

**FIRST
FINANCIAL
BANK**

Craig Beskow
Executive Vice President / Cashier

April 23, 2013

Margaret Cook
Johnson County Purchasing
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031



Dear Margaret,

Thank you for the opportunity to bid for the Johnson County depository relationship. We at First Financial Bank look forward to continuing to provide Johnson County state-of-the-art financial services with a personal touch.

The Johnson County Request for Proposal for Banking Services is attached to this letter. First Financial Bank's responses are entered in blue. This proposal is valid for 180 days from the submission date. First Financial Bank, N. A. will prepare a monthly account analysis to monitor volumes and determine if a service charge is owed. In the event a service charge is owed, the monthly charge will be **WAIVED** for the length of the contract, with the exception of lock box services, monthly merchant card services, or services requested that are not covered in this contract.

Please note that it is no longer necessary for us to bid for a depository contract and a separate sub-depository contract. Therefore, this bid is for all depository services of Johnson County.

First Financial Bank offers the following incentives for the County:

- Free Merchant Card Terminals**
- Free Remote Deposit Capture Check Scanners and our other Treasury Management services (Merchant Credit Card and Lock Box services are provided by third parties, so pass through costs will apply)**
- Free large and small zippered and key lock deposit bags**
- Premium rates on all interest bearing accounts**

First Financial Bank has partnered with Johnson County for many years, providing state of the art products to meet your financial needs. We look forward to serving you for many years to come.

Our Good-Faith check for \$305,000.00 is included with this bid. If you need further information or clarification on any item, please feel free to call.

Warmest Regards

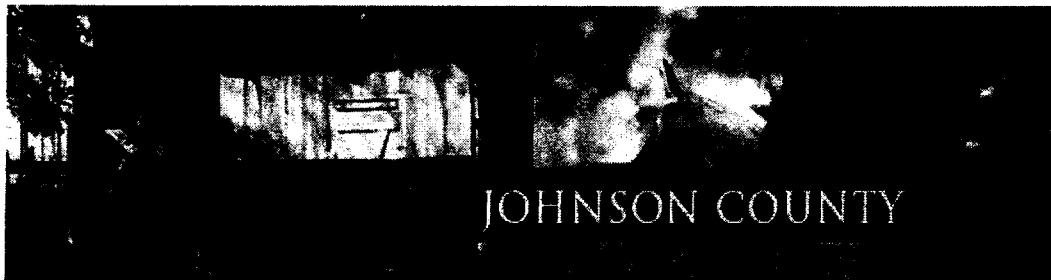
Craig Beskow
Executive Vice President & Cashier
(817) 202-3163

FIRST FINANCIAL BANK, N.A.

REQUEST FOR PROPOSAL

Bank Depository and Sub-depository Contract

JOHNSON COUNTY



RFP 2013-307

PRE-BID: March 21, 2013 at 9:00 A.M.

DUE DATE: April 23, 2013 at 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Five (5) complete sets of all proposal documents (original and four (4) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Margaret Cook, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., April 23, 2013.

All prospective bidders interested in submitting a proposal are requested to attend a pre-bid meeting, scheduled for March 21, 2013 at 9:00 A.M. at the Historic Courthouse 2 N. Main, Room 104, Cleburne, TX 76033, per Texas Local Government Code 262.0256.

All written questions must be submitted not later than 5:00 P.M., March 29, 2013. Answers and clarifications are tentatively scheduled for publication on April 5, 2013.

MARK ENVELOPE: RFP 2013-307 FOR BANK DEPOSITORY AND SUB-DEPOSITORY CONTRACT FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, signed by a person having authority to bind the firm in a contract and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address,

Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract

equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed,

or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and,
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all

its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no**

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. **Commercial and Comprehensive Liability**
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. **Automobile Liability**

\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this proposal.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax at (817) 556-6385 or by email at PUR@johnsoncountytexas.org.

**RFP 2013-307: BANK DEPOSITORY AND/OR SUB-DEPOSITORY
CONTRACT FOR JOHNSON COUNTY**

SPECIFICATIONS

It is the intent of Johnson County to execute a contract with one or more banks desiring to be designated as the Johnson County Depository Bank or a Johnson County Sub depository Bank. The contract will include Johnson County Public Monies, including but not limited to, County and District Clerk Trust Court Registry Funds, funds held by Johnson County Community Supervision and Corrections Department and funds held by the Johnson County Tax Assessor Collector. By returning the Bid Worksheet, Bank acknowledges that it understands the Texas Local Government Code (LGC), Chapter 116.000 through 116.155 that pertain to the managing and safekeeping of County funds and will comply with these statutes. The Bank acknowledges that it understands the Revised Civil Statutes of Texas, as revised by the LGC, Chapter 117.000 through 117.124 that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes. In this document the statutes will be referred to as the "Code".

DURATION: As provided in Article 116.021 (a) and (b) of the Code, the Bank contract shall be effective for a two (2) or four (4) year term, beginning June 1, 2013. If a four (4) year term, the contract shall allow the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the second two (2) years of the four (4) year contract if:

1. The new financial terms do not increase the prices to the County by more than 10 percent; and,
2. The County has the option to choose to use the initial variable interest rate option or to change to the new fixed rate or variable interest rate options proposed by the bank.

By mutual agreement and per LGC 116.021, this contract may be extended for an additional two (2) year period, for a total contract period of six (6) years. The contract shall allow the bank to establish new interest rates and financial terms of the contract that will take effect during the final two (2) years of the contract if:

1. The new financial terms do not increase the prices to the County by more than 10 percent; and,
2. The County has the option to choose to use the initial variable interest rate option or to change to the new fixed rate or variable interest rate options proposed by the bank.

If a time deposit maturity extends beyond the expiration date of the contract, the depository/sub depository bank will pledge sufficient securities required by Johnson County to provide for the maturity of the time deposit.

AWARDING CONTRACT: Johnson County will award the depository and sub depository bank contract(s) based on the following criteria:

- 1) Bank's past and prospective financial condition.

- 2) Net rate of return on County funds.
- 3) Ability to meet service requirements.
- 4) Cost of services.
- 5) Proximity of bank to County offices served.
- 6) Cash management products available that will enhance County banking procedures.

SUBMITTING FINANCIAL STATEMENTS: All banks wishing to be designated as a Depository and/or Sub depository Bank must include as part of the Bid the Bank's Annual Financial reports for the past two (2) years. Bank must provide a statement containing the amount of the Banks' paid-up capital stock and permanent surplus as listed on the Bank's UBPR (Uniformed Bank Performance report). Financial Statement shall be submitted in a separate envelope marked "Confidential: Financial Statement."

The County has available for examination, statements and other information of past County Depositories. The information is voluminous; copies can be provided upon request for a reasonable charge, but because of the man hours that would be required to duplicate statements, etc., the County would urge bidders to examine same by contacting the County Treasurer or County Auditors' offices. This information is available for examination by bidders, but County expressly makes no representation that the County deposits will continue at the same level of previous years, or that the character of deposits will follow the same or similar patterns of previous years.

GOOD FAITH GUARANTEE: Depository Bid Only – Bank must submit with the Bid Worksheet a certified cashier's check for \$305,000.00 (one-half of the one percent of the County's audited revenue for 2012; LGC 116.023, and one –half of one per cent of the average daily balances of the County and District Clerks' Trust Accounts; LGC 117.021) payable to Johnson County as a guarantee of good faith. The check will be held by the County until the Depository Bank is selected and the securities have been pledged. **Sub-depository bidders do not need to submit a check.**

AMOUNT TO BE PLEDGED: The initial amount of securities to be pledged against Johnson County funds shall be adequate to fully collateralize the funds of Johnson County according to the laws of the State of Texas and shall continuously remain as such. At the time of execution of the depository contract, this amount is expected to be between \$25,000,000.00 and \$30,000,000.00. These securities are to cover funds belonging to the County, funds deposited by the Tax Assessor-collector, Johnson County Community Supervision and Trust Funds controlled by the County Clerk and the District Clerk. The amount is subject to change as deposits fluctuate, peaking during tax season, November throughout the end of February. Changes in the amount of securities pledged require the approval of the Johnson County Treasurer and/or County Auditor. Securities pledged must be held at a Third Party bank approved by the Commissioner's Court or at the Federal Reserve Bank, Dallas, Texas in Johnson County's Public Funds Collateral Account.

If selected as Depository and/or Sub-depository, vendor shall agree to provide, within fifteen (15) days: Pledged securities in the amount provided by law under Texas LGC, Sec. 116.054, but limited to United States Government Bonds, Notes and Bills; United States Agencies; Federal Housing Administration Bonds; Federal National Mortgage Association Bonds; and

Municipal Securities bearing Moody's "AA" or better rating. The pledged securities apply not only to County operating Funds, but also to any trust funds in which the County Clerk and/or District Clerk of Johnson County have duties.

Adjustable rate mortgages (ARM's) and Collateralized Mortgage Obligations (CM) are not acceptable.

The bank must be the true and legal owner of all securities to be pledged to the County. The securities must be free and clear of all liens, claims or pledges for any other purpose. The County will not accept any security acquired by the bank under a repurchase agreement.

As stated in Code Section 116.023, **"if a bank is selected as a depository and does not provide the required bond and/or securities, the County shall retain the amount of the check as liquidated damages."**

COLLATERAL: The depository Bank must include, as part of their bid, an explanation of how the bank intends to ensure, on a monthly basis, that sufficient collateral is pledged to protect covered accounts. In addition, detailed monthly pledged collateral-to deposit report is required from the Depository Bank. This report shall contain security descriptions, par value/current face and current market value and will be submitted no later than the third business day of each month. The report may be faxed or electronically submitted directly to the Treasurer's Office. However, the original document must follow.

First Financial Bank, N. A. proposes to utilize pledged securities or letters of credit issued by the Federal Home Loan Bank of Dallas to provide the required collateralization of the County's funds. The use of such letters of credit will be subject to prior approval by the County.

To compensate for increases or decreases in County deposits and fluctuation of market value of pledged collateral, **the minimum market values of collateral shall be 110% of County deposits.**

The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

First Financial Bank, N. A. understands and will comply with the provisions of this paragraph.

INVESTMENTS MADE OUTSIDE DEPOSITORY/SUBDEPOSITORY BANK: Johnson County reserves the right to make external investments according to the Laws of the State of Texas and the Investment Policy of Johnson County.

First Financial Bank, N. A. understands and will comply with the provisions of this paragraph.

In compliance with Govt. Code 2256.005 of the Public Funds Investment Act, all offers will be required to comply with Johnson County Investment Policy and execute an "Agreement in Principal" (AIP) with the County. In addition to addressing the requirements of this notice to

offerory, vendors are certainly encouraged to propose alternative approaches that may further enhance operational or financial success.

INTEREST AND INTEREST RATE: Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Johnson County reserves the right to select the rate most favorable to the County any time during the term of the contract, subject to banking laws.

First Financial Bank, N. A. will pay interest on the funds of the District placed in time deposits at currently posted rates.

INTEREST BEARING ACCOUNTS: Johnson County will have accounts established under these specifications for disbursing checks. Wire transfers, ACH transfers, internal bank transfers, deposits and/or remote deposits will also be made from these accounts. For current monthly activity see Appendix I. These accounts may vary during the duration of the contract, and accounts may be added, changed, and/or closed as the need arises with notice to the bank.

First Financial Bank, N. A. proposes the County utilize interest bearing NOW accounts based on the **91 Day T-Bill rate minus 25 basis points with a floor of 15 basis points** for the prior month to be applied to the balances of the County's account.

MERCHANT SERVICES: The Depository Bank will process taxpayer credit or debit card payment transactions upon request of the County.

First Financial Bank, N. A. offers merchant card processing services through Transfirst, the premier provider of transaction processing services and payment enabling technologies. Through TransFirst, we offer a suite of products and services along with customized processing programs. First Financial Bank, N. A. supports all authorization methods including: dial, IP, lease line, frame relay, wireless, and Internet terminals. Costs for the various Merchant Card Services will be on a pass-through basis from TransFirst, and are available upon request.

PAYMENT OF SERVICES: Bank will specify fees required for services. Banking services not detailed on the Bid Worksheet will be provided at no cost to the County.

First Financial Bank, N. A. will prepare a monthly account analysis to monitor volumes and determine if a service charge is owed. In the event a service charge is owed to First Financial Bank, N. A., the charge will be **WAIVED** for the length of the contract, with the exception of pass through costs of Lock Box Services, Merchant Card Services, or possible additional services not covered in this bid.

CONTACT PERSON: Bank will specify an Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Johnson County accounts.

Primary contact: Craig Beskow
(817) 202-3163

Secondary contact: Lisa Roye
(817) 202-3156

APPLICANT BANKS submitting a proposal and are not located within the city limits of the County Seat, the city of Cleburne, must include in the submission a guarantee of daily pickup and delivery services to all County offices in the city of Cleburne at no cost to the County.

First Financial Bank, N. A. Cleburne locations: 403 North Main Street
200 North Ridgeway

Other Johnson County locations: 1900 Southwest Wilshire Blvd., Burleson
201 East Hwy 67, Alvarado

SERVICES REQUIRED

The Depository Bank shall provide on-line access to the County for daily reporting on fund balances, managing controlled disbursements, collected and ledger balances, detailed debits and credits, stop payments request, confirmations and detail debits and credits. Attach product description and sample reports of the on-line access available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**

County employees currently use the First Financial Online Banking product. In addition, on-site training will be provided.

Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following;

- | | |
|-----------------------------------|----------------------------|
| a. daily average ledger balance | e. daily average float |
| b. average collected balance | f. reserve requirements |
| c. price levels for each activity | g. monthly volumes by type |
| d. earnings allowance | |

A sample account analysis format must be provided as part of the bid.

Although First Financial Bank, N. A. does not currently offer Account Analysis statements online, we are in the process of creating a solution to provide those statements online within the next 12 months.

STATEMENTS: Monthly account statements will be provided with all corresponding checks, debit and credit memos, and/or optical images of the front and back of checks, debit and credit memos, deposited items, etc. The statement shall, at a minimum, include the number of checks, deposits and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within five (5) working days after calendar month-end.

Monthly account statements will be available online the 1st business day after the statement cycle ends. Paper statements are mailed the 1st business day after the statement cycle ends.

DAYLIGHT OVERDRAFT PROVISIONS: The RFP should include any Bank policy regarding daylight overdraft charges and/or handling fees.

Overdraft protection will be available for all County accounts and will be aggregated for overdraft calculation purposes.

CASH OVERDRAFTS: For the purposes of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee may then be charged in the analysis.

First Financial Bank, N. A. will contact the County in the event the County is considered to be over-drafted. The County will have the opportunity to transfer funds from another account or make a deposit without an additional charge.

STOP PAYMENTS: The Bank shall offer Stop Payment services through online access for the County Treasurer and/or their assignee and the Tax Assessor-Collector and/or their assignee for Tax Assessor-Collector accounts. The Bank shall be required to process stop payments on verbal instructions from the County Treasurer and/or their assignee and the Tax Assessor-Collector and/or their assignee for Tax Assessor-Collector accounts with follow-up written confirmation.

Stop pay orders may be placed online 24 hours a day, 7 days a week by designated County personnel. Stop pay orders can be placed in person by designated County personnel from 9:00 AM to 5:00 PM Monday – Thursday and 9:00 AM to 6:00 PM on Fridays. Telephonically through the phone center, stop pay orders will be effective immediately upon receipt if received between the hours of 8:30 AM and 7:00 PM on normal business days and between 9:00 AM and 1:00 PM on Saturdays. Stop pay orders received through the phone center, after 7:00 PM on normal business days and after 1:00 PM on Saturdays will be effective at the beginning of business on the next business day.

STALE DATED CHECKS: The Bank will agree not to honor stale dated checks on Johnson County accounts that are not endorsed by the County, as acceptable, after the County has delivered to the Bank an approved canceled list from the records of Commissioners' Court.

First Financial Bank, N. A. understands and will comply with the provisions of this paragraph.

PAYROLL DIRECT DEPOSIT: Bank must provide the capability for the County to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice, and the option to pay utilizing an ATM Payroll Card, if the County were to mandate all County employees to se Direct Deposit Pay.

ACH files can be transmitted to First Financial Bank, N. A. using a secure web hosted application for Direct Deposit of Payroll. All ACH files must be delivered to First Financial Bank, N. A. by 3:00 PM at least one business day before the effective date.

ACH TRANSACTION: Bank must provide for acceptance of Automated Clearing House (ACH) credits and debits. Bank is required to provide detailed information of any and all ACH transactions.

ACH files can be transmitted to First Financial Bank, N. A. using a secure web hosted application. First Financial Bank, N. A. can also initiate individual ACH transactions.

WIRE TRANSFERS: Bank must provide the ability to send wire transfers on an automated and/or manual basis; and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

First Financial Bank, N. A. offers new, state-of-the-art Internet Banking systems. Full service domestic and international wire transfer capability is available. Dual approval is recommended with online Wire Transfer transactions.

STANDARD DISBURSEMENT SERVICES: Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.

All check and deposit images are available online normally by 6:00 AM the business day after presentment. Check and deposit images are available online in "Account History" for 3 months. Online statements with images will be available online for 18 months.

POSITIVE PAY: Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the Bank for clearing. Any discrepancies shall be cleared by an authorized County employee before checks are paid by the Bank. Any applicable costs shall be quoted.

First Financial Bank, N. A.'s Positive Pay system offers a fully secure 128 bit encrypted web based system for data transmission. All checks, including those received by the tellers and vault are verified against the Positive Pay file before processing. Designated County personnel will be notified of Positive Pay exceptions by email.

STANDARD DEPOSIT SERVICES: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited daily.

First Financial Bank, N. A. will give credit on all wire transfers, ACH transactions and Government checks upon receipt based on the Bank's availability schedule.

ACCOUNT RECONCILIATION: The County requires a monthly bank account reconciliation plan for all accounts (See Appendix I). If available or on request, the Bank will provide a magnetic tape or CD-Disc of all checks that have cleared all County accounts. This tape or CD shall be in a format that is compatible with the County's reconciliation program.

First Financial Bank, N. A.'s Positive Pay system provides a "reverse Positive Pay" full reconciliation file. This file is defined by the user and is available for download during normal

business hours.

The positive pay system provides several options for account reconciliation.

1. Check Reconciliation Reporting: Comprehensive reporting will enable the District to reconcile accounts efficiently and effectively. The reports are:
 - a. Check Reconciliation Summary: Designed specifically for the task of reconciling an account, this report summarizes all check activity for the reconciliation period (i.e. statement period) including Issued Checks, Paid Checks, Voided Checks, Stop Pay Items and Outstanding Checks as of the reconciliation date. The detailed report, which details all paid/voided/stopped checks can be printed or exported to excel.
 - b. Paid Checks Report: A listing of all paid checks for a specific date range. Can be viewed on-line, printed or exported to Excel.
 - c. Outstanding Checks Report: A list of outstanding checks as of a specific date. Can be viewed on-line, printed or exported to Excel.
 - d. Stops and Voids Report: A list of all checks that have had a stop payment applied or have been voided. A date filter can also be applied to limit the report to only those items that were stopped/voided during a specific date range. Can be viewed on-line, printed or exported to Excel.
2. Reverse Positive Pay Transaction Extract: A transaction file consisting of paid checks that the District can download daily or on whatever frequency reconciliation is to be done.

AUTOMATIC OVERNIGHT INVESTMENT FACILITY: It is requested that funds in all accounts be pooled and automatically invested on an overnight or weekend basis. The Bank will allocate the pro-rated share of total interest to each account based on each account's balance.

First Financial Bank, N. A. understands the provisions in this paragraph and will comply; however, First Financial Bank, N. A. encourages the County to consider its proposal to offer interest bearing NOW accounts based on the **91 Day T-Bill rate minus 25 basis points with a floor of 15 basis points** for the prior month to be applied to the balances of the County's accounts. The County will realize maximum earnings on its funds regardless of the balances held in the accounts under this structure.

CASH MANAGEMENT: The County will require cash management advice on updated and recent developments in cash management procedures and products as they become available.

Vendors are invited to propose additional cash management services that are not specified herein.

First Financial Bank, N. A. understands and will keep the County abreast of any updated developments in cash management procedures and products as they become available.

EXPENSE ALLOWANCE: State the dollar amount, if any, the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps)

First Financial Bank, N. A. is the current depository for the county. Therefore, no costs for changing banks will be incurred.

OTHER SERVICES: As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

First Financial Bank, N. A. will continue to provide free two part deposit slips and endorsement stamps at no cost to the county.

The Johnson County Tax Assessor-Collector currently uses its own internal accounting system to generate remote deposit files for transmission to the bank. If other offices desire PC driven remote deposit scanners to make deposits of checks without leaving the office, scanners will be provided at no cost to the County. Further information is attached.

First Financial Bank, N. A. will offer Statement on CD at no additional cost to Johnson County. Information is attached.

First Financial Bank, N. A. will offer Payroll Card services to Johnson County at no additional cost. Employees using the payroll cards may incur fees for certain transactions. See the Payroll Card attachment for more information.

First@Work banking benefits are offered to all County employees banking with First Financial Bank, N.A. Further information is attached.

**RFB 2013-307: Bank Depository and/or Sub-Depository
Contract for Johnson County**

PROPOSAL WORKSHEET

Please note if this proposal is for Depository Contract and/or Sub-Depository Contract:

This proposal is for the entire depository contract for Johnson County _____

Money Market Sweep Accounts: MMF Interest Rate minus _____ basis points
Interest Rate

Interest Bearing Checking Accounts: Variable* + _____ basis points
Interest Margin

All interest bearing checking accounts will earn the 91-Day T-Bill rate less 25 basis points, with a floor of 15 basis points

*Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)
+ Margin (Based on basis points).

Example: If 91 Day US T-Bill effective rate is 5.2% and basis points are 50.0, the variable rate is 5.7%.

Certificates of Deposit - Variable Interest Rate

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

First Financial Bank, N. A. will pay interest on the funds of the District placed in time deposits at rates currently posted at the time of request, fixed for the term of the CD.

	Less than \$100,000	More than \$100,000
1. Maturity 7-29 days	+ _____ basis points	+ _____ basis points
2. Maturity 30-59 days	+ _____ basis points	+ _____ basis points
3. Maturity 60-89 days	+ _____ basis points	+ _____ basis points
4. Maturity 90- 179 days	+ _____ basis points	+ _____ basis points
5. Maturity 180 - 1 year	+ _____ basis points	+ _____ basis points
6. Maturity over 1 year	+ _____ basis points	+ _____ basis points

Certificates of Deposit – Fixed Interest Rate

- 1. Maturity 7-29 days _____ %
- 2. Maturity 30-59 days _____ %
- 3. Maturity 60-89 days _____ %
- 4. Maturity 90-179 days _____ %
- 5. Maturity 180-days-less than year _____ %

6. Maturity one year or more _____ %

Services Provided:

1) Monthly Account Analysis Yes \$ WAIVED

(Individual and Group)

Comment: _____

2) Automated Balance Reporting on Daily Activity Yes \$ WAIVED

Comment: _____

3) Wire Transfer Incoming Yes \$ WAIVED

Outgoing Yes \$ WAIVED

Repetitive Yes \$ WAIVED

Non-Repetitive Yes \$ WAIVED

Comment: _____

4) ACH Service Transfers Outgoing-Bank Yes \$ WAIVED

Computerized Yes \$ WAIVED

Comment: _____

5) In-House Account Transfers	Repetitive	Yes	\$ WAIVED
	Non-repetitive	Yes	\$ WAIVED
	Computerized	Yes	\$ WAIVED

Comment: _____

6) Account Maintenance on Checking Accounts Yes \$ WAIVED

Comment: _____

7) Payroll Direct Deposit allowing employees to select the bank of their choice: Yes \$ WAIVED

Comment: _____

8) Sweep Accounts: Yes \$ WAIVED

Comment: _____

9) Furnish deposits slips, deposit books, and endorsement stamps:
Will furnish 2-part deposit slips and endorsement stamps at no cost Yes X No ___ \$ Waived Fee

10) Night depository slips, including bags: Yes X No ___ \$ Waived Fee

11) Stop Payments issued: Yes \$ WAIVED

Comment: _____

12) Overdrawn Accounts: Yes \$ WAIVED

13) Returned Items: Yes \$ WAIVED

14) Account Reconciliation, per Account: Yes \$ WAIVED

Paid Checks Tape per Account Provided on CD Yes \$ WAIVED Fee

Check Sort Account (checks) Provided on CD Yes \$ WAIVED Fee

Comment: Images of checks available in bank statements, statements on CD, and on-line

15) Provide safekeeping for outside purchases of securities by EC at a Third Party Financial Institution or with the Federal Reserve Bank:

Yes \$ WAIVED

16) Allow eligible repurchase agreements or eligible money market mutual funds from the Bank's portfolio of US Government obligations on an overnight or monthly basis:

Yes \$ WAIVED

Comment: _____

17) Online Access from which Johnson County accounts will be monitored by only authorized individuals:

Yes

\$ WAIVED

Comment: _____

18) Controlled Disbursement Accounts:

Yes

\$ WAIVED

Comment: _____

19) Zero-Balance Accounts:

Yes

\$ WAIVED

Comment: _____

20) Optical Images:

CD ROM Yes

\$ WAIVED

Paper Yes

\$ WAIVED

21) Lock Box Services:

Estimated 80,000 transactions per year Yes

\$ See below

First Financial Bank, N. A. offers Lock Box services through a third party provider, and cost will be passed through to the County. Pricing will be provided upon request. Pricing is dependent on volume and type of transactions, whether there is a machine readable coupon enclosed, and any special instructions.

22) Payment for Services:

To offset the cost of services and supplies in this contract, Johnson County may elect any of the following methods:

First Financial Bank, N. A. will follow the County's direction on its payment for services. First Financial Bank, N. A. will prepare a monthly account analysis to monitor volumes and determine if a service charge under each payment structure. In the event a service charge is owed to First Financial Bank, N. A., the charge will be **WAIVED** for the length

of the contract, with the exception of pass through costs of Lock Box Services or additional services not covered in this bid.

A. PAY FOR SERVICES BY ANALYSIS BILLING.

The County may require that the bank provide a grouped and detailed analysis of all accounts on a monthly basis. This analysis should describe all charges per account with an earnings credit given to defray certain cost depending on the County's account balances. Please list the earnings credit rate that your bank is offering.

Comment: All costs calculated in the monthly analysis statement will be waived. Therefore the earnings credit shown is for information purposes only.

Is this earnings credit rate a floating rate and if so what is it tied to?

Comment: Earnings credit is calculated using the average 91-Day T-Bill rate for the previous month less 25 basis points, with a floor of 5 basis points. Not pertinent to this bid, since fees are waived.

Does your bank allow interest bearing checking accounts to receive an earnings credit?

Comment: Not applicable to this bid, as normal fees are waived.

What happens to any residual earnings credits? Can credits be carried forward?

Comment: Not applicable to this bid, as normal fees are waived.

B. Direct monthly payment for services, at the unit price, indicated in the bid; or,

Not applicable to this bid, as normal fees are waived

C. A combination of A. and B.

D. Any means of cost saving methods for applying cost of services not mentioned above.

Fees for normal banking services are waived.

Please list any charges that will not receive an earnings credit on the monthly analysis.

Fees for normal banking services are waived.

Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered? If so, please describe and state the fee per unit.

Service:	Fee/Unit
<u>Statement on CD</u>	<u>Waived</u>
<u>Remote Check Deposit</u>	<u>Waived</u>
<u>Payroll Card (fees may be incurred by employees)</u>	<u>Waived</u>
<u>First @ Work employee benefits</u>	<u>Waived</u>

First Financial Bank, N. A. will follow the County's direction on its payment for services. First Financial Bank, N. A. will prepare a monthly account analysis to monitor volumes and determine if a service charge under each payment structure. In the event a service charge is owed to First Financial Bank, N. A., the charge will be **WAIVED** for the length of the contract. Services listed above will be described in further detail in attachments to this bid.

Vendor Signature and Authorization

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other offerer, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid. And further, that the manager, secretary or other agent or officer signing this Bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: First Financial Bank, N.A.

ADDRESS: P. O. Box 537

CITY/STATE/ZIP: Cleburne, Texas 76033

OFFICE PHONE: (817) 202-3163 FAX PHONE: (817) 641-4581

CELL PHONE: (817) 269-0818 EMAIL: cbeskow@ffin.com

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Craig Beskow, Executive Vice President & Cashier

APPLICATION FOR DEPOSITORY / SUB-DEPOSITORY BANK

The paid up capital stock of the Bank is \$ 16,944,000, and the permanent surplus of the Bank is \$ 197,594,000. (As of December 31, 2012)

For Depository Only - A certified cashier's check for \$305, 000.00 (One half of 1% of 2012 unaudited revenues of Johnson County and one half of 1% of the average daily balances of the District and County Clerk) made payable to Johnson County accompanies this bid and is tendered under the terms of the law (Local Government Code, Section 116.023) and these specifications.

Craig Beskow, Executive Vice President and Cashier is hereby authorized to receipt for said check upon return.

