater of the next two months estimated billings or one-fifth (1/5th) of my estimated annual billings and deposit options are set forth in the Terms of Service.

Deposit Amount: \$

Initial Contract Term Start Date:

Contract Term: months

Customer, Initials:

Your contract start will be the first regularly scheduled meter read dates on or after date shown above, if you are switching to Reliant from another provider. For desired switches and move-in requests your Contract Term will start on the date specified for each service address listed below unless all requirements have not been satisfied. The contract will continue until the full contract term has been completed for each service address. At least 14 days before the end of your term, you will receive a contract expiration notice describing the Month to Month product that will automatically apply until you select another Reliant plan, switch to another provider or the contract is cancelled, terminated or disconnected as provided in the Terms of Service document.

Service Address

ESI ID

Desired Switch/MVI Date
(if applicable)

1925 COUNTY ROAD 648 ROYSE CITY TX 75189

10443720009976743

5/1/17

OUTDOOR LIGHTING SERVICE: (Month-to-Month)

Price: Energy Charge of 0.0¢ per kWh of deemed usage and transmission and distribution service provider delivery charges passed through without markup. TDSP delivery charges are per lamp and based on the actual lamp type provided by your transmission and distribution utility. Total price per lamp will vary based on your actual lamp type. All lamp type prices are detailed in the Electricity Facts Label (R2F31536b) that is a part of your contract documents that is being provided to you.

Service Address

ESI ID

PROMO

n/a

Authorization: By signing below, (i) I am authorizing Reliant Energy Retail Services, LLC (Reliant) to become my new retail electric provider and to act as my agent to perform any necessary tasks to establish my electric service account with Reliant, (ii) I hereby authorize Reliant to obtain credit reports and/or other credit references in connection with my account(s) or other transactions with Reliant; (iii) I understand that an initial deposit may be required and failure to satisfy the deposit requirements specified above will delay my enrollment, (iv) I have received, read and understand the contract documents, which includes the Terms of Service (R2F1720A), the Offer Agreement, the Electricity Facts label, and Your Rights as A Customer document, (v) I am at least eighteen (18) years of age and legally authorized by all necessary action to change the retail electric provider for the each service address listed in the Offer Agreement, (vi) I understand that no alterations by either party to the printed portions of the contract documents will be valid, that the contract documents are intended as the exclusive statement of the agreement and that no other document or statement shall be used to vary or contradict the express terms of the contract documents; (vii) an early termination of this contract prior to the end of the 24-month term may result in a cancellation fee equal to 2 times the sum of the Energy Charge, Demand Charge if applicable, Base Charge if applicable, and TDSP Pass-Through charges on the invoice prior to the final invoice and (viii) I understand that although I am entering into a contract today, my switch will be submitted later to occur on or after the contract start date provided above.

It is important that you confirm that the contract start date you provided is accurate as it could result in cancellation fees from your current provider if it is not correct. Reliant will not be responsible for any cancellation fees assessed as a result of this switch. **NOTICE:** You can cancel your acceptance of this contract without penalty or fee before midnight of the third federal business day after the Effective date. The Effective Date of the agreement is the date this Offer Agreement is executed by the customer. See the Terms of Service for specific information on how to exercise the right of rescission.

Signature

Effective Date

Federal Tax ID#

Name of individual legally authorized to act for Applicant (please print)

Sales Rep Signature

Title or relationship to Applicant

Sales Rep Name

Agent #

R2N800
(11-2014)

OFFER AGREEMENT

Please complete the information below. Your failure to provide accurate information will delay your enrollment.

City of Farmersville

Business Name (Applicant)

Daphne

Hamlin

First Name

Last Name

205 S. Main St.

Billing Address

Farmersville

TX

75442

City

State

Zip

PHONE NUMBER: **972-732-6151**

Would you prefer to receive information in:

☒ English ☐ Spanish (please check one)

If you provide your e-mail address below, we will send you important account information, and may occasionally send you e-mail messages about ways to save energy and about our products and services.

E-mail:

Sq. Footage of Business

Type of Business

RELIANT BUSINESS POWER PLUS 24 PLAN VCF:

Price: \$0.00 recurring Base Charge for each electricity meter + 4.7¢ per kilowatt-hour Energy Charge + Transmission and Distribution Service Provider (TDSP) Pass-Through Charges. TDSP Pass-Through Charges will be passed through on the invoice without markup by Reliant.

This offer has limited availability and may be withdrawn at any time.

Electricity Facts Label: (R2F00110180213a)

Price Disclosure:

The average price is 9.8¢ per kWh for Non-demand meters based on average consumption of 3500 kWh. The average price is 9.9¢ per kWh for Demand meters based on a peak demand assuming a 30% load factor.

