



HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD OF COMMISSIONERS
REGULAR MEETING

Meeting Date: Tuesday June 30, 2020 Location: 2800 Aldine Bender Rd.
Meeting Time: 9:00 a.m. Houston, TX 77032
Posting Date: Thursday, June 26, 2020

AGENDA

- 1. Call to order
2. Moment of Silence and Pledge of Allegiance
3. Roll Call of Commissioners
4. Adoption of agenda
5. Open Forum\*
6. Open Comments from the Board of Commissioners
7. Review and possibly approve all Meeting Minutes
8. Report from Education for EMS Commissioners Working Group
9. Possible action on the Education for EMS Commissioners Working Group's report
10. Report from Building Committee
11. Possible action on Building Committee report
12. Discuss and possibly approve the Morton Accounting Services' monthly report and authorize payment of bills
13. Possible action on The Morton Accounting Services' monthly report
14. Discuss and possibly approve ambulance remounts
15. Harris County Emergency Corps Report (JH)
16. Possible action on Harris County Emergency Corps Report
17. Adjourn to closed session
a. Meeting closed for the purposes to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public employee, up to and including Commissioners, Executive Director, Director(s) and potential appointees to the Board of Commissioners - Tex. Gov't Code § 551.074(a) (1).
b. Confer with attorney re: pending or threatened litigation - Tex. Gov't Code § 551.071(1) (A).
c. Receive advice from attorney regarding legal issues - Tex. Gov't Code § 551.071(2).
d. Discussion regarding the purchase, exchange, lease, or value of real property - Tex. Gov't Code § 551.072.
18. Possible action on closed session
19. Announce next Board meeting
20. Adjourn

APPROVED
Document approved by Harris County ESD-1
Board of Commissioners
By a Majority Vote
on 6/30/20 (Date)
President of ESD-1 Secretary of ESD-1

HARRIS COUNTY EMERGENCY SERVICES
DISTRICT #1

[Handwritten signature]

Caryn Papantonakis
Attorney for the District



SEAL

\*Persons wishing to speak before the board may speak one time only and will be limited to 5 minutes per speaker



**Harris County Emergency Services District 1**  
2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD MEETING**  
**June 30, 2020**  
**ROLL CALL OF COMMISSIONERS**

- CATHY SUNDAY, PRESIDENT
- SHIRLEY REED, VICE PRESIDENT  
*arrived 9:13 Am*
- FRED SCIBUOLA, TREASURER
- VIRGINIA BAZAN, SECRETARY  
*absent*
- PETE SERNA, ASSISTANT TREASURER
- CARYN PAPANTONAKIS, LEGAL COUNSEL TO BOARD

**APPROVED**  
Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote  
on 6/30/20 (Date)  
*[Signature]* President of ESD-1  
*[Signature]* Secretary of ESD-1

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- JEREMY HYDE, HCEC PRESIDENT
- HEATH WHITE, HCEC VP OF OPERATIONS
- KEIR VERNON, HCEC VP OF ADMINISTRATION
- MARK SMITH, HCEC GENERAL COUNSEL



**Harris County Emergency Services District 1**  
2800 Aldine Bender Road  
Houston, Texas 77032

**REGULAR BOARD OF COMMISSIONERS MEETING**  
**June 30, 2020**  
**SIGN-IN SHEET**

MICHAEL MEDWEDEFF

AG/CM



**HARRIS COUNTY EMERGENCY SERVICES DISTRICT #1  
 BOARD OF COMMISSIONERS  
 REGULAR MEETING  
 MINUTES – May 27, 2020**

**APPROVED**  
 Document approved by Harris County ESD-1  
 Board of Commissioners  
 By a Majority Vote  
 on 6/30/20 (Date)  
 President of ESD-1 Secretary of ESD-1