First Financial Bank, N.A.

By:

Craig Beskow, Executive Vice President & Cashier

The following is to be signed when check is returned to bidding bank:

Received certified cashiers' check for \$305,000.00 for

_____ First Financial Bank, N. A.

Date: _____

By: _____

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that First Financial Bank, N.A. is a Resident Bidder of Texas
(Company Name)
as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)
defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

FINANCIAL INFORMATION

Audited annual reports of First Financial Bank, N.A. for the latest two years are attached to this bid. First Financial Bank, N.A. invites the District to follow the link below to access all financial information including the annual audited financial statement and regulatory filings of the Bank's parent company, First Financial Bankshares, Inc.:

<http://www1.snl.com/irweblinkx/doc.aspx?IID=100572&DID=14276101>

A copy of the most recent Uniform Bank Performance Report is attached. Uniform Bank Performance Reports may be accessed at:

<https://cdr.ffiec.gov/public/SelectReportFormat.aspx?reportType=283&idrssid=470050&ReportPeriod=12/31/2012&Name=FIRST+FINANCIAL+BANK%2c+NATIONAL+ASSOCIATION>

In addition, copies of the two most recent audited annual reports are included.

REFERENCES

Cleburne Independent School District
David Johnson, Chief Financial Officer
505 N. Ridgeway Drive Suite 100
Cleburne, Texas 76033-5158
(817) 202-1151
Under contract since 2009

Midlothian Independent School District
Sandy Bundrick, District Accountant
100 Walter Stephenson Road
Midlothian, Texas 76065-3418
(972) 775-6379
Under contract since 2007

Johnson County Special Utility District
Terry Kelley, General Manager
P. O. Box 509
Cleburne, Texas 76033-0509
(817) 645-6646
Under contract since 2003

District of Abilene
Michael Rains CPA
Email: michael.rains@abilenetx.com
Phone: 325-676-9381 x23
Length of time under contract: 2 Years

Abilene Independent School District
Name: Keith Dowell
Email: timothy.dowell@abileneisd.org
Phone: 325-677-1444
Length of time under contract: 15 Years

April 29, 2013

Johnson County Purchasing
Attn: Heather
1102 East Kilpatrick, Suite B
Cleburne, Texas 76031

Dear Heather,

Debbie Rice approached me concerning the possibility of providing 3-part deposit slips for the County instead of the 2-part deposit slips offered in the depository bid. We are currently providing the 3-part slips to the County. The bank will continue to accommodate the County with 3-part deposit slips for the duration of the term of the depository contract.

Thank you for choosing First Financial Bank. We look forward to the opportunity to serve you in the future.

Sincerely,



Craig Beskow
Executive Vice President & Cashier

cc: Debbie Rice

SAMPLE ANALYSIS STATEMENT

OFFICER:
 PHONE NO:
 BRANCH:

DATE PREPARED 1/16/13
 DAYS IN STATEMENT CYCLE 31
 Business Analysis

DECEMBER 2012

INDIVIDUAL SUMMARY ANALYSIS

AVERAGE DAILY LEDGER BALANCE	1,023,010.90
LESS AVERAGE DAILY FLOAT	8,946.61
AVERAGE DAILY COLLECTED BALANCE	1,056,879.39
LESS REQUIRED RESERVES 10.000%	106,507.33
AVERAGE NET COLLECTED BALANCE	950,382.16

EARNINGS ON	\$950,382.16	
	AT .057280%	46.03

SERVICE	ACTIVITY	QNTY PRICE	ACTIVITY CHANGE	REQUIRED BALANCES
Maintenance Fee	1	15.0000	15.00	309,609.75
Regulatory Balance Fee			50.30	1,080,609.07
Debits Paid	121	.1200	14.52	299,703.23
Credits Posted	9	.8000	4.80	92,882.92
On-Us Items Deposited	6	.0000	.00	
Foreign Items Deposited	72	.0900	6.48	133,751.41
Extra Statement	1	2.5000	2.50	51,501.62
Interest Paid			419.23	8,689,179.56
TOTAL SERVICES AND REQUIRED BALANCES			519.13	16,591,326.56
CURRENT MONTH NET LOSS			467.10 -	9,641,347.46
CHARGES WAIVED			467.10 -	

FIRST FINANCIAL BANK

Remote Check Deposit Agreement

Company Information					
Company Name:	Johnson County				
Address Line:					
City:		State:		Zip:	
Tax ID:		CIF #:		Region:	Cleburne

This Agreement is made this day of , by ("Business") and between **First Financial Bank, N.A.** ("the Financial Institution"), and is intended to govern the depositing of the Business' checks through the Internet or by creating information to deposit checks through the software provided by the Financial Institution, based on information submitted by the Business to the Financial Institution ("Agreement"). The accepted terms are as follows:

1. DEFINITIONS.

1.1 "Account" means the Business' designated deposit account at the Financial Institution.

1.2 "Business Day" means any calendar day that the Federal Reserve of the United States of America transacts business.

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

1.4 "Customer" means a debtor obligated on one or more Checks.

1.5 "Remote Deposit Service" means all information, web-based services, technological infrastructure and installed software, if applicable, on the Business' computers, which allow Business to submit Checks to Financial Institution for deposit through the Internet or by creating information to deposit checks through the software provided by the Financial Institution.

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

1.7 "Services" means all duties to be performed by the Financial Institution regarding the Remote Deposit Service.

1.8 "Substitute Check" means a paper reproduction of the original check that:

- a) contains an image of the front and back of the original check
- b) bears a MICR line containing all the information on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks;
- c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and
- d) is suitable for automated processing in the same manner as the original check.

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

2. DUTIES AND RESPONSIBILITIES OF THE FINANCIAL INSTITUTION

2.1 Use of Service. Under the terms and conditions of this Agreement, Financial Institution hereby grants to Business a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating

information to deposit Checks through the software provided by the Financial Institution, and to use the Financial Institution's proprietary documentation for the term of this Agreement and Business agrees that Financial Institution may process these Checks in accordance with the terms of this Agreement.

2.2 Processing. Financial Institution will process, encode, endorse and deposit into the Account, Checks submitted by Business through the Remote Deposit Service in accordance with Financial Institution's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time as stated in Attachment 2. Financial Institution will not examine Checks to verify any data or dates. Financial Institution will process the Check according to the amount entered by Business, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Financial Institution may process the Check according to the written amount, and Financial Institution may correct the amount entered by the Business. If the Check is ambiguous, Financial Institution will return the check as an exception. Checks made payable to the Business or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by the Financial Institution, then the Financial Institution will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Financial Institution to the Business, and not deposited or otherwise reflected in the account of Business. Financial Institution will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

2.3 Reporting. Reports regarding the Remote Deposit Service will be available through the Financial Institution provided software which the Business may access through the Internet.

3. DUTIES AND RESPONSIBILITIES OF BUSINESS

3.1 Use of Remote Deposit. Business shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Business shall submit valid Checks payable to Business by using the Remote Deposit Service in accordance with Attachment 2. In using the Remote Deposit Service, Business shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by the Financial Institution. If applicable, Business agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Business agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210. To preclude the chance that the check might be processed more than once, Business shall frank the front of the check with a stamp indicating "Electronically Processed" with either the capture device (if capable) or manually using a Financial Institution provided stamp.

3.1a Check Endorsements. To comply with FFIEC guidance concerning forged and missing endorsements, all RDC endorsements will be "virtual." The Business and the Financial Institution shall determine the required endorsement and the Financial Institution shall ensure the proper virtual endorsement is configured in each RDC profile. If the Business requires a change in the endorsement, the Business shall coordinate the change with the Financial Institution at which time the Financial Institution shall implement the change.

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

3.3 Fee for Services. Business shall compensate Financial Institution for the performance of the Service in accordance with the pricing established by Financial Institution. Amounts payable by Business to Financial Institution shall be collected on a monthly basis by Financial Institution. Financial Institution may collect any of the foregoing amounts and any other amounts due by Business to Financial Institution hereunder or in

connection with the provision of the Service to Business by debiting any of Business's accounts with Financial Institution, billing Business, and/or setting off against any amounts Financial Institution owes Business, without any obligation to give prior notice thereof to Business. Financial Institution may change pricing from time to time by providing Business with thirty (30) days written notice of a pricing change. If Business does not accept the pricing change, then Business must notify Financial Institution within fifteen (15) days of the effective date of the pricing change. Business shall also pay all attorneys' fees and other costs and expenses Financial Institution may incur in collecting any fees or other sums Business may owe to Financial Institution in connection with the Service. Financial Institution shall also have the right to credit or debit any accounts of Business with Financial Institution to correct any processing irregularity in connection with the Service.

4. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIABILITY

4.1 Representations and Warranties. Business and Financial Institution each represents and warrants to the other, as of the date this Agreement is entered into and at the time the Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or the Service used or performed by it has been obtained. Financial Institution makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of the Services for Business, or as to the compatibility of Financial Institution's software, equipment or communication interfaces with those of Business. The Business represents and warrants that: (a) it is fully authorized to enter into and perform under this Agreement, and that this Agreement constitutes its legal, valid and binding obligation; (b) the Business is solvent and in good standing in the State of its organization; (c) it is not the present intent of the Business to seek protection under any bankruptcy laws; (d) its Checks are currently and were at the time of their creation, bona fide and existing obligations of Customers of the Business, free and clear of all security interests, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default; (e) the documentation under which the Checks are payable authorize the payee to charge and collect the monies owed; (f) all Checks and all documents and practices related to them comply with all applicable federal and state laws.

4.2 Covenants. The Business covenants that it will: (i) allow the Financial Institution to review and inspect during reasonable business hours, and the Business will supply, all financial information, financial records, and documentation of the Business regarding the Checks that the Financial Institution may request; (ii) the Checks submitted by Business are valid Checks, the Business will reimburse and indemnify the Financial Institution for all loss, damage and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent Checks; and (iii) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Business, the Business will not oppose or object to any motion by the Financial Institution seeking relief from the automatic stay provisions of such laws. Additionally, the Business shall complete a self assessment addressing their controls and risk management practices. The assessment shall be completed not less than annually utilizing the "Remote Deposit Capture Self Assessment Worksheet" provided in Attachment 3.

4.3 Liability. Financial Institution will exercise ordinary care in providing the Service and will be responsible for any loss sustained by Business only to the extent such loss is caused by Financial Institution's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall Financial Institution have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Financial Institution. Under no circumstances shall Financial Institution be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Business or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Financial Institution's control. Financial Institution shall not be liable for failure to

perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If Financial Institution fails to credit any of Business's accounts utilized in connection with the Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Financial Institution will properly credit such account, but Financial Institution shall not incur any liability therefore, including any loss resulting from failure by Business to invest the amount of funds not properly credited to the account. In addition, if the quality of the image of any Checks processed under this Agreement does not meet applicable generally accepted industry standards or other regulatory requirements and this is not the result of Financial Institution's gross negligence or willful misconduct, Business acknowledges and agrees that Business shall be liable for any and all resulting losses, damages, costs and liabilities.

5. INDEMNIFICATION. Business shall indemnify and hold harmless Financial Institution and each of its directors, officers, employees, agents, successors and assigns ("Indemnities") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of the Service, by reason of any acts or omissions of Business or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Business will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

6. SECURITY PROCEDURES AND COMMUNICATIONS. Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Financial Institution and Business might be used in connection with the Service. Business agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Financial Institution shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Financial Institution reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Financial Institution shall have no duty to discover, and shall not be liable for, errors or omissions by Business. If Financial Institution complies with the Security Procedures in respect of a communication, Financial Institution shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Financial Institution shall not be liable for acting on, and Business shall be bound by, any communication sent in the name of Business, whether or not authorized. Financial Institution reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Business of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Business shall not disclose such security device except to employees or agents authorized to act for Business in connection with the Service. Business shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Financial Institution if the confidentiality or integrity of any such security device is breached or threatened. Business shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Business's negligence or deliberate acts or otherwise. Financial Institution shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. See Attachment 1 for further security information.

7. CONFIDENTIALITY. All user guides, manuals, data, software, processes and other information provided to Business in connection with the Service and all fee and pricing information with respect to the Service ("Information") is the proprietary and confidential property of Financial Institution and/or its relevant licensors or suppliers. Business agrees to use the Information only in the manner specified by Financial Institution and in the ordinary course of Business's business, to return it to Financial Institution upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Business is required to disclose the Information by law.

8. INTERMEDIARIES. Financial Institution may act on any communication and provide the Service using any payment system or intermediary organization it reasonably selects. Financial Institution's performance of the Service is subject to the rules and regulations of any such system or organization. Financial Institution may engage third parties to provide the Service. Financial Institution shall have no obligation to disclose arrangements with third parties to Business or obtain Business's consent thereto. Business authorizes the transfer of information relating to Business to agents of Financial Institution or Business for use in connection with the Service or as required by law.

9. RECORDINGS AND RECORDS. Either Business or Financial Institution may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service. Business agrees to Financial Institution's telephonic or electronic recording for security and quality of service purposes.

10. NOTICES. Any notice or other communication may be sent by Financial Institution to Business at Business's postal, e-mail, telefacsimile or other address provided by Business to Financial Institution, and Financial Institution may assume that any notice or communication sent to Business at any such address has been received by Business, until Business notifies Financial Institution in writing of another address. Business agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated. Business shall be responsible for and shall fully indemnify Financial Institution for any and all fines and assessments imposed on Financial Institution as a result of any infraction or violation of such rules caused by or attributable to Business.

11. ACCOUNTS. The Service involving Business's accounts at Financial Institution are subject to Financial Institution's terms and conditions of deposit accounts and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and Financial Institution's terms and conditions of deposit accounts, this Agreement shall prevail.

12. DISCREPANCIES. Business shall promptly notify Financial Institution in writing of any error in connection with the Service and any discrepancies between any records maintained by Business and any notice Business receives from Financial Institution with respect to the Service, and shall provide Financial Institution with any information it may reasonably request in connection therewith. Business agrees that fourteen (14) days is a reasonable time for Business to notify Financial Institution of errors or discrepancies, unless any other agreements, or laws, rules or regulations provide for a shorter period. Financial Institution shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, if Financial Institution at any time discovers that the legal amount of the Check is different than the amount that has been credited to Businesses' Account, Financial Institution will make the necessary adjustment to the Account to correct the discrepancy.

13. COMPLIANCE. Business shall comply with all laws, rules and regulations in connection with the Services. Business agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated. Business shall be responsible for and shall fully indemnify Financial Institution for any and all fines and assessments imposed on Financial Institution as a result of any infraction or violation of such rules caused by or attributable to Business.

14. DISCLOSURE. Business acknowledges that Financial Institution may have certain legal record keeping and reporting requirements with respect to the Service and consents to Financial Institution's disclosure to governmental authorities of information concerning Business and the Service provided to Business which Financial Institution believes to be appropriate or necessary to fulfill such legal requirements.

15. FIDUCIARY STATUS. Nothing contained herein shall be deemed to create fiduciary status on the part of Financial Institution in connection with the provision of the Service. The foregoing notwithstanding, to the extent, if any, that Financial Institution is deemed to be a fiduciary of Business in providing the Service, this Agreement is not intended to, nor shall, relieve Financial of any fiduciary responsibility otherwise imposed by law.

16. TERMINATION. Either party may terminate the Service by providing sixty (60) days' prior written notice to the other party. Financial Institution may also terminate or suspend the Service without notice to Business if any of the following occurs: (a) Business becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Business's business or financial condition; (c) Financial Institution has reason to believe that Business has engaged in fraudulent or illegal activity; (d) Business fails to maintain balances in accounts sufficient to cover overdrafts; (e) Business violates the terms of this Agreement or any financing arrangement with Financial Institution; (f) Business fails to provide financial information reasonably requested by Financial Institution; (g) Financial Institution determines it is impractical or illegal to provide the Service because of changes in laws, regulations or rules; or (h) Financial Institution, in good faith, is unable to satisfy itself that the Service have been properly authorized by Business. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination.

17. GOVERNING LAW; SEVERABILITY. Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the state in which the principal office of Financial Institution is located. Business agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of the Service and submits to the jurisdiction of such courts. Any provision of this Agreement, which is unenforceable, shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

18. FINANCIAL ACCOMMODATION. Business and Financial Institution agree that this Agreement and the Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. §365.

19. ARBITRATION. All disputes, controversies or differences which may arise between the parties out of or in connection with the Agreement, which cannot be settled by negotiation within thirty (30) days of the matter first being notified in writing to the other by the complaining party, shall be finally settled by binding arbitration in accordance with the commercial arbitration rules. The arbitration of all matters shall be conducted by three (3) arbitrators ("Panel of Three") with each party selecting one (1) arbitrator, and the third to be selected from the panel of arbitrators, who shall serve as the chair of the Panel of Three. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may appoint two (2) arbitrators. The place of the arbitration shall be in the same city as the principal office that the Financial Institution is located. The arbitration award shall be final and binding upon the parties. Any judgment upon such award may be enforced in any court having jurisdiction, or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be. The cost of the arbitration shall be borne equally by the parties unless otherwise provided in the arbitration award. The parties hereto agree that the arbitration award will be the sole and exclusive remedy between them regarding any and all claims, counterclaims, or issues. In order to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

20. WAIVER OF JURY TRIAL. BUSINESS AND FINANCIAL INSTITUTION WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY BUSINESS.

21. GENERAL. This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Neither party relied on any representation or promise by other party that are not set forth in this Agreement. This Agreement may not be assigned by Business without Financial Institution's prior written consent. Financial Institution may assign this Agreement without Business' consent. Neither Business nor Financial Institution shall display any name, trademark or service mark of the other without the prior written consent of the other. Business shall not advertise or promote the Service without Financial Institution's prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as Financial

Institution may consent in writing, and no agreement with or representation made by any employee of Financial Institution that is in conflict with this Agreement will be binding on Financial Institution unless contained in a written modification of this Agreement signed by an authorized officer of Financial Institution. No delay on the part of Financial Institution in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Financial Institution would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Attachment 1, Attachment 2, and Attachment 3, are attached to this agreement and are incorporated herein by reference.

22. Endorsements

By: _____

Name: _____

Title: _____

Date: _____

"Business"

First Financial Bank, N.A.

By: _____

Name: _____

Title: _____

Date: _____

"Financial Institution"

Remote Deposit - Contacts and Authorized Signatures

Main Contact Name:	
Email Address:	
Phone Number:	
Fax Number	
Billing Account #:	
Goldleaf Customer #:	
Remote Deposit Solution:	
<input type="checkbox"/> Goldeaf Remote Deposit Goldleaf customer number:	<input type="checkbox"/> Summit Remote Deposit

I understand that the scanner fee is a one-time set-up fee and that First Financial Bank retains ownership and is responsible for maintenance of the scanner. (Initial)_____

Scanner Cost: _____

Remote Deposit Monthly License Fee: _____

Approved By: _____

ACH debit is approved to account _____ on (Date) _____ (Initial) _____

Scanner Type: _____

Scanner Price: _____

Serial Number: _____

Jogger: _____

Serial Number: _____

Treasury Officer: _____

ATTACHMENT 1

Security Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

Personal Computer File Transmission

The Business' Authorized Representative will access the REMOTE DEPOSIT system by utilizing the prearranged log on procedures, remote ID and file ID.

The Business is solely responsible for any access by its employees and agents to the data files maintained on the Business' personal computers or REMOTE DEPOSIT database.

The Business hereby acknowledges that access to the REMOTE DEPOSIT system must be carefully and continuously controlled. In accordance with the aforesaid, the Business agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to or use of the REMOTE DEPOSIT secure web site.

ATTACHMENT 2

File Transmission

Formatting

All files will be formatted in format pre-approved by the Financial Institution. Transmission specifications will be established by First Financial Bank, N.A., Abilene.

Personal Computer Transmissions

The Company will transmit files to the Financial Institution Operation Center, 400 Pine St, Abilene, TX 76901.

Processing Deadlines

Transmission of a File: until 5:00 P.M. any business day for same day credit.

"Business Day" is a day Financial Institution is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays).

Holidays (Non-Processing Days)

	2012	2013	2014	2015
New Year's Day	January 2	January 1	January 1	January 1
Birthday of Martin Luther King, Jr.	January 16	January 21	January 20	January 19
Washington's Birthday	February 20	February 18	February 17	February 16
Memorial Day	May 28	May 27	May 26	May 25
Independence Day	July 4	July 4	July 4	July 4*
Labor Day	September 3	September 2	September 1	September 7
Columbus Day	October 8	October 14	October 13	October 12
Veterans Day	November 12	November 11	November 11	November 11
Thanksgiving Day	November 22	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 25	December 25

*For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve Banks and Branches will be close the following Monday.

ATTACHMENT 3

Self Assessment

This Remote Deposit self assessment check list is to be completed and forwarded to the Financial Institution upon installation of the Remote Deposit system and not less than annually thereafter. The manner of delivery to the Financial Institution will be agreed upon by the Business and the Financial Institution.

1. Do you frank (preferred method) or otherwise deface the items once they have been captured to preclude the item from being processed more than once?

Yes No

2. Do you allow RD users to share user ids and passwords?

Yes No

3. How often do you destroy processed checks?

Every Week Every Two Weeks Every Month
Every 3 Months Every 6 Months Greater than 6 Months

4. Are checks that are waiting to be destroyed kept in a secure area, for example a locked safe or file cabinet?

Yes No

5. Do you contact the bank if you sustain a security breach or if an employee with Remote Deposit access is terminated, to ensure the employee's Userid and password is disabled?

Yes No

6. Do you maintain a software and/or hardware firewall to protect data?

Yes No

7. Is the check scanner kept in a locked and secure location overnight?

Yes No

8. Do you use a wireless network?

Yes No

9. Are you complying with your responsibilities as outlined in the Remote Deposit Agreement?

Yes No

Business Name: _____

TIN: _____

Complete: _____



Remote Deposit Capture Agreement

Remote Deposit Capture Risk Limit Assessment

Primary Information

Originator or Subsidiary Name *					
Nature of Business **		Financials Date		Risk Level	First Financial Bank
Bank		Select Region	CIF #		

Lending Relationship

Loan Type	Original Loan Amount	Current Balance	Maturity Date
TOTAL			

Account Information (Average Collected Balance)

Account #	Current Qtr	Prior Qtr 1	Prior Qtr 2	Prior Qtr 3	# Times NSF	Max Daily Limit
TOTAL						

Anticipated RDC Activity

	# of Items	Average Item Value	Dollar Volume
Attachment C			

Signature: _____ Signature: _____

T/M Officer:	Account Officer:
Title:	Title:
Bank: First Financial Bank, N. A.	Bank: First Financial Bank, N. A.

Submitted to Senior Loan Committee on: _____

* This business is not considered "High Risk" IAW the BSA. _____
(Ref. FFIEC Policies and Procedures) (Initials)

** This business is not of the type on the prohibited list. _____
(Ref. FFIEC Policies and Procedures) (Initials)



A Quick and Easy Guide to

Online Banking for Business



FIRST FINANCIAL BANKSHARES
a family of community banks

Welcome

We still put people first and it shows in our Texas-friendly service, smiles and all-around better banking. Whether you're at home, at work, or on the road, we are here for you 24 hours a day, 7 days a week with our electronic services. With Online Banking for Business, you'll find that you are able to reduce the amount of time you spend managing your finances.

Welcome, and we hope you enjoy managing your accounts online.



Microsoft, Windows, and Internet Explorer are registered trademarks of Microsoft Corporation. Firefox is a registered trademark of the Mozilla Foundation. Macintosh is a registered trademark of Apple, Inc. Adobe Reader is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. THIS PRODUCT IS NOT ENDORSED OR SPONSORED BY ADOBE SYSTEMS INCORPORATED, PUBLISHER OF ADOBE READER.

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Security

There is nothing more important than knowing financial transactions are private and secure. Online Banking for Business security is ensured by the use of multiple protection measures that work together to create a safe and secure environment. Let's take a quick look at the security measures at each stop along the way.

Security At Your Computer

Good protection starts at home, in the office or wherever you access your accounts online. Security at your computer includes making sure no one uses or has access to the computer without your permission. Passwords should not be selected from obvious clues like the names of your children or pets.

Securing Data As It Travels Across The Internet

Online Banking for Business is a secure way to handle your banking transactions. To start, your web browser is required to have 128-bit encryption capability. This feature will prevent anyone from "eavesdropping" on your data as it travels between you and the Bank.

When you login to Online Banking for Business, our computers check that your web browser software can communicate using a 128-bit encryption key. Behind the scenes, and in a matter of milliseconds, your computer and the Bank's computers randomly pick a number that will serve as the "key" during your brief time online. As a user, you don't have to do a thing except make sure you have a version of a web browser that can participate in this process.

This type of security is called Secure Sockets Layer, or SSL. It is based on the fact that the pool of possible numbers that can be selected for use during a 128-bit session is very large. So large, that it is practically impossible to guess the number (key) used when scrambling and unscrambling data as it passes between you and the Bank. Once your information reaches the Bank via the Internet, it passes through firewalls. A firewall is a computer that acts as a safeguard for Internet traffic.



Security

Secure Access Code

In addition to your personal password security, we provide an additional security measure with Secure Access Code. Secure Access Code strengthens the safeguards in place at login by adding steps to verify your identity. Although these security enhancements are benefiting you and your security, your day-to-day experience will change very little, if at all. With Secure Access Code, you can continue to manage your finances online as you always have.

Part of this identification process includes recognizing the computer you normally use to access Online Banking for Business. This information, along with your normal login details, is incorporated into your online identity profile. When you login, you'll enter your Login ID and Password as normal. If you are using a computer that has been enrolled in Secure Access Code, that's it! No other steps are needed.

Automatic Sign Out

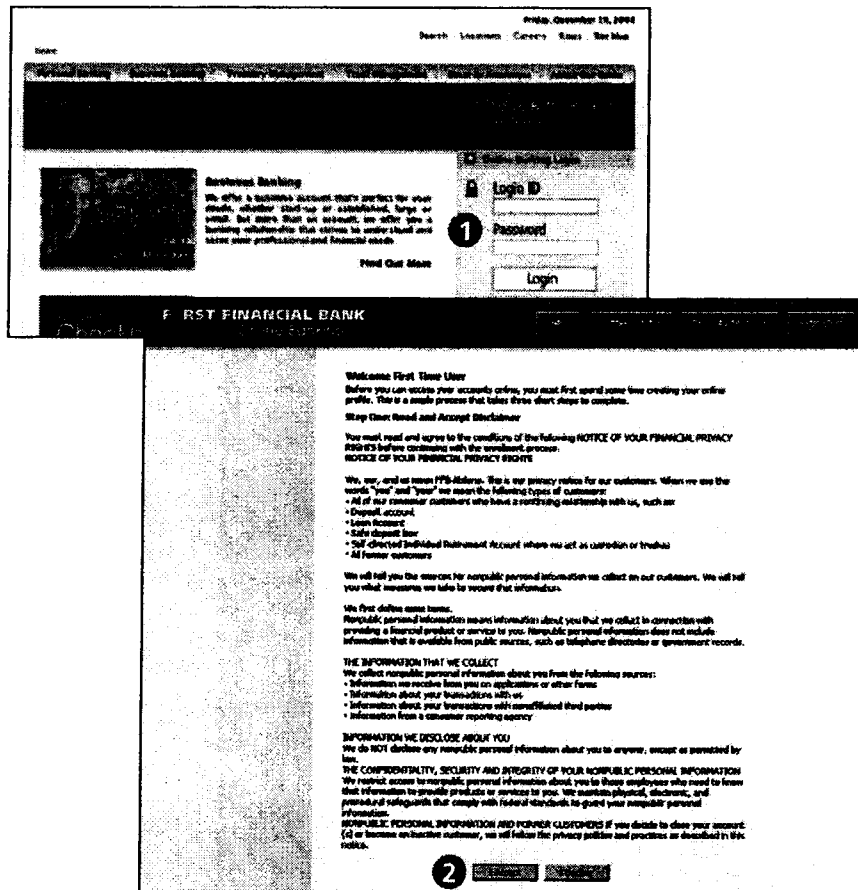
If you have to step away from your work station for even a few minutes, be sure to always Sign Out from your session. For further security and peace of mind, in the event you forget or are unable to sign out, we will automatically end your Online Banking for Business session after 15 minutes. Repeat the login steps to resume a timed out session.

System Requirements

Online Banking can be accessed from any computer with Internet access and a secure web browser such as Microsoft® Internet Explorer or Firefox®. If your computer operates with Microsoft® Windows® 2000 or higher or Apple® Macintosh® System 10.2 or higher, you probably have all the software that is required.

Logging In

Logging in is easy. Go to our website, and login at the right-hand side of the screen.



- 1 > Enter your Login ID and Password, then click Login.
- 2 > As a user of the Online Banking for Business system, you are required to read and accept the Agreement. Click I Accept to continue.

**If you are having trouble logging in, call
Treasury Management Support at 1-866-627-7214.**

Change Your Password

It's easy to change your Password in Online Banking for Business. For security reasons, you must change your Password every 90 days. To start, click Security from the Preferences menu, then select the Change Password tab.

