

Extraco Banks

Treasury Management Master Agreement



This Master Agreement contains all Treasury Management services offered by Extraco Banks.

Please only refer to the sections that are applicable.

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EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

E-BUSINESS SERVICES AGREEMENT

Section 1. Definitions

Accounts: Any Business or Personal Account, including a sole proprietorship account, as included on the E-Business System and approved by the Bank in writing.

Authorized Representative: An individual who has signing authority on the Corporate Resolution.

Bank: Extraco Banks, N.A.

Business Entity: An individual sole proprietorship, limited partnership, limited liability company, corporation, or other entity using the E-Business System of the Bank from time to time.

E-Business System: The services offered by Bank pursuant to this E-Business Services Agreement.

User: Any Individual that Business Entity has authorized the access and use of the E-Business System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download Business Entity's information and process transactions.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The collected balance of the Account minus holds, and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from drawee banks, also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a member of the E-Business System, Business Entity and User may request any of the services listed by the Business Entity as set forth in this **E-BUSINESS SERVICES AGREEMENT** which Business Entity agrees may be updated from time to time, including:

Perform Account inquiries on Account data and transaction history on the Accounts.

Add personal accounts and business accounts with different Tax ID numbers. Business Entity understands that the Administrator of the system is responsible for granting the appropriate access and permissions to each User within the

system and assigning the correct permissions to the appropriate accounts. Bank is not liable if a User is granted access to view or perform duties on an account that was mistakenly assigned by the System Admin.

Initiate stop payment requests in accordance with the Stop Payment Agreement in this **E-BUSINESS SERVICES AGREEMENT**. Business Entity understands the electronically transmitted stop-payment orders are pending final verification that check has not been processed and that stop-payment is valid. The Bank must receive the stop-payment order in time to allow the Bank reasonable opportunity to act on it. The stop payment must be received 2 business days before the payment posts.

Request a wire transfer. Business Entity and User understand that wire transfer request received after **Bank's cut-off time (1:00p.m. CST for International Wires and 2:00 p.m. CST for Domestic Wires)** will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire Transfer requests must be made in accordance with **this E-BUSINESS SERVICES AGREEMENT see Wire Transfer Section**.

Send and receive messages (to and from the Bank). Messages to the Bank may be sent through the Secure Messaging feature through the E-Business System. Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Bank. Business Entity and User are responsible to periodically check for messages sent by the Bank.

Initiate transfers between any accounts set up within the E-Business System with the exception of time accounts. Federal regulation limits the number of transfers of certain types from money market and savings accounts. Transfers to another account or to third parties by preauthorized, telephonic or electronic agreements, orders or instructions, or by check, draft, debit card, or similar order are limited to six per account per statement cycle on money market and savings accounts. In person or ATM transactions do not count toward these limitations.

Business Entity is not permitted to transfer more than the ledger balance from deposit accounts.

Initiate ACH transactions. Business Entity understands that ACH transactions received must provide for lead time prior to the effective due date as determined by Bank. Transactions received after the Bank's **cut off time (2:00 p.m. CST)** will not be processed until the following business day. ACH transactions must be in accordance with **this E-BUSINESS SERVICES AGREEMENT see ACH Services Agreement Section**.

Business Entity can utilize any report functions for requested services.

Secure Access Codes, Soft Tokens and Hard Tokens. Secure Access Codes will be delivered via voice call (direct landlines with no extensions) or via cell phones as well as via text message. These codes will be used for all Users to login to the E-Business System for the first time. Secure Access Codes will also be used if the Business Entity does not have ACH and/or Wire services to gain access when User has forgotten Password, or if User logs in from a new device. If Business Entity has ACH and/or Wire services, User will be required to login using Hard (physical device) or Soft (Cell Phone APP) tokens. User will also be required to use Hard or Soft tokens when they login from a new device. Users are responsible for keeping passwords and tokens secure. Tokens are assigned to a specific User and cannot be shared.

Section 3. Business Entity Acknowledgments

Business Entity and User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the E-Business System.

Bank reserves the right to eliminate or change any of the features of the E-Business System at any time without prior notice.

Bank may from time to time provide documentation to Business Entity, and such documentation will be subject to this Agreement. Business Entity is responsible for information contained in the documents. Business Entity has no right, title, or interest to the E-Business System. Business Entity agrees to notify Bank promptly and in writing of any circumstances

of which Business Entity has knowledge relating to any possession, use, or use of any portion of the E-Business System by an unauthorized person.

Bank is not responsible for Business Entity's actions or negligence in setting up Business Entity's security access to the E-Business System to appropriate employees and assigning User IDs to such appropriate employees; and assumes no responsibility for any liability, loss or damage resulting from Business Entity's actions in accordance with instructions to us from such employees when accompanied by the appropriate passwords, User IDs or other assigned access codes assigned to Business Entity. Business Entity and User will not make any such passwords or User IDs available to any non-authorized persons. Bank and Business Entity agree that the password, User ID, and dollar limits security procedures provided under the E-Business System are commercially reasonable and the parties further agree that transactions conducted under the password and User IDs shall be deemed to be authentic payment orders binding on the Business Entity. Business Entity is responsible for all transactions made through the use of User ID and passwords regardless whether or not authorized.

Bank will not be liable for non-authorized use of the E-Business System or for any losses that may result therefrom. Business Entity or User will notify Bank immediately if Business Entity or User believes that a User's ID and/or password has been used without Business Entity's permission.

Business Entity and User will not disclose any information pertaining to its use or the components of the E-Business System.

Business Entity has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledges that this Agreement is in addition to any of these agreements and disclosures.

Business Entity will continue to receive regular account statements that describe all transactions for the Accounts including the transactions that Business Entity has initiated through the E-Business System. Business Entity is responsible to promptly review all statements and report any irregularities to the Bank within 60 days of receipt of such statements.

This Agreement shall continue until Bank receives written notification of Business Entity's revocation or until Bank advises Business Entity in writing that Bank will not continue services for Business Entity under the E-Business System. Termination by either party does not relieve Business Entity of its liability for transactions or responsibilities for payment of all fees incurred prior to termination.

Grant User access to make mobile deposits. Business Entity online banking administrator may grant a user the ability to deposit funds into the Business Entity account by taking pictures of the checks and delivering the digital images and associated deposit information by using a mobile device. Should you elect to grant another user(s) this service, you agree to abide by the terms and conditions of the Mobile Deposit Service Agreement, in addition to the terms and conditions contained in this **EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT**.

Business Entity is solely responsible for the security of the User accounts as well as their devices (desktop, cell phone, tablet) as well as tokens (Hard or Soft) that Business Entity uses to access the E-Business system. The Bank will not be liable for the misuse or lack of use of security protocols of Business Entity User accounts or devices. Business Entity is liable for all losses arising out of Business Entity's accounts or systems being compromised.

Section 4. Acknowledgments, Responsibilities, and Liabilities of Bank

Except for acts of gross negligence or willful breach of duties by Bank, Bank will not be liable to Business Entity for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.

Bank makes no warranties or representations with respect to the E-Business System, express or implied, including but not limited to, warranties of applicability or fitness for a particular purpose.

Section 5. Joint Acknowledgments and Representations

This E-Business Services Agreement is governed by and will be interpreted under the laws of the State of Texas.

This E-Business Services Agreement incorporates by reference all information, responsibilities and liabilities as stated in the Deposit Agreement between Business Entity and Bank.

Business Entity has read and understands this E-Business Services Agreement and has had opportunity to review this E-Business Services Agreement with an advisor of its choice if so desired.

Bank may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

Each party represents and warrants to the other that it is authorized to enter into this Agreement.

If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

STOP PAYMENT AGREEMENT

Bank agrees to receive Business Entity's request to initiate a stop payment order. Business Entity understands that electronically transmitted stop payment orders are pending final verification that check has not been processed and that stop payment is valid. The Bank must receive the stop-payment order in time to allow processing and determination that stop payment is valid. The Bank must receive the stop payment by the cut-off time, which is one hour after the opening of the next banking day after the banking day on which the Bank receives the item.

Business Entity agrees to hold the Bank harmless for all expenses, cost and attorney fees incurred as a result of refusing payment of said check. Business Entity further agrees not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight other than through lack of good faith or failure to exercise reasonable care on the Bank's part. Stop payment orders placed will be effective for six months only from the first business date placed.

Business Entity understands there will be a fee assessed by Bank in connection with each stop payment, (as stated in the Bank's Schedule of Service Charges & Fees) and further understands that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from Business Entity the amount of the item, plus other damages.

This Stop Payment Agreement shall continue until Bank receives written notification of Business Entity's revocation or until Bank advises Business Entity in writing that Bank will not continue this service for Business Entity. Termination by either party does not relieve Business Entity of its liability for transactions or responsibilities for payment of all fees incurred prior to termination.

MOBILE DEPOSIT SERVICES AGREEMENT

1. General.

As a subscriber to the Extraco Mobile Deposit Capture Service (the "Service") this Mobile Deposit Services Agreement ("Mobile Agreement") amends and becomes a part of the Treasury Management Master Agreement and the Account Rules and Regulations (collectively, the "Account Documentation") between Extraco Banks, N.A. and you (the individual using the Service). The terms of those agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable account documentation or by using or continuing to use the Service, you agree to this Mobile Agreement. In the event of a conflict between this Mobile Agreement and the Account Documentation, this Addendum will govern.

2. Mobile Deposit Capture Service.

- i. The Service allows you to make certain deposits electronically by using a capture device to create an electronic image of a paper check or other paper source document only payable in U.S. Dollars ("Item") by scanning the Item and transmitting it and related data to us. As part of the Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you or anyone that uses your device. Before you scan any Item, you shall endorse all Items with your name and the legend "For Mobile Deposit Only."
- ii. You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction.
- iii. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.
- iv. If we receive a scanned item on or before **6:00 p.m. CST** on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after **6:00 p.m. CST** or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day.

3. Item Processing.

The image of an Item transmitted to Extraco using the Service must be legible. The image quality of the Items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our processor's requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the Item and data in the form received from you;
- b. repair or attempt to repair the Item or data and then further transmit it;
- c. process the Item as photocopies in lieu of originals; or
- d. return the data and Item to you unprocessed and charge back your account.

4. Receipt of Items.

We reserve the right to reject any Item transmitted through the Service, at our discretion, without liability to you. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of an Item shall be deemed received when you receive a confirmation from Extraco that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

5. Destruction of Original Check.

Once you have deposited the check successfully, you should store the check in a secure location for 14 days. After 14 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

6. Deposit Limits.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.

7. Types of Checks.

You may deposit checks using Mobile Deposit Capture, however, there are some checks that you cannot deposit. These include:

- Checks payable to any person or entity other than you.
- Checks containing any alteration of which you know or believe to be fraudulent by / purchased from or not authorized by the owner or the account on which the check is drawn.
- Any checks that are not in original form with a signature, such as a substitute check or remotely created check, as defined by Regulation CC.
- Traveler's checks or money orders.
- Returned checks.
- Checks written off an account or Bank located outside of the United States.
- Checks not payable in United States currency.

8. Warranties.

You represent and warrant to us that:

- a. any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- b. the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- c. the Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already paid;
- e. You will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
- f. You will employ reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g. You will only transmit Items that originated as paper Items;
- h. You will comply with all laws and regulations applicable to you in your use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- i. You will not deposit Items on behalf of third parties.

9. Disclaimer.

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our processors also do not guarantee that your access to the Service will be uninterrupted, error free or secure.

10. Limitation of Liability.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF THE MOBILE DEPOSIT CAPTURE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

11. Indemnification.

In addition to the indemnities contained in the Account Documentation, you agree to defend, indemnify and hold us harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. your breach of any of the warranties made by you pursuant to this Mobile Agreement or the Account Documentation; or
- b. any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

12. Grant of License.

To the extent we or our licensors make any software available to you via download on our website and/or any third party website for use in conjunction with the Service, we hereby grant, and you hereby accept, for the term of this Mobile Agreement, a non-exclusive, non-assignable, nontransferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.

13. Termination of Service.

We reserve the right to terminate the Service at any time without notice to you.

The provisions of sections 6, 7, 8, 9, 10 and 11 shall survive termination of this Mobile Agreement.

14. Use of Products.

- i. You agree that the Products will be used only by you and joint owners of respective accounts, provided that each Joint Owner agrees to be bound by the terms hereof and further that you will be liable for your joint owners' acts and omissions in connection with the Products. For purposes of this Agreement, "Joint Owner"

means those Individuals that control, are controlled by or are under common control with you. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.

- ii. Except as otherwise expressly provided herein, you will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.
- iii. You will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
- iv. You shall use the Products solely for personal and/or business purposes.
- v. You will notify us in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to you.