Promo Code: **S12EE4**

Deposit: You will be notified within 3 business days if a deposit is required. If required, the deposit amount will be the greater of the next two months estimated billings or one-fifth (1/5th) of my estimated annual billings and deposit options are set forth in the Terms of Service.

Deposit Amount: \$

Initial Contract Term Start Date: _____ Contract Term: **24** months

Customer Initials: _____

Your contract start will be the first regularly scheduled meter read dates on or after date shown above, if you are switching to Reliant from another provider. For desired switches and move-in requests your Contract Term will start on the date specified for each service address listed below unless all requirements have not been satisfied. The contract will continue until the full contract term has been completed for each service address. At least 14 days before the end of your term, you will receive a contract expiration notice describing the Month to Month product that will automatically apply until you select another Reliant plan, switch to another provider or the contract is cancelled, terminated or disconnected as provided in the Terms of Service document.

Service Address

ESI ID

Desired Switch/MVI Date
(if applicable)

1010 E HWY 380 PUMP FARMERSVILLE TX 75442

10400512640780001

12/19/17

OUTDOOR LIGHTING SERVICE: (Month-to-Month)

Price: Energy Charge of 0.0¢ per kWh of deemed usage and transmission and distribution service provider delivery charges passed through without markup. TDSP delivery charges are per lamp and based on the actual lamp type provided by your transmission and distribution utility. Total price per lamp will vary based on your actual lamp type. All lamp type prices are detailed in the Electricity Facts Label (R2F31536b) that is a part of your contract documents that is being provided to you.

Service Address

ESI ID

PROMO

n/a

Authorization: By signing below, (i) I am authorizing Reliant Energy Retail Services, LLC (Reliant) to become my new retail electric provider and to act as my agent to perform any necessary tasks to establish my electric service account with Reliant, (ii) I hereby authorize Reliant to obtain credit reports and/or other credit references in connection with my account(s) or other transactions with Reliant; (iii) I understand that an initial deposit may be required and failure to satisfy the deposit requirements specified above will delay my enrollment, (iv) I have received, read and understand the contract documents, which includes the Terms of Service (R2F1720A), the Offer Agreement, the Electricity Facts label, and Your Rights as A Customer document, (v) I am at least eighteen (18) years of age and legally authorized by all necessary action to change the retail electric provider for the each service address listed in the Offer Agreement, (vi) I understand that no alterations by either party to the printed portions of the contract documents will be valid, that the contract documents are intended as the exclusive statement of the agreement and that no other document or statement shall be used to vary or contradict the express terms of the contract documents; (vii) an early termination of this contract prior to the end of the 24-month term may result in a cancellation fee equal to 2 times the sum of the Energy Charge, Demand Charge if applicable, Base Charge if applicable, and TDSP Pass-Through charges on the invoice prior to the final invoice and (viii) I understand that although I am entering into a contract today, my switch will be submitted later to occur on or after the contract start date provided above.

It is important that you confirm that the contract start date you provided is accurate as it could result in cancellation fees from your current provider if it is not correct. Reliant will not be responsible for any cancellation fees assessed as a result of this switch. NOTICE: You can cancel your acceptance of this contract without penalty or fee before midnight of the third federal business day after the Effective date. The Effective Date of the agreement is the date this Offer Agreement is executed by the customer. See the Terms of Service for specific information on how to exercise the right of rescission.

Signature

Effective Date

Federal Tax ID#

Name of individual legally authorized to act for Applicant (please print)

Sales Rep Signature

Title or relationship to Applicant

Sales Rep Name

Agent #



Business Electricity Service
Reliant Energy Retail Services, LLC - REP Certificate #10007

Service Address	ESI ID	Start Date
CR 610 RD FARMERSVILLE TX 75442	10400514283600001	12/19/17
1716 BOB TEDFORD DR FARMERSVILLE TX 75442	10400514649850001	12/19/17
1703 W AUDIE MURPHY PKWY FARMERSVILLE TX 75442	10400514681800001	12/19/17
22000 HPS O/P 1 FARMERSVILLE TX 75442	10400515620890001	12/19/17
22000 HPS W/P FARMERSVILLE TX 75442	10400515621500001	12/19/17
4000 E HWY 380 UNIT SEWER FARMERSVILLE TX 75442	10400512640740001	12/19/17
3000 E HWY 380 PUMP FARMERSVILLE TX 75442	10400512640760001	12/19/17
2000 E HWY 380 PUMP FARMERSVILLE TX 75442	10400512640770001	12/19/17

Signature

Effective Date

Federal Tax ID#

Name of individual legally authorized to act for Applicant (please print)

Sales Rep Signature

Title or relationship to Applicant

Sales Rep Name

Agent #



Business Electricity Service
Reliant Energy Retail Services, LLC - REP Certificate #10007

OFFER AGREEMENT

Please complete the information below. Your failure to provide accurate information will delay your enrollment.