F. B. S. T. FINANCIAL BANK

Step Three: Change Your Password
For your protection, you are required to change your password at this time.

Change Password

1 **Old Password ***

2 **New Password ***

Confirm Password *

3

Password Requirements
Your password must meet these requirements:

- Must be at least 9 characters
- Cannot be more than 25 characters
- Must contain at least one number
- Must contain at least one lowercase character
- Cannot be the same as the last 10 passwords

NOTE: Fields marked with an * are required.

- 1 > Enter your old Password.
- 2 > Enter your New Password, then confirm it by entering it again in the second field. Please note the password requirements outlined on the right side of the screen.
- 3 > Click Submit Password Change to continue.

Online Banking for Business Overview

Navigate quickly throughout Online Banking for Business using the main menu on the left side of the screen. Services are grouped in categories for quick and easy access. To find answers about a specific topic, you can click Help at the bottom of the screen.

1 Overview

2 View Transfers

3 Account Name

4 Yesterday's Balance

5 Quick Action

6 Messages

7 Help

Account Number	Account Name	Updated	Yesterday's Balance	Available Balance
*XXXXXXXXXX718	Advantage Checking	12/6/2009 4:03 PM	\$164.21	\$377.62
*XXXXXXXXXX216	Advantage Checking	12/6/2009 4:03 PM	\$1,198.23	\$1,226.14
*XXXXXXXXXX5816	Advantage Checking	12/6/2009 4:03 PM	\$654.26	\$682.92
			\$4,166.81	\$4,286.68

Account Number	Account Name	Updated	Yesterday's Balance	Available Balance
XXXXXXXXXX000	632 Savings	12/6/2009 4:03 PM	\$6,061.77	\$6,061.77
			\$5,864.77	\$5,864.77

Account Number	Account Name	Updated	Next Payment Amount	Current Balance
XXXXXXXXXX968	Commer Loan	12/6/2009 4:03 PM	\$466.85	\$18,957.47
			\$466.85	\$18,957.47

- 1 > Click here to return to this page from anywhere in Online Banking for Business.
- 2 > Only the services for which you have been approved will be listed.
- 3 > Review account balances in a glance. Click the account name to display the detailed account history for that account.
- 4 > The balance columns show both the yesterday balances and available balances.
- 5 > Use the Quick Action icon to access key information quickly and easily.
- 6 > Click this link to view your Bank messages.
- 7 > To find detailed help at any time during your Online Banking for Business experience, click Help.

Account History

With Online Banking for Business, you don't need to wait until the end of the month to reconcile account balances or update your books. Current transactions and account activity can be viewed and sorted at anytime, then printed or saved in a variety of formats for quick convenient access. To start, click an Account Name from the Account Overview screen.

Account History For Advantage Checking - 1000000710
 This page provides a list of pending and posted transactions for your account. Please allow for other items that may still be outstanding and processed for payment today. To view the transactions for a different account, choose an account from the drop-down list and click Submit.

Account: 1000000710

Account Balances

Available Balance	\$254.21	Accrued Interest	\$0.00
Yesterday's Balance	\$277.82	Year-to-Date Interest Amount	\$0.00
Collected Balance	\$277.82	Previous year-to-date interest amount	\$0.00
Mini Amount	\$0.00	Credit Count	0
Last Statement Date	12/2/2009	Total Credits	\$0.00
Last Statement Balance	\$0.00	Debit Count	0
Last Interest Paid Amount	\$0.00	Total Debits	\$277.82

Search & Export Options

Search: [Default View] [Display Results] [Export to File] [Consider (16)]

4 Pending (2 Transactions)

Description	Post Date	Check	Debit	Credit	Balance
POD CHECKS-A 12/04/2009			\$ 11.20	\$ 254.21	
POD INGRAM CLEAVERS 12/04/2009			\$ 11.83	\$ 265.79	

4 Previous (6 Transactions)

Description	Post Date	Check	Debit	Credit	Balance
Drafts PPL C RPD 12/04/2009			\$ 76.00	\$ 377.42	
PREMIUM WOODMEN 12/04/2009			\$ 109.25	\$ 493.62	
TACO BUEHO 12/04/2009			\$ 5.51	\$ 641.17	
BOX OFFICE 12/03/2009			\$ 1.22	\$ 649.89	
SPENCER'S BNR 12/04/2009			\$ 17.40	\$ 662.90	
TRIPLE SECRET 07/02/2009			\$ 24.18	\$ 679.00	

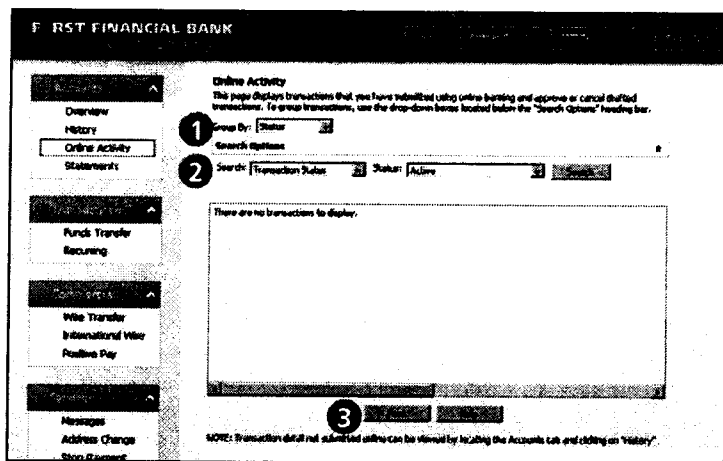
Print [X] [Additional Details]

Account Transactions Available Monday, October 06, 2009
 Please call Customer Service (800-877-3200) for account, bank payroll or report information.

- 1 > To view the history of another account, select it from the drop-down menu and click Submit.
- 2 > A list of your most recent transactions, including pending transactions, will display here.
- 3 > To print your transactions, click here.
- 4 > Choose from the Search & Export Options, then click Search to view a different date range or to export your account information.

Online Activity

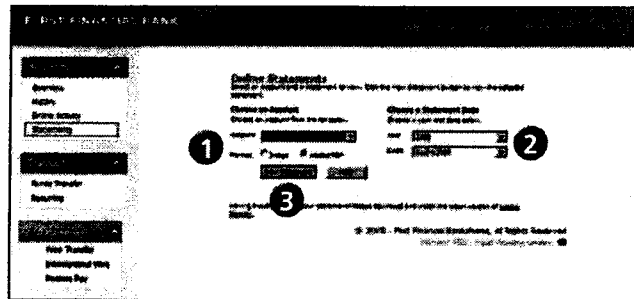
Keep track of the transactions you have made with the Online Activity feature. You can also approve or cancel any transaction from this screen. To start, click Online Activity from the Accounts menu.



- 1 > You can group transactions by status or date by selecting an option from the drop-down menu.
- 2 > To search for a specific transaction, choose the search details from the drop-down menus, then click Search.
- 3 > Click here to print the displayed transaction information.

Statements

There's no need to wait for the postal service to deliver your monthly account statement. You can access your statements online through Online Banking for Business. Plus, it saves you paper and storage room when you download them to your computer for electronic storage.



- 1 > From the drop-down menu, select the Account you wish to view, then select the Format.
- 2 > Choose the Year and the Cycle period for the statement request.
- 3 > Click here to view your statement. You will need Adobe Reader® installed on your computer to view and print Statements.

Note: You can download Adobe Reader® for free at www.adobe.com.

»»» Funds Transfer

It's easy to transfer money from one account to another. With the Funds Transfer feature, you can control when and how often money will be transferred. Manage your ongoing budgeting needs by creating recurring transfers from a variety of frequency options. To start, click Funds Transfer from the Transactions menu.

Transfer Funds
Initiate a one-time or a recurring funds transfer between two of your accounts.
Funds transfers are subject to verification of availability. Transactions made after 7:00 PM CST are considered next business day's work.
Enter Transfer Information
Enter your transfer values below.

From Account * [dropdown]
To Account * [dropdown: 12345678901234567890] 1
Transfer Date * [calendar: 12/2/2020] 2
Amount * [input: \$0.00] 2
Description [input]

Enter Transfer Frequency
Choose the frequency that you wish to associate with this funds transfer. If you choose to draft a recurring transfer, you will be required to fill in the appropriate fields below.

One-time transfer Recurring transfer 3

Frequency: [dropdown: Monthly transfer] 23
Start On: [calendar: 12/2/2020] 23
End On: [calendar: 12/2/2020] 23
or On the [dropdown: 1st] [dropdown: 2nd] [dropdown: 3rd] [dropdown: 4th] [dropdown: 5th] [dropdown: 6th] [dropdown: 7th] [dropdown: 8th] [dropdown: 9th] [dropdown: 10th] [dropdown: 11th] [dropdown: 12th] of the month

Include the transfer on my debit card
 Include the transfer on my credit card [dropdown: monthly]
Start On: [calendar: 12/2/2020] 23
End On: [calendar: 12/2/2020] 23
End On: [calendar: 12/2/2020] 23

[Continue] 4

5
Overview
History
Online Activity
Statements
Funds Transfer
Recurring
Wire Transfer
International Wire
Positive Pay
Messages
Address Change
Stop Payment

- 1 > Select the accounts from which to transfer money From and To.
- 2 > Select the transfer date, enter the Amount and, if desired, enter a Description.
- 3 > Select the One-Time or Recurring Transfer option. If you are setting up a Recurring Transfer, enter the frequency details, Start On and End On Date.
- 4 > Click Continue to confirm the details of the transfer.
- 5 > Select Recurring from the Transactions menu to view a list of all recurring transfers created.

Funds Transfer *(continued)*

When you click Continue, the following screen will appear. Complete the funds transfer by reviewing the details of the transfer below, then click Approve. Until Approve is selected, the transfer will not be complete.





You can also select Draft to hold the transfer for second approval. Another user will login to Online Banking for Business, then select Online Activity. Based on the action icons, the second user will view, approve or cancel the transfer.

Submit Transaction
Please review the details of the transaction you are requesting. Click the button corresponding to the desired action.

PLEASE NOTE: Your transaction will not be processed until you click the Approve button.

Approve - to complete this transaction
Draft - to save this transaction for an approval later this business day
Cancel - to cancel this transaction and return to the online activity log
Help - to get a complete description of each option

Tracking Number:	8
Drafted By:	Francis Sample
Create Date:	1/28/2009 10:50:50 AM
Status:	Drafted
Process Date:	1/29/2009
From Account Number:	xxxx2926
To Account Number:	xxxx1235
Amount:	\$50.00

1  **2**   

Repeat this process

1 > Review the funds transfer to ensure the details are correct, then click Approve to complete the transfer.

2 > Select Draft to hold the transfer for second approval.

First Financial Bank – Wire Transfer Quick Reference

How to Draft a Wire Transfer

► Click WIRE TRANSFER when you need to send money fast.

The screenshot shows the 'Wire Transfer' form in a web application. On the left is a navigation menu with categories: Accounts, Transactions, Combined, Services, and Preferences. The main form area is titled 'Wire Transfer' and contains several sections: 1. Beneficiary Information (Name, Street 1, Street 2, City, State, Postal Code, Send E-Mail Notification checkbox). 2. Payment Information (Pay From, From Account, Payment Date, Amount, Message to Beneficiary). 3. Beneficiary Financial Institution (To Account, Account Type, Routing Number, Name, Street 1, Street 2, City, State, Postal Code). 4. Intermediary Financial Institution (Use Intermediary Institution checkbox, Name, Street 1, Street 2, City, State, Postal Code). 5. Enter Payment Frequency (radio buttons for One-time and Recurring, dropdown for Frequency, Recur By, Start Date, End Date options). 6. A 'Continue' button at the bottom right of the form.

1. Enter the **Beneficiary Information**. If you check the “Send E-mail Notification” box and provide an email address for the beneficiary, an email alert will be delivered once the wire transfer has been approved.
2. Complete **Payment Information**. The From Account drop down box allows you to select the account from which to fund the wire. Use the *Message to Beneficiary* field to send additional information to the Beneficiary Financial Institution or the Beneficiary.
3. Enter the **Beneficiary Financial Institution** information. All items marked with an asterisk are required.
4. Complete **Intermediary Financial Institution** information as needed.
5. If you are sending a one time wire transfer for today’s business, skip to step 6. To create a wire transfer for a future business date or to set the wire on a recurring schedule, click the **Enter Payment Frequency** drop down button to choose a future business date and/or choose the frequency of the wire transfer.

This is a close-up of the 'Enter Payment Frequency' section. It includes a heading: 'Choose the frequency that you wish to associate with this payment. If you choose to draft a recurring payment, you will be required to fill in the appropriate fields below.' There are radio buttons for 'One-time' and 'Recurring'. The 'Recurring' option is selected. Below are dropdown menus for 'Frequency' (Monthly Payment), 'Recur By' (Days of the Week), and 'on the' (Monday). There are also radio buttons for 'Initiate the payment every month' and 'Initiate the payment every' (months). At the bottom, there are radio buttons for 'No end date', 'End after' (payment(s)), and 'End on' (4/29/2011).

6. Click **Continue** to verify the information is correct. Your wire has been drafted but needs approval. Continue to **Step 7** to send a Mobile Alert to a co-worker to approve the wire or skip to **Step 8** to Approve the Wire Transfer.

Questions? Contact Treasury Management at 866-627-7214.

First Financial Bank – Wire Transfer Quick Reference

How to Send a Mobile Alert

7. Once you draft a Wire Transfer, you can send a Mobile Alert to notify another online banking user that approval is needed to complete the Wire Transfer. Simply choose **Mobile Alerts** to send a voice alert or email to a co-worker. ***NOTE*** Mobile Alert preferences must be established under the approver's online banking profile in order for this option to be available. To set up Mobile Alerts, click **Mobile** under Preferences then choose the **Mobile Authorizations** tab. Enter the number you would like to use as your Mobile Authorization Code, the preferred phone number or email address and then select the types of transactions for which you want to receive mobile alerts. Click **Submit** to save your Mobile Alert Preferences.

Transaction ID: 99987

Drafted By:	
Create Date:	4/29/2011 3:31:59 PM
Status:	Drafted
Payment Date:	4/29/2011
Originating Account Number:	Operating (acct2926)
Amount:	\$1.00
Description:	
Beneficiary Name:	John Smith
Beneficiary Street 1:	123 Main
Beneficiary City:	Anywhere
Beneficiary State:	TX
Beneficiary Postal Code:	76901
Beneficiary FI Routing Number:	111305871
Beneficiary FI Name:	Johns Bank
To Account Number:	123456
To Account Type:	Checking
Wire Header:	ABC Company

Repeat this process

To receive confirmation that the wire transfer has been approved, click **Send Confirmation** upon approval of this transaction to: and fill in your email address in the line below.

Send Mobile Authorization Alerts

This is a list of eligible approvers for this transaction. These people have necessary rights to approve this transaction and have enrolled to receive mobile authorization requests. You may select more than one contact, but only the first to authorize the payment will succeed.

Send confirmation upon approval of this transaction to:

Email Address:

Jane Supervisor

email@address.com

Repeat this process

NOTE: E-mail requests are for notification only and will require the approver to logon to approve the transaction.

To send an **Email Alert** - Select the email address to notify the recipient that action is required to authorize the Wire Transfer. The email is sent from notifications@ffinonline.com and the subject is **Wire Transfer Mobile Authorization Alert**. The email message is for notification purposes only and the recipient must log into online banking to approve the wire transfer. See Step 8 on How to Approve a Wire Transfer or International Wire Transfer using online banking.

To send a **Phone Alert** – Select a phone number listed and choose the time that the system should call the recipient. The recipient must be authorized to approve the wire transfer and will follow the voice prompts to approve the pending wire transfer by entering their mobile authorization code.

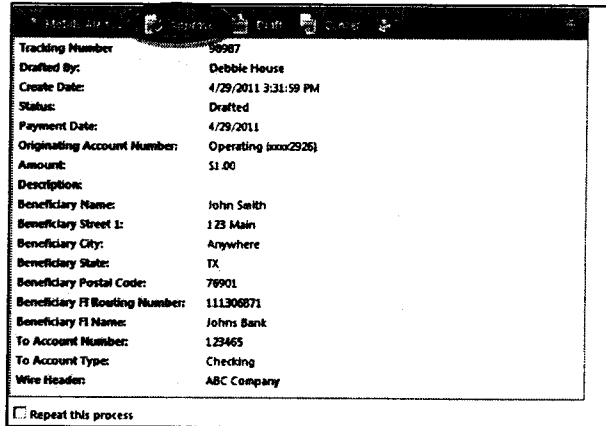
Click **Send** to send the Mobile Alert.

First Financial Bank – Wire Transfer Quick Reference

How to Approve a Wire Transfer or International Wire Transfer

*****IMPORTANT****To protect your account, First Financial Bank has enhanced the security requirements for wire transfer requests. Registered tokens (hardware or software tokens) will be required for Online Wire Transfer Requests and PINs will be required for Telephone Wire Transfer Requests. For additional information, please see **Security Requirements**.

8. Click **Approve**. Please note that once the Wire Transfer Request has been approved no changes can be made.

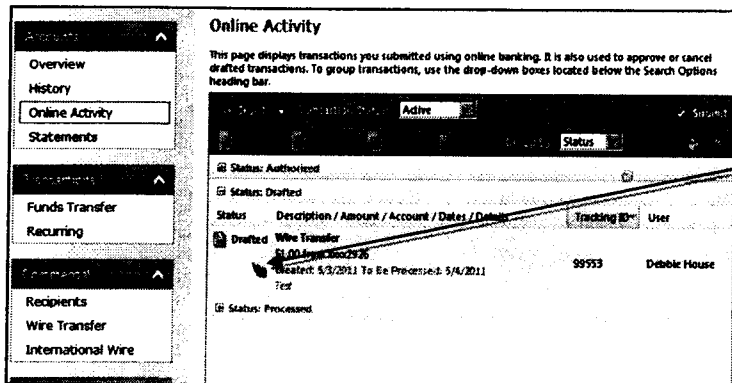


A screenshot of a wire transfer details form. The form contains the following information:

Tracking Number	99587
Drafted By:	Debbie House
Create Date:	4/29/2011 3:31:59 PM
Status:	Drafted
Payment Date:	4/29/2011
Originating Account Number:	Operating (xxxx2926)
Amount:	\$1.00
Description:	
Beneficiary Name:	John Smith
Beneficiary Street 1:	123 Main
Beneficiary City:	Anywhere
Beneficiary State:	TX
Beneficiary Postal Code:	76901
Beneficiary FI Routing Number:	111306871
Beneficiary FI Name:	Johns Bank
To Account Number:	129465
To Account Type:	Checking
Wire Header:	ABC Company

Repeat this process

Or to Approve a wire transfer that has been drafted by another user, select the wire transfer from Online Activity:



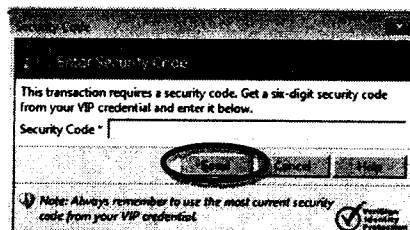
A screenshot of the 'Online Activity' page. The page title is 'Online Activity'. Below the title is a description: 'This page displays transactions you submitted using online banking. It is also used to approve or cancel drafted transactions. To group transactions, use the drop-down boxes located below the Search Options heading bar.' The page shows a table of transactions with columns for Status, Description / Amount / Account / Dates / Details, Tracking ID, and User. One transaction is highlighted: 'Drafted Wire Transfer \$1.00 Operating (xxxx2926) Drafted: 5/3/2011 To Be Processed: 5/4/2011 99553 Debbie House'. An arrow points from the text 'You can use the Action Bolt to select View, Approve, Cancel or Copy.' to the 'Action Bolt' icon on the transaction row.

You can use the Action Bolt to select View, Approve, Cancel or Copy.

9. Confirm that the wire transfer should be sent by clicking **OK**.



10. Enter Security Code. Press the button on your token or open the VIP Access App on your smart phone. Then enter the six (6) digit security code displayed on your token and press **Send**.



A screenshot of the 'Enter Security Code' screen. The screen displays the text: 'This transaction requires a security code. Get a six-digit security code from your VIP credential and enter it below.' Below this is a text input field labeled 'Security Code'. There are three buttons: 'Send', 'Cancel', and 'Help'. A note at the bottom reads: 'Note: Always remember to use the most current security code from your VIP credential.'

The Wire Transfer has now been sent to First Financial Bank for processing.

Questions? Contact Treasury Management at 866-627-7214.

First Financial Bank – Wire Transfer Quick Reference

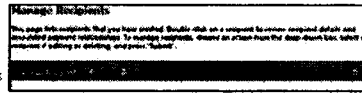
How to Build a Template for Recurring Wire Transfers

To start, you must add a **New Recipient**. Recipients may be associated with more than one Payment template. Simply provide a unique Display Name to each Payment option.

▶ Click on “Recipient” under the Commercial menu options.



▶ Then Click Add Recipient.



▶ Complete the Recipient Information fields, including the street, city, state, and zip code.

The Name and Display Name can be the same. The Display Name will appear in the drop down menu to select the recipient. Be sure to select International Recipient if you are building a template for an International Wire.

▶ Click Add Payment.

Note: Although the street address, city, state, and zip code fields are not marked as required fields to add a new Recipient, the physical address is required for all Wire Transfer requests.

▶ Complete the Wire Transfer information (View International Wire Procedures for help with International Wires)

1. Payment Information:

- Payment Type will always be Wire Transfer.
- Leave Amount field \$0.00 to accommodate various amounts.
- Use the Message to Beneficiary field to send additional information to the Beneficiary Financial Institution or the Beneficiary.

2. Payment Template:

- Name your New Template in the Single Payment field.

3. Template Access:

Select users that need access to the Wire Template. If you see a name grayed out and checked, this indicates the user has access to all templates. If a user is grayed out and *not* checked, the user does not have rights to draft.

4. Beneficiary Financial Institution:

- Click New Account and fill in account information.
- Complete the bank information.

5. Intermediary Financial Institution:

- As needed, check Use Intermediary Institution and complete the required fields.

▶ Click Submit to save the New Payment Information.

▶ Click OK to confirm the New Payment. The screen will then return to the Recipient Screen.

▶ Click Submit and Click OK to submit the recipient information.

First Financial Bank – Wire Transfer Quick Reference

How to Use a Template for Recurring Wire Transfers

► Click Wire Transfer

► Select the Recipient from the drop down box. Fields will be populated from the template.

Wire Transfer

This page allows you to quickly and easily make a single Wire Transfer payment (credit) to an existing recipient in the system.

Recipient
Select a recipient from your list.
Recipient: Test Wire - Test

Beneficiary Information
Enter or modify the beneficiary information in the fields provided below.

Name * Test Wire
Street 1 * 123 Main
Street 2
City * Anywhere
State * Texas
Postal Code * 76804

Send E-Mail Notification

Beneficiary Financial Institution
Enter or modify the beneficiary financial institution information in the fields provided below.

To Account * 123
Account Type * Checking
Routing Number * 111306871
Name * The Receiver
Street 1
Street 2
City
State * Texas
Postal Code

Payment Information
Enter the payment information for this recipient in the fields provided below.

Pay From * ABC Company
From Account * Operating : \$1,540.21
Payment Date * 5/3/2011
Amount * \$0.00
Description

Message to Beneficiary

Intermediary Financial Institution
If an intermediary financial institution will be used for this payment, enter the information in the fields provided below.

Use Intermediary Institution

Interimp. Number *
Country *
Street 1
Street 2
City
State * Texas
Postal Code

Check Payment Frequency

Be sure to enter the **Payment Information**.

Include the **Pay From***, **From Account**, **Payment Date**, and **Amount**.

Optional: Use the **Message to Beneficiary** field to send additional information to the **Beneficiary Financial Institution** or the **Beneficiary**.

*Pay From should always match the company name on the account. In the example above, the From Account is the operating account for ABC Company. If your online banking profile allows you to view accounts for more than one company, add a Subsidiary for the secondary companies and select it from the Pay From. See **Understanding and Using Subsidiaries** for additional information.

► Click Continue and follow the procedures for **How to Approve a Wire Transfer or International Wire Transfer**.

First Financial Bank – Wire Transfer Quick Reference

How to Draft an International Wire Transfer

Sending International Wires is just as quick and easy as sending a domestic wire. Just follow these steps.

The screenshot shows the 'International Wire' form with a left-hand navigation menu and a main content area. The navigation menu includes sections for Accounts, Transactions, Commercial, Services, and Preferences. The main content area is titled 'International Wire' and contains several sections: Recipient, Beneficiary Information, Payment Information, Beneficiary Financial Institution, and Intermediary Financial Institution. A 'Send E-Mail Notification' checkbox is also present. At the bottom, there is a section for 'Enter Payment Frequency' with a 'Continue' button circled in red. Numbered steps 1 through 6 are overlaid on the form to indicate the sequence of actions: 1. Select Recipient or complete Beneficiary Information. 2. Complete Payment Information. 3. Fill in the Beneficiary Financial Institution information. 4. As needed, Complete Intermediary Financial Information. 5. If you are sending a one time wire transfer for today's business, skip to step 6. To create a wire transfer for a future business date or to set the wire on a recurring schedule, click the Enter Payment Frequency drop down button to choose a future business date and/or choose the frequency of the wire transfer. 6. Click Continue to verify the information is correct as listed on the screen.

1. Select Recipient or complete Beneficiary Information.

2. Complete Payment Information.

- Make sure the Pay From field identifies the company associated with the From Account. If it is not the same company, see **Understanding and Using Subsidiaries** for more information.
- Select the type of Currency. The default is US Dollars.

3. Fill in the Beneficiary Financial Institution information.

- IBAN = Account Number
- SWIFT/ BIC = Code must be provided by beneficiary of the International Wire Transfer.

4. As needed, Complete Intermediary Financial Information.

5. If you are sending a one time wire transfer for today's business, skip to step 6. To create a wire transfer for a future business date or to set the wire on a recurring schedule, click the **Enter Payment Frequency** drop down button to choose a future business date and/or choose the frequency of the wire transfer.

The screenshot shows the 'Enter Payment Frequency' form. It has a title 'Choose the frequency that you wish to associate with this payment. If you choose to draft a recurring payment, you will be required to fill in the appropriate fields below.' There are two radio buttons: 'One-Time' (selected) and 'Recurring'. The 'Recurring' section includes a 'Frequency' dropdown set to 'Monthly Payment', a 'Repeat By' dropdown set to 'Days of the Week', and a 'Start Date' of '4/29/2011'. There are also checkboxes for 'Initiate the payment every month' and 'Initiate the payment every month(s)'. At the bottom, there are radio buttons for 'No end date', 'End after payment(s)', and 'End on 4/29/2011'.

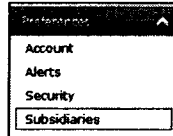
6. Click **Continue** to verify the information is correct as listed on the screen. Your International Wire Transfer has been drafted. Following the instructions on **How to Approve a Wire Transfer of International Wire Transfer**.

First Financial Bank – Wire Transfer Quick Reference

Understanding and Using Subsidiaries

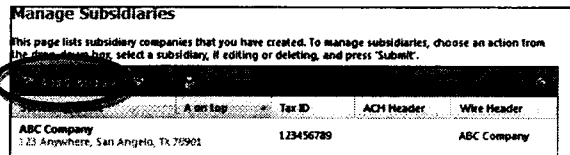
Many online banking users have access to view accounts for more than one company/subsidiary. It is convenient and easy to transfer funds between the accounts. However, when sending wire transfers it is important that the Company Name and Address in the wire header matches the Company Name on the account from which the funds are withdrawn. Creating a Subsidiary will satisfy this requirement and is easy to do.

- 1 Click Subsidiaries from the Preferences options.



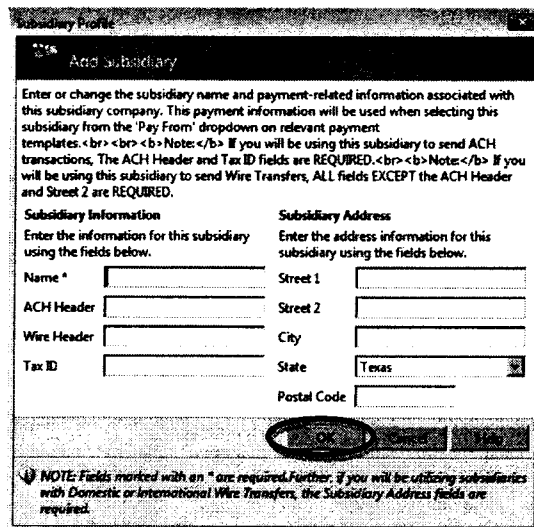
A screenshot of a web application's preferences menu. The menu items are 'Account', 'Alerts', 'Security', and 'Subsidiaries'. The 'Subsidiaries' option is highlighted with a white background and a black border.

- 2 Click Add Subsidiary.