15. Amendment to Mobile Agreement.

This Mobile Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised Mobile Agreement. Your continued use of the Service will indicate your acceptance of the revised Mobile Agreement. Further, Extraco reserves the right, in its sole discretion, to change, modify, add or remove portions from the Service. Your continued use of the Service will indicate your acceptance of the revised Service.

14. Limitations of Service.

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

15. Miscellaneous.

If you receive notice of any claim regarding the Service, you shall promptly provide Extraco with a written notice of it.

16. Other Terms.

You may not assign this Mobile Agreement. This Mobile Agreement is entered into in Waco, Texas, and shall be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Mobile Agreement is unenforceable or invalid shall not render any other provision of this Mobile Agreement unenforceable or invalid.

17. Approving Transactions. The mobile device and tablet will mimic the user permissions, services and authorizations established in the desktop version. If the permissions have been enabled, User may approve and release ACH, Wire and Bill Pay transactions as well as approve positive pay exception items via the mobile device and/or tablet.

18. Receiving Secure Access Codes. Secure Access Codes will be delivered via voice call (direct landlines with no extensions) or via cell phones as well as via text messages. These codes will be used to login to the E-Business System for the first time, to gain access when User has forgotten Password, if User logs in from a new device as well as to access payment portals in the system, such as Wires and ACH.

19. Access. The mobile device and tablet will mimic the user permissions, services and authorizations established in the desktop version.

Please refer to FEE SCHEDULE for the pricing for online E-Business and Stop Payments.

EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

WIRE SERVICES AGREEMENT

Business Entity hereby requests Bank to act upon your instructions to transfer funds on the terms and conditions set forth in this Wire Services Agreement (hereinafter referred to as the "Wire Services Agreement"). The funds transfer services offered by Bank is a method to transfer funds by wire electronically for you. In consideration of the mutual covenants hereafter contained, you and Bank agree as follows:

I. AUTHORIZATIONS:

You will notify us of the individual(s) who are authorized to request transfers of funds from designated accounts and receive notifications by completing Form A (Authorization for the Transfer and Notification of the Receipt of Funds), which is attached hereto and made part hereof for all purposes.

We will accept any authorizations by an Authorized Representative for repetitive funds transfers that are made in accordance with the transactions on Form B (Authorization for Repetitive Funds Transfer), which is attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Repetitive Transfer Authorization").

II. SECURITY PROCEDURES:

The wire transfer request procedures set forth under III.A. "Initiating Wire Transfer Requests" constitute the Security Procedures that we will use to authenticate wire transfers initiated by your Authorized Representatives. You agree that the Security Procedures are commercially reasonable. You agree that if we act in good faith and comply with the Security Procedures, then wire transfers initiated in compliance with these Security Procedures shall be binding on you and shall be deemed authorized by you or your Authorized Representative, even if the wire transfer or transaction was not initiated by you or was fraudulently initiated.

If the bank does not follow the Security Procedures, but can prove the transfer request was originated or made by you or for your benefit, you will still be liable for the transfer amount plus transfer fees.

You agree that these Security Procedures are commercially reasonable for you in light of your size and the type and frequency of your typical wire transfer requests. We may, at times take additional steps to verify the legitimacy of wire transfer requests. Additional steps shall not be deemed part of the Security Procedures described herein and shall not, in any case, give rise to a liability or a standard of care on the part of the Bank beyond the Security Procedures described above.

Security Procedures are not designed to detect or correct errors in the transmission of wire requests. We are not responsible for detecting errors in the information you provide to us, even if we attempt to detect errors from time to time.

You and your authorized representatives are responsible for maintaining the secrecy and confidentiality of tokens, pins, usernames, logins, account numbers, and any other portion of wire transfer systems and procedures, Security Procedures, or related information.

We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or representatives for unauthorized disclosure or use of such numbers and codes. You will be responsible for any liability, loss or damage resulting from our actions in accordance with instructions to us from unauthorized persons when accompanied by the appropriate Personal Identification Numbers and/or Repetitive Number assigned to you or any of your Authorized Representatives.

Do not share tokens or passwords. You are responsible for changing passwords, tokens, logins, names of Authorized Representatives, and other related information when your Authorized Representatives resign, are terminated from employment, or are moved to a position that does not involve wire transfer requests at your organization. You are responsible for notifying the Bank of any such changes or events if the system Admin is unable to make these changes within the E-Business system.

III. TRANSFER REQUESTS:

Your Authorized Representative may direct us to initiate wire transfers to an account at another bank in accordance with the terms and conditions stated herein. Wire transfer requests will be accepted during the normal business hours of the Wire Transfer Department. Business hours are subject to change upon notice to you.

We will only accept a request for a wire transfer if the individual(s) makes the request in accordance with the requirements stated in under the heading "TRANSFER REQUESTS". You understand and agree that we may electronically record telephone conversations between your Authorized Representative and us. The decision to record any telephone conversation shall be solely within our discretion, and we shall have no liability for failing to do so.

We will be under no obligation to honor, either in whole or part, any wire transfer request (a) which exceeds the available balance in your account with us; (b) for which we were not able to obtain an authentication as stated herein; (c) which is not in accordance with any condition indicated by you and agreed to by us; or (e) which is not in accordance with any other requirements as stated herein.

We agree to use our best effort to execute all properly authorized wire transfer requests on the date received provided (i) such requests are received by us within the established deadline, and (ii) such day is a business day for us, the communication facility selected by us, and the receiving bank. Our cutoff time for **domestic outgoing wires** is **2:00 p.m CST**. Our cutoff time for **international outgoing wires** is **1:00 p.m CST**. Wires requests received after the applicable cutoff time on a business day will be treated as if they were received on the following business day.

In executing any wire transfer request, we may utilize such means of transmission as we reasonably select. We may initiate wire transfer requests in any order convenient to us.

A. Initiating Wire Transfer Requests

Wire transfer requests may be initiated at any Extraco Financial Center:

1. An Authorized Representative of Business Entity must fill out a wire transfer request form or have an Extraco officer or relationship banker fill out a wire transfer request form based on information provided by the Authorized Representative.
2. The Authorized Representative's photo ID is required in cases where the relationship banker or officer is not familiar with the Authorized Representative or Business Entity's normal wire activity.

Wire transfer requests may be initiated by fax transmission or by telephone.

1. An Authorized Representative must relay the information requested on the wire transfer form to an Extraco representative in Extraco's Wire Department. If the request is by fax, the information must be provided on Extraco's wire transfer request form. If the request is by telephone, the information may be relayed to a Wire Department representative who will fill out a request form based on the information provided by the Authorized Representative.
2. The Authorized Representative is required to provide the Authorized Representative's unique identification number (PIN) to the Wire Department representative. The PIN may be provided only by telephone during the

same conversation as the wire request or, if the request is by fax, during a follow-up telephone call between the Authorized Representative and the Wire Department representative.

3. If dual control is requested by Business Entity in writing, and agreed to by Extraco, an Extraco officer will call a second Authorized Representative of Business Entity to confirm the amount of a requested transfer, the name of the beneficiary of the transfer, and the second Authorized Representative's PIN.

Wire transfer requests may be initiated using Extraco's E-Business online banking software.

1. An Authorized Representative must login to the E-business portal using the Authorized Representative's unique username, password, and one-time token PIN.
2. The Authorized Representative must fill out the wire transfer request form within the E-business portal.
3. A Wire Department representative will call back the Authorized Representative to verify amount of the transfer and the name of the beneficiary of the wire transfer.

B. Authorization to Charge Account

Upon receipt of the numbers, codes and other information stated herein you hereby authorize us to charge your account(s) with us in the amount of the funds transfer requests and associated fees.

C. Errors and Rejections by Bank

Business Entity understands that Bank and any intermediary banks may execute wire transfer requests according to the identifying account and bank routing numbers provided by Business Entity. Business Entity understands that Bank may complete wire transfers by relying on account and routing numbers, even if the account or routing numbers conflict with the bank or beneficiary named by Business Entity. Bank may, but is not obligated to, reject wire transfers where the Business Entity provides incorrect or conflicting information. Business Entity understands that the beneficiary bank may also pay funds by relying upon the account number provided by Business Entity, even if the account number identifies a person different from the beneficiary named by Business Entity.

Bank may refuse to execute any wire transfer request at any time for any reason. Bank may refuse to execute any wire transfer if Business Entity does not have adequate available funds on deposit with Bank. Bank may refuse to execute any wire transfer request that, in its sole discretion, Bank believes to be illegal, suspicious, or fraudulent by / purchased from, that does not conform to Business Entity's agreements with Bank, or that does not conform to Bank policy or procedures. Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). By law, Bank will block wire transfers sent to persons on OFAC's list of Specially Designated Nationals and Blocked Person. Bank will block such funds until OFAC issues a written release to the bank. Bank will have no liability to Business Entity as a result of Bank's rejection of such wire transfers or as a result of blocking or refusing to transfer such funds. Bank will notify Business Entity of such rejection by any commercially reasonable means, including, but not limited to, by email, phone, or U.S. Mail.

Business Entity understands and agrees that, in Bank's sole discretion, Bank may share any and all information related to Business Entity's wire transfers and wire transfer requests with receiving banks, with state and federal law enforcement, and with the Bank's regulators. Bank will not share Business Entity's authenticating credentials, including PINs belonging to Authorized Representatives or Authorized Representative's usernames, logins, or tokens.

D. Rejection of Bank's Transfer Request

If Bank receives notice that Bank's transfer request was rejected, Bank shall notify Business Entity by any commercially reasonable method, including, but not limited to, by email, telephone, or U.S. Mail. In the event Bank's transfer request

is rejected, Bank shall have no further obligation to execute Business Entity's wire transfer request. Bank shall not be liable to Business Entity for failure of the execution or for not taking additional steps to execute the transfer so long as bank complied with this Wire Services Agreement with respect to the original wire transfer request.

E. Cancellation and Change by Business Entity

Business Entity shall have no right to cancel or change a request for wire transfer after a request for wire transfer has been received by bank according to the procedures described above. Nevertheless, Bank shall make reasonable efforts to act on a cancellation or change request received as follows:

A cancellation request shall be deemed authorized by Business Entity, if the request follows the Security Procedures, even if the request came from a person other than an Authorized Representative. A cancellation request, if accepted by the Bank, is not effective unless it complies with the Security Procedures. Bank shall have no liability to Business Entity or to others based on Bank's giving effect to a Business Entity's cancellation request or based on Bank's failure to give effect to a Business Entity's cancellation request.

F. Confirmation; Statement Reconciliation

We will send you an email confirmation upon request for each wire transfer request executed. Email confirmations will be sent to the email address provided in this Wire Services Agreement. Executed wire transfers will be reflected on your periodic account statement. You agree to notify us of any error, discrepancy, unauthorized transfer or any other objection immediately upon learning of any such error, discrepancy, unauthorized transfer or other objection. If you fail to notify us within fourteen (14) calendar days following the receipt of the confirmation advice or account statement, whichever is sooner, you expressly agree that we shall not be liable for any loss or liability with respect to such discrepancies or objections, unless otherwise provided by law, regardless of any ordinary care on our part.

G. Changes

From time to time, you may change (a) accounts from which funds transfers may be made; (b) Authorized Representatives; (c) conditions stated on Form A; (d) the instructions for repetitive transfers; and (e) other information. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us and signed by an Authorized individual(s). Changes, additions and deletions will become effective at such time we acknowledge receipt of written notice thereof.

The terms and conditions stated herein may be changed by us from time to time. Such changes shall become effective upon your receipt thereof, or otherwise as stated in our notice to you.

H. Limitation of Liability

You agree to assume full responsibility for all transfers made by us in accordance with the procedures stated herein except as otherwise provided in the case of unauthorized electronic funds transfers involving a consumer's account by Regulation E of the Federal Reserve Bank (12 C.F.R. Part 205). You further agree to assign to us no responsibility beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care if we have followed the procedures stated herein, or if you have not followed such procedures. We shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on behalf of any person not within our reasonable control or from any error, failure or delay in transmission of any funds transfer request including, without limitation, any inoperable communications facilities or other circumstances beyond our reasonable control, such as acts of God, difficulties, severe or adverse weather conditions, equipment or computer failure or destruction, acts of or failure to act by recipients of transferred funds and their personnel, criminal acts of personnel other than Bank personnel or other causes beyond our control.

You expressly agree to hold the Bank harmless and indemnify the Bank for any and all claims, demands, expenses (including, but not limited to, attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Wire Services Agreement, and attachments to the Wire Services Agreement, or other matter related to the Wire Services Agreement, including, but not limited to, any election made by the Bank to act or refrain from acting upon a funds transfer request when we are unable to obtain proper authentication, except for liability to you caused by the gross negligence of us; however, IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY US.