City of Farmersville

Business Name (Applicant)

Daphne

Hamlin

First Name

Last Name

205 S. Main St.

Billing Address

Farmersville

TX

75442

City

State

Zip

PHONE NUMBER: 972-732-6151

Would you prefer to receive information in:

☒ English ☐ Spanish (please check one)

If you provide your e-mail address below, we will send you important account information, and may occasionally send you e-mail messages about ways to save energy and about our products and services.

E-mail:

Sq. Footage of Business

Type of Business

RELIANT BUSINESS POWER PLUS 24 PLAN VCF:

Price: \$0.00 recurring Base Charge for each electricity meter + 4.6¢ per kilowatt-hour Energy Charge + Transmission and Distribution Service Provider (TDSP) Pass-Through Charges. TDSP Pass-Through Charges will be passed through on the invoice without markup by Reliant.

This offer has limited availability and may be withdrawn at any time.

Electricity Facts Label: (R2F00110180213a)

Price Disclosure:

The average price is 9.7¢ per kWh for Non-demand meters based on average consumption of 3500 kWh. The average price is 9.8 ¢ per Kwh for Demand meters based on a peak demand assuming a 30% load factor.

Promo Code: **G143NG**

Deposit: You will be notified within 3 business days if a deposit is required. If required, the deposit amount will be the greater of the next two months estimated billings or one-fifth (1/5th) of my estimated annual billings and deposit options are set forth in the Terms of Service.

Deposit Amount: \$

Initial Contract Term Start Date:

Contract Term: _____ months

Customer, Initials: _____

Your contract start will be the first regularly scheduled meter read dates on or after date shown above, if you are switching to Reliant from another provider. For desired switches and move-in requests your Contract Term will start on the date specified for each service address listed below unless all requirements have not been satisfied. The contract will continue until the full contract term has been completed for each service address. At least 14 days before the end of your term, you will receive a contract expiration notice describing the Month to Month product that will automatically apply until you select another Reliant plan, switch to another provider or the contract is cancelled, terminated or disconnected as provided in the Terms of Service document.

Service Address	ESI ID	Desired Switch/MVI Date (if applicable)
1724 BOB TEDFORD DR FARMERSVILLE TX 75442	10400514715240001	5/1/17

OUTDOOR LIGHTING SERVICE: (Month-to-Month)

Price: Energy Charge of 0.0¢ per kWh of deemed usage and transmission and distribution service provider delivery charges passed through without markup. TDSP delivery charges are per lamp and based on the actual lamp type provided by your transmission and distribution utility. Total price per lamp will vary based on your actual lamp type. All lamp type prices are detailed in the Electricity Facts Label (R2F31536b) that is a part of your contract documents that is being provided to you.

Service Address	ESI ID	PROMO
n/a		

Authorization: By signing below, (i) I am authorizing Reliant Energy Retail Services, LLC (Reliant) to become my new retail electric provider and to act as my agent to perform any necessary tasks to establish my electric service account with Reliant, (ii) I hereby authorize Reliant to obtain credit reports and/or other credit references in connection with my account(s) or other transactions with Reliant, (iii) I understand that an initial deposit may be required and failure to satisfy the deposit requirements specified above will delay my enrollment, (iv) I have received, read and understand the contract documents, which includes the Terms of Service (R2F1720A), the Offer Agreement, the Electricity Facts label, and Your Rights as A Customer document, (v) I am at least eighteen (18) years of age and legally authorized by all necessary action to change the retail electric provider for the each service address listed in the Offer Agreement, (vi) I understand that no alterations by either party to the printed portions of the contract documents will be valid, that the contract documents are intended as the exclusive statement of the agreement and that no other document or statement shall be used to vary or contradict the express terms of the contract documents; (vii) an early termination of this contract prior to the end of the 24-month term may result in a cancellation fee equal to 2 times the sum of the Energy Charge, Demand Charge if applicable, Base Charge if applicable, and TDSP Pass-Through charges on the invoice prior to the final invoice and (viii) I understand that although I am entering into a contract today, my switch will be submitted later to occur on or after the contract start date provided above.