A screenshot of the 'Manage Subsidiaries' page. At the top, there is a 'Manage Subsidiaries' header and a paragraph of instructions. Below the instructions is a table with columns for 'Add Subsidiary', 'Action Log', 'Tax ID', 'ACH Header', and 'Wire Header'. The 'Add Subsidiary' button is circled in red. The table contains one row for 'ABC Company' with a Tax ID of '123456789' and a Wire Header of 'ABC Company'.

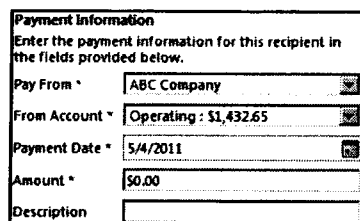
- 3 Enter the subsidiary Company Name in the Name and Wire Header fields. Fill in the subsidiary's Tax ID and the Subsidiary Address to meet all Wire Transfer field requirements.



A screenshot of the 'Add Subsidiary' form. The form is titled 'Add subsidiary' and contains instructions for entering subsidiary information. It is divided into two main sections: 'Subsidiary Information' and 'Subsidiary Address'. The 'Subsidiary Information' section includes fields for Name, ACH Header, Wire Header, and Tax ID. The 'Subsidiary Address' section includes fields for Street 1, Street 2, City, State (pre-filled with 'Texas'), and Postal Code. A 'NOTE' at the bottom states: 'NOTE: Fields marked with an * are required. Further, if you will be utilizing subsidiaries with Domestic or International Wire Transfers, the Subsidiary Address fields are required.' The 'OK' button is circled in red.

- 4 Click OK to save the Subsidiary Profile.

Now when initiating a domestic or international wire transfer, you can select the appropriate Company Name from the Pay From drop down that matches the Company Name associated with the From Account.



A screenshot of the 'Payment Information' form. The form is titled 'Payment Information' and contains instructions for entering payment information. It includes fields for Pay From (pre-filled with 'ABC Company'), From Account (pre-filled with 'Operating : \$1,432.65'), Payment Date (pre-filled with '5/4/2011'), Amount (pre-filled with '\$0.00'), and Description.

Questions? Contact Treasury Management at 866-627-7214.

First Financial Bank – Wire Transfer Quick Reference

Security Requirements

What are Tokens?



Tokens are a security device that adds another level of security when making wire transfer requests. There are two types of tokens: hardware tokens and software tokens.

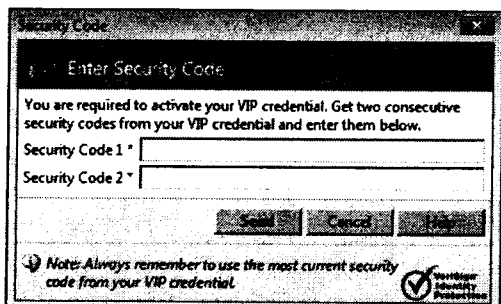
First Financial Bank will issue a hardware token to each user authorized to **Approve** Wire Transfers initiated through online banking. iPhone or Blackberry users with wire transfer **Approval** authority can download a software token from the App world. The application is called VIP Access.



All tokens must be registered with First Financial Bank. The hardware token shown above will be mailed to each user and ready to use upon arrival. If you download a software token, **you must provide First Financial Bank with the Credential ID**. Once the Credential ID is registered you can begin approving wires using the VIP Access app. The VeriSign VIP token (hardware or software) will generate a six (6) digit number every 30 seconds.

How to use Tokens

After completing the steps on **How to Draft a Wire Transfer or International Wire Transfer**, the user with Approval authority will click **Approve**. Click **Ok** when the window prompts you to confirm the transaction. Then the following window will appear:



The first time a token is used, the dialog box will require users to enter two consecutive numbers. Enter Security Code 1, wait 30 seconds for a new number to appear on the token, and key the second number in the Security Code 2 field.

The Security Code keyed must match the numbers expected by our online banking system in order for the wire transfer to successfully transmit. The wire transfer will not transmit without a successful match. For assistance with your token, contact the First Financial Bank Wire Transfer Department by calling 866-627-7130.

Telephone Wire Transfer Requests & PIN Numbers

First Financial Bank's Wire Department will issue a Personal Identification Number (PIN) to each person authorized to initiate wire transfer requests by telephone. Wire Transfer instructions will be accepted by phone to draft the wire. To approve the wire request, First Financial Bank will place a call back to the phone number provided with the Wire Transfer Agreement and the authorized user must provide us with the correct PIN.

Telephone Wire Transfers are a great alternative to online banking Wire Transfers for those occasions when you do not have access to online banking. For further information on establishing a PIN, please contact First Financial Bank Wire Transfer Department at 866-627-7130.

Services

You can access additional convenient features to save you time. From the Services menu, send a secure message, request an address change, even initiate a stop payment. To request a stop payment on a single check, click Stop Payment from the Services menu.

FIRST FINANCIAL BANK

Make a Stop Payment Request
To request a stop payment using this form, you must provide a valid check number. A stop payment CANNOT be placed on debit card or electronic transactions using the online banking form.

Stop payments are valid for six months. The bank is not liable for checks already processed or if information entered is incorrect. Please allow one business day for processing. Stop payments after 7:00 PM CST are considered next business day's work.

A Stop Payment fee may apply.

Enter Account Information
Select an account and optionally enter a comment for the stop payment request.

Enter Payment Information
Complete the fields below to make a stop payment request based on known payment information.

Account * [Dropdown]
Comments [Text Field]
Number * [Dropdown]
Payee [Text Field]
Amount * [Text Field]
Date Written * [Dropdown]

NOTE: Fields marked with an asterisk are required. An online request to stop payment on a check or series of checks does not guarantee the check will be stopped, as the item may have already been processed and posted to your account.

[Continue] [Approve]

- 1 > Select the Account for the stop payment and enter the reason for the stop payment in the Comments field.
- 2 > Enter the Number of the check, Payee, Amount and select the Date Written.
- 3 > Click Continue to review the details. Then, click Approve to submit the stop payment. Selecting Draft will require a second approval before the stop payment instructions are delivered to the Bank.

Account Preferences

For easy reference, you can change your account preferences to better suit your needs. From the Preferences menu, select Account.

ACCOUNT Preferences
This page contains your account-related preferences for online banking.

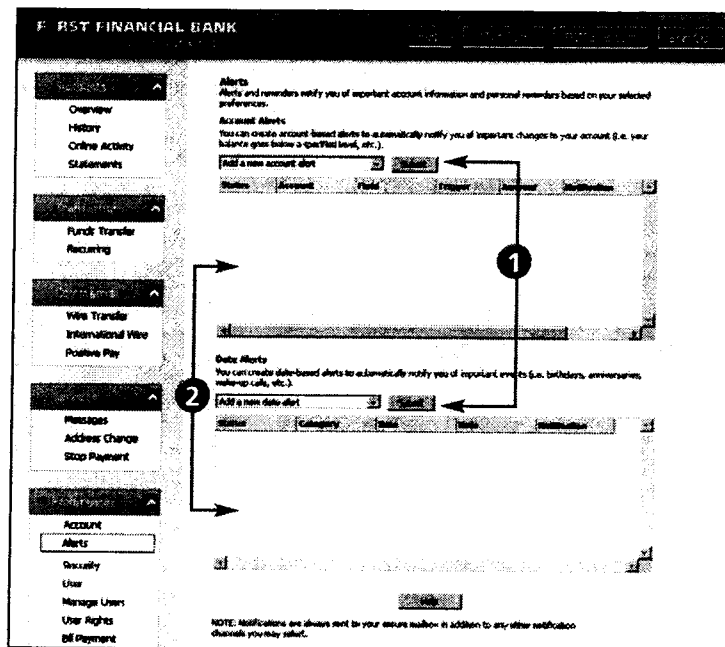
Display Preferences
Enter nicknames for your accounts that you can easily identify. These nicknames will be used throughout the online banking system only. The **P** and **Tr** fields indicate the number of transactions or number of days of transactions to be included on the Account History pages. The **Per Order** field will be used to determine the number of transactions which appear on the page, subject to the grouping of accounts by the type of account.

Account Number	Account Name	Per Order	Tr	P
XXXXXXXX0110	Advantage Checking		10	
XXXXXXXX0690	ATT Savings		50	
XXXXXXXX1710	Advantage Checking		10	
XXXXXXXX0010	Advantage Checking		10	
XXXXXXXX0900	Consumer Loan		10	

- 1 > Choose the order you would like accounts displayed by entering the order in this column.
- 2 > Enter a nickname for easy identification throughout the Online Banking for Business system.
- 3 > Enter the number of transactions to display for a particular account.

Alerts

With Online Banking for Business, there are more alert options and personal reminders available. In addition to advising you when your balances change, you can set up reminders regarding special dates or even set a wake-up call when you're traveling. Alerts can be delivered via your preferred phone number or email address. To start, click Alerts under the Preferences menu.



1 > To create an account or date-based alert, select Add A New Alert from the drop-down menu, then click Submit. You can choose the alert parameters, notification frequency and preferences from a single screen.

2 > You can view existing alerts here.

Alerts: Notify you of important changes to your account balances.

Reminders: Notify you of important events such as birthdays, anniversaries and wake-up calls.

»»» User Preferences

If you need to make changes to your Online Banking for Business experience, you can update your personal information by selecting User from the Preferences menu. It is important to keep your email address up-to-date.

- 1 > Review your personal information and enter the correct information. All fields marked with an asterisk are required.
- 2 > Choose the Browser Preference tab to review the options available and improve the speed in which the Online Banking for Business pages load on your computer. The Power User Interface is the default setting and appropriate for most users connecting with high-speed internet service.

Note: Please contact the Bank to notify us of a change in your address.

»»» Contact Us

We want to ensure communicating with us is quick and easy. If you need help, you can call or visit your Bank if you have any questions or concerns about the Online Banking for Business system. You can also go to your Bank's website for more information.

1

FIRST FINANCIAL BANK

Account Overview

THE BANK'S BEST ACCOUNTS
This page provides an overview of your accounts by account type. When an account has pending transactions, it will be displayed in red and with an asterisk (*) in the account number field. Click on the account name to view transaction details. When available, you may click on the orange arrow to enable a funds transfer shortcut.

Checking	Account Number	Account Name	Updated	Yesterday's Balance	Available Balance
	*XXXXXXXX1719	Advantage Checking	12/9/2008 4:53 PM	\$389.21	\$277.42
	*XXXXXXXX2010	Advantage Checking	12/9/2008 4:49 PM	\$3,176.28	\$3,235.14
	*XXXXXXXX0810	Advantage Checking	12/5/2008 4:55 PM	\$654.35	\$682.92
				\$4,186.81	\$4,388.68

Savings	Account Number	Account Name	Updated	Yesterday's Balance	Available Balance
	XXXXXXXX0820	RT SAVINGS	12/9/2008 4:53 PM	\$2,481.77	\$5,861.77
				\$5,061.77	\$5,061.77

Loans	Account Number	Account Name	Updated	Next Payment Amount	Current Balance
	XXXXXXXX0308	Consumer Loan	12/8/2008 4:53 PM	\$466.85	\$18,957.47
				\$498.85	\$18,957.47

Last Login Date: 12/9/2008
You can customize the account name by locating the "Preferences" tab and clicking the "Account" button.

1 > To find detailed help at any time during your Online Banking for Business experience, click here.

Call Treasury Management Support at 1-866-627-7214.

Guide to Completing a Wire Transfer Agreement & Schedules

Step 1 – Complete the following information. Data entered below will be populated throughout the agreement and schedules. *Not all of the required fields will be populated on the Schedules. Please review each Schedule carefully for additional required fields.*

	Cleburne	Date	
Bank Representative		Phone Ext.	
Customer CIF#		Tax ID	
Authorized Signer			
Company Name (if applicable)			
Customer Physical Address			
Customer City, State, Zip			
Phone Number		Fax Number	
Email Address			
Account Number			

Step 2 – Print all documents. Based on the table below, keep the Wire Transfer Agreement and required Schedules. Shred the unnecessary forms.

Wire Transfer Service Options	Required Forms						
	Wire Transfer Agreement	Schedule A Security Procedure	Schedule B Online Wire	Schedule C Auth Users	Schedule D Waiver	Schedule E Notices	Schedule F Rep Wire
Business Online Banking Customers* (Option 1 on Schedule A)	X	X	X		Needed if Dual Control is No	optional	
Dual Callback Telephone Wire Customers (Option 2 on Schedule A)	X	X		X		optional	
Telephone Wire Customers (Option 3 on Schedule A)	X	X		X	X	optional	
Long-term Repetitive Wire Transfers	X					optional	X

Guide to Completing a Wire Transfer Agreement & Schedules

Step 3 – Review the documents with the customer. Follow these instructions to complete the Wire Transfer Agreement and the required schedules. OBTAIN AUTHORIZED SIGNER'S SIGNATURE ON ALL DOCUMENTS.

Schedule A - Security Procedures

- Select the method(s) customer will use to initiate wires.
 - Option 1 - Business Online Banking
 - Option 2 - Telephone – Dual Call Back with fax
 - ◆ (Customer selecting Option 1 may also select Option 2 as a telephone backup if the online system is unavailable)
 - Option 3 - Telephone with call back to same person with fax

Schedule B – Business Online Banking Authorization Form

Complete a form for each Business Online Banking user with wire transfer authority. Additional Forms can be found on Common Forms.

- Fill in Authorized User's Name and User ID preference
- Choose Delivery Method
- Indicate User permissions, Dollar Limits and whether Dual Authority is required.
 - If Dual Authority is required, indicate the authority rights.

After user with approval authority has been setup a token will be mailed to user.

Schedule C – List of Authorized Users

- Add Additional Authorized User(s) as requested.
- Provide complete phone numbers for call back purposes.
- Indicate Dollar Limit & Authorities (Draft and/or Approve) for each Authorized User.

User will be called to assign a PIN code, if customer can not be reached by phone a PIN code will be mailed to them.

Schedule D – Waiver of Bank Recommended Procedures

Schedule E – Notification of wire transaction - Optional

Schedule F – Scheduled Wire Transfers (3 pages)

Schedule F must be completed by a Customer requesting the BANK to initiate a repetitive wire on their behalf for a period of time not to exceed 2 years.

- Customer must complete information requested under:
 - Originator Information
 - Beneficiary/Bank Information
 - Beneficiary/Receiver Information

Step 4 –Email completed forms to businessbanking@ffin.com or fax to 888-594-7285.

Original documents must be sent by registered mail to Abilene at FFB Abilene, 400 Pine Street, Suite 410, Abilene, TX 79604.



Wire Transfer Agreement

Wire Transfer Agreement

This Wire Transfer Agreement, which includes the attached Schedules (collectively, the "Agreement") is between First Financial Bank, N.A. ("Bank") and Customer named and identified in the signature section below ("Customer") as of the date set forth beneath Bank's signature on the signature page hereof. Bank and Customer are hereinafter sometimes collectively referred to herein as the "Parties."

This Agreement governs Customer's use of Bank's wire transfer service, including the origination and receipt of wire transfers on behalf of Customer. Under this Agreement, Customer authorizes Bank to act upon all requests to transfer funds by wire in accordance with the terms of this Agreement. These requests can be made by telephone, or by Bank's online banking system to any of Customer's other accounts maintained with Bank or with other financial institutions and to any accounts of third parties maintained with Bank or with other financial institutions.

1. **Procedures.** Customer agrees to make all wire transfer transaction requests according to the security procedures that are set forth herein and/or on the Schedules that are attached hereto (as originally prepared or modified from time to time by the Bank). Notwithstanding the foregoing: 1) in the event that any third party wire transfer system imposes procedures upon Bank, Bank may immediately implement such procedures, followed by notice to Customer; and 2) Bank is not required to act upon any transaction request that does not comply with Bank's security procedures; and 3) Bank is not required to act upon any transaction request which exceeds Customer's available balance on account with Bank or which Bank is unable to authenticate to its satisfaction; and 4) Bank may revise its security procedures upon notice to Customer and in such case, such revised security procedures shall be binding upon Customer, regardless of whether or not Customer has executed a revised Schedule A.

In the event that Customer desires to schedule wire transfers from a specified account to a specified beneficiary/receiver at specified intervals, Customer agrees to complete Schedule F: Scheduled Wire Transfers and acknowledges that such transfers are subject to the terms of this Agreement and the terms set forth on Schedule F.

During the term of this Agreement, the Bank may revise the security procedures set forth herein upon notice to Customer.

2. **Security Procedure and Transfer Requests.** Bank always recommends that Customer incorporate dual control authorities when initiating outgoing wire transfers. Bank will require Customer to document a waiver of this recommendation by completing Schedule D: Waiver of Recommended Wire Transfer Procedure if Customer chooses to act on wire transfer instructions submitted and approved by a single Authorized User. Bank will assign personal identification numbers ("PINs") or user ID's, or security tokens (collectively, "ID"), as applicable, which Customer will use in making transaction requests. Customer understands and accepts responsibility for maintaining a high level of security in reference to such identifiers. Bank and Customer agree to comply with the procedures defined in the option(s) selected and outlined in Schedule A: Security Procedures. Customer further agrees to comply with any format requirements as provided on Bank's Wire Transfer Request for each transfer request (and cancellation of a transfer request) transmitted to Bank. Customer agrees that the security procedures recommended by Bank are commercially reasonable for its purposes. Provided that Bank complies with the security

procedure selected by Customer, Customer shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by Customer. If Bank does not follow the security procedure(s) selected by Customer, but can prove the transfer request was originated by Customer, Customer will still be liable for the transfer amount plus transfer fees. Customer authorizes Bank to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.

3. **Customer Liability.** Customer agrees to assume full responsibility for all transfers made by Bank in accordance with the procedures stated herein (including attachments to this Agreement). Customer further agrees to assign to Bank no responsibility beyond the duty to exercise ordinary care, and Customer agrees that Bank shall be conclusively deemed to have exercised such ordinary care; if Bank has followed the security procedures set forth herein or if Customer has not followed such procedures. **CUSTOMER SHALL BE LIABLE TO BANK FOR AND SHALL INDEMNIFY AND HOLD BANK HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER LEGAL EXPENSES), LIABILITIES AND OTHER LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY TRANSFER REQUEST INITIATED PURSUANT TO THIS AGREEMENT (INCLUDING ATTACHMENTS TO THIS AGREEMENT), OR OTHER MATTERS RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION: A) A BREACH BY CUSTOMER OF ANY PROVISION OF THIS AGREEMENT; B) BANK'S DEBITING OR CREDITING OF THE ACCOUNT OF ANY PERSON AS REQUESTED BY CUSTOMER; C) THE FAILURE TO ACT OR DELAY BY ANY FINANCIAL INSTITUTION OTHER THAN BANK; AND D) ANY ELECTION MADE BY BANK TO ACT OR REFRAIN FROM ACTING UPON A WIRE TRANSFER REQUEST WHEN BANK IS UNABLE TO OBTAIN PROPER AUTHENTICATION PER THE SECURITY PROCEDURES SET FORTH HEREIN.**

WITHOUT IN ANY WAY LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK SHALL BE ENTITLED TO CONCLUSIVELY PRESUME THAT ANY PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF CUSTOMER WHO SHALL FOLLOW PROPER PROTOCOLS IN THE INITIATION OF A WIRE TRANSFER FROM AN ACCOUNT OF CUSTOMER SHALL BE DEEMED TO HAVE BEEN DULY AUTHORIZED FOR ALL PURPOSES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BANK SHALL INCUR NO LIABILITY TO CUSTOMER FOR ACTING ON INSTRUCTIONS OR VERIFICATIONS GIVEN BY A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE AND CUSTOMER SHALL INDEMNIFY BANK FROM ANY LIABILITY ENSUING FROM SO ACTING, REGARDLESS OF ANY CONTRIBUTING FAULT OR NEGLIGENCE OF BANK.

With regard to Customer's use of the Bank's online banking system, the Bank is not responsible for any electronic virus that Customer may encounter using the Bank's online banking system or other online services. Customer confirms that Customer has investigated the Bank's online security procedures and that Customer has instituted the proper controls for access to the Bank's Online Banking Services through Customer's computers and terminals. Customer confirms that the security system and controls are commercially reasonable for Customer's business and appropriate for Customer's personal accounts. Customer agrees that Customer is solely responsible for the performance and protection of any browser or operating system used in connection with online banking, including the prompt adoption of all security patches, installing and maintaining up to date any malicious code security ("anti-virus") and other security measures issued or

recommended from time to time by the suppliers of such software. The Bank encourages Customer to routinely scan Customer's computer and removable storage using a reliable virus protection product to detect and remove viruses. Customer acknowledges that if undetected and unrepaired, a virus can corrupt and destroy Customer's programs, files and hardware. Customer specifically acknowledges that it is responsible for any losses and/or damages that are incurred or realized that relate to an unauthorized party gaining access to Customer's computer system or network and accessing Bank's online banking system as a result thereof, whether through theft of Customer's password(s), entering the Customer's computer system via the internet or otherwise.

4. Bank Liability. Except as otherwise expressly set forth herein, Bank is not responsible for detecting any Customer error contained in any payment order sent by Customer to Bank. Bank shall be responsible only for performing the funds transfer services provided in this Agreement. Bank shall not be liable for acts or omissions by Customer or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which shall be deemed Bank's agent. Without limitation, Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond Bank's control. In addition, Bank shall be excused from delaying or failing to execute a transfer if it would result in Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSSES OR DAMAGES INCURRED RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, SUBSEQUENT WRONGFUL DISHONOR OF ANY CHECKS OR DRAFTS RESULTING FROM BANK'S ACTS OR OMISSIONS IN HANDLING ANY FUNDS TRANSFERS TO CUSTOMER'S ACCOUNTS OR ANY PAYMENT ORDER REQUESTING SUCH TRANSFERS.

5. Standard of Care. With respect to the performance of services under this Agreement that are not covered by the Texas Business and Commerce Code, Chapter 4A, the parties will be governed by a standard of ordinary care. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the Texas Business and Commerce Code.

6. Obligation to Report Discrepancies. All transfers will appear on Customer's regular account statement. It is Customer's obligation to examine the statement for any discrepancy concerning any payment order. If Customer fails to notify Bank of any such discrepancy within thirty (30) days after Customer receives the statement or other sufficient information to detect such discrepancy, Bank shall not be liable for and Customer shall indemnify and hold Bank harmless from any loss of interest with respect to the payment order and any other loss which could have been avoided had Customer given such notice. In the event that said payment order was initiated by Customer using Bank's online banking system, Customer shall be deemed to have received notice of the acceptance of such payment order or the debiting of said payment order when said acceptance or debit is posted to Customer's account. Customer may view this activity in online banking.

7. Compensation. If Customer suffers any loss of interest resulting from Bank's error in executing a funds transfer request, or from Bank's failure to execute a funds transfer in accordance with the terms and conditions set forth in this Agreement, Bank will reimburse Customer for such losses stated herein ("Compensation") provided that Customer has complied

with the terms and conditions set forth in this Agreement, and provided that such error or failure was within Bank's reasonable control. Said Compensation shall be limited to the interest loss for the period beginning the date the transfer should have been made or the date of the error, and ending on the date of the transfer or the date of correcting any error, whichever comes first. Bank, in its sole discretion, has the option of compensating Customer for any liability by 1) adjustment of the aggregate, ledger, and collected balances of Customer's account to reflect properly in the average balances on the account analysis the amounts that would have resulted, or 2) reimbursement by check or credit to Customer's account, in which case the interest shall be calculated by using a rate not to exceed our Federal funds rate in effect for the period involved. Bank will not be liable for consequential damages.

8. Processing Wire Transfers. Bank shall process transfer requests based solely upon information received from Customer. Bank shall have the right to select a method of transferring funds that it deems to be appropriate and reasonable under the circumstances, including processing the transfer request through either the Federal Reserve Bank System ("Fed") or the Society for Worldwide Interbank Financial Telecommunications ("S.W.I.F.T."). In any event, Bank and Customer agree that the Bank's processing of wire transfer requests under this Agreement is subject to the procedures, rules and regulations governing the processor (i.e. the Fed or S.W.I.F.T.). Bank may initiate fund transfer requests in any order convenient to Bank. Transfer instructions received after reasonable cut-off hours as Bank may from time to time establish may be honored by Bank as of the following business day. In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the authorized wire transfer request. At the time Bank executes a wire transfer or internal transfer, Customer agrees to pay Bank with available funds on deposit for the amount of the wire transfer plus the current Wire Transfer Fee as listed in Bank's Fee Schedule. If Customer fails to pay in accordance with this Agreement, Bank shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in Bank's Deposit Agreement.

It is expressly understood and agreed that until such time that Bank receives notice of changes, additions, or deletions to Customer's authorized representatives, Bank will continue to act pursuant to Customer's designations as indicated on the schedules on file with Bank.

9. Errors and Rejections by Bank. If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account identifies a person different from the named beneficiary. Customer's obligations shall not be excused in these circumstances. Bank shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, such as availability of funds on deposit. Bank may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from Customer for any reason. Bank shall notify Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to Bank. Bank shall have no liability to Customer as a result of

Bank's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

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

11. Cancellation and Change by Customer. Customer shall have no right to cancel or amend any transfer request after received by Bank; however, Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received from Customer or its authorized agent in accordance with the security procedures set forth in this Agreement. Bank shall have no liability if the cancellation or change is not effected. If Customer cancels or amends a transfer request and Bank acts on the request, Bank shall not be obligated to refund any monies to Customer until acceptable evidence has been received by Bank that the transaction has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by Bank, which were transferred by Bank to effect the transaction request. Any refund shall be less all charges and expenses incurred by Bank in connection with the transaction request, whether such revocation, cancellation or amendment was successful. Bank makes no representation or warranty as to its ability to revoke or cancel a transaction once it is made.

12. Fees and Charges. Customer agrees to pay Bank for the services provided under this Agreement in accordance with Bank's Wire Transfer Fee Schedule, as from time to time in effect. The Fee Schedule is subject to change without notice by Bank.

13. Debits and Overdrafts. Bank may debit any bank account described in the List of Authorized Users identified on Schedule B and/or Schedule C or any bank account listed on Schedule F, even if the debit creates or increases an overdraft in that account. In the event that an overdraft is created or increased, Customer shall cause sufficient funds to pay the amount of the overdraft to be deposited into or credited to the account by the close of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand.

14. No Extensions of Credit. Nothing in this Agreement nor any course of dealings between Customer and Bank constitutes a commitment or obligation of Bank to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any payment order.

15. Schedules. This Agreement includes and incorporates herein (as originally prepared or as modified from time to time in writing by the Parties) Schedules A through F. Following the execution of this Agreement, the parties may amend one or more of the Schedule(s) and such amended Schedules shall be incorporated herein as an integral part of the terms and conditions of this Agreement provided that the Bank has received and approved such amended Schedule(s), and the same has been executed by Customer. Notwithstanding the foregoing, the Bank may revise the security procedures that are set forth on the Schedules and upon notice to Customer, such security procedures shall be binding upon the Customer.

16. Additional Terms and Conditions.

16.1. Amendments. Bank shall be entitled to amend this Agreement at any time which will become effective immediately upon Customer's receipt of the notification or upon a later date specified in such notification.

16.2. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement except that, after reasonable notice to Customer, Bank may transfer its rights

and obligations under this Agreement to a wholly owned subsidiary of Bank or to an affiliate of Bank directly or indirectly owned by First Financial Bankshares, Inc.

16.3. Waiver. Except for charges made in accordance with the terms and conditions of this Agreement, no deviation, whether intentional or unintentional, shall constitute a change hereto, and no such deviation shall constitute a waiver of any right or duty of either party hereto.

16.4. Governing Law. Customer and Bank agree that all actions and disputes between Customer and Bank concerning wire transfers shall be determined pursuant to Article 4A of the Texas Business and Commerce Code, as varied by this Agreement. This Agreement shall be governed by the laws of the United States when applicable and the State of Texas and shall be performable in county where the principal office for the bank is located.

16.5. Termination. Either party may terminate this Agreement by written notice to the other signed by Customer or Bank and sent at least 10 calendar days prior to the termination date specified in such notice. No such termination shall affect any claim or cause of action of either party, which existed prior to or at the time of the termination. Further, no such termination shall effect the rights of the Parties with respect to transactions occurring prior to actual receipt of notice of termination from the terminating party.

16.6. Counterparts. This Agreement may be executed by Customer and Bank in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same Agreement.

16.7. Notices. All notices required or permitted to be given under this Agreement may be given by any commercially reasonable means, except as otherwise provided herein. Commercially reasonable means includes, but is not limited to, notices provided by e-mail or facsimile. Bank may send notices by facsimile or email to the persons identified on Schedule C. All notices shall be effective when received, except as may be otherwise provided in this Agreement or by applicable law. If a notice is not received because of failure or disconnection of the addressed communication system, notice is effective at the time of reinstatement of the system related to the transmission or dispatch. Each notice given pursuant to this Agreement shall be delivered to the address specified for that purpose below. Customer and Bank may each change the address for service of written notice upon it by a notice in writing to the other.