IV. ADDITIONAL TERMS AND CONDITIONS

A. Fees

You agree to pay such wire transfer fees imposed from time to time in accordance with our customary pricing policies, and to reimburse us for any direct or indirect transfer charges or expense incurred by us, including but not limited to, any access communication system charges, telex transmission charges, transfer commissions, and correspondence charges. Such fees, charges or expenses shall be paid by a debit to your account with us or, at our option, through account analysis and balance requirements.

B. No Waiver

Except for changes made in accordance with these items and conditions, no deviation, whether intentional or unintentional, shall constitute change hereto, and such deviation shall constitute a waiver of any right or duty of either party hereto.

C. Revocation

You shall have the right to reverse, adjust, or revoke a transfer request after it is received by us. If you request the reversal, adjustment or revocation of a transfer request, we may (but we are not obligated to) attempt to recover the funds from the transferee using whatever steps we deem appropriate, and you expressly agree to indemnify us against any costs, expenses, damages and liabilities, including attorney's fees, which we may incur in attempting to effect such recovery of funds. We make no representation or warranty as to our ability to revoke or cancel a transfer once made.

D. Account Agreement

The terms and conditions of your deposit account agreement with us are hereby incorporated by reference. If any inconsistency exists between such agreements and these terms and conditions, then these terms and conditions shall control, but only to the extent necessary. The Authorized Representative named on Form A shall be authorized to perform all acts, permitted hereunder on your behalf, whether or not they are authorized signatures on your deposit account agreement.

E. Notices

Unless otherwise stated herein, all requests and notices required or contemplated by these terms and conditions shall be in writing, signed by any authorized account signature, and sent via first class U.S. mail, or by hand delivery. Notice to us should be sent to the following address:

EXTRACO BANKS
Wire Transfer Department
P. O. BOX 20036
WACO, TEXAS 76702-0036

F. Modifications/Termination

This Wire Services Agreement may be modified or terminated at any time by either party by providing written notice to the other party. Termination of this Wire Services Agreement shall not terminate Section III H. (Limitation of Liability) of this Wire Services Agreement.

G. Invalidity

In the event that any one or more of the provisions contained in this Wire Services Agreement, for any reason, be held illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Wire Services Agreement.

H. Entire Agreement

This Wire Services Agreement, along with Form A (Authorization for the Transfer and Notification of the Receipt of Funds), Form B (Authorization for Repetitive Funds Transfers), and all schedules attached constitute the entire agreement between the Bank and Business Entity, and supersedes any and all other agreements either oral or in writing, between the parties in respect to the subject matter hereof.

I. Binding Effect

This Wire Services Agreement is binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

J. Headings

The headings of sections as used herein are for convenience only and shall not be construed to be a part of the text of the Wire Services Agreement.

K. Governing Law

This Wire Services Agreement shall be deemed to be a contract under and for all purposes shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States, including, but not limited to, the Uniform Commercial Code Article 4A, as adopted by the State of Texas and Subpart B of Regulation J 12 CFR 210.

Please refer to FEE SCHEDULE for the pricing for online Wires.

EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

ACH SERVICES AGREEMENT

RECITALS

- A. Business Entity wishes to initiate PPD and/or CCD Entries pursuant to the terms of this Agreement and the NACHA Operating Rules and Guidelines (the Rules), and Bank is willing to act as an Originating Depository Bank (ODFI) with respect to such Entries. The Business Entity may only initiate transactions as provided in Section 33.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Business Entity hereunder from which the Bank prepares Entries.
- C. The Bank's Board of Directors has identified the following SEC Codes shall never be processed as they do not adhere to the Board's Directive. The Business Entity may, at no time, process the following SEC Code(s): ARC, CIE, MTE, PBR, POP, POS/SHR, RCK, TEL, WEB, CBR, ACK/ATX, ADV, COR, DNE, ENR, TRC/TRX, or XCK. Within Board-approved SEC codes, Business Entity may process PPD and/or CCD.

AGREEMENT

1. NACHA Operating Rules and Guidelines (the Rules). The Bank shall provide the Business Entity with a copy of the Rules upon execution of the Agreement. The Business Entity agrees to comply with and be bound by the Rules. In the event the Business Entity violates any of the applicable Rules and NACHA imposes a fine on the Bank because of the Business Entity's violation, the Bank may charge the fine to the Business Entity. The Bank agrees to inform the Business Entity of revisions to the Rules within a commercially reasonable time after Bank gains knowledge of such revision. The Bank shall also supply the Business Entity with an updated copy of the Rules at least annually at Business Entity's expense.
2. U.S. Law. It shall be the responsibility of the Business Entity to ensure the origination of each ACH transaction complies with U.S. law.
3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.
4. Security Procedures.
 - a) The Business Entity and the Bank shall comply with the security procedure requirements described in Schedule A with respect to Entries transmitted by the Business Entity to the Bank. The Business Entity acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between the Bank and the Business Entity for the detection of any such errors in transmission or content of any Entry.
 - b) The Business Entity is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. The Business Entity warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides encrypted security for the entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties.

Additionally, The Business Entity warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and the safeguards described in this paragraph 4(b). Business Entity further agrees to take all reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures detailed in Schedule A. If the Business Entity reasonably suspects that any such information or instructions are accessed by unauthorized persons, the Business Entity will notify the Bank immediately by electronic transmission or in writing. Bank shall not be liable for any transfers made in good faith prior to its receipt of actual notice that an unauthorized transfer or unauthorized access may have occurred.

If the Business Entity reasonably suspects that any such information or instructions are accessed by unauthorized persons, the Business Entity will notify the Bank immediately by electronic transmission or in writing.

5. Processing, Transmittal and Settlement by Bank.

- a) Except as provided in Section 4, the Bank shall (i) process Entries received from the Business Entity in such manner as to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank (the "Fed"), and (iii) settle Entries as provided in the Rules.
- b) The Bank shall transmit such Entries to the Fed by the deadline set forth in the attached Schedule B one to two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Bank's related cut-off time set forth in attached Schedule B on a business day, (ii) the Effective Entry Date conforms to Schedule B, and (iii) the Fed is open for business on such business day, e.g. excluding Federal Holidays. For purposes of this Agreement, Entries shall be deemed received by the Bank in the case of electronic file transmission when the transmission is completed as provided in Schedule A.
- c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, the Bank shall use reasonable efforts to transmit such Entries to the Fed by the next deposit deadline on which the Fed is open for business.

6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with the Bank (an "On-Us Entry"), the Bank shall credit or debit 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 Section 5(b) are met. If either of those requirements is not met, the Bank shall use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. Rejection of Entries. The Bank shall have the right to reject any Entry which does not comply with the requirements outlined in this Agreement. The Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. The Bank shall have the right to reject any Entry if the Business Entity has failed to comply with its account balance obligations under Section 13. The Bank shall notify the Business Entity by electronic transmission or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the Fed, or in the case of an On-Us Entry, its Effective Entry Date. The Bank shall have no liability to the Business Entity 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.

In the event that any Entry is rejected by the Fed for any reason, it shall be the sole responsibility of the Business Entity to resubmit such Entry. Should a file be rejected due to an error caused by the Bank, the Bank shall be responsible for resubmitting such file. In such a case, the Business Entity will use its best efforts to supply sufficient information, as required in Section 24, to allow the Bank to recreate the entries for up to five (5) business days after midnight of the settlement date.

8. Cancellation or Amendment by Business Entity. The Business Entity shall have no right to the cancellation or amendment of any Entry after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Business Entity for cancellation of a File prior to transmitting it to the Fed, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. The Business Entity shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to effect the cancellation or amendment of a File.
9. Notice of Returned Entries. The Bank shall notify the Business Entity by email or via the reporting within E-Business of the receipt of a returned Entry from the ACH Operator no later than one business day after the business day of such receipt.
10. Notifications of Change. The Bank shall notify Business Entity of all Notifications of Change received by the Bank related to Entries transmitted by the Business Entity by email or via the reporting within E-Business no later than two (2) banking days after receipt thereof. The Business Entity shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Business Entity's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.
11. Re-initiation of Entries. The Business Entity may not reinitiate Entries except as prescribed by the Rules.
12. Payment by Business Entity for Entries; Payment by ODFI for Entries.
- (a) The Business Entity shall pay the Bank the amount of each credit Entry (including On-Us Entries) transmitted by the Bank pursuant to this Agreement at such time on for such credit Entry as the Bank, at its discretion, may determine.
 - (b) The Bank shall promptly pay the Business Entity the amount of each credit Entry returned by a Receiving Depository Bank pursuant to this Agreement.
 - (c) The Bank shall pay the Business Entity the amount of each debit Entry (including On-Us Entries) transmitted by the Bank pursuant to this Agreement at such time on the effective date of the file for such debit Entry as the Bank, at its discretion, may determine.
 - (d) The Business Entity shall pay the Bank the amount of each debit Entry returned by a Receiving Depository Bank pursuant to this Agreement.
13. The Account. The Bank, in its sole discretion, may, without prior notice or demand, obtain payment of any amount due and payable to the Bank under the Agreement by debiting the account(s) of the Business Entity identified in the ACH Application, and shall credit any such account of the Business Entity for any amount received by the Bank by reason of the return of an Entry transmitted by the Bank for which the Bank has previously received payment from the Business Entity. Such credit shall be made as of the day of actual receipt of such return by the Bank. The Business Entity shall at all times maintain a balance of available funds in such account(s) sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the an account of the Business Entity to cover the Business Entity's obligations under this Agreement, the Business Entity agrees that the Bank may debit any account maintained by the Business Entity with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to the Business Entity, in order to obtain payment of the Business Entity's obligations under this Agreement. In the event of any conflict between this Agreement and any deposit agreement governing any such account of the Business Entity, this Agreement shall control.

Upon request by the Bank, the Business Entity agrees to promptly provide to the Bank any information reasonably requested pertaining to the Business Entity's financial condition. The Bank reserves the right to obtain a credit report on the Business Entity at any time to evaluate the Business Entity's ongoing financial condition.

14. Account Reconciliation and Periodic Statement. The periodic statement issued by the Bank for the Business Entity's account will reflect Entries credited and debited to the Business Entity's account. The Business Entity agrees to notify the Bank promptly of any discrepancy between the Business Entity's records and the information shown on any such periodic statement. If the Business Entity fails to notify the Bank within 30 days of receipt of a periodic statement (except where applicable law provides a 60 day review period), such statement shall be deemed to be correct and the Business Entity agrees that the Bank shall not be liable for any other losses resulting from the Business Entity's failure to give such notice, including any loss of interest or any interest equivalent by / purchased from with respect to an Entry shown on such periodic statement.
15. Business Entity Representations and Agreements; Indemnity. The Business Entity agrees that (a) each person shown as the Receiver on an Entry received by the Bank from the Business Entity has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by the Bank as provided herein, (c) Entries transmitted to the Bank by the Business Entity are limited to those types of Entries set forth in this Agreement, (d) the Business Entity shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Business Entity shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Bank of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver of the amount credited and the Business Entity shall not be deemed to have paid the Receiver. The Business Entity shall indemnify the Bank against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.
16. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.
- a) The Bank shall be responsible only for performing the services expressly set forth in this Agreement, and shall be liable only for its negligence in performing those services. The Bank shall not be responsible for the Business Entity's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Business Entity) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Bank (including without limitation to the return of an Entry by such Receiver or Receiving Depository Banks), and no such person shall be deemed the Bank's agent. The Business Entity agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Bank is responsible for, any act of omission by the Business Entity or any other person described in this Section.
 - b) The Bank shall only be liable for the Business Entity's actual damages due to claims arising solely from the Bank's obligations to the Business Entity with respect to Entries transmitted pursuant to this Agreement. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage that the Business Entity may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.
 - c) The Bank 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 the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Bank reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- d) The Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account.
- e) The Bank is prohibited from disclosing a consumer's as well as non-consumer's account information to a third party that is not part of the original authorization for use in initiating a debit.

