

FIRST FINANCIAL BANK^{NA}

REMOTE CHECK DEPOSIT AGREEMENT

[Additional Service Requested by Depositor]

CIF#: W002410

This Agreement is made this 27th day of August 2009, by and between: **Wise County** ("the Business") and **First Financial Bank, N.A., Southlake, TX** ("the Financial Institution"), and is intended to govern the depositing of the Business' checks through the Internet or by creating information to deposit checks through the software provided by the Financial Institution, based on information submitted by the Business to the Financial Institution ("Agreement"). The accepted terms are as follows:

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

2. DUTIES AND RESPONSIBILITIES OF THE FINANCIAL INSTITUTION

2.1 Use of Service. Under the terms and conditions of this Agreement, Financial Institution hereby grants to Business a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating information to deposit Checks through the software provided by the Financial Institution, and to use the Financial Institution's proprietary documentation for the term of this Agreement and Business agrees that Financial Institution may process these Checks in accordance with the terms of this Agreement.

2.2 Processing. Financial Institution will process, encode, endorse and deposit into the Account, Checks submitted by Business through the Remote Deposit Service in accordance with Financial Institution's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time as stated in Attachment 2. Financial Institution will not examine Checks to verify any data or dates. Financial Institution will process the Check according to the amount entered by Business, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Financial Institution may process the Check according to the written

amount, and Financial Institution may correct the amount entered by the Business. If the Check is ambiguous, Financial Institution will return the check as an exception. Checks made payable to the Business or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by the Financial Institution, then the Financial Institution will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Financial Institution to the Business, and not deposited or otherwise reflected in the account of Business. Financial Institution will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

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

3. DUTIES AND RESPONSIBILITIES OF BUSINESS

3.1 Use of Remote Deposit. Business shall submit valid Checks payable to Business by using the Remote Deposit Service in accordance with Attachment 2. In using the Remote Deposit Service, Business shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by the Financial Institution. If applicable, Business agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Business agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210. Business shall safeguard the original Checks for 14 days, then destroy by any means which makes the Check or any information on the Check unreadable by visual or magnetic means.

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

3.3 Fee for Services. Business shall compensate Financial Institution for the performance of the Service in accordance with the pricing established by Financial Institution, which is attached as Attachment 3. Amounts payable by Business to Financial Institution shall be collected on a monthly basis by Financial Institution. Financial Institution may collect any of the foregoing amounts and any other amounts due by Business to Financial Institution hereunder or in connection with the provision of the Service to Business by debiting any of Business's accounts with Financial Institution, billing Business, and/or setting off against any amounts Financial Institution owes Business, without any obligation to give prior notice thereof to Business. Financial Institution may change pricing from time to time by providing Business with thirty (30) days written notice of a pricing change. If Business does not accept the pricing change, then Business must notify Financial Institution within fifteen (15) days of the effective date of the pricing change. **"Business Shall..." removed at the request of the company.** Financial Institution shall also have the right to credit or debit any accounts of Business with Financial Institution to correct any processing irregularity in connection with the Service.

4. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIABILITY

4.1 Representations and Warranties. Business and Financial Institution each represents and warrants to the other, as of the date this Agreement is entered into and at the time the Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or the Service used or performed by it has been obtained. Financial Institution makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of the Services for Business, or as to the compatibility of Financial Institution's software, equipment or communication interfaces with those of Business. The Business represents and warrants that: (a) it is fully authorized to enter into and perform under this Agreement, and that this Agreement constitutes its legal, valid and binding obligation; (b) the Business is solvent and in good standing in the State of its

organization; (c) it is not the present intent of the Business to seek protection under any bankruptcy laws; (d) its Checks are currently and were at the time of their creation, bona fide and existing obligations of Customers of the Business, free and clear of all security interests, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default; (e) the documentation under which the Checks are payable authorize the payee to charge and collect the monies owed; (f) all Checks and all documents and practices related to them comply with all applicable federal and state laws.