16.8. Entire Agreement. This Agreement includes the attached Schedules (including the Schedules as they may be amended from time to time) and, collectively, these documents constitute the entire agreement and understanding between Customer and Bank relating to the subject matter of this Agreement as of the date hereof and supersedes all prior agreements and understandings between Customer and Bank relating to the subject matter of this Agreement. Customer acknowledges and agrees that the terms and conditions of Customer's Deposit Agreement and Customer's Online Services Agreement (if applicable) with Bank are also relevant to Bank's wire transfer services as specified herein. This Agreement incorporates by reference herein the terms and conditions of Customer's Deposit Agreement and Online Services Agreement (if applicable) with Bank. In the event of any inconsistency between this Agreement and Customer's Deposit Agreement and/or Online Services Agreement with respect to wire transfers, this Agreement shall govern.

16.9. Headings. Headings to sections of this Agreement or any Addendum are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under the Agreement.

16.10. Binding Effect. This Agreement shall be binding upon the Parties' heirs, representatives, successors, and assigns.

16.11. Severability. In the event that any court or tribunal of competent jurisdiction determines that any provision of the Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be effected thereby.

16.12. Beneficiaries. This Agreement is for the benefit only of the undersigned Parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

16.13. Effective Date of Agreement. This Agreement shall be effective when it is accepted by Bank.

BANK

Address: _____

Signature: _____
Bank Officer: _____
Title: _____
Date: _____

Customer/Account Owner

Address: _____

Individual or Company Officer Signature: _____
Customer/Account Owner Name (Print): _____
Title of Company Officer: _____
Name of Company: _____
Date: _____



Wire Transfer Agreement

Schedule A – Security Procedures

- New
- Replacement

General Procedures:

Bank is authorized to honor, execute, and charge the account(s) for all funds transfer instructions received electronically or by telephone from Customer. Bank always recommends that Customer incorporate dual control authorities when initiating outgoing wires transfers. Prior to initiating a transfer request, Bank may, but shall not be obligated to, confirm by telephone with an authorized representative of Customer any third party transfer request. Third party transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any "Pay Upon Proper Identification" company, individual or representative of any other company. Customer understands that if and when Bank attempts to confirm transfers, a delay may occur pending an independent confirmation.

If Customer chooses to allow a single Authorized User to initiate/draft and approve or verify an outgoing wire transfer request, Bank will require Customer to document a waiver of this recommendation by completing Schedule D: Waiver of Recommended Wire Transfer Procedure. Each Authorized User on Schedule B accesses the wire transfer system through a combination of a user ID #, a unique password, and may include a token code validation (collectively, "ID") and access to Bank's wire transfer system. Each Authorized User listed on Schedule C by telephone will be issued a PIN. It shall be the sole responsibility of Customer to safeguard Customer's ID and PIN. The effectiveness of the security of the wire transfer system and all shared information depends on Customer safeguarding the Customer's ID and PIN and limiting access to the service to Authorized Users. Any act or omission of Customer that permits any other party besides the Authorized Users to learn the Customer's ID and/or PIN and enables the outside party to use this information to use Bank's wire transfer system and/or telephone wire transfer department destroys the safeguard of the Customer's ID and PIN and the results thereof are the responsibility of Customer. In the event that Customer has reason to believe that any part of the Customer's ID and/or PIN have been compromised, Customer shall immediately advise Bank by telephone. Upon such notification, Bank will issue a new ID and/or PIN to Customer's Authorized Users. Until the new ID and/or PIN have been issued, Customer's use of Bank's online banking system or by telephone will be abated. In order to maintain a high level of security, Customer's ID and PIN may be changed periodically by Bank. Before this occurs, Bank will notify Customer of the impending change and supply customer with a new ID and/or PIN. Customer shall be solely responsible for installing and maintaining up to date any malicious code security ("anti virus") capability on its computers and information systems.



Wire Transfer Agreement

Please select the method by which Customer will initiate wire transfer requests:

- Option 1. First Financial Bank's Online Banking System's Wire Transfer Feature**
Under this option, Bank is hereby directed to complete all funds transfer instructions received from Customer using Bank's online banking system and Bank shall have no liability for performing all funds transfer instructions submitted through the service as long as Bank complies with the instructions received. Customer acknowledges and accepts sole responsibility for the security of its ID and access to the service, and agrees to hold Bank harmless for complying with all instructions received from Customer in connection with the service. **Customer understands that Bank will not call Customer to verify the authenticity or accuracy of any wire transfer instruction and that Bank will have no liability for performing each wire transfer instruction without verifying the instruction with Customer. Schedule B sets forth the list of Authorized Users and the method used to deliver wire transfer instructions.**

With regard to Customer's use of the Bank's online banking system, the Bank is not responsible for any electronic virus that Customer may encounter using the Bank's online banking system or other online services. Customer confirms that Customer has investigated the Bank's online security procedures and that Customer has instituted the proper controls for access to the Bank's Online Banking Services through Customer's computers and terminals. Customer confirms that the security system and controls are commercially reasonable for Customer's business and appropriate for Customer's personal accounts. Customer agrees that Customer is solely responsible for the performance and protection of any browser or operating system used in connection with online banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. The Bank encourages Customer to routinely scan Customer's computer and removable storage using a reliable virus protection product to detect and remove viruses. Customer acknowledges that if undetected and unrepaired, a virus can corrupt and destroy Customer's programs, files and hardware. Customer specifically acknowledges that it is responsible for any losses and/or damages that are incurred or realized that relate to an unauthorized party gaining access to Customer's computer system or network and accessing Bank's online system as a result thereof, whether through theft of Customer's password(s), entering the Customer's computer system via the internet or otherwise.

- Option 2. Customer chooses to submit wire transfer instructions by telephone with dual callback. A facsimile is required on all third party wires:**

When initiating a wire transfer request, the Authorized User must contact wire transfer department and provide specifics of the wire transfer request and their PIN. This information includes, but is not limited to, his or her name, the Company name, the Customer's PIN or other ID, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the



Wire Transfer Agreement

name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer department will call back to a different Authorized User to confirm and verify the wire transfer request. A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

- Option 3. Customer chooses to submit wires transfer instructions by telephone with callback verification to the same person submitting the request. A facsimile is required on all third party wires. Schedule D is required on this choice:**

When initiating a wire transfer request, the Authorized User must phone the request to the wire transfer department and provide specifics of the wire transfer request and their PIN. This information includes, but is not limited to, his or her name, the Company name, the customer's PIN or other ID, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer request the wire transfer department will call back to ANY Authorized User, including the same Authorized User who provided the instruction. A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank. **Schedule D sets forth procedures for the waiver of the recommended Security Procedure.**

Individual or Company Officer Signature: _____

Customer/Account Owner Name (Print): _____

Title of Company Officer: _____

Name of Company: _____

Date: _____

FIRST FINANCIAL BANK

Member FDIC

CIF:

Wire Transfer Agreement

Schedule B – Business Online Banking Authorization Form

Bank	Cleburne	Tax ID		
Business Name				
Business Address Line				
Business City, State, Zip				
Business Phone Number				
Authorized User's Name				
User ID	1 st Choice		2 nd Choice	
User's Email Address				
Method of Notification	<input type="checkbox"/> E-Mail* or <input type="checkbox"/> Mail			
Account Number(s)				
Features	Access	Dollar Limit	Dual Authority	User's Dual Authority Rights
View Only	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	N/A	N/A
Stop Payment	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	N/A	N/A
Funds Transfer	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve
Wire Transfer	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve
International Wire Transfer	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Draft <input type="checkbox"/> Cancel <input type="checkbox"/> Approve
Smart Phone Token	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide credentials		

**NOTICE: E-mail notifications are transmitted unencrypted, which is not a secure environment for the transmission of confidential data.*

The above named Designated User is authorized to perform the tasks indicated above. Account Holder shall be responsible for the confidentiality and use of its password(s) and other security data, methods and devices in accessing and using the Online Banking Services. Account Holder accepts full responsibility for the monitoring of its account. Account Holder shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Schedule B(s) that have been previously executed by Customer shall remain in place and effective except to the event set forth above.

Customer/Account Owner Name (Print) Individual or Company Officer Signature Date

Name of Company Title of Company Officer

To Be Completed by Bank Representative			Treasury Management Department USE ONLY – (866) 627-7214								
Date:		Verified Signature:		Date Recd:		Verified Signature:		J/H:		Q2:	
Bank Representative:			Password:		NC:	ID & Agreement to Wires:					
Phone Extension:			Completed By & Date:			Reviewed By & Date:					

FIRST FINANCIAL BANK

Member FDIC

Wire Transfer Agreement

Schedule C – List of Authorized Users

Use this form for Wire Requests using Telephone ONLY

- New User
- Modify User
- Delete User

<u>Customer Name</u>	<u>Account Numbers(s)</u> <small>List all account number(s) from which outgoing wires will be initiated.</small>	<u>Account Numbers(s)</u> <u>Continue</u>
Authorized User: Please Print or Type Name	Telephone Number <small>(include area code, cell phone numbers are discouraged)</small>	User's Dual Authority Rights and Limits
		Dollar Limit
		<input type="checkbox"/> Draft
		<input type="checkbox"/> Approve
		<input type="checkbox"/> Draft
		<input type="checkbox"/> Approve
		<input type="checkbox"/> Draft
		<input type="checkbox"/> Approve
		<input type="checkbox"/> Draft
		<input type="checkbox"/> Approve

This schedule of Authorized Users is incorporated into the Wire Transfer Agreement between the Customer and the Bank. This schedule will be used only when wire requests are initiated using a telephone and PINS are required. This schedule may be amended only in writing. Bank will rely on this schedule as an integral part of the security it employs.

Questions? Call Wire Transfer Department at (866) 627-7130 Fax (866) 627-7338

Individual or Company Officer Signature: _____

Customer/Account Owner Name(Print): _____

Title of Company Officer: _____

Name of Company: _____

Date: _____



Wire Transfer Agreement

Schedule D – Waiver of Bank Recommended Procedures

**Customer Waiver of Recommended
Wire Transfer Procedure**

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

Customer has considered the Bank’s recommendation to have two Authorized Users approve each outgoing wire transfer request but requests the Bank accept and process outgoing wire transfer requests with the approval of only one Authorized User.

Customer hereby waives any protection offered by the use of the procedure recommended by the Bank. Customer agrees to be bound by any payment order (whether or not authorized) issued in Customer’s name and accepted by Bank in compliance with the Security Procedure selected by Customer.

Accepted by Customer:

Individual or Company Officer Signature: _____

Customer/Account Owner Name (Print): _____

Title of Company Officer: _____

Name of Company: _____

Date: _____

Accepted by Bank:

Signature: _____

Bank Officer: _____

Title: _____

Date: _____



Wire Transfer Agreement

Schedule E – Notification Options

Notification Options for Incoming and Outgoing Wires

- New
- Replacement

Account Number(s)

Emails Notifications	
Send both incoming and outgoing wire notifications to the following addresses	
Send only incoming wire notifications to the following addresses	
Send only outgoing wire notifications to the following addresses	

Facsimile Notifications	
Send both incoming and outgoing wire notifications to this number	
Send only incoming wire notifications to this number	
Send only outgoing wire notifications to this number	

Individual or Company Officer Signature: _____

Customer/Account Owner Name(Print): _____

Title of Company Officer: _____

Name of Company: _____

Date: _____



Wire Transfer Agreement

Schedule F – Scheduled Wire Transfers

Customer (who is so identified in the Wire Transfer Agreement between Customer and Bank) hereby authorizes and instructs Bank (who is so identified in the Wire Transfer Agreement between Customer and Bank) to initiate scheduled wire transfers at the interval set forth below from and to the accounts identified below according to the following information and instructions:

ORIGINATOR INFORMATION

Account name from which outgoing scheduled wire will be initiated _____

Account number from which outgoing scheduled wire will be initiated _____

Amount of each scheduled wire _____

Date of first scheduled wire transfer _____

Interval of each scheduled wire (i.e. daily, weekly, monthly) following first wire _____

If scheduled wire falls on a weekend or holiday, specify Customer's preference regarding Bank initiating wire on the day preceding or after the weekend/holiday _____

Date of last scheduled wire (date should be no more than 2 years from first scheduled wire) _____

BENEFICIARY/BANK INFORMATION

Routing, ABA or AC number for domestic, if international, Swift Code or BIC Code _____

Beneficiary Bank name _____

Beneficiary Bank address _____

Intermediary Bank ABA, AC, Swift or BIC Code _____

Intermediary Bank Name _____



Wire Transfer Agreement

BENEFICIARY/RECEIVER INFORMATION

Name of beneficiary/receiver

Bank account number of beneficiary/receiver

Physical address of beneficiary/receiver

Originator to Beneficiary Information

- Upon receipt of a signed copy of this Agreement, Customer acknowledges that Bank will initiate each scheduled wire transfer at the interval stated above unless the scheduled wire transfers that are identified above are terminated by either Customer or Bank as specified below.
- If a scheduled wire transfer is to be completed according to the interval set forth above on a weekend or banking holiday, the wire transfer shall be initiated by the Bank on the next banking day following such weekend or holiday, unless customer specifies otherwise in the information section above.
- The Customer may request that the Bank initiate a scheduled wire transfer at a time different from the interval specified above and/or cancel a scheduled wire transfer. In such event, Bank shall resume making scheduled wire transfers at the next scheduled interval (as set forth above), unless customer terminates the above-referenced scheduled wire instructions.
- Should Customer elect to terminate the above-referenced scheduled wire transfer instructions, Customer must provide such instructions to Bank both telephonically and in writing on a date prior to a scheduled wire transfer. Should such termination be made by Customer on the date of a scheduled wire transfer, Customer acknowledges and understands that the scheduled wire transfer will be made, unless Bank receives such written instructions from Customer and has adequate time (as determined by Bank) to stop the scheduled wire transfer. Customer agrees to hold Bank harmless from any losses or damages that Customer incurs as a result of the Bank making a scheduled wire transfer on a date that is the same date that Customer provides notice to Bank to terminate a scheduled wire transaction.
- In Bank's sole discretion, Bank may seek written confirmation from an authorized signer on the Account from which an outgoing scheduled wire transfer will be initiated prior to



Wire Transfer Agreement

Bank making a scheduled wire transfer. Further, in its sole discretion, Bank may terminate one or more scheduled wire transfers under the terms of the instructions set forth above. Customer agrees to hold Bank harmless from any and all losses or damages that Customer incurs as a result of Bank, in its sole discretion or otherwise, terminating the scheduled wire transfers that are referenced herein.

- Bank's agreement to initiate a scheduled wire transfer at the interval set forth above is expressly conditioned upon Customer holding an available collected balance on account with Bank that Bank is able to authenticate to its satisfaction which equals or exceeds each requested scheduled wire transfer.
- The scheduled wire transfers that are referenced above are expressly subject to the terms of the Wire Transfer Agreement entered into between Customer and Bank; provided however that to the extent that there is any conflict between the terms set forth herein and in the Wire Transfer Agreement, the terms set forth herein shall control.

Individual or Company Officer Signature: _____

Customer/Account Owner Name (Print): _____

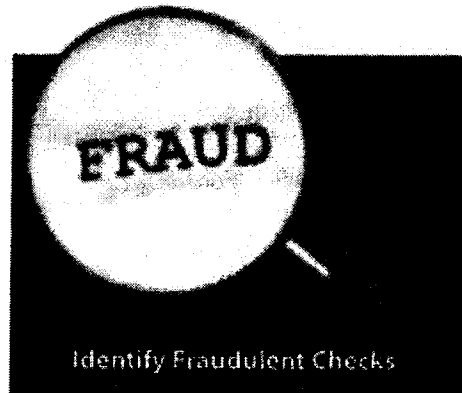
Title of Company Officer: _____

Name of Company: _____

Date: _____



Positive Pay User Guide



First Financial Bankshares, Inc.
Treasury Management Services
866.627.7214

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Positive Pay Overview

First Financial Bank provides Positive Pay as a first line defense against check fraud. In partnership with customers, the bank is able to respond rapidly when fraudulent and altered items are presented for payment. Faster notification means authorities are able to react quickly and reduce ongoing losses for all parties.

First Financial Bank's Positive Pay system provides the following advantages:

- Secure delivery channel for incoming Issued Check files
- Tools to deliver individual Issued Checks
- Review exceptions including images of suspect Items
- Download an electronic file of Paid Items
- Identify Outstanding Items easily
- Manage users and their authorities

User Login

Welcome to

FIRST FINANCIAL BANK

Transaction Management System

Thank you for choosing First Financial Bank's Positive Pay system.

Login

User Name:

Password:

User Name / Password: User name and password are defined in the User Setup screen. Security access privileges are assigned to each user.

Exception Processing – Quick Exception Processing

The Quick Exception Processing screen is an efficient method of managing exception item activity. Pay and return decisions can be made on all items on a single screen.

The Client ID is assigned by the bank and is associated with an account. Changing this selection will refresh the screen.

Marking *Only Show Exceptions With No Decision* will display only items for which a pay/return decision has not been made.

Quick Exception Processing as of 12/15/2006
(COUNT:3)(AMOUNT:\$3,273.34)

Client ID: Only show exceptions with no decision

NOTE: Exceptions will be given a decision of "Return" if no decision has been made by 3:30 PM.

READ ONLY ACCESS

Warning: Client cutoff time has passed (03:30 PM).

	Client ID	Issued Date	Check #	Amount	Exception Type	Decision		Reason
						Pay	Return	
1	BCE Op Acct	09/07/2006		35.00	ACH TRANSACTION (WEB)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Fraudulent
2	BCE Op Acct	09/07/2006	View Image	686.00	PAID NOT ISSUED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<Not Selected>
3	BCE Op Acct	09/07/2006	View Image	206700 2,552.34	DUPLICATE PAID ITEM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<Not Selected>

CUTOFF TIME: All decision must be documented by 12:00 Noon. At that time, an automated Pay/Return decision is made on all "unresolved items" and users are automatically put in "READ ONLY" mode to prevent any changes to the automated decision. Contact the bank to alter the automated decision.

Client ID: The client ID is assigned by the bank and is associated with the account.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Exception Type: The reason that the item is on the exception list. The possible exception types are as follows:

- DUPLICATE PAID ITEM: The item was previously paid.
- PAID NOT ISSUED: The item was never loaded into the system as an issued check.
- STALE DATED ITEM PAID: The item is a stale dated check. A check is considered stale dated if the item was issued prior to the stale dated cutoff date, which is calculated based on parameters defined by the financial institution.
- PREVIOUSLY PAID ITEM POSTED: The item was previously paid.
- VOIDED ITEM: The item was previously voided.

Decision: Indicates if the item should be paid or returned.

Reason: The reason for the pay/return decision. If no reason has been selected, the field is displayed as <Not Selected>.

Exception Processing – Review Exceptions

The Review Exceptions screen lists all current exceptions. Click Display to view detailed information regarding each exception.

Changing this selection will refresh the screen.

The paid date is defaulted to the issued date for all *Paid Not Issued* exceptions.

Click *Display* to view item details. Refer to the next page for additional information.

Client ID: BCE Op Acct Show Key

Current Exceptions as of 12/15/2006
(COUNT: 3) (AMOUNT: \$3,273.34)

NOTE: Exceptions will be given a decision of "Return" if no decision has been made by 3:30 PM.

Status	Decision	Client ID	Issued Date	Check #	Amount	Exception Type	Details
1	Return	BCE Op Acct	09/07/2006		35.00	ACH TRANSACTION (WEB)	Display
2	Pay	BCE Op Acct	09/07/2006	View Image	686.00	PAID NOT ISSUED	Display
3	Pay	BCE Op Acct	09/07/2006	View Image 206700	2,552.34	DUPLICATE PAID ITEM	Display

Status: Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:

- Stop Payment: Displayed for checks that have been stopped with a stop payment.
- Exception: Displayed on items that are flagged as exceptions by the system.
- Paid: Displayed on items that have been previously paid.
- Reversal: Displayed on items that have been paid and reversed.
- Void: Displayed on items that have been voided.

	Stop Payment
	Exception
	Reconciled (Paid)
	Reversal
	Void

Decision: The decision applied to this exception. If no decision has been applied, the column is blank.

Client ID: The client ID associated with the account.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Exception Type: The reason that the item is on the exception list. Exception types are as follows:

- DUPLICATE PAID ITEM: The item was previously paid.
- PAID NOT ISSUED: The item was never loaded into the system as an issued check.
- STALE DATED ITEM PAID: The item is a stale dated check. A check is considered stale dated if the item was issued prior to the stale dated cutoff date, which is calculated based on parameters defined by the financial institution.
- PREVIOUSLY PAID ITEM POSTED: The item was previously paid.
- VOIDED ITEM: The item was previously voided.

Exception Processing – Review Exceptions – Display Item Details

Exception: DUPLICATE PAID ITEM -- Exception Date: 9/7/06
Warning: Client cutoff time has passed (03:30 PM).

Client ID:	100 Op Acct	Check #:	206700	Amount:	2,552.00
		Issued Date:	09/07/2005	Decision:	Pay
		Paid Date:		Reason:	<Not Selected>
		Date Stop Req.:		Void Item:	<input type="checkbox"/>
Submission Type:		Stop Pay Status:		Reversal:	
Manual		Service Charge Waived		NO	
Update					

Notes:

The ability to change item details is controlled by security.

When the Display link is clicked, detailed transaction information is displayed. A pay/return decision

CUTOFF TIME: 12:00 Noon is the bank's cut off time. After that time, an automated Pay/Return decision is made on all "unresolved items" and corporate users are automatically put in "READ ONLY" mode to prevent any changes to the automated decision. Users must contact the financial institution to alter the automated decision.

Client ID: The client ID associated with the account for this transaction.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Issued Date: The date this item was issued. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Paid Date: The date the item was posted/paid.

Decision: The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

Reason: The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>. The Decision Setup screen determines if a reason is required for pay and return decisions.

Date Stop Request: The date a stop payment was requested is displayed.

Void: If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

Notes: Freeform text field to add notes about this item.

Submission Type: Indicates how the item was originally loaded into the system. The following values may be displayed:

E-file: Indicates that the item was electronically loaded from an issued file.

Manual: Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during batch processing.

Stop Pay Status: Indicates whether a stop payment has been placed on the item. The following values may be displayed:

None: Indicates the client has not requested that the item be stopped.

Requested: Indicates the client has requested that the item be stopped, but the bank has not applied the stop payment to the system.

Requested and Placed: Indicates the client has requested that the item be stopped and the bank has applied the stop payment request to the system.

Item Stopped: Indicates the client has requested that the item be stopped and the item was already presented for payment and stopped by the bank.

Transaction Processing – Review Checks

The Review Issued Checks screen displays all issued checks for the selected Client ID, including outstanding issued items, paid items, and exceptions.

The Client ID determines the account displayed. Changing this selection will refresh the

Click *Display* to view item details. Refer to the next page for additional information.

Client ID: BCE Op Acct		Issued Checks				
		(COUNT: 5689)	(AMOUNT: \$12,329,628.07)			
Status	Client ID	Issued Date	Check #	Amount	Display	
1	BCE Op Acct	12/08/2006	105632	502.36	Display	
2	BCE Op Acct	11/08/2006	45445	550.00	Display	
3	BCE Op Acct	11/01/2006	18985	500.00	Display	
4	BCE Op Acct	10/27/2006	518994	591.61	Display	
5	BCE Op Acct	10/26/2006	518473	289.49	Display	
6	BCE Op Acct	10/26/2006	518472	28.70	Display	
7	BCE Op Acct	10/26/2006	518471	16.32	Display	
8	BCE Op Acct	10/26/2006	518470	147.56	Display	
9	BCE Op Acct	10/26/2006	518789	300.00	Display	
10	BCE Op Acct	10/26/2006	518788	476.95	Display	
11	BCE Op Acct	10/26/2006	518787	1,996.17	Display	
12	BCE Op Acct	10/26/2006	518785	177.00	Display	
13	BCE Op Acct	10/26/2006	518798	323.62	Display	
14	BCE Op Acct	10/26/2006	518797			
15	BCE Op Acct	10/26/2006	518794			
16	BCE Op Acct	10/26/2006	518792			
17	BCE Op Acct	10/26/2006	518803			
18	BCE Op Acct	10/26/2006	518802			
19	BCE Op Acct	10/26/2006	518801			
20	BCE Op Acct	10/26/2006	518800			

Result page: 1 2 3 4 5 6 7 8 9 10 ...

If a large number of items are present, multiple pages will exist. Subsequent pages are viewed by clicking on the page number at the bottom of the list.

The following columns appear on the Review Issued Checks screen:

Status: Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:

- Stop Payment: Displayed for checks that have been stopped with a stop payment.
- Exception: Displayed on items that are flagged as exceptions by the system.
- Paid: Displayed on items that have been previously paid.
- Reversal: Displayed on items that have been paid and reversed.
- Void: Displayed on items that have been voided.

X	Stop Payment
⊙	Exception
✓	Reconciled(Paid)
⊗	Reversal
⊖	Void

Client ID: The client ID (assigned by the bank) is associated with the account.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Transaction Processing – Review Checks (cont'd)

Display Details

When the *Display* link is clicked, detailed transaction information is displayed. The fields displayed will vary depending on the privileges assigned to the user.

Transaction Detail Information			
Client ID: ACE Oppor	Check #: 518994	Amount: 2286	
	Issued Date: 10/27/2006	Decision: Not Selected	
	Paid Date:	Reason: Not Selected	
Request Stop Payment:	Date Stop Req.:	Void Item: <input type="checkbox"/>	
		Notes:	
Submission Type: E-file	Stop Pay Status: None	Reversal: NO	
Delete		Update	

Client ID: The client ID (assigned by the bank) associated with the account for this transaction.

Check #: The check number of this item.

Amount: The amount of the check that has been presented for payment.

Issued Date: The date this item was issued. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Paid Date: The date the item was posted/paid.

Decision: The decision that has been applied to this exception. If no decision has been applied, the field is displayed as <Not Selected>.

Reason: The reason for the pay/return decision. If no reason has been applied, the field is displayed as <Not Selected>.

Date Stop Request: If the client requested a stop payment on the item, the date that the stop was requested is displayed.

Void: If the item has been voided, the void checkbox is checked; otherwise, the checkbox is blank.

Notes: Freeform text field that allows the client to add notes to this item.

Submission Type: Indicates how the item was originally loaded into the system. The following values may be displayed:

E-file: Indicates that the item was electronically loaded from an issued file.

Manual: Indicates that the item was not electronically loaded from an issued file. The item was either manually input through the Add New Issued Check screen or the item was added by the system during batch processing.

Stop Pay Status: Indicates whether a stop payment has been placed on the item. The following values may be displayed:

None: Indicates the client has not requested that the item be stopped.

Requested: Indicates the client has requested that the item be stopped, but the bank has not applied the stop payment to the system.

Applied: Indicate the client has requested that the item be stopped and the bank has applied the stop payment request to the system.

Item Stopped: Indicates the client has requested that the item be stopped and the item was already presented for payment and stopped by the bank.

Transaction Processing – Submit Issued Check File

The Submit Issued Check File screen is used to upload issued check files to the bank.

From the Transaction Processing menu, select "Submit Issued Check File."

The screenshot shows the 'Submit Issued Check File' interface. On the left is a navigation menu with options: Transaction Processing, Review Checks, Submit Issued Check File (highlighted), Add New Issued Check, Void a Check, Check Search, Reverse Positive Pay / Transaction Extract, and Paid Check Search. The main area is titled 'Submit Issued Check File' and contains three steps:

- Step 1. Select a file to process.** This step includes a text input field and a 'Browse' button. A callout bubble points to the 'Browse' button, stating: "Select a file to process: Enter the file path and name. Or, browse to the location of the issued check file."
- Step 2. Input details about the file.** This step includes several fields:
 - Client ID:** A dropdown menu with 'Assigned by bank' selected.
 - File processing type:** A dropdown menu with 'Standard FFIN Format' selected. A callout bubble points to this dropdown, stating: "The File Processing Type is the file translation table assigned by the bank."
 - Items in file:** A text input field.
 - Dollar amount in file:** A text input field.
- Step 3. Click the "Process File" button.** This step points to a 'Process File' button at the bottom of the form. A callout bubble points to this button, stating: "Click Process File to upload the file to the bank."

Client ID: Treasury Management Services will assign a Client ID.

NOTE: If an Issued Check file contains items for multiple accounts, select any one of the Accounts represented within the file.

File Processing Type: Select the file processing template assigned to you by the bank.

Items in File: Enter the number of checks in the file. The bank will validate the total during file processing. The file will reject, if the number entered does not match the actual number of items in the file.

Dollar Amount in File: Enter the total dollar amount of Issued Checks in the file. The bank will valid the dollar total during file processing. The file will reject if the number entered does not match the actual amount of items in the file.

After the file is successfully uploaded and processed, an email is automatically delivered to you confirming the file status. The file processing status can be checked online using the Issued Check File Processing Log screen. The following is a list of the possible processing statuses:

Unprocessed: The file has been uploaded, but has not yet been processed.