17. Compliance with Security Procedures.

- a) If an Entry (or a request for cancellation or amendment of a File) received by the Bank purports to have been transmitted or authorized by the Business Entity, it will be deemed effective as the Business Entity's Entry (or request) and the Business Entity shall be obligated to pay the Bank the amount of such Entry (or request) even though the Entry (or request) was not actually authorized by the Business Entity, whether or not the Bank acted in compliance with the security procedure referenced in Schedule A. If signature comparison is to be used as a part of that security procedure, the Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of the Business Entity and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. Inconsistency of Name and Account Number. The Business Entity acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank might be made by the Receiving Depository Bank (or by the Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Business Entity's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

19. Payment for Services. The Business Entity shall pay the Bank the charges for the services provided for herein set forth in the **Treasury Management Fee Schedule**. The Bank shall provide the Business Entity written notification of changes in fees and services 30 calendar days prior to such changes going into effect. Such charges do not include, and the Business Entity shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in this Agreement between the Bank and the Business Entity with respect to the Account.

20. Amendments. From time to time the Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt by the Business Entity of such written notice, or such later date as may be stated in the Bank's notice to the Business Entity.

21. Notices and Instructions.

- a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Business Entity or any other person, or to provide any notice or advice to the Business Entity or any other person with respect to any matter.
- b) The Bank 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. The Business Entity may add or delete any Authorized Representative by written notice to the Bank signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective on the 5th business day following the day of the Bank's receipt.

- c) Except as otherwise expressly provided herein, any written Agreement shall be delivered, or sent to the following 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 at the following address:

Treasury Management Department
Extraco Banks
18 South Main / Post Office Box 6101
Temple, TX 76503-6101

22. Data Retention. The Business Entity shall retain data on file adequate to permit remaking of Entries for 5 days following the date of their transmittal by the Bank as provided here, and shall provide such data to the Bank upon its request.
23. Third Parties. The Business Entity shall enter into contract with and assume full liability for any action made by any Third-Party Service Provider used by the Business Entity at its discretion to initiate Entries on its behalf. The Business Entity will notify the Bank in writing of the use of any such Third-Party Service Provider.
24. Reversing Entries. The Business Entity shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. The Business Entity shall notify Extraco within 24 hours of discovering the error, but within 5 banking days after the settlement date. Please note that reversals are only successful if the funds are available to be returned. This notification must be made by telephone to the ACH Department at 254-774-5611.
25. Audit. The Bank has the right to audit the Business Entity's compliance with the Rules, U.S. law, and Bank policies.
26. Termination. Either party may terminate this Agreement upon 30 calendar days' written notice to the other; provided, however that the Bank reserves the right to suspend or terminate this Agreement immediately for (i) any breach or suspected breach of any of the Rules or other violation of this Agreement by the Business Entity in a manner that permits the Bank to comply with the Rules, (ii) the initiation of any voluntary or involuntary bankruptcy proceeding against Business Entity, or if Business Entity is otherwise declared insolvent, or (iii) the closing of all accounts with Bank by the Business Entity. Any termination of this Agreement shall not affect any of the Bank's rights or the Business Entity's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Business Entity with respect to services performed by the Bank prior to termination.
27. Cooperation in Loss Recovery Efforts. In the event of any damages for which the Bank or the Business Entity may be liable to each other or to any third-party pursuant to the services provided under this Agreement, the Bank and the Business Entity 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 any third-party.
28. Entire Agreement. This Agreement, including the Schedules attached hereto, together with the Account Application and Agreement, is the complete and exclusive statement of the Agreement between the Bank and the Business Entity with respect to the subject matter hereof and supersedes any prior Agreement(s) between the Bank and Business Entity with respect to such subject 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 would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject to, 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 the Bank shall incur no liability to the Business Entity as a result of such violation or amendment.

29. Non-Assignment. The Business Entity may not assign this Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.
30. Waiver. The Bank may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modification of the terms of this Agreement.
31. Binding Agreement; Benefit. This Agreement shall be binding upon and 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 the Bank or the Business Entity hereunder.
32. Severability. In the event that any provision of this Agreement shall be determined to be 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.

Origination Agreement for Direct Deposit (PPD)

AGREEMENT

33. Transmittal of Entries by Business Entity. The Business Entity shall transmit PPD credit Entries to the Bank in compliance with the formatting and other requirements set forth in the attached Schedule A.
34. Exposure Limits. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Business Entity to the Bank shall comply with limits set forth in the Agreement's Schedule F.
35. Authorization. The Business Entity will obtain Authorization for PPD credit Entries in accordance with the Rules and U.S. law. The Business Entity will retain a record of the Authorization for a period of two (2) years from the termination or revocation of the Authorization. The Business Entity shall, upon request within 5 business days, provide the Bank an original or copy of the Receiver's Authorization for PPD Entries.
36. Pre-notifications. If Business Entity elects to send pre-notifications, Business Entity will send pre-notes three (3) banking days prior to initiating the first Entry to a Receivers account. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules and Schedule A. Should the Business Entity receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries shall not be initiated. Should the Business Entity receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.
37. Reporting Requirement. Bank will provide reporting information to NACHA for Business Entity regarding PPD Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

Origination Agreement for Consumer Payments (PPD)

AGREEMENT

38. Transmittal of Entries by Business Entity. The Business Entity shall transmit PPD debit Entries to the Bank in compliance with the formatting and other requirements set forth in the attached Schedule A.

39. Exposure Limits. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Business Entity to the Bank shall comply with limits set forth in the attached schedule F.

40. Assumption of ODFI Warranties. The Business Entity warrants to the Bank that the Business Entity makes the warranties and assumes the liabilities of the Bank under the PPD rules, including ensuring the Originator:

(a) Obtains Authorization for PPD Entries in accordance with the Rules and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. The Business Entity shall, upon request within 5 business days, provide the Bank an original or copy of the Receiver's Authorization for PPD Entries.

(b) If Business Entity elects to send pre-notifications, Business Entity will send pre-notes three (3) banking days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules and Schedule A. Should the Business Entity receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries shall not be initiated. Should the Business Entity receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.

(c) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.

(d) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

41. Reporting Requirement. Bank will provide reporting information to NACHA for Business Entity regarding PPD Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

Origination Agreement for Corporate Payment Applications (CCD)

AGREEMENT

42. Transmittal of Entries by Business Entity. Business Entity shall transmit CCD Entries to Bank in compliance with the formatting and other requirements set forth in the attached Schedule A.

43. Exposure Limits. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Business Entity to the Bank shall comply with limits set forth in the attached Schedule F.

44. If Business Entity elects to send pre-notifications, Business Entity will send pre-notes three (3) banking days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules and Schedule A. Should the Business Entity receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries shall not be initiated. Should the Business Entity receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.

45. Applies only if Business Entity is initiating Credit Entries. Uniform Commercial Code Article 4A (UCC-4A) Disclosure. In regards to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:

1. the Entry may be transmitted through the ACH;

2. the rights and obligations of the Originator concerning the Entry shall be governed by and construed in accordance with the laws of the State of Texas;
3. credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
4. if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

46. Applies only if Business Entity is initiating Debit Entries. Reporting Requirement. Bank will provide reporting information to NACHA for Business Entity regarding CCD debit Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

Schedule A

ACH Transmittal and Security Procedures

Security Procedures:

(a) The Bank 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.

(b) The Bank will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Business Entity or the authenticity of any instruction, direction or information provided.

(c) The Bank may, but is under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the Rules, or for other reasons. Such files will require authorization by an Authorized Representative of the Business Entity before transmission to the ACH Operator.

(d) The Bank suggests the following minimum levels of network and computer security for all Originators

- Up-to-Date Internet Security Suite (Anti-Virus, Anti-Malware, etc.) Software.
- Software and/or Hardware based Firewalls.
- Vendor supplied security updates are applied to systems in a timely manner.
- Employees are provided with security-based training materials to promote the awareness of current security risks and how to prevent becoming a victim.

(e) Account Security - The Bank recommends the following account security:

- Files initiation and transmission under dual-control.
- Initiation and transmission on stand-alone PCs that are not used for web-surfing or email.
- Trusted IP (requires static IP address) which limits IP addresses allowed access to Cash Management.
- Time Restrict to prevent users from logging in to Cash Management outside their own individually designated hours.
- One-Time Use PIN / Token technology.
- Out of Band Authentication such as Call Backs, Fax Verification, IP Address Authentication, SMS Code, etc.
- The Business Entity will not process files using Administrator credentials.
- New or altered credentials will require authorization before becoming active.

(f) Opt Out

If the Business Entity opts-out of the following security recommended by Bank, the Business Entity understands the risks associated with refusal and assumes all liability.

- Dual control (opt-out recommended only in cases of single User situation as recognized by Bank).
- Initiation and transmission on stand-alone PCs not used for web-surfing or email.
- Trusted IP Addresses for Cash Management.
- Time Restrict for Cash Management.

Electronic File Transmission

The Business Entity will transmit files to Extraco Banks ACH Department; P.O. Box 6101; Temple, TX 76503-6101; (254) 774-5611. The Business Entity's Authorized Representative will have access to the ACH system by utilizing the pre-arranged logon procedures, remote ID, and file ID.

The Business Entity's Authorized Representative will provide the Bank with verification of the totals contained in the transmission by sending an email transmission to the Bank's Contact. In the event that the Business Entity or the Authorized Representative is unable to email the information, the Business Entity's Authorized Representative will telephone the Bank's Contact with the verification.

The Bank will anticipate the receipt of an ACH file transmission from the Business Entity on each scheduled processing date identified by the Business Entity in writing and agreed to by the Bank. The Business Entity is responsible for ensuring that the Bank receives the transmission on each processing date indicated in the processing schedule. The Business Entity's Authorized Representative will notify the Bank if a transmission will not take place on the prearranged scheduled processing date.

The Bank will verify that the file totals agree with the Business Entity information given by phone. In the event of a discrepancy in the totals, the Bank will call the specified Business Entity Authorized Representative designated by an authorized signatory of the Business Entity. If an Authorized Representative is not available for notification, the file will not be processed until the Business Entity's Authorized Representative can be contacted on the next business day.

The Business Entity is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Business Entity's personal computer and used for ACH money transfer. The Business Entity agrees to comply with written procedures and security enhancements provided by the Bank for the creation, maintenance, and initiation of ACH money transfers.

The Business Entity is solely responsible for access by its employees of the data files maintained on the Business Entity's computer.

The Business Entity is responsible for operator security procedures on the computer(s) used to access the program / system.

The Business Entity asserts that appropriate security measures will remain in place to identify and protect Business Entity equipment and records from unauthorized access. The Business Entity acknowledges that by signing this document the Business Entity understands that it is responsible for protecting their systems.

Prefunding Transactions for ACH

Prefunding is the requirement to pay in advance or immediately for all transactions processed by the bank regardless of the payment due or value date.

If you would like to use the Prefunding Option, paying for transactions prior to the payment due dates, you need to fund your payments in advance. Your profile must be set up as "Prefund".

When you send us a transaction file, we immediately verify the availability of funds in your Extraco Banks account, and if funds are available we immediately debit your account regardless of the payment date or value date of your payments. If funds are not available, we will block your entire transaction file and your payments will not be processed. In cases like this, you will need to ensure sufficient funds are in your account to cover these transactions. If your payments are due on the same day or the next day, you should contact the ACH Department to unblock your file, especially if it is close to the cut-off time.

To avoid delaying your transactions, we recommend that sufficient funds are available in your account prior to sending your payments for processing.

Same Day ACH

SAME DAY ENTRIES. A Credit or Debit Entry with an Effective Entry Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in Schedule B shall be considered to be a Same Day Entry. IAT and Entries above \$25,000 are not eligible for Same Day ACH processing. In addition to any other fees that Business Entity is obligated to pay Bank, Business Entity hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Business Entity. Please see the **EXTRACO BANKS TREASURY MANAGEMENT MASTER DISCLOSURE AGREEMENT - Treasury Management Fee Schedule for Same Day ACH pricing.**

**Please note that if Business Entity would like Same Day payments, the Effective Date in the file must be for that day. Please make sure your Effective Date is for the intended date of payment.

Schedule B

ODFI Processing Schedule

Consumer & Business ACH Debit Transactions

Deadline: 2:00pm CST

Day of Delivery: 1 Banking Business Day Prior to Effective Entry Date

Consumer & Business ACH Credit Transactions

Deadline: 2:00pm CST

Day of Delivery: 1-2 Banking Business Days Prior to Effective Entry Date

Consumer & Business SAME DAY ACH Credit / Debit Transactions

Deadline: 12:30pm CST to meet the 1:45pm Fed Deadline

2:30pm CST to meet the 3:45pm Fed Deadline

Day of Delivery: Same Day

**Please note that if Business Entity would like Same Day payments, the Effective Date in the file must be for that day. Please make sure your Effective Date is correct.