1. **Call to Order:** Cathy Sunday called the meeting to order at 9:03 am.
2. **Moment of Silence and Pledge of Allegiance:** Cathy Sunday called for a moment of silence at 9:03 followed by the Pledge of Allegiance at 9:04.
3. **Roll Call of Commissioners:** Present at call to order were HCESD-1 Commissioners: President Cathy Sunday, Vice President Shirley Reed, Treasurer Fred Scibuola, Asst. Treasurer Pete Serna, Secretary Virginia Bazan, and Melissa Morton with Morton Accounting Services along with Legal Counsel Caryn Papanonakis. Also present were Harris County Emergency Corps (HCEC) personnel: President Jeremy Hyde, Vice President Heath White, and Executive Administrative Asst. Michelle Sterling along with Legal Counsel Mark Smith. Guests present were Michael Medwedeff with AG/CM and Regina Adams with Radcliffe Bobbitt Adams and Polley.
4. **Adoption of Agenda:** Fred Scibuola made a motion to adopt the agenda as presented. Motion carried.
5. **Open Forum:** None.
6. **Open Comments from the Board of Commissioners:** Cathy Sunday apologized for being absent the last couple of meetings and thanked Jeremy and his team for all they've been doing. Fred Scibuola recognized the HCEC group for being in the Texas EMS magazine.
7. **Review and possibly approve all Meeting Minutes:** The following corrections were made:
  - a. Agenda item 3: Cathy Sunday's absences were excused for the last 2 meetings.
  - b. Agenda item 10: Typographical error concerning the word mounted.
  - c. Agenda item 15: The fee of \$4000 is corrected as the Counsel fee.
 Motion to approve all meeting minutes as amended was made by Fred Scibuola. Motion carried.
8. **Report from Education for EMS Commissioner Working Group:** None.
9. **Possible action on the Education for EMS Commissioners Working Group's report:** None.
10. **Report from Building Committee:** Mr. Michael Medwedeff gave the report as follows: Station 92/94 project progress included the HCFMO walk through which resulted in the approval for Issuance of Certificate of Occupancy in early May. May 11 was the completion walk with Owner and Contractor with an outstanding list remaining. The project is outside of contract terms so the punch items will be charged at \$250 per day. Construction Masters may be liable for that if we choose to utilize that leverage. Construction Masters are actively working on the issues. On May 22 commissioning started for Station 92, Station 94 is actively being commissioned. The remaining items include the double doors into conference room/dispatch. They were not the correct doors and they are waiting on a lead time for appropriate doors to be installed at both stations. The missing card reader on Door 207 was installed as of Friday. One area needs to be fixed on the fence due to a vehicle backing into it. Closeout documents including Operation and Maintenance, record drawings, owner training, and attic stock is still remaining as well as Station 92 TAB & Commissioning which is being completed now. The existing Station 94 needs to be demolished. Various warranty items that Jeremy and Willie found will need to be addressed and finalizing various owner requested changes.

Move in is scheduled for June 2. Project costs include Pay Application request #22 for Construction Masters in the amount of \$86,650.55. Allowance expenditures #30 and #31 are due to presumed damage by Harper Bros. Construction Masters provided proof that the line was tested and approved to backfill, however the damage done appeared to be by an excavator torqueing the pipe to separate from the bellowed joint. Harper Bros took no responsibility, and AGCM, HCEC OR Construction Masters have any contractual obligation to the contractor. AGCM negotiated a 50/50 split with the contractor. Mr. Medwedeff has photos of the site prior to Harper Bros working onsite in which it shows no damage. He will check with Spencer for time and date of photos to get a proper timeline and send the information along with a synopsis of how and when it happened to Mrs. Papantonakis. The Board of Commissioners would like to table the discussion until Caryn reviews. Mr. Medwedeff stated that Station 97 has had a lot of progress. On April 27 the structural steel was delivered. April 28 the steel erection commenced. May 6 the steel framing for exterior shell was completed. May 12 the anchor bolt inspection took place. May 14-18 HVAC and fire sprinkler contractors installed trunk lines and also delivered major equipment. Mark's consultant came around for the first round of inspections for the wind storm. May 20 the standing seam metal roofing and insulation commenced as well as metal framing for living quarters and dormitory. May 22 roof installation and decking completed and the electrician started overhead rough-in. Yesterday the wall panels for ambulance bay should have been started. The building is not yet dried in. Water seems to be retaining well and no water issues thus far. Project hurdles include continuous tracking of COVID-19 in terms of impacting the project, however there are none that have been found. The project is on track to finish October 2020. The only outstanding project cost as of now is Pay application #5 for Construction Masters in the amount of \$282,215.55.