Processed: The file was processed successfully.

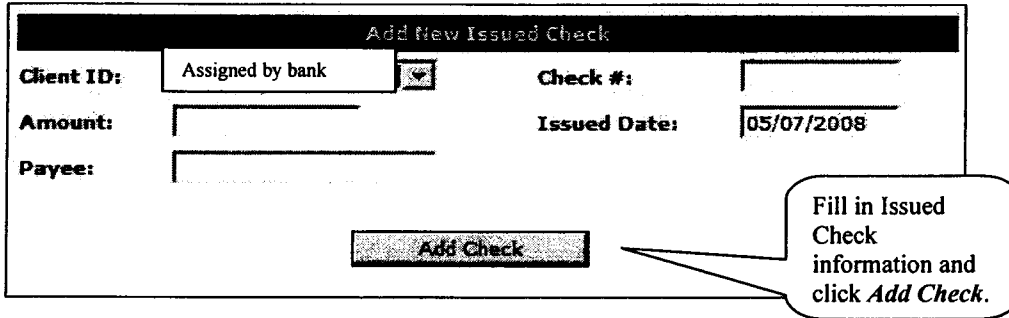
Processed with Exceptions: The file was processed successfully, but duplicate checks were not loaded.

Rejected: The file was rejected due to one of the following reasons:

- A mismatch between the number of items/amount entered on the screen and the number of items/amount contained in the file
- The file format did not match the format selected

Transaction Processing – Add New Issued Check

Use the Add New Issued Check option to Issued Checks one at a time. No need to take extra steps to download an electronic file from your accounting system. Simply provide the information on the Add New Issued Check screen to record the item in the Positive Pay system.



The screenshot shows a web form titled "Add New Issued Check". It contains the following fields and controls:

- Client ID:** A dropdown menu with "Assigned by bank" selected.
- Check #:** An empty text input field.
- Amount:** An empty text input field.
- Issued Date:** A text input field containing "05/07/2008".
- Payee:** An empty text input field.
- Add Check:** A button at the bottom center of the form.

A callout bubble points to the "Add Check" button with the text: "Fill in Issued Check information and click *Add Check*."

Client ID: Enter the Client ID assigned to you by the bank.

Check #: Enter the check number of the item.

Amount: Enter the amount of the check.


Issued Date: Enter the issued date for this check in MM/DD/YYYY format.

Payee: Enter the payee name for this check.

Issued Check Management – Void a Check

Use the Void a Check option to mark a check void if the check was included or added as an Issued Check. Follow the steps to find the check, verify the check, then click the Void Check button.


Void Check


 **Step 1. Enter check information.**


Client ID:


Check Number:

Check Amount:

Issued Date: 

 **Step 2. Click the "Find Matching Check" button to find the check.**

 **Step 3. Verify the check that will be voided.**

 **Step 4. Click the "Void Check" button to complete the void process.**

Select the Client ID associated with the account. Enter the Check Number, Check Amount, and the Issued Date.

Transaction Processing – Check Search

The Check Search screen is used to search for specific transactions using dynamic selection criteria:

The screenshot shows the 'Check Search' interface for 'Big City Electric'. It includes fields for Client ID (All/Selected), Issued Date, Paid Date, Check #, and Check Amount, each with Start and End date fields. It also has dropdown menus for Transaction Status, Stop Pay Status, Decision, and Reason, and a 'Print Results' button. Two callouts are present: one pointing to the Client ID selection options and another pointing to the date range fields.

Issued Date: The Issued Date checkbox is used to search for transactions based upon the issued date of checks. A date range may be entered using the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

Paid Date: The Paid Date checkbox is used to search for transactions based upon the date the item was posted. A date range may be entered in the Start and End date fields. If searching for a specific date, enter the date in both the start and end date fields.

Check #: The Check # checkbox is used to search for transactions based upon check numbers. A range of check numbers may be selected by entering both a Start and End check number. When searching for a single check, enter the check number in the start field.

Check Amount: The Check Amount checkbox is used to search for transactions based upon a specific dollar amount or dollar range. If searching for an exact amount, enter the amount in the start field.

Transaction Status: To search for checks based upon the status of the check, select a status from the list. The following statuses are available:

Issued and Not Paid: Lists outstanding issued checks.

Issued and Paid: Lists paid checks.

Current Exceptions: Lists today's exceptions.

All Exceptions: Lists exceptions from today and from previous days.

Void: Lists voided checks.

Stop Pay Status: To search for checks in which a stop pay request has been issued, select a stop pay status from the list. The following stop pay statuses are available:

Requested Stop Pay: The stop payment request has been requested but has not been applied by the bank.

Requested and Placed: The bank has applied the stop payment.

Item Stopped and Returned: The item was presented for payment and stopped by the bank.

Decision: To search for exceptions based upon the pay/return decision, select a decision from the list.

Reason: To search for exceptions based upon the reason that was selected, select a reason from the list.

Issued Check Management – Check Search (Cont'd)

Transaction Search Results

Click *Display* to view detailed information about a check,

Transaction Search (COUNT: 100) (AMOUNT: \$692,094.86)							Show Key
Status	Client ID	Issued Date	Check #	Amount	Details		
1	BCE-Payroll	10/04/2006	27322	10,000.00	Display		
2	BCE-Payroll	10/04/2006	27313	8,759.82	Display		
3	BCE Op Acct	10/26/2006	518797	8,400.00	Display		
4	BCE Op Acct	10/26/2006	518554	5,837.50	Display		
5	BCE Op Acct	10/26/2006	518552	7,772.78	Display		
6	BCE Op Acct	10/26/2006	518537	8,500.00	Display		
7	BCE Op Acct	10/26/2006	518675	6,883.84	Display		
8	BCE Op Acct	10/26/2006	518665	6,939.58	Display		
9	BCE Op Acct	10/26/2006	518634	5,269.81	Display		
10	BCE Op Acct	10/26/2006	518579	5,526.90	Display		
11	BCE Op Acct	10/26/2006	518713	8,341.09	Display		
12	BCE Op Acct	10/26/2006	518693	7,762.00	Display		
13	BCE Op Acct						
14	BCE Op Acct						
15	BCE Op Acct						
16	BCE Op Acct						

- Transactions match the search criteria will be displayed.
- Multiple pages numbers will appear if the number of items fills more than a page. Click on the page number at the bottom of the list to view the items.

The following columns appear on the Transaction Search screen:

Status: Icons representing the status of the transaction. By clicking on the *Show Key* link in the top-right portion of the screen, a legend displaying the description of each status icon is displayed. The possible statuses represented by an icon are as follows:

- Stop Payment: Displayed for checks that have been stopped with a stop payment.
- Exception: Displayed on items that are flagged as exceptions by the system.
- Paid: Displayed on items that have been previously paid.
- Reversal: Displayed on items that have been paid and reversed.
- Void: Displayed on items that have been voided.

X	Stop Payment
●	Exception
✓	Reconciled (Paid)
#	Reversal
⊖	Void

Client ID: The client ID (assigned by the bank) associated with the account for this transaction.

Issued Date: The issued date for this check. On *Paid Not Issued* exceptions, the paid date is defaulted into the issued date field.

Check #: The check number this item.

Amount: The amount of the check.

Transaction Processing - Reverse Positive Pay Transaction Extract

The Reverse Positive Pay screen provides steps to create an electronic file of paid checks. The file may be used to another system. The format of the file is defined at the client level.

Reverse Positive Pay Transaction Extract

Step 1. Select a "Client ID" and "Extract through".

Client ID:

Extract from date: (optional)

Extract through date:

Step 2. Press the "Create File and Report" button.

Step 3. View Report or File By Clicking on Links in Grid Below

Client ID	File	Report	Date Created
BCE Op Acct	View File	View Report	09/13/06 11:02 AM

Callout 1: Select the Client ID and define the Extract From and Through Dates, then click the Create File and Report button to perform the extract. Once complete, the file and report are automatically displayed at the bottom of the screen.

Callout 2: To save an extract file to a local workstation or network drive, click on the File / Save menu option while viewing the file, or, right click on the View File link and select Save Target As.

Extract Thru Date: The date through which posted items are included in the extract file.

INST : 000	CENTRIX BANK	RUN DATE: 09/13/06
SYSTEM: 12/15/06 4:39 PM	TRANSACTION EXTRACT REPORT	PROCESSED THRU: 09/13/06
CLIENT: Big City Electric	CLIENT ID: BCE Op Acct	FILE NAME: p4alodyf8nwotum11000_06-12-2004_11-02-05.txt

	CHECK #	PAID DATE	AMOUNT	REFERENCE
1	0	08/14/2006	1,353.78	43001050
2		09/07/2006	35.00	2016607
3		09/07/2006	686.00	2016606
4	2389	08/17/2006	16.65	41005949
5	2921	08/30/2006	189.88	41000163
6	2927	08/15/2006	1,938.35	3000802
7	3092	08/28/2006	296.12	41000414
8	3117	08/15/2006	1,880.59	3000801
9	3251	08/14/2006	345.39	41015330
10	3253	08/22/2006	119.50	41002533
11	3280	08/25/2006	309.47	42004524
12	3292	08/17/2006	225.11	41013836

Transaction Report – Check Reconciliation Summary

The Check Reconciliation Summary report is used to assist in balancing online account balances with a customer statement. The report displays an activity summary of newly issued checks, paid checks, and stopped/voided checks. The report also provides a total of outstanding checks as of the reconciliation date.

Client ID:	<input type="text" value="BCE Op Acct"/>
Reconcile Through Date:	<input type="text"/> (Last Reconcile Through Date: 09/30/2006)
<input type="button" value="Submit"/>	

Client ID: The client ID associated with the account to be reconciled.

Reconcile Through Date: The ending date of the reconciliation period. The beginning date of the reconciliation period is based upon the last reconciliation performed on the account. The first time an account is reconciled, all activity in the system up through the Reconcile Through Date is included.

Last Reconcile Through Date: 04/27/2008		Clear Last Reconciliation	
This Reconcile Through Date: 05/06/2008			
<input type="button" value="Finish Reconciliation"/>			
Check Reconciliation Summary for BCE Ops			
ETMS 000	Print	Reconcile History	
Outstanding checks as of 04/27/2008:	Show (2700)	\$6,315,579.77	04/27/2008
Issued Checks:	Show (0)	(+) \$0.00	
Paid Checks:	Show (0)	(-) \$0.00	
Stop Payments:	Show (0)	(-) \$0.00	
Voids:	Show (0)	(-) \$0.00	
Outstanding checks as of 05/06/2008:	Show (2700)	\$6,315,579.77	
Today's Balance Summary			
Current Balances:		\$6,125,458.75	
Outstanding Check Amount:		\$6,315,579.77	
Check Register Balance:		-\$190,121.02	

To display a detailed list of the items for any of the totals listed on the report, click on the *Show* link.

The Reconcile History on the right side of the screen provides links to previous reconciliation reports that have been performed on this account.

System Report – Issued Check File Processing Log

The Issued Check File Processing Log displays a list of all issued check files that have been electronically submitted through the Positive Pay system. If a submitted file had errors, you can drill down to view the errors by clicking in the “Results” column.

The Client and Client ID portions of the screen are displayed only if the user is assigned to multiple clients or accounts.

Issued Check File Processing Log Report

Client

ABC Electric Big City Electric Big City Gas Company City of Lincoln County Sheriff	<input type="button" value="Add All"/> <input type="button" value="Remove All"/>
--	---

Client ID

All Selected

#1
 #2
 #3

Upload Date Start: End:
 Item Count Start: End:
 Dollar Amount Start: End:

Click *Selected* to define specific accounts to be included in the report. By default, all client accounts are included in the report.

On-line Report

Client	Client ID	File Type	Results	Items	Amount	Upload Date	Time	User	File Name
Big City Electric	153	Spedal Extract	Rejected	1,420	3,265,264.99	03/24/04	5:26	asnoronha	000000001_000000001_Client_153.txt
Big City Electric	153	Spedal Extract	Rejected	1,420	3,265,264.99	03/24/04	5:40	asnoronha	000000001_000000001_Client_153.txt
Big City Electric	153	Spedal Extract	Rejected	1,420	3,265,264.99	03/23/04	10:53	hepe	000000001_000000001_Client_153.txt
Big City Electric	153	Spedal Extract	Rejected	1,420	3,265,264.99	03/25/04	11:33	hepe	000000001_000000001_Client_153.txt
Big City Electric	153	Spedal Extract	Processed	1,420	3,265,264.99	03/25/04	11:39	hepe	000000001_000000001_Client_153.txt
Big City Electric	153	Standard Format	Processed	10	34,207.22	05/25/04	3:56	hepe	000000001_000000001_pps032604b.txt
Big City Electric	153	Standard Format	Processed	182	175,458.85	03/26/04	3:21	hepe	000000001_000000001_pps032604a.txt
Big City Electric	153	Standard Format	Processed	1	75.00	03/26/04	4:04	hepe	000000001_000000001_pps032604a.txt
Big City Electric	153	Standard Format	Processed	7	918.13	03/26/04	4:15	hepe	000000001_000000001_pps032604a.txt
Big City Electric	153	Standard Format	Processed	1,463	1,439,172.95	03/29/04	4:53	asnoronha	000000001_000000001_032904.txt
Big City Electric	153	Standard Format	Rejected	4,169	480,697.98	03/31/04	11:56	hepe	000000001_000000001_CLIENT72b.TXT
Big City Electric	153	Standard Format	Processed	69	825,602.97	04/02/04	3:19	RFigueroa	000000001_000000001_040204.txt
Big City Electric	153	Standard Format	Processed	184	170,908.89	04/13/04	8:15	RFigueroa	000000001_000000001_041204.txt
Big City Electric	153	Standard Format	Processed	1	450.00	04/13/04	8:20	RFigueroa	000000001_000000001_041204a.txt
Big City Electric	153	Standard Format	Processed	366	1,950,410.79	04/13/04	8:20	RFigueroa	000000001_000000001_041204b.txt
Big City Electric	153	Standard Format	Processed with Exceptions	13	21,484.06	04/13/04	8:40	RFigueroa	000000001_000000001_040804.txt
Big City Electric	153	Standard Format	Processed with Exceptions	380	1,083,977.97	04/13/04	8:40	RFigueroa	000000001_000000001_040604.txt
				13,947	22,300,153.70				

Processing Output Total

Items	13,947	22,300,153.70
Processed	753	320,351.51
Rejected	2,849	13,941,727.84

System Report – Issued Check File Processing Log (Continued)

Client: The client's name.

Client ID: The client ID associated with the account.

File Type: The format of the issued check file.

Results: the results column from the Issued Check File Processing Log will display one of the following processing statuses:

Unprocessed – the file has not yet been processed by the system

Processed – the file has been processed with no exceptions.

Processed with Exceptions – the file has been processed and exceptions have been created. An exception is created when an item in the issued file is already present in the system. The duplicate item is not loaded, but all other items are loaded.

Rejected – no items from the issued file have been loaded into the system.

To view additional details regarding the file, click on the results column. For example, to view the exceptions on a file that has a result of Processed with Exceptions, click on the 'Processed with Exceptions' link.

Items: The number of items in the file.

Amount: The total amount in the file.

Upload Date: The date the file was uploaded.

User: The user that uploaded the issued check file.

File Name: The name of the issued check file uploaded into the system.

How to Handle Exceptions due to Encoding Errors

From time to time, the bank of first deposit will misread the check number or the amount of a check you issued and their customer deposited. The encoding error causes the check to present to your account for payment with the incorrect amount or check number.

Here's an example of a check with an encoding error in the amount:

Check Number 35681 was issued for \$32.34. When the bank of first deposit processed the check, the amount was encoded in error for \$32.24.

For Positive Pay customers, this results in an Exception when the item is presented for payment. The reason for the Exception may be: Amount Mismatch or Paid not Issued.

Please follow these steps to clear the exception:

- 1) View the item carefully to determine the exact reason for the Exception.
- 2) To resolve the encoding error, please mark the item to Return and select Incorrect Check Amount or Incorrect Check Number, whichever is appropriate, as the Reason Code.

Marking the item for Return for these reasons will *not* cause the item to be rejected and sent back to the bank of first deposit. This action alerts our Treasury Management operations team to review the item closely and make the necessary adjustment for the item to post to your account properly.



FIRST FINANCIAL BANK, N.A.

Positive Pay Services Agreement

CIF _____

This Agreement is made this _____ day of _____, _____, by and between **FIRST FINANCIAL BANK, N.A.** Cleburne (the "Bank"), and _____ (the "Customer").

Whereas, the Customer has requested that the Bank provide positive pay services and the Bank has agreed to provide such positive pay services in accordance with the terms and conditions set forth in this Agreement;

Now, therefore, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Customer agree as follows:

1. DEFINITIONS

1.1 *Statutory Definitions.* Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in U.C.C. Article 3 — "Negotiable Instruments" and U.C.C. Article 4 — "Bank Deposits and Collections."

1.2 *Definitions.* In the Agreement:

1.2.1 "Agreement" means this Positive Pay Services Agreement as it may be amended from time to time, including the attachments to this Agreement, which are incorporated herein by reference.

1.2.2 "Authorized Account" means the account(s) of the Customer, maintained at the Bank, to which the Positive Pay Services rendered by the Bank will apply, and which at the time of presentment contains available funds sufficient to pay all presented checks. A list of the Authorized Account(s) is included on ATTACHMENT A, attached hereto and incorporated herein as if fully set forth.

- 1.2.3 "Available Funds" means funds actually collected by the bank and on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC (12 CFR part 229) and the Bank's applicable funds availability schedule and policies.
- 1.2.4 "Check Issued File" means record describing checks drawn by the Customer on an Authorized Account, provided by the Customer to the Bank under Section 2.1.
- 1.2.5 "Exception Check" means a Presented Check that does not match a check included in a Check Issued File.
- 1.2.6 "Exception Check Report" means a record describing Exception Checks, which is provided by the Bank to the Customer under Section 2.2.
- 1.2.7 "Presented Check" means a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.
- 1.2.8 "Return Request" means the instructions of the Customer to the Bank ordering the Bank not to pay an Exception Check.
- 1.2.9 "Service" means the positive pay services provided to the Customer by the Bank pursuant to this Agreement.
- 1.2.10 "Authorized User(s)" means the individual(s) listed on ATTACHMENT B attached hereto that have been granted the authority by the Customer to submit Check Issue Files and Return Requests to the Bank on behalf of the Customer.
- 1.2.11 "Super User(s)" means an individual(s) authorized to use the capabilities described in paragraph 1.2.10 as well as the authority to add additional new users, reset user passwords, and define user privileges.
- 1.2.12 "U.C.C." means the Uniform Commercial Code as in effect and amended from time to time in the State of Texas.

2. POSITIVE PAY SERVICES

2.1 *Check Issue File.* The Customer shall timely submit a Check Issued File to the Bank as provided in this Agreement.

- 2.1.1 The Check Issued File shall accurately state the serial number, date issued and the exact amount of each check drawn on each Authorized Account since the last Check Issued File was submitted.

2.1.2 The Customer shall send the Check Issued File to the Bank by the deadline(s), at the place(s), and in the medium set forth on ATTACHMENT C attached hereto and incorporated herein as if fully set forth. Such Check Issued Files shall be in the format as set forth on ATTACHMENT D attached hereto and incorporated herein as if fully set forth.

2.1.3 It is the responsibility of the Customer to routinely and regularly update the Check Issued File. The Bank is not liable to the Customer or any third party for the payment or rejection of items pursuant to the terms of this Agreement, or for the erroneous payment or rejection of an item due to encoding error or posting error. Should the Customer fail to routinely update the Check Issued File, the Bank may terminate this Agreement immediately upon written notice to the Customer.

2.2 *Payment of Presented Checks and Reporting of Exception Checks.* The Bank shall compare each Presented Check by serial number and amount against each Check Issued File received by the Bank. On each Business Day, as that term is defined on ATTACHMENT C, the Bank:

- (a) may pay and charge to the Authorized Account each Presented Check that matches by serial number and amount a check shown in any Check Issued File;
- (b) shall provide to the Customer an Exception Check Report that indicates whether the Bank has received any Exception Checks and, if so, specifies the complete serial number, date issued and amount of any such Exception Check; and
- (c) shall send the Exception Check Report to the Customer by the deadline(s), to the place(s), and in the medium set forth on ATTACHMENT E attached hereto and incorporated herein as if fully set forth.

2.3 *Payment of Exception Checks.* The Customer agrees to promptly review and verify the Exception Check Report and submit a timely Return Request to the Bank, as provided in this Agreement for any Exception Check the Customer objects to payment.

2.3.1 A Return Request shall identify each Exception Check that the Customer desires not to pay by the complete serial number, date issued and amount specified in the

Exception Check Report and shall instruct the Bank to return the Exception Check.

- 2.3.2 The Return Request shall be considered timely only if sent to the Bank by the deadline(s), to the place(s), and in the medium set forth on ATTACHMENT F, attached hereto and incorporated herein as if fully set forth.
- 2.3.3 The Bank shall not be obligated to comply with any Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Return Request as though it had not been received. Customer agrees that the Bank **WILL PAY/ RETURN ALL EXCEPTION ITEMS** (please select one) if not notified by the Customer in a proper Return Request by the assigned deadline as provided in this Agreement. (Initial) _____.
- 2.3.4 The Bank shall return to the depository bank any Exception Check that the Customer instructs the Bank to return as provided above.

2.4 Customer and Bank Communications.

- 2.4.1 The Customer or the Bank, at its discretion, may each submit to the other party a revision of any communication provided for under Sections 2.1, 2.2 or 2.3 of this Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) set forth in Sections 2.1, 2.2 or 2.3 of this Agreement, as applicable. A properly submitted revised communication serves to revoke the original communication.
- 2.4.2 The Bank shall use only Check Issued Files that comply with Section 2.1 and have not been revoked in accordance with Section 2.4.1 in the preparation of Exception Check Reports under this Agreement.
- 2.4.3 The Customer shall use only Exception Check Reports that comply with Section 2.2 and have not been revoked in accordance with Section 2.4.1 in the preparation of Return Requests. The Bank shall not be obligated to comply with any Return Request received in a format or medium, after a deadline, or at a place not

permitted under this Agreement but may instead treat such a Return Request as though it had not been received.

2.4.4 The Bank is not responsible for detecting any Customer error contained in any Check Issued File or Return Request sent by the Customer to the Bank.

2.5 *Third-Party Service Provider.* The parties agree and understand that the Bank may use the services of the Treasury Management Department of First Financial Bank, N.A., ("FFB"), an affiliated bank, to process and assist the Bank in providing the Services pursuant to this Agreement. Notwithstanding the fact that the Bank has entered into a separate agreement with FFB, the Bank and Customer agree to jointly and severally indemnify and hold harmless FFB against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person relating to the provision of Services pursuant to this Agreement by FFB. In no event shall FFB be liable to the Bank and/or Customer for any consequential, special, punitive or indirect loss or damage which the Bank or Customer may incur or suffer in connection with the provision of Services pursuant to this Agreement.

3. TRANSACTIONAL USER AUTHORIZATION.

Authorized User Authorization. The Customer hereby authorizes the individual(s) named on ATTACHMENT B attached hereto and incorporated herein as if fully set forth to be Authorized User(s) for the Services provided pursuant to this Agreement. Specifically, the Customer authorizes each Authorized User to transmit Check Issued Files and Return Requests to the Bank.

4. REMEDIES

4.1 *U.C.C. Liability.* To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Agreement, except as modified below.

4.2 *Wrongful Honor.* It shall constitute wrongful honor by the Bank if the Bank pays an Exception Check listed in an Exception Check Report if the Customer issued a timely Return Request identifying said Exception Check. In the event that there is wrongful honor:

- (a) the Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Check or the Customer's actual damages resulting from the Bank's payment of the Exception Check.
- (b) the Bank retains the right to assert the Customer's failure to exercise reasonable care under U.C.C. Sections 3-406(a) and 4-406(c), as amended.
- (c) the Bank retains the right to assert the defense that the Customer has sustained no actual damages because the Bank's honor of the Exception Check discharged for value an indebtedness of the Customer.

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

4.3.1 The Bank's liability for wrongful dishonor of an Exception Check shall be limited to the actual damages proximately caused by the wrongful dishonor.

4.3.2 Notwithstanding Section 4.3.1, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an Exception Check:

- (a) that it reasonably believed was not properly payable; or
- (b) if there are insufficient Available Funds on deposit in the Authorized Account;
or
- (c) if required to do so by the service of legal process on the Bank or the instructions of regulatory or government authorities or courts.

4.4 *Rightful Payment and Dishonor.*

- (a) If the Customer does not issue a Return Request to the Bank for an Exception Check in accordance with Section 2.3 of this Agreement, and the Bank honors such Exception Check, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. Section 4-401.
- (b) If the Bank dishonors an Exception Check in accordance with a Return Request issued by the Customer, the dishonor shall be rightful, and the Customer waives

any right it may have to assert that the dishonor was wrongful under U.C.C. Section 4-402.

- (c) The Customer agrees that the Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

5. GOVERNING LAW

Governing Law. This Agreement shall be governed by the laws (excluding the law of conflicts) of the State of Texas and applicable federal law.

6. LIABILITY AND INDEMNITY

- 6.1 The Bank shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its gross negligence in performing those Services. The Bank shall not be responsible for the Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of delivery or Customer authorization of any item or instruction received from the Customer) or those of any other person, including without limitation any transmission or communications facility, and data processor of Customer, and no such person shall be deemed the Bank's agent.
- 6.2 In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which the Customer may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.
- 6.3 The Customer shall defend, indemnify, and hold harmless the Bank, and its officers, directors, agents, affiliates, and employees from and against any and all actions, costs, claims, losses, damages and expenses, including attorney's fees and expenses, resulting from or arising out of any breach of the agreements, representations, or warranties of the Customer contained in this Agreement or any act or omission of the Customer or any other party acting on the Customer's behalf.

7. GENERAL PROVISIONS

- 7.1 *Fees.* In addition to any other payments provided for in this Agreement, Customer shall pay Bank for the Services in accordance with the Bank's fee schedule as set forth on

ATTACHMENT G attached hereto and incorporated herein as if fully set forth. The fee schedule on ATTACHMENT G may be amended by the Bank from time to time without prior notice to the Customer.

- 7.2 *Payment for Services.* The Bank may, on a monthly basis, debit any of the Authorized Accounts for payment of any charges due under this Agreement.
- 7.3 *Stop Payment.* This Service shall not be used as a substitute for the Bank's stop payment service. The Customer shall follow the Bank's standard stop payment procedures if it desires to return a matching check, or any other check that was validly issued.
- 7.4 *Severability.* If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 7.5 *Amendments.* The provisions of this Agreement may be amended only by agreement executed by both parties.
- 7.6 *Assignment.* Neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank or to the Customer, whether by merger, consolidation or otherwise.
- 7.7 *Termination.* Either party may terminate this Agreement by notice to the other sent at least 30 calendar days prior to the termination date specified in such notice. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all Presented Checks that have been presented to the Bank prior to the date of termination. Upon termination, if requested by the Customer, the Bank will provide the Customer (or its representative) with the current version of the Check Issued Files database.
- 7.8 *Waiver.* The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.
- 7.9 *Entire Agreement.* This Agreement is the entire agreement and understanding between the parties related to the subject matter of this Agreement as of the date hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

- 7.10 *Headings.* Headings to sections of this Agreement or to Attachments attached hereto are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.
- 7.11 *Beneficiaries.* This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.
- 7.12 *Force Majeure.* Notwithstanding any other provisions of this Agreement, the Bank shall not be responsible or liable for its failure, error or delay in performing under this Agreement if such failure, error or delay results from legal constraint, equipment or power failure, failure in a common communications carrier, transmission line or software, acts of God, emergency conditions, war, flood, labor difficulty, adverse weather conditions, or any other factors, conditions, mediums or causes beyond the Bank's control, including, without limitation, the acts or omissions of any other person or entity.

The parties hereto have entered into this Agreement as of the date first written above.

“Customer”

By: _____

Name: _____

Title: _____

“Bank”

By: _____

Name: _____

Title: _____

POSITIVE PAY SERVICES AGREEMENT

ATTACHMENTS

ATTACHMENT A	Authorized Accounts
ATTACHMENT B	Authorized Users
ATTACHMENT C	Transmission Instructions Holiday Schedule
ATTACHMENT D	Check Issued File Format
ATTACHMENT E	Processing and Exception Check Report Guidelines
ATTACHMENT F	Return Request Guidelines
ATTACHMENT G	Fee Schedule

ATTACHMENT A
Authorized Accounts

<u>Account Number</u>	<u>Account Title</u>

***Additional Accounts can be added if needed**

ATTACHMENT B
Authorized Users

The following personnel are authorized to use the Positive Pay system to transmit Check Issued Files to the Bank, add issued items individually, review outstanding items and reports as well as work exception items pursuant to this Agreement:

Name: _____
E-mail Address: _____
Phone #: _____ Fax #: _____
Accounts this User has authority for: _____

Name: _____
E-mail Address: _____
Phone #: _____ Fax #: _____
Accounts this User has authority for: _____

Name: _____
E-mail Address: _____
Phone #: _____ Fax #: _____
Accounts this User has authority for: _____

Super Users (When Available)

The following personnel are authorized to use the Positive Pay system with the privileges described above, as well as to add additional users, reset user passwords, and define user privileges:

Name: _____
E-mail Address: _____
Phone #: _____ Fax #: _____

Name: _____
E-mail Address: _____
Phone #: _____ Fax #: _____

ATTACHMENT C

Transmission Instructions

All Check Issued Files will be formatted as outlined in Attachment D.