It is important that you confirm that the contract start date you provided is accurate as it could result in cancellation fees from your current provider if it is not correct. Reliant will not be responsible for any cancellation fees assessed as a result of this switch. **NOTICE:** You can cancel your acceptance of this contract without penalty or fee before midnight of the third federal business day after the Effective date. The Effective Date of the agreement is the date this Offer Agreement is executed by the customer. See the Terms of Service for specific information on how to exercise the right of rescission.

Signature

Effective Date

Federal Tax ID#

Name of individual legally authorized to act for Applicant (please print)

Sales Rep Signature

Title or relationship to Applicant

Sales Rep Name

Agent #

R2N800
(11-2014)

Agenda Section	Regular Agenda
Section Number	V.E
Subject	Consider, discuss and act upon resignation of Craig Overstreet and Chad Dillard from Planning & Zoning Commission.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	1. Craig Overstreet's resignation letter 2. Chad Dillard's resignation email
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

May 15, 2017

City of Farmersville
205 South Main Street
Farmersville, TX 75442

Attn: Sandra Green, City Secretary

Dear Ms. Green,

Please accept this letter as my official resignation as chairman and member of the Farmersville Planning & Zoning Commission, effective May 22, 2017. I appreciate the opportunity to work with the Commission and the citizens of our community, and I wish them well as Farmersville continues to grow and prosper.

Thank you for all your assistance during my time of service.

Sincerely,



W. Craig Overstreet

Sandra Green

From: Chad Dillard <Chad@oakgrovelandscape.com>
Sent: Wednesday, May 10, 2017 4:54 PM
To: Sandra Green
Cc: Ben White
Subject: RE: 2017-05-15 Planning & Zoning Agenda Packet

Ben/Sandra

I will not be at the meeting on Monday and Consider this my resignation from Planning & Zoning. I have moved out of the city limits. Thanks.

Agenda Section	Regular Agenda
Section Number	V.F
Subject	Consider, discuss and act upon Kim Potter's resignation from FCDC (4B), Main Street Board, and Parks and Recreation Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	Kim Potter's resignation letters
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Thursday, May 11, 2017

4B Board,

Thank you so much for allowing me the privilege to serve on the 4B board with all of you. My term is up this month and I will not be re-applying at this time. It has been my pleasure to serve with all of you!

Thank you,
Kim Potter

A handwritten signature in cursive script that reads "Kim Potter".

5-11-17

Thursday, May 11, 2017

Main Street Board,

Thank you so much for allowing me the privilege to serve on the Main Street board. It has been a pleasure to serve with all of you! This past year has been pretty stressful with the fire/remodeling and basically starting over. I need to step away from some of my other commitments and focus more on our business and family at this time. Please consider this my resignation.

Thank you,
Kim Potter

Kim Potter
5-11-17

Thursday, May 11, 2017

Parks and Recs Board,

Thank you so much for allowing me the privilege to serve on the Parks and Recs board. It has been a pleasure to serve with all of you! This past year has been pretty stressful with the fire/remodeling and basically starting over. I need to step away from some of my other commitments and focus more on our business and family at this time. Please consider this my resignation.

Thank you,
Kim Potter

A handwritten signature in cursive script that reads "Kim Potter".

5-11-17

Agenda Section	Regular Agenda
Section Number	V.G
Subject	Consider, discuss and act regarding the renegotiation of the North Farmersville Water Contract minimums.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	<ul style="list-style-type: none"> • Letter from Glenn McClain • Chart of water usage
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to lead discussions • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

North Farmersville Water Supply Corp

P.O.Box 212 Farmersville, TX 75442

(972) 782-6257

May 9, 2017

To: Mayor, City Council, and City Manager of the City of Farmersville, Texas

Request to adjust contract minimum

Several years ago North Farmersville Water Supply Corp (NFWSC) entered into a contract with the City for purchase of water thru a master meter. At that time, thru engineering studies using actual data of water consumed by customers of NFWSC, a minimum usage requirement was established. For years, NFWSC met or exceeded that minimum then the drought hit with Stage 3 water restrictions. Usage dropped considerably. Due to TCEQ requirements, volume, pressure, chlorine residual issues, NFWSC released 37 meters in northern most service area to Frognot WSC. This further reduced water usage.