11. **Possible action on Building Committee report:** Motion to table project allowance expenditure #30 and #31 until information is produced by Caryn was made by Fred Scibuola. Motion carried. Motion to approve the payment requests for Pay App #5 in the amount of \$282,215.55 and #22 in the amount of \$86,650.55 was made by Shirley Reed. Motion carried.
12. **Approve The Morton Accounting Services' monthly report and authorize payment of bills:** At the beginning of April, the Harris County Emergency Services District No 1 (HCESD No 1) beginning operating fund balance was \$22,496,790. During the month, HCESD No 1 received \$125,348 in revenue – the majority of which came from the county tax receipts. HCESD No 1 processed \$1,493,890 in disbursements during the month. 92% of this balance is a payment to HCEC for the monthly invoices related to Contract Revenue (\$1,130,129) and to Construction Masters of Houston for the Pay App Request (\$240,150). The ending balance as of April 30, 2020 is \$21,128,248. The invoices pending board approval total \$1,081,963 in addition to the 2 pay requests totaling \$386,866 to Construction Masters. There is also 1 additional payment to Government Capital for \$74,000 for the refinance of the loan. Total payout for Board pending approval total's \$1,524,829.00. Motion to approve The Morton Accounting Services' monthly report and authorize payment of bills was made by Fred Scibuola. Motion carried.
13. **Possible action on The Morton Accounting Services' monthly report:** None.
14. **Discuss and possibly approve the utilization of electronic bank payments:** Mrs. Morton stated that many districts have been transitioning to ACH payments due to the pandemic. She discussed proper controls around the process so that everyone is on the same page. She provided written procedures noting that the process will be the same as we currently follow with the only difference being that the payments will be setup in the banking software and 2 signers will need to go in and approve the payments. Payments will be received by vendors the following day. Cathy Sunday will reactivate Fred's login information so that the Board signers can review and approve all transactions. Mrs. Papantonakis confirmed that there has been a recent change in law so this is permissible. Mr. Scibuola suggests that Pete Serna be made a signer. Motion to approve the utilization of electronic bank payments was made by Fred Scibuola. Motion carried.
15. **Discuss and possibly approve additional bank and/or investment accounts:** Mrs. Morton reminded the Board of the discussion at the last meeting regarding the difficulties with Chase bank due to their turnover rate and their lack of flexibility. She was previously asked to research additional options to change bank accounts. Currently the fees associated with Chase bank are \$12 per month for operating account, no fees for money market, and 1.8 percent interest rates. If we continue with Chase bank, fees will increase to \$25 per month for usage of ACH payments. BBVA Compass charges \$14 per month for operating account, currently has .4 percent interest rate, \$20 per month for ACH, and an additional \$5 for each ACH transaction. Prosperity bank is

free of charges for operating account and money market account. They are offering .1 percent interest higher than market rates. If the Money market rates are .4 percent interest, they would give us .5 percent on money market and the ACH has no fees. Prosperity works with us to keep our funds there. She currently moves money to where we are receiving the best rates. Mr. Serna suggests going with the bank that is the easiest to work with and has the lowest fees. Based on Melissa's relationship with the all banks mentioned, she suggests moving to Prosperity Bank from Chase bank. Mr. Serna will reach out to investment accounts for a meeting and will add to the agenda in the future. Motion to approve the authorization to close both Chase bank accounts and open an operating account and money market account with ACH payments with Prosperity Bank was made by Fred Scibuola. Motion carried.

16. **Discuss and possibly approve donation of support vehicles:** Jeremy Hyde stated that HCEC has two marked responder vehicles that were up for auction. Due to the equipment being outdated and once removing emergency equipment, the return will not be much. There are government agencies that would love to have these vehicles. There is no specific entity at this point. Mrs. Sunday has some recommendations she will offer. The vehicles for donation include a 2008 Chevy Tahoe and a 2008 Dodge Charger. Motion to approve the donation of the support vehicles from ESD #1 to another governmental entity or 501c3 agency was made by Fred Scibuola. Motion carried.
  
17. **Harris County Emergency Corps Report:** HCEC report was given by Mr. Hyde as follows:
  - HCEC responded to 1508 911 calls this month, compared to 1611 in the previous month. Response time is 8:10.
  - HCEC is still responding well to the COVID-19 pandemic. Call volume is at normal. There are no employees in quarantine.
  - HCEC implemented a basic level unit in order to offset the growing number of calls for COVID and the unit is still proving to be of benefit to our system.
  - Bender Building improvements: We are using this time to do some necessary repairs to 2800 Aldine Bender including exterior paint, replacement of the ESD #1 outdoor sign, and reflooring the Clinical Services area.
  - Crews moved into Station 94 and we are hopefully moving into Station 92 by the end of May.
  - HCEC is participating in EMS week and has given our staff some nice personalized tokens of appreciation. We were also featured by the American Ambulance Association.
  - Ambulance Failures: 6 (0 during response/patient care)
  - Fleet Accident: 1 (226, minor)
  
18. **Possible action on Harris County Emergency Corps Report:** None.
  
19. **Adjourn to closed session:** Adjourn to closed session at 10:54 am.
  
20. **Possible action on closed session:** None.
  
21. **Announce next Board meeting:** The Regular Board of Commissioners meeting will be held on Tuesday, June 30, 2020 at 9:00 am.
  
22. **Adjourn:** Fred Scibuola made a motion to adjourn. Motion carried. Meeting adjourned at 11:10 am.