Schedule F

Exposure Limit Disclosure

Credit Origination:

Maximum File Value _____

Maximum Entry Value _____

Maximum Per Day _____

Debit Origination:

Maximum File Value _____

Maximum Entry Value _____

Maximum Per Day _____

Overall:

Maximum Monthly Aggregate Credits _____

Maximum Monthly Aggregate Debits _____

Frequency _____

Note: ACH Exposure limits are subject to periodic review by the Bank which may or may not result in an increase (or decrease) of established limits.

EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

POSITIVE PAY / ACH POSITIVE PAY / REVERSE POSITIVE PAY SERVICES AGREEMENT

Extraco and Business Entity agree that Business Entity has requested Extraco to provide Positive Pay/ACH Positive Pay/Reverse Positive Pay Services and Extraco has agreed to provide such services in accordance with the terms and conditions in this Agreement. Therefore, Extraco and Business Entity agree as follows:

DEFINITIONS

POSITIVE PAY – ACH POSITIVE PAY - REVERSE POSITIVE PAY

Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in the Texas Business and Commerce Code Articles 3 and 4 ~ “Negotiable Instruments” and “Bank Deposits and Collections.” In this Agreement:

“ACH Exception Item” (ACH Positive Pay) means an ACH Item that is determined by Extraco to not match the Authorization Rules established by Business Entity.

“ACH Excluded Item” (ACH Positive Pay) means a debit or credit item presented against an Authorized Account via the Automated Clearing House system and which has one of the Standard Entry Class (“SEC”) codes set forth on Attachment B hereto.

“ACH Item” (ACH Positive Pay) means a debit or credit item presented against an Authorized Account via the Automated Clearing House system that is not an ACH Excluded Item.

“ACH Positive Pay” (ACH Positive Pay) means you will choose if debits, credits, or both will be presented daily for review. These items will be presented electronically through Extraco’s E-Business service.

“Agreement” means this (Positive Pay/ACH Positive Pay/Reverse 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.

“Authorization Rule” (ACH Positive Pay) means a rule identified and defined by Business Entity for all pre-authorized ACH Items, and/or a filter blocking for all or specific standard entry class codes for an ACH Items, which may include the originating Business Entity, standard entry class, transaction type (debits and/or credits), maximum authorized dollar amount, or other rules identified and defined by Business Entity.

“Authorized Account” (All) means the account(s) of the Business Entity, maintained at Extraco, to which the Positive Pay/ACH Positive Pay/Reverse Positive Pay Services rendered by Extraco will apply. A list of Authorized Account(s) is included on the Application.

“Authorized User” (All) means the individual(s) who with or without Business Entity’s authorization, accesses Extraco’s E-Business service as provided to Business Entity and submits Check Issue Files and Return Requests to Extraco.

“Banking Day” (All) means a day Extraco is open to the public for the acceptance of checks for cashing or depositing.

“Business Day” (All) means a day Extraco is open to the public for carrying on substantially all of its business.

“Check Issued File” (Positive Pay) means a record describing checks by serial number, date issued and exact amount as drawn by Business Entity on an Authorized Account, provided by Business Entity to Extraco under this Agreement.

“Exception ACH Item Report” (ACH Positive Pay) means a record listing Exception ACH Items, which is provided by Extraco and available to Business Entity electronically through Extraco’s E-Business service.

“Exception Check” (Positive Pay/Reverse Positive Pay) means a Presented Check that: (a) does not match a check included in a Check Issued File; (b) is presented to Extraco for payment more than 180 days after its date of issue; or (c) cannot be electronically processed because of mutilation; obliterated, covered, or faulty magnetic ink used to imprint the check number, account number, or amount on the Presented Check; or for any other reason and whether resulting from Extraco’s processing or from the handling of other institutions involved in the check clearing and collection process.

“Exception Check Report” (Positive Pay/Reverse Positive Pay) means a record listing Exception Checks, which is provided by Extraco and available to Business Entity electronically through Extraco’s E-Business service.

“Positive Pay Services” (Positive Pay/ACH Positive Pay) means the processing of Check Issued Files and ACH Items (including but not limited to Exception Checks and ACH Exception Items) used to identify fraudulent checks and ACH items attempting to clear Authorized Account(s) enrolled under in this Agreement.

“Presented Check” (Positive Pay/Reverse Positive Pay) means a check drawn on an Authorized Account and presented to Extraco for payment.

“Presentment Report” (Reverse Positive Pay) means a record describing checks by serial number, date issued and exact amount as drawn by Business Entity on an Authorized account, provided by Extraco to Business Entity under this Agreement.

“Return Request” (Positive Pay/Reverse Positive Pay) means the instructions of the Business Entity to Extraco directing Extraco not to pay an Exception Check or Exception ACH Item.

“Reverse Positive Pay Services” (Reverse Positive Pay) means the processing of Presentment Reports used to identify fraudulent checks attempting to clear Authorized Accounts(s) enrolled under this Agreement.

POSITIVE PAY / ACH POSITIVE PAY SERVICES

Payment of Presented Checks and Reporting of Exception Checks. Business Entity shall submit a Check Issued File to Extraco as provided in this Agreement under the caption DELIVERY ARRANGEMENTS AND TIMING. It is the responsibility of Business Entity to routinely and regularly update the Check Issued File. Extraco is not liable to the Business Entity or to any third party for the payment or rejection of items or for the erroneous payment or rejection of an item. Business Entity will ensure that all issued checks described in the Check Issued File meet the minimum check standards and specifications of the American National Standards Institute with respect to character position and information.

Extraco shall compare each Presented Check by serial number and amount against the applicable Check Issued File received by Extraco. On each Banking Day or Business Day, Extraco may make payment for and charge to the Authorized Account on that Business Day or the following Business Day if payment occurs on a Banking Day, each Presented Check that matches serial number and amount of check listed in the applicable Check Issued File.

Extraco will make the Exception Check Report available to Business Entity in accordance with the terms in this Agreement under the caption DELIVERY ARRANGEMENTS AND TIMING.

Payment of Exception Checks. Business Entity agrees to promptly review and verify the Exception Check Report and submit a timely Return Request to Extraco as provided in this Agreement for any Exception Check the Business Entity objects to payment. Extraco may finally pay and charge to the Authorized Account any Exception Check provided that Business Entity has not objected to such payment in a timely Return Request. Extraco shall not be obligated to comply with any Return Request received in a format or medium, after a deadline, or in a manner not permitted under this Agreement.

Payment of ACH Exception Items. Business Entity will define all Authorization Rules for an Authorized Account. Authorization Rules will be compared against ACH Items presented to Extraco for payment. ACH Items presented for payment will include all items received by Extraco in cash letters from the Federal Reserve Bank, correspondent and other banks. Extraco will process ACH Items according to the Authorization Rules provided by the Business Entity. ACH Excluded Items are specifically excluded from ACH Items and ACH Exception Items, and will post to the Authorized Account so long as funds are available in the Authorized Account. Extraco will identify all ACH Exception Items on an ACH Exception Item Report. Business Entity agrees to promptly review and verify the Exception ACH Item Report and submit a timely Return Request to Extraco as provided in this Agreement for any ACH Exception Items the Business Entity objects to pay. Extraco may finally pay and charge to the Authorized Account any ACH Exception Item provided that Business Entity has not objected to such payment in a timely Return Request. Extraco shall not be obligated to comply with any Return Request received after a deadline or in a manner not permitted under this Agreement.

Rightful Payment and Dishonor. If Business Entity does not issue a Return Request to Extraco for an Exception Check or Exception ACH Item in accordance with the terms of this Agreement, and Extraco honors such Exception Check or Exception ACH Item, such honor shall be rightful, and Business Entity waives any right it may have to assert that the Exception Check or Exception ACH Item was not properly payable under Section 4.401 of the Texas Business and Commerce Code.

DELIVERY ARRANGEMENTS AND TIMING - POSITIVE PAY / ACH POSITIVE PAY SERVICES

Business Entity shall provide each Business Day, through Extraco’s E-Business service, a Check Issued File no later than **4:00 PM CST** for next Business Day processing. Extraco will make available an Exception Check Report to Business Entity electronically through Extraco’s E-Business service each Business Day by approximately **7:30 AM CST**. Business Entity shall review the Exception Check Report and specify which exceptions Business Entity decides to pay or return and provide an electronic decision of the reviewed exception through Extraco’s E-Business service no later than **10:30 AM CST** of the same day the Exception Check Report is received.

Extraco and Business Entity agree that the Check Issued File that Extraco will use to compare Presented Checks presented to Extraco for cashing, issuance of Cashier’s Checks or for other irrevocable settlement purposes will be the most recent Check Issued File received on a prior Business Day and that Extraco will decline to accept such checks not listed in such Check Issued File.

Any ACH Item presented against an Authorized Account, will be available for review based on instructions from Business Entity to review debits, credits, or both. Extraco will make available an ACH Exception Item Report to Business Entity electronically through Extraco’s E-Business service each Business Day by approximately **7:30 AM CST**. Business Entity shall review and specify which exceptions Business Entity decides to pay or return and provide an electronic decision of the ACH Exception Item through Extraco’s E-Business service no later than **10:30 AM CST** of the same

day the ACH Exception Item Report is received. Extraco then will process the ACH Exception Item in question according to the instructions provided by the Business Entity, if any.

REVERSE POSITIVE PAY SERVICES

Payment of Presented Checks and Reporting of Exception Checks. Extraco will send to Business Entity a daily Presentment Report. It is the responsibility of Business Entity to routinely and regularly review the Presentment Report and communicate to Extraco, in a manner acceptable to Extraco and by the Cutoff Time. Business Entity's decision to "Pay" or "Do Not Pay and Return" any such checks. If Business Entity fails to communicate its decision prior to the deadline specified herein, the checks in the Presentment Report will be automatically handled based on the Business Entity's predetermined Default Response, which may be "Pay" or "Do Not Pay and Return" as indicated in this Agreement, Attachment A. Extraco is not liable to the Business Entity or to any third party for the payment or rejection of items or for the erroneous payment or rejection of an item, including but not limited to detecting any Business Entity error contained in any "Pay" or "Do Not Pay and Return" request sent by Business Entity to Extraco. Business Entity will ensure that all issued checks described in the Presentment Report meet the minimum check standards and specifications of the American National Standards Institute with respect to character position and information.

Checks presented over-the-counter for deposit will be provided for Business Entity's review on the following business day. Reverse Positive Pay is not available for checks presented over-the-counter for cash. The only means to ensure that such check is not paid by Extraco is for Business Entity to timely place a "Stop Payment" order; otherwise such checks may be cashed if Extraco's standard protocols are met.

Extraco will make the Exception Check Report available to Business Entity in accordance with the terms in this Agreement under the caption DELIVERY ARRANGEMENTS AND TIMING.

Payment of Exception Checks. Business Entity agrees to promptly review and verify the Exception Check Report included in the Presentment Report and submit a timely Return Request to Extraco as provided in this Agreement for any Exception Check the Business Entity objects to payment. Extraco may finally pay and charge to the Authorized Account any Exception Check provided that Business Entity has not objected to such payment in a timely Return Request. Extraco shall not be obligated to comply with any Return Request received in a format or medium, after a deadline, or in a manner not permitted under this Agreement.

Rightful Payment and Dishonor. If Business Entity does not issue a Return Request to Extraco for an Exception Check in accordance with the terms of this Agreement, and Extraco honors such Exception Check, such honor shall be rightful, and Business Entity waives any right it may have to assert that the Exception Check was not properly payable under Section 4.401 of the Texas Business and Commerce Code.

DELIVERY ARRANGEMENTS AND TIMING - REVERSE POSITIVE PAY SERVICES

Extraco will make available the Presentment Report to Business Entity electronically through Extraco's E- Business service each Business Day by approximately **7:30 AM CST**. Business Entity shall review the Presentment Report and specify which exceptions Business Entity decides to pay or return and provide an electronic decision of the reviewed exception through Extraco's E-Business service no later than **10:30 AM CST** of the same day the Presentment Report is received ("the Cutoff Time").

LIABILITY OF EXTRACO

Extraco shall be responsible only for performing the services it expressly agrees to perform in this Agreement and shall be liable only for direct damages caused by its negligence in performing those services. Extraco shall not be responsible for any acts or omissions of Business Entity, including without limitation the amount, accuracy, timeliness of delivery or Business Entity authorization of any item or instruction received from Business Entity, or any act or omission of any other person, including without limitation any transmission or communications facility, and data processor of Extraco. In no event shall Extraco be liable for any consequential, special, punitive, indirect loss or damage which Business Entity may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Business Entity's acts or omissions in performing its obligations under this Agreement. Extraco shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, the interruption of transmission or communication facilities, computer malfunction or equipment failure, war, emergency conditions, or other circumstances beyond Extraco's reasonable control.