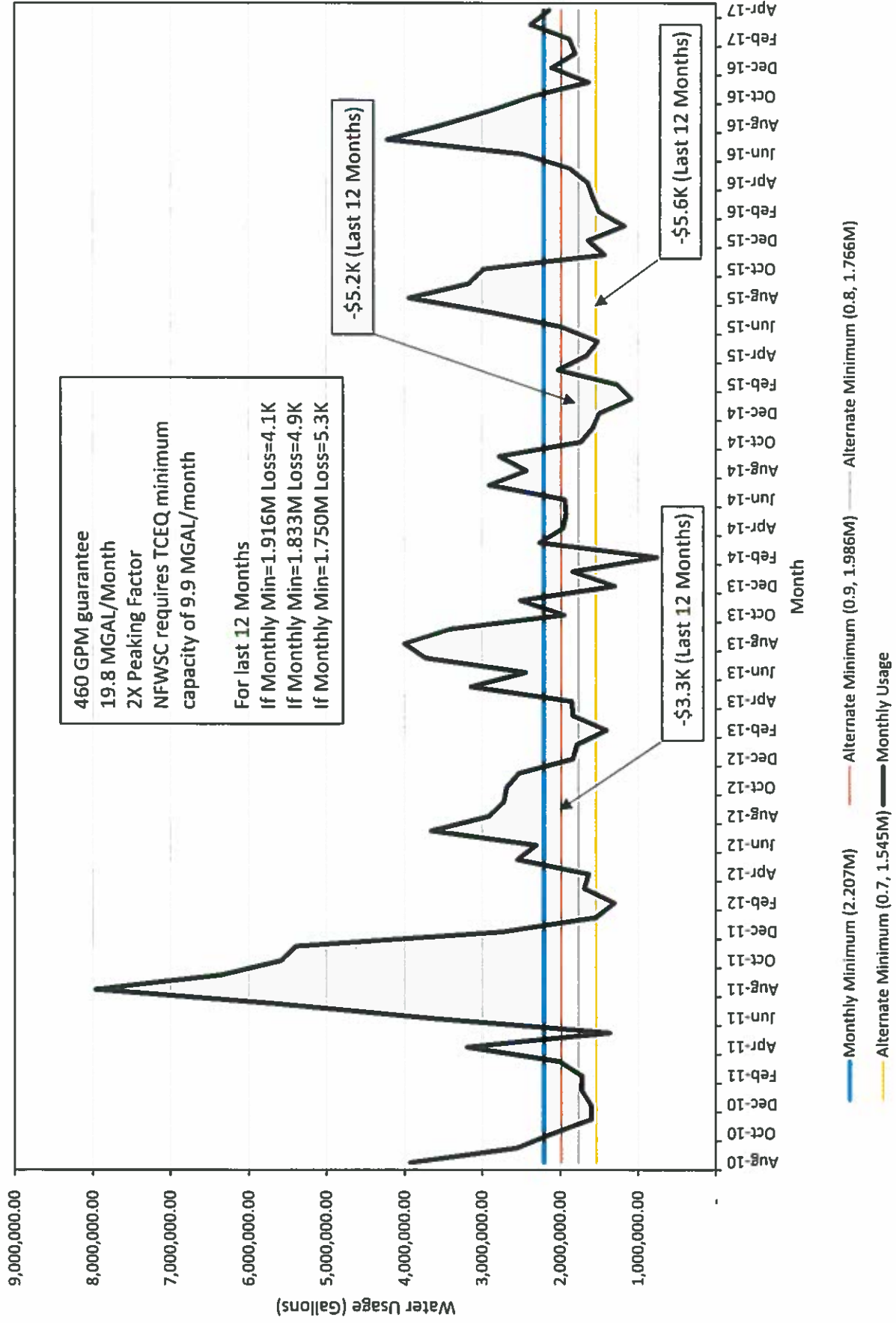
Current yearly minimum is 26,484,720 gallons or 2,207,060 monthly. During winter months, usage is often less than half the minimum which results in NFWSC

paying for thousands of gallons on unused water. NFWSC understands the dilemma with North Texas Municipal Water District but any relief would be helpful. If the minimum could be lowered to around 21,000,000, NFWSC would probably be under the minimum maybe a fourth of the time instead of over half the time.

While this may turn out to be a small amount for the City, it is a large amount to a small water supply with 214 meters.

Thank you for allowing this item to be on your agenda.

North Farmersville WSC Monthly Water Usage



Agenda Section	Regular Agenda
Section Number	V.H
Subject	Consider, discuss and act upon signage in regards to children at play.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	<ul style="list-style-type: none"> • Packet regarding Children at Play signs • Pictures of speed signs
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to lead discussions. • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Children at Play Signs

Typical Reasons why “Children at Play” signs are nonstandard and not to be used on roadways. Here are a few of them:

- The Traffic Control Devices Handbook from the Institute of Transportation Engineers (ITE) states, “Caution-Children at Play or Slow Children signs should not be used since they may encourage children to play in the street and may encourage parents to be less vigilant.” “Children at Play” signs give parents a false sense of security in letting their children play in the streets.
- Motorists should expect children to be at play in all residential areas, and the lack of signing on some streets may indicate otherwise.
- These signs have no legal basis for determining what a motorist should do. They are unenforceable and act as another roadside obstacle to pedestrians and errant motorists.
- Use of these nonstandard signs may imply that the involved jurisdiction approves of streets as playgrounds, which may result in the jurisdiction being vulnerable to tort liability.
- These signs do not provide guidance to motorists as to a safe speed.
- “Children at Play” signs may be designed to look like warning signs, diamond shaped and yellow with a black legend. However, in many instances, this sign has a non-standard shape and color. Warning signs provide information on the specific location of the hazard (pedestrian crossing, curve, etc.). “Children at Play” signs do not give a specific location. They merely tell the driver that kids may be in the road somewhere.
- Multiple studies have shown that “Children at Play” signs do not reduce traffic speeds or make drivers more observant.
- Nearly 30 percent of tort cases filed against roadway agencies pertain to signs. When installing signs that do not follow the guidelines in the Manual on Uniform Traffic Control Devices (MUTCD), agencies are increasing their liability should a child be hit on these roadways.

According to the Institute of Transportation Engineers (ITE) publication, *Traffic Control Devices Handbook*, CAUTION—CHILDREN AT PLAY or SLOW CHILDREN signs should not be used since they may encourage children to play in the street and may encourage parents to be less vigilant. Such signs also provide no guidance to motorists as to a safe speed, and the sign has no legal basis for determining what a motorist should do. Furthermore, motorists should expect children to be at play in all residential areas, and the lack of signing on some streets may indicate otherwise. The signs are unenforceable and act as another roadside obstacle to pedestrians and errant motorists. Use of these nonstandard signs may also imply that the involved jurisdiction approves of streets as playgrounds, which may result in the jurisdiction being vulnerable to tort liability.

Recommend adoption of the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) in our Thoroughfare Design Manual

Ben White

From: Lisa Thibaut <LisaT@vulcaninc.com>
Sent: Friday, May 5, 2017 3:38 PM
To: Ben White
Subject: Slow Children at Play
Attachments: W41-4B.jpg; W41-4C WATCH SYM CHILDREN.gif

Hi Ben,

I've attached a couple of Children at Play messages. These are the only two drawings I could readily put my hands on. We have removed these signs from our catalog since the MUTCD has removed them from their manual. The engineers claim it gives parents and children a false sense of security; however, we will still make them if you'd like.

Thank you!

Lisa Thibaut | *Customer Service Representative*



Office: 800-633-6845

Fax: 251-972-1552

[Vulcan Signs' Website](#)

[Take a Virtual Tour of Vulcan Signs](#)

Is it OK to Install "Children at Play" Signs?

Traffic signs are installed on our highways for many reasons. They may inform us of the need to stop, the speed limit, street names or which direction to go. Warning signs alert us to unexpected hazards on our roads. Signs help us obey the laws, find our destination, and keep us from running off the road. They help us to be safe whether we are a motorist, bicyclist or pedestrian.

Many agencies receive requests for "Slow Children", "Children at Play", or "Slow Children at Play" signs. At first glance it seems logical to install these signs. After all, children play in or near the road and shouldn't there be some warning given to drivers? But do they really help? Are these signs ok to use?

The first place to look for advice is the Manual on Uniform Traffic Control Devices (MUTCD). This is a federal document that provides guidance on how to use traffic signs and which signs are appropriate. North Dakota law requires the use of this manual for traffic control.

Part 2 of the MUTCD discusses the function and purpose of acceptable signs on all types of roads. Communities are to only use standard signs that are found in the manual. "Children at Play" signs are not listed therefore are **nonstandard and inappropriate to install**.

There are several reasons why "Children at Play" signs are nonstandard and not to be used on roadways. Here are a few of them:

- The Traffic Control Devices Handbook from the Institute of Transportation Engineers (ITE) states, "Caution-Children at Play or Slow Children signs should not be used since they may encourage children to play in the street and may encourage parents to be less vigilant." "Children at Play" signs give parents a false sense of security in letting their children play in the streets.
- Motorists should expect children to be at play in all residential areas, and the lack of signing on some streets may indicate otherwise.
- These signs have no legal basis for determining what a motorist should do. They are unenforceable and act as another roadside obstacle to pedestrians and errant motorists.
- Use of these nonstandard signs may imply that the involved jurisdiction approves of streets as playgrounds, which may result in the jurisdiction being vulnerable to tort liability.
- These signs do not provide guidance to motorists as to a safe speed.
- "Children at Play" signs may be designed to look like warning signs, diamond shaped and yellow with a black legend. However, in many instances, this sign has a non-standard shape and color. Warning signs provide information on the specific location of the hazard

(pedestrian crossing, curve, etc.). "Children at Play" signs do not give a specific location. They merely tell the driver that kids may be in the road somewhere.