### **Supplemental Agenda Election Agenda**

- a. *Deliver Certificates of Election:*** Ms. Regina Adams delivered the packet containing the certificates of election as well as other documents to Jeremy Hyde this morning. Once signed, they will return them to Regina's office for filing. Oath of Office will be notarized by Regina once completed.
- b. *Qualification of Commissioners:*** All parties involved are qualified as they are standing previously on the Board of Commissioners.
- c. *Administration of Oaths of Office:*** Fred Scibuola gave his Oath of Office at 9:10 am. Pete Serna gave his Oath of Office at 9:12 am. The Oath of Office was repeated after Ms. Adams as follows: I, (Commissioner name), do solemnly swear that I will faithfully execute the duties of office of Commissioner of Harris County ESD Number 1, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution of Laws of the United States and of this State, so help me God.



**HOUSTON**  
3200 Wilcrest Drive  
Suite 100  
Houston, TX 77042  
Ofc: 713/ 316-4506  
www.agcm.com

June 29, 2020

Harris County Emergency Corps  
Attn. Jeremy Hyde  
2800 Aldine Bender Rd.  
Houston, TX

Dear Jeremy:

SUBJECT: June 2020 Board Update - Station 92/94

**Project Progress:**

REMAINING ITEMS:

- 92/94 – Double Doors into Conference Room/Dispatch were not correct doors with hardware sets specified. **OUTSTANDING – NOT COMPLETE (Reference Project Hurdles below).**
- 92 – Missing Card Reader on Door 207 (Driveway to Bay Entry Door) - **COMPLETED**
- 92 – Fix Fencecrete in (1) area at entry. **COMPLETED**
- 92/94 – Closeout Documents (Operation and Maintenance, Record Drawings, Owner Training, Attic Stock etc.). **90% COMPLETE (Commissioning Agent in review of O&M's and awaiting approval)**
- 92 – Completion of TAB & Commissioning - **COMPLETED**
- 94 – Demolish Existing 94 – **NOT COMPLETE (Reference Project Hurdles below).**
- 92/94 – Various Warranty items that need to be addressed by contractor within the 1 year warranty period. **ONGOING**
- 92/94 – Finalization of various Owner requested changes. **ONGOING**

**Project Hurdles:**

**Conference Room/Dispatch Doors** - Awaiting a delivery date from Construction Masters, was tracking for Early July.

**Demolish Existing EMS #94** - CenterPoint Energy has to disconnect overhead power lines before structure can be demolished. All testing, notices and survey efforts have been made to required entities to bring down the structure.

*Note: Additional demolition costs might be incurred if ESD-10 requires parts of the existing fence to remain to ensure perimeter security. We can put demolition off until the waterline off Aldine Bender is complete or anticipate additional costs AGCM anticipates a cost of \$3,500 – \$5,500 depending on if the fence has concrete footings that need removal or if they can be cut flush to grade.*



**Project Schedule:**

Warranty Period.

Final Completion Paperwork will be executed when Conference Room Doors are addressed and EMS #94 is demolished in its entirety.

**Project Costs:**

*N/A for Month of June*

Thank you,

A handwritten signature in black ink, appearing to read "Michael Medwedeff". The signature is fluid and cursive, with a large initial "M" and "M".

Michael Medwedeff, CMIT  
Project Manager



**HOUSTON**  
3200 Wilcrest Drive  
Suite 100  
Houston, TX 77042  
Ofc 713/ 316-4506  
www.agcm.com

June 29, 2020

Harris County Emergency Corps  
Attn. Jeremy Hyde  
2800 Aldine Bender Rd.  
Houston, TX

Dear Jeremy:

SUBJECT: June 2020 Board Update

**Project Progress:**

June 3, 2020 – Observation of continued Mechanical, Electrical and Plumbing Rough-in.  
June 8, 2020 – Fire Sprinkler Overhead lines completed.  
June 8, 2020 – Lightning Protection Commenced  
June 9, 2020 – Finished Sidewalks and light poles.  
June 16, 2020 – EMS 97 Commissioning Kickoff Meeting held for MEP Trades.  
June 16, 2020 – Owner Walk-Thru of Electrical/Mechanical Fixture/Outlet Locations. There were some additional outlets and security items added by HCEC to accommodate for personnel. Construction Masters is gathering those costs and will be presented to the Board for July 2020.  
June 22, 2020 – Observed continued sheathing and exterior panel installation.  
June 25, 2020 – Overhead Door Installation commenced.  
June 29, 2020 – Exterior Waterproofing commenced.

**Project Hurdles:**

Actively tracking CV-19 issues brought forth in terms of impacting our project specifically (none to note that we have found).

**Project Schedule:**

On schedule.

Project is anticipated to be artificially dried in by early July as window openings will be covered with exterior plastic until their delivery in late July.

Interior will start coming together with big progress in the month of July.