TERM OF AGREEMENT AND TERMINATION THEREOF

Extraco or Business Entity may terminate this Agreement by giving the other ten (10) calendar days prior written notice, stating the termination date, except that Extraco may terminate this Agreement without notice if Business Entity breaches any obligations under this Agreement. Termination shall not affect any of Extraco's rights or Business Entity's obligations under this Agreement prior to the effective date of such termination.

CONFIDENTIALITY

Business Entity acknowledges that it may have access to certain confidential information regarding Extraco's execution of services contemplated by

this Agreement. Business Entity shall not disclose any such confidential information of Extraco and shall use such confidential information only in connection with the transactions contemplated by this Agreement.

INDEMNIFICATION

Business Entity shall defend, indemnify, and hold harmless Extraco, and its officers, directors, agents and employees, from and against any and all actions, costs, claims losses, damages or expenses, including attorney's fees and expenses, resulting from or arising out of any breach of any of the agreements, representations, or warranties contained in this Agreement; or any act or omission or any other party acting on behalf of the Business Entity.

PAYMENT FOR EXTRACO'S SERVICES

Please see **EXTRACO BANKS TREASURY MANAGEMENT MASTER DISCLOSURE AGREEMENT - Treasury Management Fee Schedule**. The fees for services provided by Extraco under this Agreement may be amended by Extraco from time to time, notice of which will be provided to Business Entity at least 30 calendar days prior to the effective date of any amendment.

GENERAL PROVISIONS

Amendments. Extraco may amend any part of this Agreement effective immediately upon notice to Business Entity except that Business Entity will be provided at least 30 calendar days' notice prior to any amendments to the fees for services provided by Extraco under this Agreement.

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.

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.

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 Extraco or to the Business Entity, whether by merger, consolidation or otherwise.

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.

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.

Stop Payment. This Service shall not be used as a substitute for Extraco's stop payment service. Business Entity shall follow Extraco's standard stop payment procedures if Business Entity desires to return a matching check, or any other check that was validly issued.

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

Arbitration. Extraco and Business Entity agree that all disputes, claims and controversies between them, arising from this Agreement or otherwise, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party.

Positive Pay Services - Attachment B –ACH Excluded Item SEC Codes

- ACK (Acknowledgment Entry)
- ADV (Automated Accounting Advice)
- ARC (Accounts Receivable Entry)
- ATX (Acknowledgment Entry)
- BOC (Back Office Conversion)
- COR (Automated Notification of Change)
- DNE (Death Notification Entry)
- ENR (Automated Enrollment Entry)
- MTE (Machine Transfer Entry)
- POP (Point of Purchase)
- RCK (Represented Check Entry)

SHR (Shared Network Transaction)

TRC (Truncated Entry)

XCK (Destroyed Check Entry)

Rxx (return reason code)

Cxx (correction reason code)

EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

REMOTE DEPOSIT SERVICES AGREEMENT

Extraco and Business Entity agree that Business Entity has requested Extraco to provide Remote Deposit services and Extraco has agreed to provide such services in accordance with the terms and conditions of this Agreement. Extraco and Business Entity agree as follows:

The Service:

Extraco will provide Remote Deposit Services to Business Entity for the purpose of electronically depositing from Business Entity's premises Original Checks received in the ordinary course of business into selected Deposit Accounts identified to Extraco on the Application, attached hereto. Business Entity will lease / purchase Processing Equipment to be approved in advance by Extraco that is (1) compatible with the Processing Check Scanning Device lent by / purchased from Extraco to Business Entity, and (2) sufficient to permit Business Entity to perform Remote Deposit activities. Business Entity is permitted to truncate Original Checks received in payment and subsequently destroy such checks after a period of time as herein specified under the caption Business Entity Responsibilities.

The Remote Deposit Services contemplated under this Agreement shall not include the origination on Business Entity's behalf of electronic signals for paperless electronic debits by means of Automated Clearing House (ACH) entries. Without notice to Business Entity, Extraco may, but is not required, to process items by such ACH debit entries when deemed necessary or advisable at Extraco's sole discretion; and such election and processing shall not alter or render invalid the covenants or agreements expressed in this Agreement.

Definitions:

Unless otherwise defined in this Agreement, words or phrases applicable to this Agreement shall have the meanings set forth in Regulation CC (Volume 12 of the U. S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (FRB); and in Articles 3 and 4 of the Texas Business and Commerce Code.

"Agreement" means this Remote Deposit Services Agreement as it may be amended from time to time, including any attachments thereto which are incorporated herein by reference.

"ANS X9.13" means the standard promulgated by ANSI entitled "Specifications for Placement and Location of MICR Printing" for Original Checks, or any amended or successor standard designated by the FRB.

"ANS X9.37" means the standard promulgated by ANSI entitled "Specifications for Electronic Exchange of Check and Image Data" or any amended successor standard designated by the FRB for all forward and return image cash letter files.

"ANS X9.100-140" means the image quality standard promulgated by ANSI entitled "Specifications for an Image Replacement Document – IRD" or any amended or successor standard designated by the FRB.

"ANSI" means the American National Standards Institute.

"Business Day" means a day Extraco is open to the public for carrying on substantially all of its business.

"Check 21" means FRB Regulation CC, Subpart D, promulgated to implement the provisions of the Check Clearing for the 21st Century Act.

"CTA" means the Check Clearing for the 21st Century Act.

“Electronic Deposit” means a file that contains information regarding each Sufficient Image Copy to be transmitted by Business Entity to Extraco in the same batch as the Electronic Deposit and that meets all of the requirements imposed from time to time by Extraco.

“Image Exchange Item” means any paper image or copy of an Original Check, Substitute Check, Sufficient Image Copy, or reproduction thereof, including a paper printout of an electronic image or photocopy.

“MICR” or “Magnetic Ink Character Recognition Line” means the numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with the Standards.

“Original Check” means the first paper check issued to or endorsed in favor of Business Entity with respect to a particular payment transaction. The term “original check” does not include: (a) a noncash item as defined in Regulation CC (Volume 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve; (b) an item payable in a medium other than United States money; (c) or an item drawn by Business Entity or affiliate of Business Entity, on an account of Business Entity or affiliate of Business Entity on Extraco or any other Bank.

“Processing Check Scanning Device” [“Scanner”] means a scanner lent by / purchased from Extraco to Business Entity that is capable of capturing an electronic image of an Original Check for purposes of transmitting the image to Extraco in connection with the services contemplated under this Agreement.

“Personal Computer Unit” means the processing computer equipment, software, and compatible Internet accessibility purchased by Business Entity and approved by Extraco to permit Business Entity to engage in Remote Deposit activities.

“Processing Equipment” means the personal computer unit, keyboard, mouse purchased by Business Entity and approved by Extraco to permit Business Entity to engage in Remote Deposit activities.

“Reconverting Bank” means (1) a bank, including Extraco, that creates a Substitute Check; or (2) with respect to a Substitute Check that was created by a person not a bank, the first bank that transfers, presents, or returns that Substitute Check or, in lieu thereof, the first paper or electronic representation of that Substitute Check.

“Standards” means the applicable standards set forth in CTA, Check 21 or as promulgated by ANSI for image quality and transmission protocols, including but not limited to ANS X9.13 and ANS X9.100-140 (or any amendment or substitute for such standards as may be promulgated from time to time), whether such standard pertains to the MICR Line, the image quality of the Original Checks, the placement of an image of the Original Check on the Substitute Check, or the manual or electronic transfer of a Sufficient Image Copy or other electronic representation of an Original Check or Substitute Check, unless the FRB, by rule or order determines that a different standard is to apply.

“Substitute Check” means a paper reproduction of an Original Check that (1) contains an image of the front and back of the Original Check; (2) bears a MICR line that, except as provided under the applicable Standard, contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check’s MICR line before an image of the Original Check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140 (unless the FRB by rule or order determines that different standard applies); and (4) is suitable for automated processing in the same manner as the Original Check.

“Sufficient Copy” and “Copy” means (1) a sufficient copy is a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Checks was truncated or is otherwise sufficient to determine whether or not a claim is valid. (2) A copy of the Original Check means any paper

reproduction of an Original Check, including a paper printout of an electronic image of the Original Check, a photocopy of the Original Check, or a Substitute Check.

“Sufficient Image Copy” means an electronic image of an Original Check or Substitute Check that is capable of printing a Sufficient Copy of such Original Check or Substitute Check.

“Truncate” means to remove an Original Check from the forward collection or return process and send to a recipient, in lieu of such Original Check, a Substitute Check or, by agreement, information relating to the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check), whether with or without the subsequent delivery of the Original Check.

Procedures:

The images captured and transmitted by Business Entity through Remote Deposit shall be sufficient for Extraco or any subsequent Reconverting Bank, to print and distribute a Substitute Check in compliance with the Standards.

Transmission Timing Requirements:

Extraco will process the Business Entity’s electronic images that are Sufficient Image Copies after it has received Business Entity’s transmission of electronic images. Extraco will use commercially reasonable efforts to present the Sufficient Image Copies for collection under the Check 21 framework. Extraco will provide same day ledger credit to Business Entity’s deposit account for all Sufficient Image Copies successfully and completely transmitted by Business Entity in accordance with the requirements of this Service no later than **6:00 PM CST** on a Business Day. Extraco shall not have any responsibility for a file not successfully and completely transmitted; or which contains errors of any kind from any source or resulting from or caused by any reason that prevents processing; or for providing ledger credit on the same day a file is begun to be transmitted by Business Entity unless the file containing the electronic deposit is fully received prior to the above cut-off time. For transmissions received after the above cut-off time on a Business Day or received at any time on a non-Business Day, Extraco will provide ledger credit to Business Entity’s deposit account on the next following Business Day.

Availability of Deposited Funds:

Business Entity and Extraco agree that funds deposited through the Remote Deposit process as set forth herein shall be considered deposited in Temple, Texas and will be made available for withdrawal in accordance with the Funds Availability Policy and any amendments thereto as previously provided to Business Entity.

Term of Agreement and Termination Thereof:

The term of this Agreement shall be for a period of one year from the date hereof and will automatically renew for a like period at the end of the term and at the end of each subsequent term unless terminated as provided herein. Extraco or Business Entity may terminate this Agreement by giving the other thirty calendar days prior written notice, stating the termination date except that Extraco may terminate this Agreement without notice if it discovers any apparent misconduct including bad checks, multiple processing of the same Original Check by paper or electronically, other fraudulent by / purchased from activities or if Business Entity breaches any obligations under this Agreement. Termination shall not affect any of Extraco’s rights or Business Entity’s obligations under this Agreement prior to the effective date of such termination.

License:

Subject to the terms and conditions of this Agreement, Extraco grants Business Entity a non-exclusive, non-transferable license to access Extraco’s E-Business service for the purposes of Remote Deposit Service, solely for the Business Entity’s own business operations. This license shall not accrue to any other legal entity owned, operated by or related to the

Business Entity:

Confidentiality:

Business Entity acknowledges that it may have access to certain confidential information regarding Extraco's execution of services contemplated by this Agreement. Business Entity shall not disclose any such confidential information of Extraco and shall use such confidential information only in connection with the transactions contemplated by this Agreement.

Extraco Responsibilities:

Extraco will acquire on Business Entity's behalf the Processing Equipment from a vendor chosen by Extraco that will reasonably accommodate the Business Entity's anticipated requirements. Business Entity will be solely responsible for the payment of the acquisition cost of such Processing Equipment.

Extraco will lease or allow Business Entity to purchase a Scanner that will reasonably accommodate the Business Entity's anticipated requirements. The Scanner may be leased / purchased from Extraco. With a leased scanner, Extraco retains full and absolute ownership rights there to and may remove or replace the Scanner at its sole discretion. With a leased scanner, Extraco at its expense will be responsible for maintenance of the Scanner and may perform or have performed such maintenance when deemed necessary and appropriate by Extraco.

Extraco will provide assistance and training support reasonably required for Business Entity's implementation of Remote Capture Services.

Extraco will provide the required User ID and password and Internet address to the Business Entity in order to engage in Remote Deposit activity. Extraco will accept and process Electronic Deposits transmitted to Extraco using such User ID and password. Extraco shall not be responsible or liable to Business Entity for any Electronic Deposits transmitted to Extraco using such User ID and password whether with or without the authorization of Business Entity.

Extraco will accept for deposit and collection to the Business Entity's designated account the electronic images of Original Checks that are transmitted to Extraco in compliance with the Standards. Electronic images shall be deemed received by Extraco based upon time of receipt as well as successful receipt of the transmission of such images that are complete, usable, and adhere to the Standards. If electronic images are not complete, are not usable, or do not adhere to the Standards, the images may not be processed by Extraco, in which event Business Entity's deposit will be adjusted and notification provided.