- Studies have shown that "Children at Play" signs do not reduce traffic speeds or make drivers more observant.

There are some alternatives that can work in many instances. The playground sign is an appropriate sign alongside parks or playgrounds. Also the pedestrian crossing sign should be used to warn motorists in those locations where children and others frequently cross the road.

Nearly 30 percent of tort cases filed against roadway agencies pertain to signs. When installing signs that do not follow the guidelines in the MUTCD, agencies are increasing their liability should a child be hit on these roadways.

It can be difficult to say no to residents when this sign is requested. Yet, by following the MUTCD and not installing "Children at Play" you may be improving safety for everyone in your community.

Source: ©2013 University of Kentucky, Technology Transfer Program (T2) Reprinted with permission from T2, Kentucky Transportation Center.


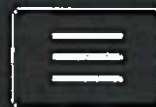
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SLOW

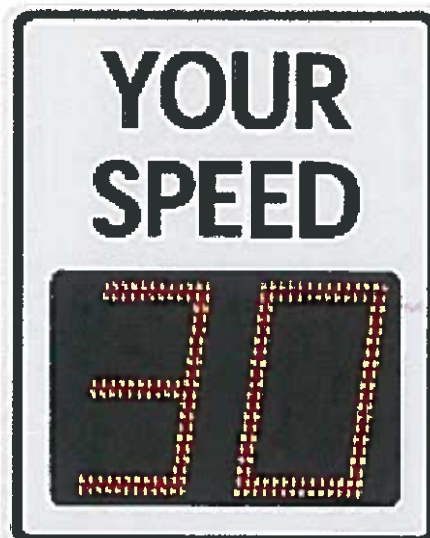


**CHILDREN
AT PLAY**

1-678-965-4814


radarsign.
MAKING ROADS SAFER

Available in Three Display Sizes:





Agenda Section	Regular Agenda
Section Number	V.I
Subject	Consider, discuss and act upon Resolution #R-2017-0523-001 regarding roadway support for North Texas Central Council of Governments.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	R-2017-0523-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2017-0523-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS,
SUPPORTING COLLIN COUNTY TRANSPORTATION PRIORITIES**

WHEREAS, the Regional Transportation Council (RTC) is the policy body, and North Texas Council of Governments, (NCTCOG) through its Transportation Department is the federally designated Metropolitan Planning Organization (MPO) that conducts regional transportation planning in North Texas, and is responsible for developing multimodal transportation plans and programs in support of coordinated regional mobility in North Central Texas; and

WHEREAS, Mobility 2040 is the approved Metropolitan Transportation Plan for North Central Texas and outlines mobility, quality of life, system sustainability, and implementation as the transportation goals of the region; and

WHEREAS, the rapid population growth in Collin County presents current and future concerns about traffic congestion and overall mobility in North Central Texas; and

WHEREAS, the RTC, the Texas Department of Transportation (TxDOT), and Collin County are committed to developing solutions that assure adequate future mobility and, as such, have placed special emphasis on identifying priority projects in Collin County that may not already be identified in the Mobility 2040 Plan; and

WHEREAS, on March 31st 2017 NCTCOG presented a Strategic Roadway Action Plan to the Collin County Elected Officials in response to the growing need to improve mobility in North Texas, and for consideration for expedited implementation; and

WHEREAS, collaboration amongst local governments is critical, therefore elected officials were asked to come to a consensus for the identification of priority projects that will support the transportation goals outlined in the Strategic Roadway Action Plan and the Mobility 2040 Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:

Section 1. The City Council of the City of Farmersville, Texas ("Council") supports the eastward extension of Spur 399 as a limited access roadway, identified as State Highway 121 Extension, in the Strategic Roadway Action Plan, to a point east of Princeton as the first priority project for providing relief for US

380 east of US 75.

- Section 2.** The Council recognizes the need to develop immediate improvements to US 380 from the City of McKinney through the City of Princeton to address existing safety and congestion issues.
- Section 3.** The Council supports the consideration of a new limited access roadway through the "Lake Lavon Peninsula" identified as the "Lake Corridor" in the Strategic Roadway Action Plan, north and south of the City of Princeton.
- Section 4.** The Council also supports and encourages the County to continue its longstanding partnerships with local governments for emphasizing and advancing the construction of arterial roadways that support the Collin County Thoroughfare Plan.
- Section 5.** The Council supports the ongoing efforts of the Texas Department of Transportation in evaluating the best options for the improvements to Highway 380, and understands that this process will take an extended period of time to complete, recognizing concerns that potential economic and social impacts exist in converting sections of Highway 380 to limited access.
- Section 6.** The Council supports Collin County in its efforts to advance the development of the Collin County Outer Loop and encourages the County to accelerate the project schedule.
- Section 7.** This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 23rd DAY OF MAY, 2017.