**Project Costs:**

***Contractor Pay Application #06*** - Pay Application #6 (May '20) for Construction Masters in amount of **\$135,594.40**

**Contractor Pay Application #07** – Pay Application #7 (June '20) for Construction Masters in amount of **\$162,729.12**

**Allowance Expenditure #04** – Deduct of \$2,811.00 from Owner Contingency to compensate the fire suppression design contractor for additional design and coordination efforts not indicated in drawings (i.e. 2 hour fire rated wall change between apparatus bay and dorm) in order to maintain the 4” underground fire water supply. Incorporated into this cost is a \$430.00 upgrade to storefront hardware finishes to dark bronze to match the storefront system (manufacturer lists this as a premium finish).

Thank you,



Michael Medwedeff, CMIT  
Project Manager



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Project: Allowance Expenditure Authorization – Contingency Allowance  
 HCESD No 1 EMS 97  
 Date: 5/26/20  
 Request No: AER-OC-004  
 To: AG/CM & Martinez Architects

Construction Masters is proposing to make the following changes to the **Contingency** Allowance for the EMS 97 project:

Description:  
 Addition cost for Fire Sprinkler design changes  
 Finish change for storefront door hardware.

| Item                              | Cost               |
|-----------------------------------|--------------------|
| Sprinkler Design Cost             | \$ 2,381.00        |
| Storefront door hardware changes. | \$ 430.00          |
| <b>Total</b>                      | <b>\$ 2,811.00</b> |

|                                                                 |                     |
|-----------------------------------------------------------------|---------------------|
| Beginning Balance                                               | \$ 55,000.00        |
| Amount of Allowance Expenditures Previously Approved            | \$ 9,586.00         |
| Balance Prior to this Authorization                             | \$ 45,414.00        |
| If approved, the allowance balance will decrease by this amount | \$ 2,811.00         |
| <b>New Allowance Balance</b>                                    | <b>\$ 42,603.00</b> |

Reason:

1. Additional design time used during the redesign for the EMS Station 97
2. Changing Storefront hardware to bronze



Attachments: H&H Door and Impact Fire

Approvals:   
 Owner

  
 Architect/ Engineer/ Designer

**APPROVED**  
 Document approved by Harris County ESD-1  
 Board of Commissioners  
 By a Majority Vote  
 on 6/30/20 (Date)

www.cmhou.com

  
 President of ESD-1  
  
 Secretary of ESD-1



**Impact Fire Services**  
1285 N. Post Oak Road Suite 102  
Houston, Texas 77055  
Phone: (713) 263-7535  
Fax: (713) 263-7529

May 13, 2020

**Construction Masters of Houston**  
3908 3<sup>rd</sup> St.  
Pearland, TX 77581

Attn: Dennis Busby

**EMS Station 97**  
**Wet Pipe Fire Sprinkler System**

Impact Fire Services is pleased to offer for your consideration the following cost proposal for the above referenced project::

**SCOPE OF WORK:**

Impact Fire Services will provide design to accommodate a new design method for the fire sprinkler system on this project to attempt to utilize the 4" underground fire line. This new design method utilizes items not found in the plans, ie 2 hour fire rated separation between the truck bay and the dorm area. This design time was added after ruling out the original plan scope using a 4" underground fire line would not meet hydraulic calculation demands.

**Pricing Breakdown:**

Labor: \$0.00  
Design Labor: \$1,920.00  
Project Manager Labor: \$150.00  
Material& Equipment: \$0.00  
OH&P 15%: \$311.00  
**Total Cost: \$2,381.00**

Our price to provide all work as described above is **Two Thousand Three Hundred Eighty One Dollars (\$2,381.00)** w/o tax.

Thank You,  
Jeff Peterson  
Project Manager  
Office #713-263-7535  
Fax #713-263-7529  
Cell# 832-364-3589  
[jpeterson@impactfireservices.com](mailto:jpeterson@impactfireservices.com)

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Arlington – Austin – Bryan – College Station – Dallas/Fort Worth – Houston – Lubbock  
San Antonio – Temple – Waco – Salt Lake City, UT

Initial.....



H&H Doors and Hardware, LTD. - PO Box 3542, Victoria, TX, 77903 - Phone (361) 578-3664 - Fax (361) 578-0016

|                  |                                        |               |                     |
|------------------|----------------------------------------|---------------|---------------------|
| <b>TO:</b>       | <b>CONSTRUCTION MASTERS OF HOUSTON</b> | <b>DATE:</b>  | <b>5/5/2020</b>     |
| <b>ATTN:</b>     | <b>DENNIS BUSBY</b>                    | <b>PHONE:</b> | <b>281-960-4491</b> |
| <b>JOB NAME:</b> | <b>HARRIS COUNTY EMS STATION NO 97</b> | <b>FAX:</b>   | <b>281-485-4702</b> |
| <b>JOB #:</b>    | <b>19081</b>                           |               |                     |