If a Drawee Bank returns an image representing an item to Extraco unpaid, Extraco will charge Business Entity's respective deposit account for such returned item and may either (1) return the item to Business Entity, or (2) re-present it to the Drawee Bank before returning it to the Business Entity. Items may be returned as Image Exchange Items, rather than Substitute Checks. If a Drawee Bank or other third party makes a claim against Extraco or seeks re-credit with respect to any electronic item, Extraco may provisionally freeze or hold aside a like amount in the Business Entity's deposit account pending investigation and resolution of the claim.

Business Entity Responsibilities:

Business Entity will only use Remote Deposit to Truncate Original Checks it has received in the ordinary course of business, to transmit images of such Original Checks to Extraco for credit to its deposit account maintained at Extraco. Business Entity may not perform Remote Deposit services for any third party, and any attempt to do so shall automatically terminate this Remote Deposit Service except for any provisions regarding this Remote Deposit Service that are expressly to survive such termination. Business Entity agrees to immediately notify Extraco of any change in, transfer or modification of ownership of Business Entity.

Business Entity will only perform Remote Deposit on the Processing Equipment specifically approved by Extraco with such approval at the sole discretion of Extraco, and on the Scanner provided by Extraco in accordance with provisions herein.

Business Entity agrees to be responsible at Business Entity's expense, for the maintenance, upkeep and repair of all Processing Equipment sufficient and necessary to permit Business Entity to engage in Remote Deposit activities. Business Entity agrees that any warranty or guarantee concerning Processing Equipment shall rest with and be the responsibility of the vendor or manufacturer and a matter solely between the vendor or manufacturer and the Business Entity; and that Extraco shall not have any liability or responsibility related to any warranty or guarantee or the existence or lack thereof, for Processing Equipment or for Scanner lent by / purchased from Extraco to Business Entity.

Business Entity shall be solely responsible for developing and implementing any contingency plan for the delivery of Original Checks to Extraco for deposit in the event of Processing Equipment or Processing Check Scanning Device failure or for any other reason or circumstance precluding the electronic depositing of Original Checks as contemplated under this Agreement.

Business Entity shall immediately upon receipt, endorse all Original Checks "For Deposit Only to Extraco Banks" and store and process all Original Checks in a manner reasonably like to not demagnetize the MICR Line, including using care not to store or process checks near sources of measurable electro-magnetic radiation.

Files that contain electronic images for deposit that purport to come from the Business Entity will be deemed by Extraco to have been lawfully transmitted by the Business Entity with full authorization. Accordingly, Extraco recommends that Business Entity limit disclosure of User ID and passwords to its trusted or bonded employees and that Business Entity properly safeguard such User ID and passwords.

Business Entity will transmit to Extraco only a Sufficient Image Copy of Original Checks for electronic deposit. No image transmitted by Business Entity to Extraco using Remote Deposit shall represent an Original Check that has already been collected.

Business Entity agrees to be bound by the definition of "original check" as defined herein and agrees not to utilize The Service for and will exclude therefrom any item drawn by Business Entity or affiliate of Business Entity, on an account of Business Entity or affiliate of Business Entity on Extraco or any other Bank.

Business Entity shall retain each Original Check that is truncated through any Remote Deposit activity for a reasonable period of time, but in no event fewer than **thirty (30)** Business Days from the date of deposit or such longer time as Extraco may request from time to time with respect to any specific Original Check. Business Entity understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Remote Deposit Service from destruction, alteration or theft.

Business Entity will restrict physical access to each Original Check and the Remote Deposit Service hereunder, to those employees as would ordinarily have access to Business Entity's own cleared checks, or other personnel designated to specifically have access to such items pursuant to Business Entity's system of internal control.

The Original Checks stored during the thirty (30) day or longer retention period, shall be maintained in deposit date order sequence for the first ten (10) Business Days of the period, and shall be made available to Extraco promptly upon the request of Extraco. In the absence of retaining the relevant Original Check for the time period specified, Business Entity shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to relevant Original Check.

Business Entity agrees that it will be able to retrieve and produce for Extraco any Sufficient Image Copy (or the Original Check) in question within **seventy-two (72) hours** of such request. In the absence of retaining the relevant Sufficient Image Copy for the time period specified, Business Entity shall be solely responsible for the cost of any claim brought by the Drawer of the check that for resolution would reasonably require access to the relevant Sufficient Image Copy, and shall indemnify Extraco in accordance with the terms set forth herein.

Prior to transmittal to Extraco of any electronic file that contains an image of any Original Check, Business Entity shall conduct an analysis of such images that will evaluate the image quality, image placement and image usability of each image transmitted, to insure that such image complies with the requirements of the Standards. In the event such analysis reveals that the image quality, image placement or image usability is below that required by the Standards, then Business Entity shall reprocess such Original Check until a Sufficient Image Copy is produced in compliance with the Standards or Business Entity may manually submit the item for deposit at an Extraco Financial Center. Business Entity shall also manually prepare a total of the amount of expected Electronic Deposit and systematically correct any discrepancies.

Business Entity understands that Extraco is relying on the truth and veracity of all electronic records transferred by Business Entity to Extraco, and warrants that such records accurately reflect original documents that are, at the time of the creation of the electronic records, were in the possession of Business Entity. Accordingly, Business Entity agrees that Extraco may upon **one (1) Business Day notice**, have its personnel or auditors and examiners appointed by Extraco or a banking regulatory authority, inspect Business Entity's premises, the Processing Equipment, the Processing Check Scanning Device and any of Business Entity's records pertaining to the matters set forth in this Agreement. Extraco shall make all commercially reasonable efforts to avoid significant disruption of Business Entity's business operations in conducting such audit or inspection, and shall comply with Business Entity's reasonable workplace rules that have been communicated to the audit or inspection personnel in writing. Business Entity understands that Extraco is a federally insured Bank that is subject to examination by the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) or other banking agencies, and to the extent that any such examination request access to any audit or inspection report of Extraco, or access to the records, Processing Equipment, Processing Check Scanning Device or other documents that are the subject of this Agreement, Business Entity shall fully cooperate with such examiners.

Information Security:

Business Entity represents that it follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files (Systems") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media or other means. Business Entity agrees to immediately notify Extraco if the security of its Systems are breached or compromised in any way. Business Entity agrees to apply appropriate internal information security practices, including, but not limited to, using appropriate firewall and anti-virus software; maintaining said countermeasures, using current supported operating systems, and other applications with up-to-date virus definitions and security patches; and permitting only authorized users access to computer systems, and applications. Business Entity specifically agrees to use up-to-date anti-virus tools to remove known viruses and malware.

Representations and Warranties:

It is the intention of the parties to this Agreement that the warranties deemed given by a depositor of a check to a bank under the Texas Business and Commerce Code ("the Code") as applicable shall also apply to any image or electronic representation of an Original Check transferred by Business Entity to Extraco as if such image or electronic representation were a paper check with the meaning of the Code. Accordingly, except to the extent that any warranties deemed given under the Code are expressly superseded by CTA or Check 21, Business Entity understands that Business Entity shall be deemed to have given Extraco all of the warranties that Business Entity would have given under the Code for the deposit of an Original Check by transferring to Extraco any electronic file that contains or purports to contain a Sufficient Image Copy of an Original Check. The above warranties are deemed given to Extraco and any person, Business Entity or bank to which Extraco transfers, presents or returns any of the images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy, or a Substitute Check created by Extraco or any subsequent bank receiving a copy of such image. Business Entity represents that it shall permit no other legal entity or individual to use the Processing Equipment or the Processing Check Scanning Device.

Business Entity Indemnification:

If Business Entity elects to use Extraco's Remote Deposit Service then Business Entity assumes liability for, and hereby agrees to indemnify, protect and hold harmless Extraco and its agents, officers, directors, employees, successors and assigns from and against any and all liabilities, obligations, losses and expenses, including reasonable attorneys' fees, of any kind or nature ("Damages") arising out of the use of, condition (including latent and defects and whether or not discoverable by Business Entity or Extraco), operation, ownership, selection, delivery, installation or licensing of any item of Processing Equipment or the Processing Check Scanning Device lent by / purchased from to Business Entity.

Limitation on Extraco's Liability for Remote Deposit Services:

Extraco shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (1) the unavailability of the external connection services and other Internet functions; use of and any modifications or alterations to Processing Equipment approved by Extraco for use by Business Entity or to the Processing Check Scanning Device; (2) any damages, costs or other consequences caused in whole or in part by or related to Extraco's actions that are based on information or instructions that the Business Entity provides to Extraco; (3) any unauthorized actions initiated or caused by the Business Entity or the Business Entity's respective employees or agents; (4) the failure of a third party to perform satisfactorily; (5) any refusal of a Payor Bank to pay a Sufficient Image Copy, Sufficient Copy, Original Check, or Substitute Check for any reason other than the breach of contract, gross negligence or willful misconduct of Extraco, including without limitation, that the item in question was allegedly unauthorized, was a counterfeit, had been altered or contained an unauthorized signature; lack of access to the Internet or inability to transmit or receive data; or (6) failures or errors on the part of Internet service providers or telecommunications providers.

Amendments:

Extraco may amend any part of this Agreement effective immediately upon notice to Business Entity except that Business Entity will be provided at least a thirty (30) calendar day notice prior to any amendments to the fees for services provided by Extraco on this Agreement.

Arbitration:

Extraco and Business Entity agree that all disputes, claims and controversies between them, arising from this Agreement or otherwise, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party.

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 Extraco or to the Business Entity, whether by merger, consolidation or otherwise. Extraco may at its sole discretion: (1) terminate this Agreement in the event of (a) a legal succession to Business Entity or (b) change in or transfer or modification of ownership of Business Entity; (2) require the execution of a new Agreement in the event of (a) a legal succession to Business Entity or (b) any change in, transfer or modification of ownership of Business Entity.

Attorneys' Fees:

If any action is brought by either party against the other regarding the subject matter of this Agreement, including any court action or arbitration proceeding, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs or court, expert witness fees and other expenses of action.

Deposit Limitations:

Extraco and Business Entity agree that Extraco may at its sole discretion limit the dollar amount of Electronic Deposits acceptable from Business Entity and that such limits may be imposed per deposit or on a daily, weekly or any other aggregate basis at the option of Extraco. Extraco may but is not required to notify Business Entity in advance of any such limitations.

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.

Governing Law:

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

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.

Relationship Between Parties:

This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association between the parties, and the parties will at all times be and remain independent contractors.

Severability:

If any court of 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.

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.

EXTRACO BANKS TREASURY MANAGEMENT MASTER AGREEMENT

REPURCHASE AGREEMENT

1. **Applicability**

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. **Definitions**

(a) "*Act of Insolvency*", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "*Additional Purchased Securities*", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

(c) "*Buyer's Margin Amount*", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "*Buyer's Margin Percentage*", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "*Confirmation*", the meaning specified in Paragraph 3(b) hereof;

- (f) *"Income"*, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) *"Margin Deficit"*, the meaning specified in Paragraph 4(a) hereof;
- (h) *"Margin Excess"*, the meaning specified in Paragraph 4(b) hereof
- (i) *"Margin Notice Deadline"*, the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) *"Market Value"*, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) *"Price Differential"*, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such price Differential previously paid by Seller to buyer with respect to such Transaction);
- (l) *"Pricing Rate"*, the per annum percentage rate for determination of the price Differential;
- (m) *"Prime Rate"*, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) *"Purchase Date"*, the date on which purchased Securities are to be transferred by Seller to Buyer;
- (o) *"Purchase Price"*, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

- (p) *“Purchased Securities”*, the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term *“Purchased Securities”* with respect to any Transaction at any time also shall include Additional purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to paragraph 4(b) hereof;
- (q) *“Repurchase Date”*, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;
- (r) *“Repurchase Price”*, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) *“Seller’s Margin Amount”*, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) *“Seller’s Margin Percentage”*, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a *“Confirmation”*). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).
- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
- (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
- (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.
- (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
- (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or a Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

- (a) All transfers from Buyers account(s) hereunder shall be in collected funds, defined as ledger balance less float. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.
- (b) The minimum amount of Seller's interest in the Purchased Securities that shall pass to Buyer under this Agreement shall be of \$100,000 or the amount indicated in item (a) of Annex I attached hereto or as subsequently amended with the consent of Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure

The Seller is not permitted to substitute other securities for those subject to this agreement and therefore must keep the Buyer's securities segregated at all times, unless in this agreement the Buyer grants the Seller the right to substitute other securities. If the Buyer grants the right to substitute, this means that the Buyer's securities will likely be commingled with the Seller's own securities during the trading day. The Buyer is advised that, during any trading day that the Buyer's securities are commingled with the Seller's securities, they may be subject to liens granted by the Seller to third parties and may be used by the Seller for deliveries on other securities transactions. Whenever the securities are commingled, the Seller's ability to resegment substitute securities for the Buyer will be subject to the Seller's ability to satisfy any lien or to obtain substitute securities.