4.2 Covenants. The Business covenants that it will: (i) allow the Financial Institution to review and inspect during reasonable business hours, and the Business will supply, all financial information, financial records, and documentation of the Business regarding the Checks that the Financial Institution may request; (ii) ~~deleted at the request of the customer;~~ and (iii) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Business, the Business will not oppose or object to any motion by the Financial Institution seeking relief from the automatic stay provisions of such laws.

4.3 Liability. Financial Institution will exercise ordinary care in providing the Service and will be responsible for any loss sustained by Business only to the extent such loss is caused by Financial Institution's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall Financial Institution have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Financial Institution. Under no circumstances shall Financial Institution be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Business or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Financial Institution's control. Financial Institution shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If Financial Institution fails to credit any of Business's accounts utilized in connection with the Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Financial Institution will properly credit such account, but Financial Institution shall not incur any liability therefore, including any loss resulting from failure by Business to invest the amount of funds not properly credited to the account. In addition, if the quality of the image of any Checks processed under this Agreement does not meet applicable generally accepted industry standards or other regulatory requirements and this is not the result of Financial Institution's gross negligence or willful misconduct, Business acknowledges and agrees that Business shall be liable for any and all resulting losses, damages, costs and liabilities.

5. INDEMNIFICATION. (Deleted at the request of the customer.)

6. SECURITY PROCEDURES AND COMMUNICATIONS. Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Financial Institution and Business might be used in connection with the Service. Business agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Financial Institution shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Financial Institution reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Financial Institution shall have no duty to discover, and shall not be liable for, errors or omissions by Business. If Financial Institution complies with the Security Procedures in respect of a communication, Financial Institution shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Financial Institution shall not be liable for acting on, and Business shall be bound by, any communication sent in the name of Business, whether or not authorized. Financial Institution reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Business of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Business shall not disclose such security device except to employees or agents authorized to act for

Business in connection with the Service. Business shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Financial Institution if the confidentiality or integrity of any such security device is breached or threatened. Business shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Business's negligence or deliberate acts or otherwise. Financial Institution shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. See Attachment 1 for further security information.

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

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

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

10. NOTICES. Any notice or other communication may be sent by Financial Institution to Business at Business's postal, e-mail, telefacsimile or other address provided by Business to Financial Institution, and Financial Institution may assume that any notice or communication sent to Business at any such address has been received by Business, until Business notifies Financial Institution in writing of another address. Business agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated. "**Business shall...**" removed at the request of the customer.

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

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

discrepancy.

13. COMPLIANCE. Business shall comply with all laws, rules and regulations in connection with the Services. Business agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated. **"Business shall..." removed at the request of the customer.**

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

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

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

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

18. FINANCIAL ACCOMMODATION. removed at the request of the customer

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

to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

20. WAIVER OF JURY TRIAL. (Deleted at the request of the customer.)

21. GENERAL. This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Neither party relied on any representation or promise by other party that are not set forth in this Agreement. This Agreement may not be assigned by Business without Financial Institution's prior written consent. **"Financial Institution..." removed at the request of the customer.** may assign this Agreement without Business's consent. Neither Business nor Financial Institution shall display any name, trademark or service mark of the other without the prior written consent of the other. Business shall not advertise or promote the Service without Financial Institution's prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as Financial Institution may consent in writing, and no agreement with or representation made by any employee of Financial Institution that is in conflict with this Agreement will be binding on Financial Institution unless contained in a written modification of this Agreement signed by an authorized officer of Financial Institution. No delay on the part of Financial Institution in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Financial Institution would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Attachment 1, Attachment 2, and Attachment 3, are attached to this agreement and are incorporated herein by reference.

[ENDORSEMENTS FOLLOW ON NEXT PAGE]

22. Endorsements

Wise County

By: Bill McElheaney

Name: Bill McElheaney ~~McElheaney~~ Bill

Title: County Judge

Date: 08/27/09

"Company"

First Financial Bank, N.A.

By: Steve Sims

Name: Steve Sims

Title: Sr. Vice President

Date: _____

"Financial Institution"