The customer shall submit a Check Issued File to the Bank no later than 7:00 p.m. on normal Business Days.

Each Check Issued File shall be submitted electronically using the Positive Pay system.

"Business Day" is a day the Bank is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays).

Holiday Schedule

New Year's Day
Martin Luther King, Jr., Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

ATTACHMENT D

Check Issued File Format

The following information details the available Check Issued File format options. The Bank's Positive Pay system is extremely flexible and capable of accepting files in various formats.

Required Fields

The following fields will be matched against items presented for payment and must be supplied for each issued check:

1. **Issued Date** – the date the check was issued (recommended format mm/dd/yyyy)
2. **Check Number** – the check serial number (recommended format is to have no leading zeros)
3. **Check Amount** – the amount of the check (recommended format 999999.99 with no leading zeros)

Optional Fields

Including the following fields for each issued check is optional:

1. **Record Type** – “I” for issued check, “V” for voided check
2. **Client ID** – a bank-assigned value that represents the checking account
3. **Payee Name**
4. **Payee Address**

Other Fields

Although other fields may be included in a Check Issued File, the Bank's Positive Pay system will match on the Required Fields listed above.

Record Layout

Once the record layout has been established, the field positions must remain constant. The supported file types are listed below; however, contact Treasury Management Services to discuss other file types.

ATTACHMENT D (Cont'd)

Issued File - Supported File Types

The Bank's Positive Pay system supports the following three types of Check Issued Files:

1. Delimited text files
2. Microsoft Excel files
3. Fixed-width text files

Delimited Text Files

Records in delimited text file contain fields separated by predefined delimiter. The most common delimited file type is a comma-separated value (csv) file. Other commonly used separator characters are the semi-colon ";" and the pipe "|" character. Double quote characters may be used to surround the actual values between delimiters, but they are not required unless the field value contains a delimiter. For example, if the field value is "Lincoln, NE" is contained within a comma delimited file, then the field value must have double quotes around the value since the value contains a comma between "Lincoln" and "NE". An example of records from a comma-delimited file may look like this:

```
I,123,100,12/31/2006,123.66  
I,123,101,12/31/2006,1500.00  
I,123,102,12/31/2006,40000.00
```

Microsoft Excel Files

For Microsoft Excel files (xls), each field should be listed in a separate column.

Fixed-width Text Files

Fixed-width text files contain records with fields located in a specific location. Fixed-width files are commonly generated by accounting systems. A fixed-width file may appear in print or on-screen like this:

```
I1230001001231200600000123.66  
I1230001011231200600001500.00  
I1230001021231200600040000.00
```

Header and Trailer Records

Please do not include header and trailer records regardless of the file type.

ATTACHMENT E

Processing and Exception Check Report Guidelines

The Positive Pay User Guide provides instructions to upload a Check Issued File, add individual issued checks and use other features. Once a Positive Pay file is uploaded, the Bank sends an email to the email address(es) provided with the file status. The status may be: Unprocessed, Processed, Processed with Exceptions, or Rejected. For a complete explanation, please refer to the Positive Pay User Guide.

When Exceptions exist, an email notification to review Positive Pay exceptions is sent by 8 AM. An example of the email content is found below:

The following information has been sent to you as notification from the positive pay system.

----- MESSAGE 1 -----

Date: 01/13/2009 04:46 AM
Subject: FFB Please process your exceptions (BANK EXCEPTION)
Institution: First Financial Bank (001)
Client: ABC Company ()
Client ID: ABC Company Payroll
Exception Count: 1

The system has created exceptions that need to be processed. Login to the system to process your exceptions.

Legal Disclaimer: The information transmitted may contain confidential material and is intended only for the person or entity to which it is addressed.

An authorized user must login to the Positive Pay system to work exceptions by the 12:00PM deadline as instructed by the Bank and stated in Attachment F.

ATTACHMENT F
Return Request Guidelines

The Customer must decision the items using the Positive Pay system no later than 12:00 P.M. on normal Business Days, as defined on ATTACHMENT C. If the Customer is unable to respond by the 12:00 P.M. deadline, the Bank **WILL PAY/ RETURN ALL EXCEPTION ITEMS** (please select one). (Initial) _____.

The Customer will communicate to the Bank when duplicate checks or encoding errors occur enabling the Bank to correct errors and post them to the account properly. The 12:00 P.M. deadline applies.



Company Information

Company Name:					
Address Line 1:					
Address Line 2:					
City:		State:		Zip:	
Tax ID:		CIF #:		Goldleaf Client #:	

Hereafter referred to as "Company"

Financial Institution:	First Financial Bank, N.A.		Cleburne		
Address:	P.O. Box 701				
City:	Abilene	State:	Texas	Zip:	79601

Hereafter referred to as "Financial Institution"

This agreement is made on this day of , , by and between "Company" and "Financial Institution".

Recitals

- A. The Company has requested that the Financial Institution permit it to initiate electronic credit and debit entries through the Financial Institution to accounts maintained at the Financial Institution and at other financial institutions by means of the Automated Clearing House (the "ACH") pursuant to the terms of this Agreement and the rules (the "Rules") of the National Automated Clearing House ("NACHA"). The term "Rules" as used herein shall include amendments thereto from time to time made by NACHA. The Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

Now, therefore, the Company and the Financial Institution agree as follows:

Agreement

- 1. **Rules.** The Company by execution of this Agreement agrees to comply with and be bound by the Rules. The Company represents and warrants that it will not transmit to Financial Institution any Entries that violate the laws of



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the United States and any other applicable rules or regulations including but not limited to the Electronic Funds Transfer Act, Federal Reserve Board Regulation E and Article 4A of the Texas Uniform Commercial Code, as same may be amended from time to time. For a brief explanation of Reg E, see the section on Reg E on page OG10 of the enclosed Rules or follow the link on page OG11 (<http://www.federalreserve.gov/bankinfo/reg/regecg.htm>). For detailed information on UCC4A, please follow the link on page OR133 of the enclosed Rules (<http://www.law.cornell.edu/ucc/4/>). Financial Institution agrees to inform the Company of revisions to the rules of which the Financial Institution has knowledge. Financial Institution has provided the current year edition of the Rules. (Initial) _____. Subsequent year copies of the rules may be purchased from the Financial Institution upon request.

2. **Transmittal of Entries.** Company shall transmit all debit and credit Entries to Financial Institution to the location on or before the deadlines and in compliance with the formatting, content and other requirements set forth in Schedule A hereto. Company agrees that its ability to originate Entries under this Agreement is subject to exposure limits specified in Schedule D hereto and credit or debit Entry restrictions and Standard Entry Class restrictions in accordance with the Rules and as set forth in Schedule A attached hereto.
3. **Security Procedures.**
 - a. Company and Financial Institution shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.
 - b. Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures described in Schedule B for the access rights granted under Schedule E. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.
4. **Compliance with Security Procedure.**
 - a. If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the entry in good faith and acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature

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- accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") set forth in Schedule E and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.
- b. If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.
5. **Recording and Use of Communications.** Company and Financial Institution agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.
6. **Processing, Transmittal and Settlement by Financial Institution.**
- a. Except as provided in Section 7, **On-Us Entries** and Section 8, **Rejection of Entries**, Financial Institution shall (i) process Entries received from Company to conform with all the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to ACH Operator, and (iii) settle for such Entries as provided in the Rules.
- b. Financial Institution shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH set forth in Schedule A attached hereto prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Financial Institution's related cut-off time set forth on Schedule A on a business day, (II) the Effective Entry Date is at least one day after such business day, and (III) the ACH is open for business on such business day. For purposes of this Agreement (x) a "business day" is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than a Saturday or Sunday], and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule A, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule B.
- c. If any of the requirements of clause (i), (ii), or (iii) of Section 6(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Schedule A which is a business day and a day on which the ACH Operator is open for business.
7. **On-Us Entries.** Except as provided in Section 8, **Rejection of Entries**, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 6b are met. If either of those requirements are not met, Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

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8. **Rejection of Entries.** Financial Institution may reject any Entry which does not comply with the requirements of Section 2, *Transmittal of Entries*, or Section 3, *Security Procedures*, which contains an Effective Entry Date more than 180 days after the business day such Entry is received by Financial Institution. Financial Institution may reject any On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 15, *The Account*. Financial Institution may reject any entry if Company does not adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by phone or electronic transmission including e-mail of such rejection no later than one business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
9. **Cancellation or Amendment by Company.** Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an entry.
10. **Notice of Returned Entries.** Financial Institution shall notify Company of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. If Company uses Financial Institution's Online Banking, Financial Institution will send a notice of the returned entry to Company by the Secure Mailbox in Online Banking. Alternative notification vehicles, including email, are provided for Company's convenience only. Electronic returned notices may only be accessed through Financial Institution's Online Banking. Consequently, Company will need a computer with internet access and a secure web browser such as Microsoft Internet Explorer. If Company does not use Financial Institution's Online Banking, Financial Institution will notify Company of the initial return by fax or phone and enroll Company in Online Banking for future return notices. Company may request a paper copy of notices at any time during business hours by calling 877-627-7201. Except for an Entry retransmitted by Company in accordance with the requirements of Section 2, *Transmittal of Entries By Company*, and the Rules, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. If Receiver returns the Entry it is the Company's responsibility to collect any funds that are owed. Company authorizes Financial Institution to charge back returned entries to the Company's designated account as indicated in Schedule E. Company will promptly provide immediate available funds to indemnify Financial Institution if any debit entry is returned after the Financial Institution has permitted the Company to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by the Financial Institution.
11. **Notifications of Change.** Financial Institution shall provide Company all information, as required by the Rules, with respect to each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") Entry received by Financial Institution relating to Entries transmitted by Company within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. If Company uses Financial Institution's Online Banking, Financial Institution will



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send a notice of the NOC or Corrected NOC Entry to Company by the Secure Mailbox in Online Banking. Alternative notification vehicles, including email, are provided for Company's convenience only. Electronic notices of NOC or Corrected NOC Entry may only be accessed through Financial Institution's Online Banking. Consequently, Company will need a computer with internet access and a secure web browser such as Microsoft Internet Explorer. If Company does not use Financial Institution's Online Banking, Financial Institution will notify Company of the initial NOC or Corrected NOC by fax or phone and enroll Company in Online Banking for future NOC or Corrected NOC notices. Company may request a paper copy of notices at any time during business hours by calling 877-627-7201. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another entry to the Receiver's account, whichever is later. If the NOC is incorrect, Company will generate a Refused NOC and deliver it to the Financial Institution within 15 calendar days.

12. **Reversals.** Company may request a reversal by completing a Reversal Request Form. Company may initiate a reversing Entry for erroneous or duplicate transactions as permitted by the Rules. Company warrants that it has initiated the Entry within five (5) banking days of the original Entry and within 24 hours of discovery of the error. Company also warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. Company indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.
13. **Payment by Company for Entries.**
 - a. Company shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the settlement date of such credit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Ups Entry at such time on the Effective Entry Date of such Entry as Financial Institution, in its discretion, may determine.
 - b. Company shall promptly pay Financial Institution the amount of each debit Entry returned by a Receiving Depository Financial Institution (RDFI) was transmitted by Financial Institution pursuant to this Agreement.
 - c. Financial Institution shall pay Company the amount of each debit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date of such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Ups Entry at such time on the Effective Entry Date of such Entry as Financial Institution, in its discretion, may determine.
 - d. Financial Institution shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.
14. **Pre-Funding.** Financial Institution reserves the right to require Company to pre-fund an Account maintained at Financial Institution prior to the Settlement Date of the ACH File. Financial Institution shall determine whether pre-funding is required based on criteria established from time to time by Financial Institution. Financial Institution will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company shall provide immediate available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:00 a.m. local time three (3) banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

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15. **The Account.** Financial Institution may, without prior notice or demand, obtain payment of any account due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule E attached hereto (the "Account"), and shall credit or debit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Financial Institution. Company shall at all times maintain the Account with Financial Institution at all times during the term of this Agreement, which Account shall, at all times, remain in good standing. Company shall at all times maintain in the Account immediately available funds sufficient to cover all credit entries initiated by it. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon reasonable request of Financial Institution, Company shall furnish to the Financial Institution interim financial statements prepared in accordance with generally accepted accounting principles to include balance sheet, operating statement, and surplus reconciliation, together with an officer's certificate of compliance with this Agreement. In addition the Company shall provide Financial Institution with such additional information, reports or statements respecting the Company's business, operations and financial condition as Financial Institution may reasonably request. Company grants Financial Institution permission to obtain credit report at its discretion.
16. **Account Reconciliation.** Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. The Company agrees to notify Financial Institution promptly in writing of any discrepancy between Company's records and the information in the periodic statement. If Company fails to notify Financial Institution of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to the Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within thirty (30) days of receipt of such periodic statement, the Company shall be and is hereby deemed to be precluded from asserting such discrepancy and any and all claims against the Financial Institution, and does hereby waive such claims including claims for interest, costs, or attorney's fees. Furthermore, the Company shall be liable to the Financial Institution for all damages, expenses and losses incurred by the Financial Institution (including attorney's fees and costs) as a result of such failure.
17. **Company Representations and Agreements; Indemnity.** The Company represents and warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules, or applicable law or regulations, to make with respect to Entries originated by the Company. Without limiting the foregoing and without respect to each and



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every Entry initiated by the Company, the Company represents and warrants to Financial Institution and agrees that (a) each entry is accurate, is timely, and has been duly authorized by the party whose account will be credited or debited, and otherwise complies with the Rules or applicable law or regulation; (b) each debit entry is for a sum which, on the settlement date with respect to it, will be owing to the Company from the party whose account will be debited, is for a sum specified by such party to be paid to the Company, or is a correction of a previously transmitted erroneous credit entry; (c) the Company has complied with all prenotification requirements of the Rules; (d) Entries transmitted to Financial Institution by Company are limited to those types of entries set forth in Schedule A; (e) the Company has and will comply with the terms of the Electronic Funds Transfer Act, if applicable, Article 4A of the Texas Uniform Commercial Code, if applicable, as well as Federal Reserve Board Regulation J, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations including the sanctions laws administered by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-6322; and (f) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

18. **International ACH Transactions (IAT).** Company agrees that any IAT Entry initiated or transmitted by Company to Financial Institution that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Company's request, Financial Institution will assist Company with the form, format, and content of any such Entry prior to processing the Entry into the ACH network. Company agrees and acknowledges that any assistance by Financial Institution does not in any manner obligate Financial Institution for the accuracy or enforceability of the Entry in any country outside the United States. Company bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Financial Institution shall be permitted to rely upon any advice or instruction received by Financial Institution from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed. Company agrees and acknowledges that Financial Institution shall not be liable to Company for any loss or charge incurred by Company as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.
19. **Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.**
 - a. In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy and completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy,

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timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank, ACH Operator, Financial Institution or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify, defend and hold harmless Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Company or Financial Institution is responsible for; any act or omission of Company; or any other person described in this Section 19(a).

- b. Financial Institution shall be liable only for Company's actual damages incurred directly by Financial Institution's gross negligence or willful misconduct; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
 - c. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. government regulatory authority.
 - d. Subject to foregoing limitations, Financial Institution's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by Company for the affected ACH service, as performed by Financial Institution under this agreement for the preceding 30 calendar days.
20. **Third-Party Service Provider.** The parties agree and understand that Financial Institution may use the services of a third-party service provider (as defined in the Rules) to process and transmit Entries received from Company to the ACH Operator. Notwithstanding the fact that Financial Institution has entered into a separate agreement with such Third-Party Service Provider, Financial Institution and Company agree to jointly and severally indemnify and hold harmless such Third-Party Service Provider against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person relating to the processing of the Entry by such Third-Party Service Provider. In no event shall such Third-Party Service Provider be liable to Financial Institution and/or Company for any consequential, special, punitive or indirect loss or damage which Financial Institution or Company may incur or suffer in connection with the processing of Entry by such Third-Party Service Provider.
21. **Inconsistency of Name and Account Number.** Company acknowledges and agrees that, if any Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by



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ACH Origination Agreement

Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

22. **Payment for Services.** Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule C attached hereto. All fees and services are subject to change upon thirty (30) calendar days prior written notice from Financial Institution to Company. Continued use by the Company of ACH Origination pursuant to this Agreement after notice of a fee change by the Financial Institution shall be conclusive proof that the Company agrees to the new fee schedule, and shall be bound by same. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").
23. **Amendments.** From time to time, Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cutoff time, any business day, and any part of Schedules A thru E attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.
24. **Notices, Instruction, Etc.**
- a. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
 - b. Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule E attached hereto. In the event the Company designates a non-owner, non-employee agent as an Authorized Representative, such agent must agree to act on behalf of the Company in strict accordance with the terms of this Agreement prior to acting hereunder. In turn, Company's acceptance of this Agreement shall bind Company as responsible for the acts of its Authorized Representatives. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective on the first (1) business day following the day of Financial Institution's receipt thereof.
 - c. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Financial Institution, addressed to:

First Financial Bank
Attn: Treasury Management
400 Pine St.
Suite 410
Abilene, Texas 79601

and, if to Company, addressed to the Primary Contact indicated in Schedule E attached hereto, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

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ACH Origination Agreement

25. **Data Retention.** Company shall retain data on file adequate to permit making of Entries for five (5) days following the date of their transmittal by Financial Institution as provided herein, and shall provide such data to Financial Institution upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.
26. **Electronic Media and Records.** All electronic media (e.g. magnetic tapes, disk, CD-ROMs), Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.
27. **Evidence of Authorization.** Company shall obtain all consents and authorization required under the Rules and shall retain such consents and authorizations for two (2) years after they expire. A copy of authorization will be returned to the Receiver. (Example: Credit/Debit Authorization Form included in this agreement.)
28. **Audit.** Upon reasonable, written notice from Financial Institution to Company, Financial Institution shall have the right to audit Company for compliance with this Agreement and the Rules.
29. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company 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.
30. **Termination.** Company may terminate this Agreement at any time. Such termination shall be effective on the tenth business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Should Company breach the Rules, Financial Institution may immediately terminate this Agreement. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive the termination of this Agreement.
31. **Entire Agreement.** This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a



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ACH Origination Agreement

modification of this Agreement, the Rules, or the secure procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

- 32. **Non-Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder to any person without prior written consent.
- 33. **Waiver.** Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.
- 34. **Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.
- 35. **Headings.** Headings are used for reference purposes only and shall not be deemed part of this Agreement.
- 36. **Severability.** In the event that any provisions of this Agreement shall be determined invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 37. **Governing Law.** This Agreement shall be constructed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

By signing this agreement, I certify that I am an owner of the business or an authorized officer empowered to make financial decisions for the business.

Company

<hr/>	
Signature:	Signature:
<hr/>	
Name:	Name:
<hr/>	
Title:	Title:
Attachment C	
<hr/>	
Date:	Date:
<hr/>	

The undersigned non-owner, non-employee agent accepts appointment by Company as an Authorized Representative and does hereby agree to act on behalf of Company in strict accordance with the terms of this agreement for so long as such appointment shall continue.

Non-Owner, Non-Employee Agent

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – File Remittance and ACH Processing Deadlines

1. File Format. Entries must be formatted according to the Rules defined by the National Automated Clearing House Association (NACHA).

2. Standard Entry Class and Debit/Credit Restrictions. Only the following transactions are permitted:

Standard Entry Class	Credit	Debit
ARC (Accounts Receivable Entry)	N/A	<input type="checkbox"/>
BOC (Back Office Conversion Entry)	N/A	<input type="checkbox"/>
CCD (Corporate Credit or Debit Entry)	<input type="checkbox"/>	<input type="checkbox"/>
CTX (Corporate Trade Exchange)	<input type="checkbox"/>	<input type="checkbox"/>
POP (Point-of-Purchase Entry)	N/A	<input type="checkbox"/>
PPD (Prearranged Payment and Deposit Entry)	<input type="checkbox"/>	<input type="checkbox"/>
TEL (Telephone-Initiated Entry)	N/A	<input type="checkbox"/>
WEB (Internet-Initiated/Mobile Entry)	N/A	<input type="checkbox"/>

3. Transmission Method. Personal Computer File Transmission through Financial Institution’s designated secure file upload system or secure File Transfer Protocol (FTP) to Financial Institution Operation Center, 400 Pine St, Abilene Texas 79601.

4. ACH Processing Deadlines. File Transmission: until 3:00 p.m. Central one (1) business day prior to the effective date. Financial Institution strongly encourages Company to complete/authorize ACH PPD credit entries at least two (2) business days prior to the effective date of the transactions to guarantee funds availability for the Receiver. “Business Day” is a day Financial Institution is open to the public for conducting substantially all of its business (other than Saturday, Sunday, or Federal Reserve Bank holidays). “Effective Date” is the date specified by Company in which Company intends Entry to be posted and settled to Receiver’s account. The Effective Date must be a business day or the record will be processed on the first business day following the effective date.

5. Holiday Schedule. Company may use the list below or access the exact dates as provided by the Federal Reserve website at <http://www.frbservices.org/holidayschedules/index.html>

New Year’s Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Note: For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve Banks and Branches will be closed the following Monday.



Schedule B – Security Procedures

Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative set forth in Schedule E, and any such communication shall be deemed to have been signed by such person.

It is the responsibility of the Company to notify Financial Institution in writing of any changes to those individuals designated as the Authorized Representative for the Company.

Financial Institution does not verify the accuracy of the file attributes, including, but not limited to, effective date(s), account information or bank information.

Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, Company may request a cancellation or amendment to Entry by completing a Reversal Request Form. Financial Institution shall use reasonable efforts to act on the request by Company for cancellation of an Entry prior to transmitting to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected.

File Transmissions from the Originator to Financial Institution made over an unsecured electronic network must use at least the minimum level of encryption required by the Rules.

Company shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems.

Personal Computer/Internet Transmission through Financial Institution's designated secure file upload system or secure File Transfer Protocol (FTP)

Company's Authorized Representative will access the ACH system by utilizing the prearranged log on procedures. The Company is solely responsible for ensuring that the Financial Institution receives the transmission on each processing date indicated in the processing schedule.

The Company's Authorized Representative will provide the Financial Institution with verification of the totals contained in the transmission by sending a facsimile or email transmission signed by Company's Authorized Representative to the Financial Institution's Treasury Management Contact. In the event that the Company or Authorized Representative is unable to fax or email the information, the Company's Authorized Representative will telephone the Financial Institution's Treasury Management Contact with the verification and also fax, email or mail the information as backup within two (2) business days of the file transmission to Financial Institution.



April 19, 2013

ACH Origination Agreement

Financial Institution will verify file totals with totals provided by Company. In the event of a discrepancy, Financial Institution will contact Authorized Representative as set forth in Schedule E. If an Authorized Representative is unavailable Financial Institution in its discretion may not process the Entry.

Company is solely responsible for any access by its employees and agents to the data files maintained on the Company's personal computers or ACH system. Company hereby acknowledges that access to the ACH system must be carefully and continuously controlled. In accordance with the aforesaid, the Company agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to, or use of the ACH system.

Security Procedure Self Assessment

Do you maintain hardware and/or software firewall to protect data?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you store ACH related Data, electronic or paper, in a secure manner, for example a locked safe or file cabinet?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have up-to-date anti-virus protection?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you use a wireless network?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you allow ACH users to share user ids and passwords?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you contact the bank if you sustain a security breach or if an employee with ACH access is terminated, to ensure the employee's user id and password is disabled?	<input type="checkbox"/> Yes <input type="checkbox"/> No

I understand and will comply with the above stated security procedures. _____

Schedule C - Fees

All charges will be direct debited to the company account unless the company is on account analysis, then the appropriate account analysis charges will apply.

<u>Variable Pricing</u>	<u>Fee</u>	<u>Charged</u>
Monthly Maintenance Fee	\$15.00	Monthly
Per File	\$5.00	Monthly
Per Transaction	\$0.10	Monthly
<u>Flat Fee Pricing based on Anticipated Volume</u>	\$15.00	Monthly
Per Return/Notification of Change	\$1.50	Monthly
NACHA ACH Rules Manual	No Cost	Initial Manual
NACHA ACH Rules Manual	At Cost	Subsequent Manuals, Upon Request

Fee Account Information

Routing Number	
Account Number	
Account Type	Select Account Type
Charge Method	Select Charge Method
Pricing	Select Pricing

Officer Signature: _____

Customer Initials: _____

Schedule E - ACH Origination Company Profile

Originator ID will determine the offsetting account number, returns account number, and who will receive Return/NOC notices.

Primary Information

Originator Name			
Nature of Business		Type of Transactions	
Originator ID		CIF #	
Main Contact Name		Second Contact Name	
Main Contact Phone		Second Contact Phone	
Main Contact Email		Second Contact Email	
Fax Number		Fax Number	

Offset Account Information

Routing Number		Account Number		Account Type	<input type="checkbox"/> DDA <input type="checkbox"/> SAV
----------------	--	----------------	--	--------------	---

Returns Account Information

Routing Number		Account Number		Account Type	<input type="checkbox"/> DDA <input type="checkbox"/> SAV
----------------	--	----------------	--	--------------	---

Authorized Representatives

Contact Name			
Phone Number			
Email Address			
Signature			
Receive Return/NOC's	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If Yes, Business Online Banking Username</i>			



Reversal Request Form

Important: A reversal is an originated (outgoing) transaction that is the opposite of a previously originated transaction. **Reversals are not guaranteed, particularly on originated credit entries, because the receiver has had access to the funds prior to receipt of the reversing entry.** Requests must be received no later than 3:00 PM (Central Time) within five (5) business days of the original effective date.

Instructions:

1. Telephone First Financial Bank at (866) 627-7214 to inform Treasury Management of the situation.
2. Complete all fields on the form.
Note: If "File" is indicated, it is not necessary to list Individual transactions.
3. Ensure the form is signed and the signed name is printed.
4. Fax to Treasury Management at (888) 594-7285.
5. A Confirmation Fax will be sent to you once we have processed your request.

Name of Company				
Originator I.D. (Tax ID #)		Bank		
Telephone Number		Fax Number		
Date Entry Sent to Bank		Effective Date		
Offset Routing Number		Offset Account Number		
Reason for Reversal				
Reverse Entire File	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, File Total \$	
Reverse Individual Transactions (attach additional sheet if needed)				
Payee Name	Routing Number	Account Number	Item Amount	Credit/Debit
				<input type="checkbox"/> Credit <input type="checkbox"/> Debit
				<input type="checkbox"/> Credit <input type="checkbox"/> Debit
				<input type="checkbox"/> Credit <input type="checkbox"/> Debit
				<input type="checkbox"/> Credit <input type="checkbox"/> Debit

Please reverse the Entry with the Effective Date and Sent Date shown above. We understand and agree that First Financial Bank ("Financial Institution") is under no obligation to honor this request and will only make a best effort to comply with this request. We understand and agree that if, for any reason, Financial Institution is unable to stop or recover Entry, Financial Institution will have no financial obligation or liability to the Originator. **We understand and agree that the Receiving Depository Financial Institution ("RDFI") may reject and return the reversal Entry for any reason and the returned Entry will be charged back to the Originator.** We agree to send appropriate notification of the reversal and the reason thereof to the Receiver(s) no later than the settlement date(s) of the reversing Entry. We agree to indemnify and hold harmless the Financial Institution and the RDFI from and against any and all claims, demands, loss, liability, or expense including attorney's fees and costs resulting directly or indirectly from the Financial Institution's compliance with our request.