9. Substitution

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.
- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an 'Event of Default');

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.
- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.
- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in an entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the

proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

- (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities (“Replacement Securities”) of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.
- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.
- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party’s rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

Buyer and Seller acknowledge that and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

Notices and Other Communication

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified hereon, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of Texas without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver

of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. Seller may effect modification or waiver of any provision or term of this Agreement at any time by providing ten (10) days written notice to Buyer. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

- (a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 (“ERISA”) are intended to be used by either party hereto (the “Plan Party”) in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.
- (b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most subsequent unaudited statement of its financial condition.
- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller’s latest such financial statements, there has been no material adverse change in Seller’s financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

- (a) The parties recognize that each Transaction is a “repurchase agreement” as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a “securities contract” as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (b) It is understood that either party’s right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an “insured depository institution,” as such term is defined in the Federal Deposit Insurance Act, as amended (“FDIA”), then each Transaction hereunder is a “qualified financial contract,” as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (d) It is understood that this Agreement constitutes a “netting contract” as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 (“FDICIA”) and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a “covered contractual payment entitlement” or “covered contractual payment obligation”, respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a “Bank” as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

- (a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission (“SEC”) under Section 15 of the Securities Exchange Act of 1934 (“1934 Act”), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 (“SIPA”) do not protect the other party with respect to any Transaction hereunder;

- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- (c) in the case of Transactions in which one of the parties is a Bank, funds held by the Bank pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

21. Required Disclosures

This Repurchase agreement and the funds held thereunder are not deposits, are not insured by FDIC, and are not guaranteed by the U. S. Government or any agency thereof. This Repurchase Agreement provides you with a perfected security interest in U.S. Government Securities, Federal Agency Securities, or Securities issued by a State or Political subdivision.

Repurchase Agreement is an obligation of Extraco Banks, N.A. and the underlying security(ies) serves as collateral. The Seller will pay a fixed amount, including interest on the Seller's obligation regardless of any fluctuation in the market price of the underlying security(ies). The interest rate paid is not that of the underlying security(ies). General assets of Extraco Banks, N.A. will most likely be used to satisfy Extraco Banks' obligation under this Repurchase Agreement rather than proceeds from the sale of the underlying security.

This Repurchase Agreement and the funds held thereunder are not deposits, are not insured by FDIC, and are not guaranteed by the U. S. Government or any agency thereof.

This Repurchase Agreement provides you with a perfected security interest in U.S. Government Securities, Federal Agency Securities, or Securities issued by a State or Political subdivision.

IMAGE CASH LETTER AGREEMENT

Image Cash Letter Service (“ICL”) allows Customer (“Customer”) a third party acting as the Customer’s agent (“Third Party Agent”) as referenced in the ICL Application (“the ICL application”), to transmit, through Customer’s own methods and devices, an Image Cash Letter file (“ICL file”) to Bank for processing. ICL files consist of images of Eligible Items (as defined herein) and check data. As used herein, “Image(s)” means an electronic reproduction of the front and back of Eligible Items. Check data includes the Magnetic Ink Character Recognition formatting (MICR) information in the format and specifications required by the Universal Companion Document x9.37 or the Universal Companion Document x9.100 Guide or any other mutually agreed format.

PROCESSING

Customer agrees to follow all of Bank’s present and future requirements and instructions, including Operational Instructions, related to ICL. All Eligible Items imaged and transmitted to Bank using ICL must be legible and meet Bank’s processing requirements.

Subject to the terms hereof, any ICL files received before the cut-off time of 5:00 pm local time for Bank reflected in the applicable Operational Instructions will be processed on the day they are received and shall be afforded credit in accordance with the Bank’s then current funds availability schedules. If for any reason Bank is unable to process an ICL file received before the 5:00 pm cut-off time, Bank will use commercially reasonable efforts to resolve the next Business Day. Subject to terms hereof, any ICL files received after the cut-off times will be processed on the next Business Day. ICL files will only be processed on Bank Business Days.

The information Customer transmits to Bank must contain a record of all Magnetic Ink Character Recognition (MICR) line information sufficient for Bank to create a substitute check and contain the correct amount of the Eligible Item. In addition, Customer’s transmission of an Eligible Item must meet the technical requirements for an “electronic item” under Regulation J and Federal Reserve Operating Circulars, a “substitute check” under Regulation CC, and an “item” as defined by Article 4 of the Uniform Commercial Code as adopted in the state for Customer’s Account and will be the legal representation of the Eligible Item for all purposes.

When the 3rd Party Processor submits the x9.37 file to Bank, Bank may in its discretion:

- Process the Image as received for payment;
- Correct the Image or its accompanying data and process the corrected Image for payment;
- Process the deposit for payment in another format as permitted by law; or
- Charge back Customer’s Account and return the image and accompanying data to Customer.

All accepted deposits will be subject to final payment as well as the terms and conditions for Customer’s Account and this Agreement.

Bank will process any returned Eligible Items in accordance with applicable law and the deposit account agreement governing the Account for which the image is presented.

Bank may charge fees referenced in the Image Cash Letter application and as deemed necessary based on Extraco Banks’ Fee Schedule.

ELIGIBLE ITEMS

The ICL service can only be used for Eligible Items, which are items that:

- Are paper items that are defined as checks by Regulation CC;
- Are payable in United States currency;
- Are drawn on a financial institution located in the United States;
- Are properly endorsed (stamped or ink) or virtual endorsed using the software;
- Are payable to Customer, unless such item is properly endorsed;
- Are legible and conform to Bank's imaging and processing standards; and
- Are dated.

The 3rd Party Processor may not image, transmit or otherwise try to use ICL to deposit checks or items that are not Eligible Items. The following items are not Eligible Items:

- Substitute checks or remotely created checks as defined by Regulation CC;
- Items that have already been deposited by or returned to Customer; or
- Items that contain alterations or that Customer suspects, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored.

WARRANTIES

Customer warrants to Bank that: (I) it will transmit only Eligible Items to Bank; (II) any Image Customer transmits to the system utilized by Bank to provide ICL is a good and accurate image of the original check; (III) none of the items, including Eligible Items, that have been or will be transmitted to the Bank have been previously submitted or deposited with Bank or anyone else and will not be again unless Bank informs Customer otherwise; (IV) any information Customer transmits to Bank pursuant to this Agreement accurately represents all of the information on the front and back of the original check as of the time the original check was truncated, including without limitation: payment instructions placed on the check by, or as authorized by, the drawer, such as the amount of the check, the payee, and the drawer's signature; information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check; (V) no depository bank, drawee, drawer or endorser receiving presentment or return of, or otherwise being charged for, the substitute check, original check, or a paper or electronic representation of the substitute check or original check will be asked to make a payment based upon a check that it already has paid; (VI) it will not transmit any items for deposit into the same Account that the item is drawn on; (VII) following Bank's notification to Customer confirming that Bank has received Customer's transmission, Customer will not negotiate, transfer, deposit or present an Eligible Item, or a duplicate thereof, in any form including as an ACH transfer or as an image, reproduction, substitute check or remotely created check; (VIII) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the electronic Eligible Item, the original Eligible Item, or a paper or electronic representation of the original Eligible Item such that the person will be asked to make payment based on an Eligible Item it already has paid; (IX) it has an Account with Bank in good standing; (X) it will comply with all laws, regulations, terms and conditions related to ICL including the terms of this Agreement and all other agreements related to the Customer's Account; and (XI) any Image Customer transmits will meet the ANSI standards required by Regulation CC, or other applicable standards established by Bank, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association.

Customer expressly disclaims all implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Customer shall be responsible for communication costs, if any, for the transmission of data and/or the retrieval of data in connection with Customer's utilization of ICL.

Customer agrees to comply with all rules and laws affecting the ICL Service including this Agreement, the Rules Governing Customer's Deposit Accounts with Bank, the terms and conditions for use of Bank's Electronic Banking services, the Uniform Commercial Code as adopted in the state for Customer's Account, Regulations J and CC, and Federal Reserve Operating Circulars. Customer will release, indemnify, and hold the Bank harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages, together with all related reasonable costs and expenses, including attorney's fees, resulting directly or indirectly from any breach of the warranties set forth herein and/or from any warranty or indemnity claim brought against the Bank by a third party under 12 CFR 229.52 or 12 CFR 229.53 in connection with an imaged check transmitted to Bank by Customer.

REQUESTED INFORMATION

Customer agrees to provide such information as requested by Bank in order to qualify Customer for ICL, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, Customer agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original items, if available.

ICL AVAILABILITY

ICL may at times be unavailable to Customer, either with or without prior notice, due to maintenance, security, factors beyond Bank's reasonable control or other reasons.

AVAILABILITY OF FUNDS

Eligible items deposited using ICL are not subject to the funds availability requirements of Regulation CC. This will remain true even if Bank provides Customer with Regulation CC disclosures or notices. Following a transmission to Bank, Bank might at its discretion place an extended hold on Customer's funds. If so, Bank will separately inform Customer of the extended hold and when funds can be expected to be available.

THIRD PARTY AGENT

Customer may appoint, as its limited agent, with respect to the performance of any activities relating to ICL, a Third Party Agent to perform such activities. Customer shall be solely responsible for all actions and obligations of such Third Party Agent as if they were the direct actions and obligations of Customer itself. Customer acknowledges that, among other things, this means that Customer is liable for the Third Party Agent's actions and obligations such breaches, as if Customer breached such warranties and/or obligations itself. Customer agrees to notify Bank of each Third Party Agent it intends to use and other information that Bank may require about the Third Party Agent. Failure to provide timely notice could result in the rejection of ICL files by Bank. Bank may in its sole discretion choose not to accept ICL files from a Third Party Agent identified by Customer. Notwithstanding any notification of Third Party Agent to Bank, Customer represents and warrants to Bank that it has solely, independently and without reliance upon Bank, made its own appraisal of and investigation into the business, operations, intellectual property and appraisal of and investigation into the business, operations, intellectual property and other rights, financial, and other conditions, rights and creditworthiness of any Third Party Agent based upon documentation and other information it has deemed appropriate and made its own decision to enter into a relationship with any Third Party Agent. In any event, Customer's agreement with Third Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours, an on-site inspection of Third Party Agent's premises in order to ensure compliance with this section. Customer also represents and warrants to Bank that it will, independently and without reliance upon Bank, continue to make its own analysis, appraisals and decisions with regard to any relationship with a Third Party Agent as it deems appropriate. Customer gives Bank the right to communicate with the Third Party Agent in connection with ICL and to treat Third Party Agent instructions as if the instructions were directly from Customer. Any software necessary for use of ICL by the Third Party Agent must be maintained by the Third Party Agent, and must meet technical specifications

acceptable to Bank, as described herein. Customer warrants to Bank that any Third Party Agent is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, and proper storage and destruction of original checks.

Fees payable to the Third Party Agent are the responsibility of the Customer and not a liability of the Bank.

PRICING

Pricing for this service is subject to change.

AUDIT

Bank may at its reasonable discretion conduct an on-site inspection of Customer's place of business and/or request any internal audits or assessments to ensure compliance with the provisions hereof.

INDEMNIFICATION

In addition to any other indemnification herein, Customer will indemnify and hold Bank harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including legal fees, resulting directly or indirectly from: (1) any breach of warranty or other breach, or failure to perform under the terms hereof, (2) any warranty or indemnity claim brought against the Bank by a third party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with an ICL file transmitted to Bank by Customer; (3) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the check; (4) any wrongful acts or omissions of Customer, or any person acting on Customer's behalf (including without limitation Customer's authorized processor, if any), in connection with Customer's use or misuse of ICL; and (5) without limiting Customer's other indemnification obligations, which shall apply equally to actions taken by the Third Party Agent, all Third Party Agent's actions or inactions relating to ICL, including those related to intellectual property claims. These indemnification obligations shall survive the termination of ICL.

TERMINATION

Notwithstanding anything contained in this Agreement to the contrary, Bank may terminate the ICL at any time. Bank will try to provide reasonable notice and in any event will provide notice as required by applicable law. If Customer wishes to cancel the ICL service, we will need a document in writing signed by an Authorized Signer on the Corporate Resolution. This signed document must be provided to an individual in the TMS Department or emailed to TMS@extracobanks.com.