APPROVED:

Diane C. Piwko
Mayor

ATTEST:

Sandra Green
City Secretary

Agenda Section	Regular Agenda
Section Number	V.J
Subject	Consider, discuss and act upon the procedures for City Facebook pages.
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	Policy for City social media pages
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to lead discussions • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

City of Farmersville Digital Media and Social Networking Facebook Pages

- Police Department
- Fire Department
- Main Street Program
- Library
- Warrant Officer

Digital Media and Social Networking Sites Run Rules

- Administered by full-time City employees only.
- Administers shall receive approved training on a yearly basis.
 - TML Course: Social Media and Your City, 1 hour webinar, \$65
- Any new digital media and social networking sites shall be approved by the City Manager before they become operational.
- Digital media and social networking sites shall be reviewed yearly by the City Secretary for adherence to the policy and run rules.

Digital Media and Social Networking Sites Terms of Use Policy

The City of Farmersville believes resident feedback plays an important role in the governance of our community. Farmersville's digital media and social networking sites are open to comments. Farmersville's digital media and social networking sites are just a few of the many tools the City utilizes for information distribution and the receipt of resident feedback. Not every issue facing the City will necessarily be addressed on the digital media and social networking sites. The City's goals for these communication tools are to:

- Reach new audiences with City messages and information
- Provide additional channels of input for citizens and other stakeholders
- Increase the transparency of the City's decision-making process
- Facilitate a sense of community

Comment Posting Regulations

The City intends to promote effective communication and maintain a respectful dialogue. In that spirit, the rules for posting external comments on any official City of Farmersville digital media or social networking site will maintain a productive and open forum for community discussion. Our moderators use these rules to ensure that posted comments are constructive and suitable for all readers, while respecting a range of opinions and points of view. Moderation will take place during the City's normal business hours. Posted comments must comply with the following regulations:

- Comments and posts must be civil and may not contain slanderous, libelous, malicious, offensive, threatening, profane, or insulting language.
- References to the personality of individuals or personal attacks will not be permitted.
- Advertising or promotional announcements are not permitted.
- Comments on City posts must be within the scope of the topic under discussion.
- Comments and posts cannot include personally identifiable information, such as an address, phone number, social security number or other sensitive information.
- Comments and posts cannot represent a person other than the one posting the comment.
- Comments and posts containing links to other web sites or pages must be relevant to the topic.
- Comments and posts cannot serve electoral campaign purposes. Political messages will not be published.
- Participants are responsible for what they post. Comments must not breach any law, confidentiality, or copyright.

Important: Comments and posts by external parties on a City of Farmersville digital media or social networking sites are not official public testimony concerning any project or program. An opinion expressed on a City of Farmersville digital media or social networking site is posted for discussion only and is not a substitute for a formal statement in a public hearing process. A participant who posts comments contrary to the terms of use policy may be prohibited from future participation. The City of Farmersville reserves the right to update the Terms of Use.

Agenda Section	Regular Agenda
Section Number	V.K
Subject	Consider, discuss and act upon receiving \$100 donation to the Fire Department
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 23, 2017
Attachment(s)	Copy of check from Arthur or Kennett LeForge
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to lead discussions • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action



ARTHUR OR KENNETT M. LeFORGE
15462 COUNTY RD. 622 PH. (972) 752-5007
BLUE RIDGE, TEXAS 75424

FIRST NATIONAL BANK
TRENTON, TX 75480
88-858/1119

9448

5/5/2017

\$ **100.00

PAY TO THE ORDER OF FARMERSVILLE VOLUNTEER FIRE DEPARTMENT

One Hundred and 00/100 ***** DOLLARS

FARMERSVILLE VOLUNTEER FIRE DEPTMEN
205 S. MAIN STREET
FARMERSVILLE, TEXAS 75442

MEMO

2017

Kenett M. LeForge MP

⑈009448⑈ ⑆111908583⑆ ⑈14 2830 9⑈

ARTHUR OR KENNETT M. LeFORGE

FARMERSVILLE VOLUNTEER FIRE DEPARTMENT

2013

5/5/2017

9448

100.00

VI. Requests to be Placed on Future Agendas

VII. Adjournment