Authorized Signer _____ Printed Name _____ Date _____

User Authorization Form

Company Profile

Company Name		First	
Goldleaf Client ID		Phone Number	

User Profile

First Name		Last Name	
Username		Email Address	

Permissions

Grant All Permissions or specify Permissions below

Accounting Report	<input type="checkbox"/> Yes <input type="checkbox"/> No	Activity Log	<input type="checkbox"/> Yes <input type="checkbox"/> No
Category Definition	<input type="checkbox"/> Yes <input type="checkbox"/> No	DFI Number Reference List	<input type="checkbox"/> Yes <input type="checkbox"/> No
Non-Business Day Calendar	<input type="checkbox"/> Yes <input type="checkbox"/> No	Notifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
Schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No	Report Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No

Authorities

Grant All Authorities or specify Authorities below

Category/File Load Type	Dollar Limit	Add/Edit (Submit)	Verify Others	Verify Own	Unauthorize
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Reports

View All Reports or View Own Reports or specify below:


ACH Collection/File Pick-Up	<input type="checkbox"/> View Own <input type="checkbox"/> View All
File Submitted	<input type="checkbox"/> View Own <input type="checkbox"/> View All
Standing Order	<input type="checkbox"/> View Own <input type="checkbox"/> View All
Transaction Rejection	<input type="checkbox"/> View Own <input type="checkbox"/> View All
Transaction Submission	<input type="checkbox"/> View Own <input type="checkbox"/> View All
Transaction Unauthorization	<input type="checkbox"/> View Own <input type="checkbox"/> View All
Transaction Verification	<input type="checkbox"/> View Own <input type="checkbox"/> View All



Credit/Debit Authorization Form

Authorization Agreement for Direct Deposit/Payment

I (we) hereby authorize _____ ("COMPANY") to initiate entries to my checking/savings accounts at the financial institution listed below (FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Receiver Name(s)	
Financial Institution	
Routing Number (Look between the  symbols on the bottom left of the check)	
Account Number	
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Amount (Specific or Variable Range, Blank for Direct Deposit Payroll)	

Receiver Signature _____

Date _____



Schedule D - ACH Origination Risk Limit Assessment

Primary Information

Originator or Subsidiary Name					
Nature of Business		Financials Date		Risk Level	
Bank:		CIF #		ACH Loan #	

Lending Relationship

Loan Type	Original Loan Amount	Current Balance	Maturity Date
	\$0.00		
TOTAL	\$0.00	\$0.00	

Account Information (Average Collected Balance)

Account #	Current Qtr	Prior Qtr 1	Prior Qtr 2	Prior Qtr 3	# Times NSF
TOTAL					

Aggregate Limits

Originator ID	Type of Transactions	Maximum File Limit	Max Daily Limit
Company Exposure Limit			

Submitted to Senior Loan Committee on: _____

Signature: _____ Signature: _____

T/M Officer:	Account Officer:
Title:	Title:
Bank: First Financial Bank	Bank: First Financial Bank

Get your pay on the First Financial Bank MasterCard Payroll Card

- No waiting in line
- No check cashing fees
- Instant access to your pay
- Email and text alerts
- Easy online bill pay
- FREE credit scores
- Simple card-to-card and card-to-bank money moves
- Online budgeting tools
- Companion and secondary cards to share with family

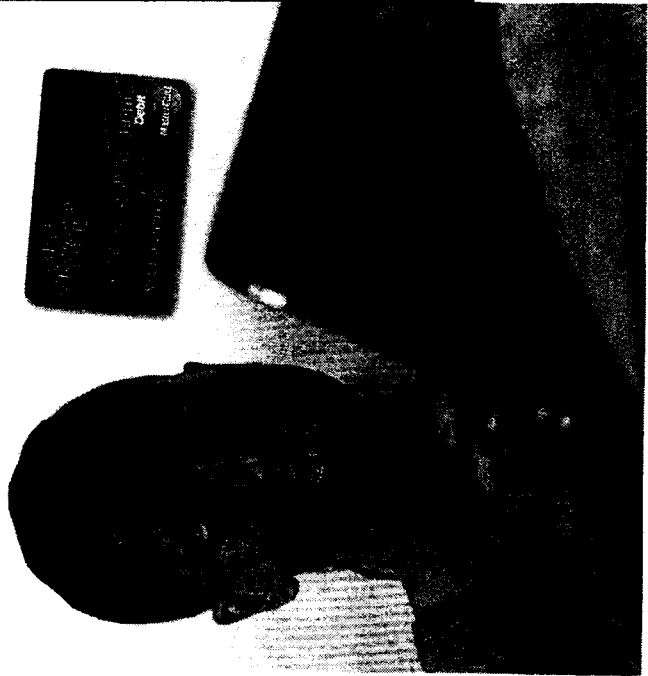


FIRST FINANCIAL BANK

Phone: 866.627.7214
Email: treasurymgmt@ffin.com



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If you're still getting
paid by check, your
money isn't
working as
hard as
you are.

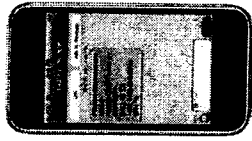
Talk to your manager or
HR representative about
a payroll card today.



Email and text alerts

Free alerts and mobile account access.

- Load notifications
- Transaction activity
- Balance alerts
- Low balance warnings



Control your budget and easily track spending.

Free Financial Management Tools

- **Electronic Check Register** - never forgets to record a payment & always knows your actual cash balance
- **Budgeting Tool** - automatically creates a budget AND helps you manage it
- **Transaction Tracker** - categorizes all your purchases for tax purposes
- **Digital Safe Deposit Box** - unlimited digital document storage... (kind of like Carbonite® which costs \$59/year for the home version*). Securely stores everything but the paper.
- **Dashboard** - quick reviews by category, using customizable charts and graphs



Carbonite is a trademark of Carbonite®, Inc.

Free Credit Scores and more

Credit Karma® is at your service.

- View your scores in relation to national averages with color-coded, detailed graphs
- Monitor your scores to ensure they improve
- Access an array of credit-building tools and advice



Family Cards

Easily share funds with family and friends

- Manage household cash
- Instant money moves
- 2 options: Companion or secondary cards. Choose what works best for you
- Perfect for students
- Great for teaching teens fiscal responsibility



Talk to your manager or HR representative about the better way to get your pay.

Take the headache out of paying bills

EchoPay is the easy way to manage recurring payments.



Quickly and easily:

- Pay bills
- Send money to a bank account
- Send money to another card



FIRST FINANCIAL BANK

CIF# _____

Payroll Card – Employer Terms and Conditions Agreement

First Financial Bank, N.A.

Region _____

Employer: _____

Introduction

This “Agreement” explains the Terms and Condition for Employer’s participation in the Payroll Card Program offered by First Financial Bank. **It is important that Employer reads this Agreement in full and keeps a copy for its records.** This Agreement is a binding contract between First Financial Bank and Employer. By signing this Agreement, Employer agrees to be bound hereby, subject solely to modification hereof by the Bank as may be adopted pursuant to the terms of this Agreement.

Definitions

The “**Bank**” means First Financial Bank as the issuer and owner of the Card. The “**Card(s)**” mean(s) the MasterCard® branded Payroll Card issued by the Bank and subject to the Payroll Card Terms and Conditions Agreement. “**Employer**” means the commercial customer of the Bank who is direct depositing payroll funds for stored value on the Cards issued to said commercial customer’s employees. “**Employee**” means someone who is paid by the Employer for work or services performed on Employer’s behalf. “**Secondary Card**” means a Card ordered for someone by the Employee. The Payroll Card Program, offered by the Bank through TransCard LLC may be referred to herein as “**the Program.**”

Program Participation

The Bank will enroll Employer in the Program and the Employer will offer participation in the Program to Employer’s eligible Employees and eligible Secondary Card holders. Eligibility is established for Card holder through employment with Employer and through the Card ordering process as Employees and Secondary Card holders are screened against the Office of Foreign Assets Control’s list of Specially Designated Nationals. Employees and Secondary Cardholders are subject to the Payroll Card Terms and Conditions Agreement. Employer will participate in the Program under the terms stated in this Agreement and any additional policies established by the Bank and communicated to Employer in connection with the Program. Employer may only participate in the Program for its internal business purposes and will not offer participation in the Program to any person other than Employees and eligible Secondary Card holders.

Fees and Payment

Employer agrees to pay the cost for the Initial Card Issuance Fee. Fees will be applied and deducted as negotiated with the Bank.

Transmission of Data and Security

Employer or Bank will enter the enrollment data for the Cards for each Employee in accordance with instructions provided by the Bank. Certain actions with respect to the Program will be conducted over the Internet. If Employer’s enrollment data is not received, the enrollment will not be processed. The acceptance of Employer’s data does not indicate confirmation that the data is error-free. The Bank understands the need to safeguard Employer’s information and records from unauthorized use and disclosure. The Program application incorporates measures, including the use of data encryption, network firewalls and other security devices and systems, to attempt to protect Employer’s and Employee’s personal and business information. However, Employer acknowledges that the Internet is an open system and the Bank cannot and does not warrant or guarantee that third parties will not intercept business or personal information transmitted over the Internet related to the Program. The Bank or its respective agents may contact Employer or Employee by email, telephone, or other manner to communicate important maintenance, administrative, or security issues.

Employer Obligations

Employer shall ensure that each Employee provided with a Card has been properly identified by using the US Department of Homeland Security Employment Eligibility Verification, OMB No 16150047 or such other form as may be required by law or as may be required by the Bank from time to time.

Cards will be issued to Employees based on information provided by Employer. The Employer's representative signing this Agreement is duly authorized to execute the Agreement on behalf of the Employer. The Bank will take all instructions regarding Employer's participation in the Program from the person(s) named on the Employer's Contact Information page included with this Agreement. The Bank will not be liable for following such instructions. Employer will promptly review any Program confirmation prepared by the Bank for validity and accuracy according to Employer's records, and Employer will be solely responsible for any inaccuracies contained in such confirmation. Employer understands that funds delivered to the Employee(s) belong(s) to the Employee(s) and may not be returned to the Employer. Any adjustments due to overpayment must be negotiated directly with the Employee(s).

As a pre-requisite to participation in the program, Employer is required to maintain direct deposit capability through the Bank, which requires a signed ACH Origination Agreement. Employer shall adhere to Automated Clearing House guidelines as to submission of direct deposit information to provide allowable time for the direct deposit transaction to be applied to the Cards on the date due and acknowledges that failure to do so may result in a delay in loading the Cards.

Modification of the Program/the Agreement; Notices

The Bank reserves the right to change, modify, or add to the terms and provisions relating to the Program and this Agreement, including the fees required in connection therewith, at any time upon notice to Employer provided at least 30 days in advance of the effective date of such change, except that any change to the terms made to comply with laws or regulations may be effective immediately upon notice. Such changes, modifications, or additions will become effective upon the effective date specified in the notice. Notwithstanding the foregoing, changes to the Payroll Card Terms and Conditions Agreement may be made in accordance with that agreement. Employer's continued use of the Program following the effective date of the notice will constitute Employer's agreement to and acceptance of such changes, modifications, or additions. The Bank reserves the right to change, modify, or cancel the Program or any portion thereof at any time.

Terms and Termination of this Agreement

This Agreement will remain in effect, unless cancelled or terminated by either party upon 30-days prior written notice. Either party may terminate this Agreement at any time if the other party is in material breach of this Agreement and the breaching party fails to cure such breach within 10 days of receiving notice thereof. Employer's failure to fully pay any fees due within 10 days after the applicable due date shall be deemed a material breach. Upon termination, all rights and obligations hereunder will cease, except that Employer's obligation to pay the applicable fees and provide indemnification with respect to Employer's participation in the Program prior to the effective date of termination will survive. The Payroll Card Terms and Conditions Agreements will remain in effect for so long as the applicable Cards remain active in accordance with their terms. Employer will not be entitled to a refund of any fees paid by Employer in connection with the Program prior to termination.

Disclaimer of Warranties and Representations

THE PROGRAM IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. THE BANK AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

EMPLOYER ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES, NOR ANY OF THE RESPECTIVE EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS, THIRD-PARTY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OF EITHER OF THE FOREGOING, WARRANT THAT THE PROGRAM OR ANY ASSOCIATED SERVICES WILL BE

UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY OR COMPLETENESS OF CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE PROVIDED THROUGH THE PROGRAM.

EMPLOYER SHALL NOT RELY SOLELY ON ITS USE OF THE PROGRAM TO COMPLY WITH ANY LAWS OR GOVERNMENT REGULATIONS.

Limitation of Liability

IN THE EVENT THE BANK FAILS TO TIMELY LOAD A CARD, THE BANK'S SOLE RESPONSIBILITY WILL BE TO CORRECT THE ERROR. UNLESS THE FAILURE IS A DIRECT RESULT OF BANK'S WILLFUL AND INTENTIONAL FAILURE, THE BANK WILL NOT BE LIABLE FOR ANY OTHER DAMAGES RESULTING THEREFROM WHATSOEVER, WHETHER DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY AND EXPRESSLY WAIVED BY THE EMPLOYER.

IN NO EVENT WILL THE BANK'S LIABILITY TO EMPLOYER FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY THE EMPLOYER FOR PARTICIPATION IN THE PROGRAM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY LOST PROFITS, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR EMPLOYER'S USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

Miscellaneous provisions

The Bank performs this Agreement independently, not as an employee of the Employer. Nothing in this Agreement is intended to constitute the existence of a partnership, joint venture, or agency relationship between the Employer and the Bank.

EMPLOYER WILL INDEMNIFY AND HOLD HARMLESS THE BANK AND THE BANK'S PROVIDERS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, DAMAGES, COSTS OR OTHER EXPENSES, (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM OR IN ANY WAY RELATED TO EMPLOYER'S USE OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO, (I) EMPLOYER'S BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN OR ARISING BY OPERATION OF LAW, (II) ANY ACT OR OMISSION BY EMPLOYER TO EMPLOYER'S EMPLOYEES OR AGENTS, INCLUDING FRAUDULENT OR INCORRECT TRANSMISSION OF INFORMATION OR DATA, OR UNAUTHORIZED OR INAPPROPRIATE ACCESS TO THE BANK'S DATA FILES, (III) EMPLOYER'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, REGULATION OR RULE, (IV) EMPLOYER'S VIOLATION OF THE RIGHTS OF A THIRD PARTY RELATING TO EMPLOYER'S USE OF THE PROGRAM, OR (V) EMPLOYER'S OBLIGATIONS TO ITS EMPLOYEES.

Nothing in this Agreement creates or will be deemed to create any third party beneficiaries of or under this Agreement; the Bank will have no obligation to Employees or any other third party by virtue of this Agreement. Employer may not assign the

Agreement without the prior written consent of Bank. Any purported assignment without the consent of Bank will not be effective.

Notices may be given by the Bank in writing such as by mail or courier, or may be given electronically, such as by posting the modified Agreement on the Bank's website, by email, or by other electronic message to Employer as part of a session. Employer is responsible for reviewing these changes, amendments, and additions.

The Agreement and any modifications thereto by the Bank, including modification of the Program contain the entire agreement between Bank and Employer and supersede and cancel any prior or contemporaneous agreements, negotiations, or understandings between Employer and the Bank, whether written or verbal, with respect to the subject matter herein. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance contained in the Agreement are cumulative and in addition to all other rights and remedies available to the Bank hereunder, by operation of law or otherwise. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, to the greatest extent possible the remainder of this Agreement shall be valid and enforceable according to its terms.

This agreement shall be construed and governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof. Any and all disputes between the Parties which may arise hereunder shall be heard and determined before an appropriate federal or state court located in Taylor County, Texas and not elsewhere. The Parties waive any objection they could otherwise assert to jurisdiction or venue in any of the above-identified courts.

EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

FIRST FINANCIAL BANK

Signature: _____
Name: _____
Title: _____
Date: _____

Charged Type: _____
Approved By: _____

Payroll Card – Employer Terms and Conditions Agreement

Attachment A - Fees

Employer's initial card issue fee will be direct debited to the company account unless the company is on account analysis, then the appropriate account analysis charges will apply.

<u>Employer Fees</u>	<u>Fee</u>	<u>Charged</u>
Payroll Card - Initial Issue	\$5.00	One Time per Card
Cardholder Fees		
Free Services Fee Services <ul style="list-style-type: none"> • Signature Point-of-Sale Transactions - Free • PIN Point-of-Sale Transactions - Free • Cash Back from Point-of-Sale Transactions - Free • Web Account Access - Free • IVR Customer Service Support - Free • Live Customer Service Support - Free • Monthly Maintenance Fee - Free • Text Alerts - Free • Email Alerts - Free • PIN Change - Free • Direct Deposit / Payroll - Free • Direct Deposit / Tax Refunds - Free • Direct Deposit / Government Benefits - Free • Personal Financial Manager – Free 		
Cardholder Fee Services		
<ul style="list-style-type: none"> • ATM Withdrawal - Domestic - \$1.50 - One free per pay period • Cash Withdrawal From Bank - \$3.00 - One free per pay period 		
<ul style="list-style-type: none"> • ATM Balance Inquiry - Domestic - \$0.75 • ATM Decline - Domestic - \$1.00 • ATM Withdrawal - International - \$4.00 • ATM Balance Inquiry - International - \$2.00 • Money Move - Card to Card - \$0.50 • Money Move - Card to Bank - \$1.50 • Bill Pay - Electronic - \$2.00 • Bill Pay - Paper Check - \$2.00 • Secondary Card Order Fee - \$5.00 • Convenience Check - \$2.00 per check • Card Replacement - \$7.50 • Express Service - Replacement Card - \$35.00 • Paper Statement - \$5.00 • Inactivity Fee - \$5.00 <i>(Cards with a balance will be assessed a monthly fee after 12 months of no activity.)</i> 		

Account Information

Routing Number	
Account Number	
Charge Method	Hard Charge or Account Analysis



Payroll Card Application

All fields must be completed to process your application.

CARDHOLDER INFORMATION

Social Security Number or Taxpayer ID Number

Employee First Name MI Last Name

Mailing Address

City State Zip

Date of Birth (MM/DD/YYYY)

Primary Phone Number Secondary Phone Number (optional)

Email Address (optional)

Physical Address (if different from Mailing Address):

Address

City State Zip

Citizenship: U. S. Citizen Non-U.S. Citizen

If you are not a citizen of the United States, please provide one of the following forms of identification:

U.S. issued Alien Identification Passport

Other Government Issued Identification (Example: Matricula Consular Card)

Type: _____

Country of Issuance

Number Expiration Date (month/day/year)

EMPLOYER:

Please provide the name of your employer

AUTHORIZATION AGREEMENT

Return completed, signed and dated application to your Employer

This Authorization Agreement for a First Financial Payroll Card will authorize my employer to directly deposit my periodic salary/compensation payments, net of required tax withholdings, other required withholdings or authorized deductions, and made available using my First Financial Payroll Card. This authority will remain in effect until I notify my employer in writing to cancel it and my employer and First Financial Bank have a reasonable opportunity to act upon my request. I understand that I may withdraw funds using an Automated Teller Machine (ATM) (subject to certain withdrawal limits as disclosed in the Payroll Card Terms and Conditions, point-of-sale ("POS") terminals and wherever Visa debit cards are accepted. By signing this application, I hereby authorize First Financial Bank to issue a card to me. I understand that by activating my card I agree to: (1) the Payroll Card Terms and Conditions that accompany my card, and (2) changes to, or replacement for, those Terms and Conditions that may be sent or made available to me from time to time. I also hereby authorize First Financial Bank to debit my First Financial Payroll Card Account, without notifying me, for the fees described in the Terms and Conditions, or as such fees may change from time to time. I understand First Financial Bank may charge those fees at any time.

Applicant's Signature



You will receive your card by mail or from your employer before payday.

You must activate your new Payroll Card to begin using it. To activate online, visit www.ffin.com/my payrollcard and select Activate. To activate by phone, call 1-800-416-6373.

Unauthorized Transaction Amounts by Authorized Persons

If you authorize someone else to use your Card and/or PIN, you are and shall be held responsible for all Transactions, which that person initiates at any time, even if the amount of the Transaction(s) exceeds what you had authorized.

Documentation

You should receive a receipt from the merchant when you make a purchase or withdraw cash using the Card at either a POS device or ATM. You should retain this receipt to compare it with the Transactions recorded by the Bank. You will not receive any statement detailing your Transactions or Card Value unless you request a sixty (60) day written history of account Transactions and pay the applicable Print Transaction Fee specified in the Fee Schedule on your card carrier. You may make this request by calling 1-800-416-6343 or by writing to us at TransCard Customer Service, 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421. You are waiving the right to receive any statement other than by following the procedures specified herein. However, you can receive your Card Value information free of charge by calling 1-800-416-6373. This information, along with a sixty (60) day history of your Transaction activity, is also available online by logging onto www.ffin.com/my payrollcard. Both of these services are available 24-hours a day, seven (7) days a week.

Merchant Card Services Products

VISA, MasterCard, Discover, American Express, Signature Debit

Mobile Processing

(PayFox®)

Process payment card transactions using a mobile device such as phone or tablet PC anywhere and on the go.

Supports Android, iPhone 3, 4, and 5, iPod Touch or iPad.

Free App download

Email receipts, store customer contact info, and geo location mapping technology



Credit Card Terminal

Swipe credit cards for face to face transactions or key transactions using key pad

Available for multi-merchant processing

Connects via analog phone line, internet connection, or wireless



Web-Based Processing

(Transaction Express®)

Allows processing transactions by keying card information or swiping using a USB card reader

Set up recurring credit card transactions

Easy access to reports

E-Commerce (Websites to accept payment for donations or item sales etc.)



POS Systems

TransFirst May be able to build profile for some POS Systems. Verify with helpdesk which version number will work

TransFirst or First Financial Bank does not provide technical support for POS systems

No Setup fee or additional monthly fee charged by TransFirst but POS provider may charge a switch fee



Gift Cards

TransFirst offers a referral program through Valutec.

Merchants can be referred to Valutec for pricing and setup



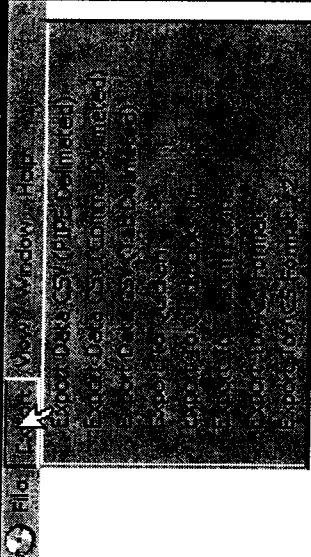
FIRST FINANCIAL BANKSHARES

A Family of Community Banks

EXPORT OPTIONS

Export data in a variety of formats:

Statement Viewer - [CD 5/31/2010]



HELPFUL HINTS

Need to see the endorsement?



Simply click Flip to view the back of the image in the display pane.

Load Statement on CD from your network.
Select File, Load from Network Location.



Need Help?

Call our Treasury Management Services Hotline at 1-866-627-7214. We will be glad to assist you and answer your questions.

Contact Us Today.

Statement on CD is just one of the Treasury Management products offered by First Financial Bank.

Other services include:

Business Online Banking

ACH Origination for Direct Deposit Payroll and Direct Payments

Remote Deposit

Positive Pay

Merchant Card Services

Payroll Cards

FIRST FINANCIAL BANK.

Treasury Management Services

Phone: 866-627-7214

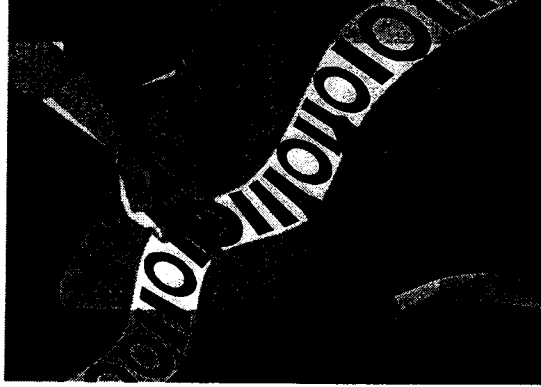
Fax: 888-594-7285

Email: treasurymgmt@ffin.com

Treasury Management Business Solutions

Quick Reference Guide

Statement on CD



FIRST FINANCIAL BANK

Smart Choices. Better Banking.

Statement on CD

Statement, Check, and
Deposit slip
Images on CD-ROM

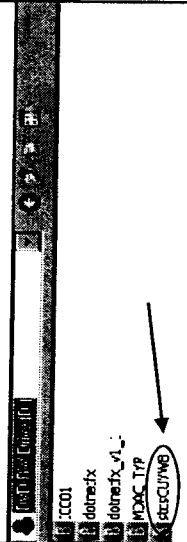
Statement on CD provides easy access to your statement images as well as the images of all checks and deposit slips applied to the account during the statement cycle.

To view the images, there are no special programs to install. Just follow these easy steps.

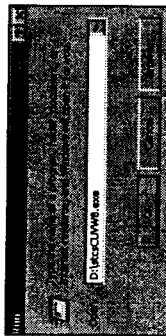
GETTING STARTED

Insert CD in your CD Drive. Most often your computer will detect the program and start automatically using Auto Run. If not, follow these steps.

1. Click on Start, then Run.
Click Browse and click on your CD drive (usually the D drive).
2. Find the executable file named:
stcsCUVW8.



4. Double-click on the file name. Or, click on the file name to highlight it, then click Open.



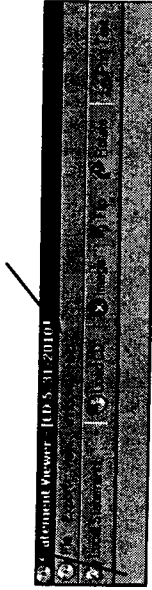
5. Click OK to run the Statement on CD viewer.

Note: You can also right click on your Start button and select Explore. Browse to find your CD drive and select the file name above.

LOAD THE CD

To view the statement and the check images, click on Load CD

Or, click on File, Load CD.



VIEWING ITEMS

After loading the CD, the statement image will appear in a pane and a list of items will appear on your screen in a separate pane on the right side of your screen.

Simply click on any item in the list of items you wish to view.

To view other images:

- Click the items one at a time.
- Use your up or down arrow key to view the item above or below the last item viewed.
- Use the Page Down key to move to the last item. And, the Page Up key to return to the top of the list

PRINTING

Printing your statement from the CD or images of checks or deposit slips takes just one click.

Click the Print Text icon to print your statement. Or, select File, Print Text w/Images to print your check images and statement.

SORTING ITEMS

Sorting by Date

Click the word Date in the gray column heading

Sorting by Account Number

Click the word Account in the gray column heading.

Sorting by Check Number

Click the word Serial in the gray column heading.

Sorting by Amount

Click the word Amount in the gray column heading.

Sorting Debits and Credits

Click the word Type in the gray column heading.

Account	Type	Date	Amount
2047020	C	11/15/2002	\$3,000.00
2047020	C	11/18/2002	\$500.00
2047020	C	11/25/2002	\$825.00
2047020	C	12/2/2002	\$3,000.00
2047020	D	12/2/2002	5000
2047020	D	11/21/2002	5886
2047020	D	11/5/2002	5897
2047020	D	11/18/2002	5887
2047020	D	12/2/2002	5887
2047020	D	11/25/2002	5822
2047020	D	11/15/2002	5868
2047020	D	11/8/2002	5888
2047020	D	12/2/2002	5823
2047020	D	11/27/2002	5869
2047020	D	11/18/2002	5889
2047020	D	11/10/2002	5024
2047020	D	11/18/2002	5870
2047020	D	11/8/2002	5890
2047020	D	11/19/2002	5825
2047020	D	11/19/2002	5871

FIRST FINANCIAL BANK.

Treasury Management Services
Phone: 866-627-7214
Fax: 888-594-7285

**CAN'T GET TO
THE BANK?
WE'LL BRING
IT TO YOU.**

ffin.com

MEMBER FDIC

**FIRST
FINANCIAL
BANK**

YOU FIRST

FIRST @ WORK BRINGS BANKING TO YOUR WORKPLACE.



Karen Munoz
Principal, Cooper High School
Abilene Independent School District

Jennifer Harper
Senior Vice President
First Financial Bank

At First Financial Bank, it's always You First. Which is why we've implemented initiatives like First @ Work, a program that brings our banking services right to your employees at work. We visit our business partners' workplaces and assist employees in opening new checking accounts, so they can enjoy benefits such as direct deposit, personalized VISA debit cards, online banking with bill pay, eStatements and more. Call us today and see how First @ Work can work for you and your people.

ffin.com

MEMBER FDIC

PROFESSIONAL CHECKING: EXCLUSIVELY FOR EMPLOYEES OF OUR BUSINESS PARTNERS

HELPFUL EVERYDAY BENEFITS:

Local and Online Discounts
Shopping; Dining; Travel; Health

Cell Phone Protection

Travel Peace of Mind

ID Theft protection

These products are:

* Not deposits

* Not FDIC insured; and

* Not guaranteed by First Financial Bank,
its affiliates, or any government agency

CONVENIENT BANK BENEFITS:

Free Debit Card

Free Online Banking
with free Bill Pay and eStatements

Free Mobile Banking

ATM Refunds
Four foreign ATM refunds per month, up to \$15

Free Branded Checks
Two boxes Annually

A FAMILY OF COMMUNITY BANKS

First Financial Bank
Abilene, Albany, Clyde, Moran, Odessa

First Financial Bank
*Cleburne, Bureson, Alvarado, Crowley,
Midlothian*

First Financial Bank
Eastland, Ranger, Rising Star, Cisco

First Financial Bank
Hereford

First Financial Bank
Huntsville

First Financial Bank
Mineral Wells

First Financial Bank
San Angelo

First Financial Bank
*Southlake, Trophy Club, Keller, Grapevine,
Bridgeport, Boyd, Decatur*

First Financial Bank
Stephenville, Granbury, Glen Rose, Acton

First Financial Bank
Sweetwater, Merkel, Roby, Trent

First Financial Bank
*Weatherford, Aledo, Brock, Willow Park,
Fort Worth*

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