Per your request, this proposes a change to our purchase order # 2019.42 dated 10/11/19 for Hollow Metal Frames/Doors, Wood Doors, Finished Hardware & Storefront Hardware, to:

**Change finish of storefront hardware to dark bronze.**

|                                                                |               |               |
|----------------------------------------------------------------|---------------|---------------|
| Total Price Increase (Decrease) Tax Not Included, FOB Jobsite: | \$            | <b>430.00</b> |
| Tax:                                                           | <b>EXEMPT</b> |               |
| <b>Total Of Proposed Changes:</b>                              | <b>\$</b>     | <b>430.00</b> |

**Notes:**

- Your order will be on hold pending approval of this change order for no longer than \_\_\_\_ days.
- If we have not received authorization within \_\_\_\_ days after receipt of all required information to proceed with this order, we will proceed with the order as approved in order to avoid any delay in the current project's delivery schedule and this PCO will be void.
- Payable to H&H Doors & Hardware, LTD, 17610 NW Zac Lentz Parkway, Victoria, Texas 77905, Victoria County.
- This document serves as a "proposed change order" acknowledging the products to be supplied and the price to be added to the original purchase order.
- All work covered by this change shall be performed under the same terms and conditions as in the original purchase order and to match previous material and manufacturers, if applicable.
- This quote is subject to change if we are not notified to proceed by your signature below or if directed not to proceed, this quote is invalid.
- Prior to proceeding with the above changes, H&H must be in receipt of an executed Change Order inclusive of a change order number, or a new executed purchase order.

**Changes Accepted by:**

Authorized Signature \_\_\_\_\_  
Sign / Print

**Change Order Number, #** \_\_\_\_\_

**New Purchase Order, #** \_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_

**Changes Proposed by:**

Authorized Signature Jace Woodstock

**Date of Acceptance**

5/5/2020



**HCESD No 1 Monthly Financial Report Summary  
May Board Meeting  
Tuesday, June 30, 2020**

At the beginning of May, the Harris County Emergency Services District No 1 (HCESD No 1) beginning Operating Fund Balance was \$21,128,248. During the month, HCESD No 1 received \$116,038 in revenue – the majority of which came from the county tax receipts. HCESD No 1 processed \$1,747,208 in disbursements during the month. 72% of this balance is a payment to HCEC for the monthly invoices related to Contract Revenue (\$879,512) and to Construction Masters of Houston for the Pay App Request (\$282,216 and \$96,678). The ending balance as of May 31, 2020 is \$19,497,078.

The invoices pending board approval total \$1,519,246. See page 3 for “Unpaid Bills Detail” report. Additionally, there was \$377,453 paid after the board meeting for construction related items (Construction Masters Pay App #22 and #5 - \$368,866.10 and Martinez Architects Invoice 19005-13 through 19005-15 - \$8,586.55). Invoice copies are attached at the end of the report.

**APPROVED**  
Document approved by Harris County ESD-1  
Board of Commissioners  
By a Majority Vote  
on 6/30/20 (Date)  
[Signature] President of ESD-1  
[Signature] Secretary of ESD-1

**Harris County ESD No 1  
General Operating Fund  
As of May 31, 2020**

**General Operating Fund**

**BEGINNING BALANCE:** 21,128,247.88

**REVENUE**

|                      |            |                   |                   |
|----------------------|------------|-------------------|-------------------|
| Deposits             |            |                   |                   |
| Deposits             | 109,526.21 | Tax Revenue       |                   |
| Interest             | 9.10       | Savings Interest  |                   |
| Interest             | 6,502.84   | TX Class Interest |                   |
| <b>Total Revenue</b> |            |                   | <b>116,038.15</b> |

**DISBURSEMENTS**

|                            |                                  |            |                            |
|----------------------------|----------------------------------|------------|----------------------------|
| EFT                        | Chase                            | 12.00      | Bank Service Chg           |
| 15944                      | Radcliffe Bobbitt Adams          | 262.80     | Election Costs             |
| 15938                      | Caryn Papantonakis               | 6,000.00   | Legal Fees                 |
| 15943                      | HCEC                             | 879,512.00 | Monthly Reimbursement      |
| 15941                      | Fred Scibuola                    | 600.00     | Commissioner Reimbursement |
| 15939                      | Construction Masters of Houstc   | 96,677.90  | Pay App                    |
| 15940                      | DeLage Laden Public Finance      | 36,939.53  | Monthly Loan               |
| 15942                      | Harris County Appraisal District | 33,961.00  | Website Maintenance        |
| 15664                      | Construction Masters of Houstc   | 368,866.10 | Pay App                    |
| Wire                       | BBT                              | 300,430.38 |                            |
| 15945                      | Shirley Reed                     | 600.00     | Commissioner Reimbursement |
| 15613                      | Martinez Architects LP           | 8,586.55   | Architect                  |
| ACH                        | Government Capital Corp          | 74,000.00  | Cost of Loan Issuance      |
| 15946                      | The Morton Acct. Serv            | 4,625.85   | Accounting Services        |
| 15937                      | AGCM Inc.                        | 22,784.18  | Equipment Payment          |
| <b>Total Disbursements</b> |                                  |            | <b>1,833,858.29</b>        |

**ENDING BALANCE:** **19,410,427.74**

**5/31/2020**

| <b>LOCATION OF ASSETS</b>    | <b>Interest Rate</b> | <b>Balance</b>       |
|------------------------------|----------------------|----------------------|
| Chase Operating              |                      | 210,257.95           |
| Chase Savings                | 0.1800%              | 15,350.89            |
| Texas Class                  | 0.3700%              | 19,184,818.90        |
| <b>Total Account Balance</b> |                      | <b>19,410,427.74</b> |



**Harris County ESD No. 1 - GOF**  
**Unpaid Bills Detail**  
As of June 27, 2020

| Type                                          | Date       | Num               | Memo                                         | Due Date   | Open Balance        |
|-----------------------------------------------|------------|-------------------|----------------------------------------------|------------|---------------------|
| <b>AG CM Inc.</b>                             |            |                   |                                              |            |                     |
| Bill                                          | 05/31/2020 | 7718              | Project Management Support - May 2020        | 06/10/2020 | 8,649.45            |
| Bill                                          | 05/31/2020 | 7711              | Project Management Support #97 - May 2020    | 06/10/2020 | 10,795.70           |
| Total AG CM Inc.                              |            |                   |                                              |            | 19,445.15           |
| <b>Carr Riggs &amp; Ingram</b>                |            |                   |                                              |            |                     |
| Bill                                          | 05/22/2020 | 16913215          | 2019 Audit Billing - Final                   | 06/01/2020 | 2,288.00            |
| Total Carr Riggs & Ingram                     |            |                   |                                              |            | 2,288.00            |
| <b>Caryn Papantonakis</b>                     |            |                   |                                              |            |                     |
| Bill                                          | 06/11/2020 |                   | Legal Fees                                   | 06/21/2020 | 6,000.00            |
| Total Caryn Papantonakis                      |            |                   |                                              |            | 6,000.00            |
| <b>Chase Card Services</b>                    |            |                   |                                              |            |                     |
| Bill                                          | 06/10/2020 | May/June 2020     | Acct x7714                                   | 06/20/2020 | 154.48              |
| Total Chase Card Services                     |            |                   |                                              |            | 154.48              |
| <b>Construction Masters of Houston, Inc.</b>  |            |                   |                                              |            |                     |
| Bill                                          | 05/29/2020 | Pay Request 6 ... | Pay Request 6 - Total Contract \$1,819,000   | 06/08/2020 | 133,594.40          |
| Total Construction Masters of Houston, Inc.   |            |                   |                                              |            | 133,594.40          |
| <b>De Lage Laden Public Finance</b>           |            |                   |                                              |            |                     |
| Bill                                          | 05/15/2020 | 68139088          | Building Note - Monthly                      | 05/25/2020 | 36,939.53           |
| Total De Lage Laden Public Finance            |            |                   |                                              |            | 36,939.53           |
| <b>Fred A Scibuola</b>                        |            |                   |                                              |            |                     |
| Bill                                          | 06/18/2020 | May/June Reimb    | May 27 - June 18, 2020 Reimbursement         | 06/28/2020 | 600.00              |
| Total Fred A Scibuola                         |            |                   |                                              |            | 600.00              |
| <b>HCEC</b>                                   |            |                   |                                              |            |                     |
| Bill                                          | 05/31/2020 | 2141              | May 2020                                     | 06/10/2020 | 1,212,597.00        |
| Total HCEC                                    |            |                   |                                              |            | 1,212,597.00        |
| <b>Interbelt North Business Owner's Asso.</b> |            |                   |                                              |            |                     |
| Bill                                          | 05/31/2020 | 2019 Assessm...   | Acct #314573 Annual Dues 2019                | 06/10/2020 | 17.09               |
| Bill                                          | 05/31/2020 | 2019 Assessm...   | Acct #314572 Annual Dues 2019                | 06/10/2020 | 5,538.79            |
| Total Interbelt North Business Owner's Asso.  |            |                   |                                              |            | 5,555.88            |
| <b>Martinez Architects LP</b>                 |            |                   |                                              |            |                     |
| Bill                                          | 05/29/2020 | 19005-16          | Design Station No 97 - May 2020 Estimate ... | 06/08/2020 | 6,048.00            |
| Total Martinez Architects LP                  |            |                   |                                              |            | 6,048.00            |
| <b>Oak Interactive, LLC</b>                   |            |                   |                                              |            |                     |
| Bill                                          | 05/01/2020 | 12642             | Monthly Website Maintenance                  | 05/11/2020 | 450.00              |
| Bill                                          | 05/29/2020 | 12659             | Monthly Website Maintenance                  | 06/08/2020 | 450.00              |
| Total Oak Interactive, LLC                    |            |                   |                                              |            | 900.00              |
| <b>Radcliffe Bobbitt Adams Polley</b>         |            |                   |                                              |            |                     |
| Bill                                          | 06/15/2020 | 210067            | Legal - Election and Litigation              | 06/25/2020 | 2,104.96            |
| Total Radcliffe Bobbitt Adams Polley          |            |                   |                                              |            | 2,104.96            |
| <b>Shirley Reed</b>                           |            |                   |                                              |            |                     |
| Bill                                          | 05/31/2020 | Reimb Apr 28      | Reimbursement Request Apr 1 - Apr 28, 2...   | 06/10/2020 | 750.00              |
| Total Shirley Reed                            |            |                   |                                              |            | 750.00              |
| <b>The Morton Accounting Services</b>         |            |                   |                                              |            |                     |
| Bill                                          | 05/31/2020 | 2066              | May CPA Services                             | 06/10/2020 | 5,617.93            |
| Total The Morton Accounting Services          |            |                   |                                              |            | 5,617.93            |
| <b>TOTAL</b>                                  |            |                   |                                              |            | <b>1,432,595.33</b> |

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
**January through May 2020**

|                                                      | Jan - May 20 | Budget        | \$ Over Budget | % of Budget |
|------------------------------------------------------|--------------|---------------|----------------|-------------|
| <b>Ordinary Income/Expense</b>                       |              |               |                |             |
| <b>Income</b>                                        |              |               |                |             |
| <b>41000 · Service Revenue</b>                       |              |               |                |             |
| 41100 · HCEC Ambulance Lease Revenue                 | 35,000.00    | 84,000.00     | -49,000.00     | 41.7%       |
| 41200 · HCEC Property Lease Revenue                  | 227,765.00   | 546,636.00    | -318,871.00    | 41.7%       |
| <b>Total 41000 · Service Revenue</b>                 | 262,765.00   | 630,636.00    | -367,871.00    | 41.7%       |
| <b>42000 · Tax Revenues</b>                          |              |               |                |             |
| 42100 · Penalty & Interest                           | 70,900.90    | 200,000.00    | -129,099.10    | 35.5%       |
| 42300 · Tax Revenue                                  | 5,897,230.39 | 17,734,534.00 | -11,837,303.61 | 33.3%       |
| <b>Total 42000 · Tax Revenues</b>                    | 5,968,131.29 | 17,934,534.00 | -11,966,402.71 | 33.3%       |
| <b>43000 · Other Income</b>                          |              |               |                |             |
| 43100 · Miscellaneous Income                         | 9,579.70     | 2,000.00      | 7,579.70       | 479.0%      |
| 43150 · Proceeds from Sale of Asset                  | 0.00         | 2,000.00      | -2,000.00      | 0.0%        |
| 43200 · Donations & Contributions                    | 0.00         | 8,400.00      | -8,400.00      | 0.0%        |
| 43550 · Interest Earned on Checking                  | 76,196.90    | 350,000.00    | -273,803.10    | 21.8%       |
| 43700 · Interest Earned on Temp. Invest              | 6,511.94     |               |                |             |
| <b>Total 43000 · Other Income</b>                    | 92,288.54    | 362,400.00    | -270,111.46    | 25.5%       |
| <b>Total Income</b>                                  | 6,323,184.83 | 18,927,570.00 | -12,604,385.17 | 33.4%       |
| <b>Gross Profit</b>                                  | 6,323,184.83 | 18,927,570.00 | -12,604,385.17 | 33.4%       |
| <b>Expense</b>                                       |              |               |                |             |
| <b>143502 · Commissions Paid from Levy</b>           | 28,665.90    | 90,000.00     | -61,334.10     | 31.9%       |
| <b>170000 · Capital Purchases</b>                    |              |               |                |             |
| 17001 · Vehicles                                     | 0.00         | 800,000.00    | -800,000.00    | 0.0%        |
| 17002 · Buildings                                    | 0.00         | 1,750,000.00  | -1,750,000.00  | 0.0%        |
| <b>Total 170000 · Capital Purchases</b>              | 0.00         | 2,550,000.00  | -2,550,000.00  | 0.0%        |
| <b>50000 · Commissioner Salaries and Wages</b>       |              |               |                |             |
| 50250 · Commissioner Reimbursement                   | 8,439.76     | 36,000.00     | -27,560.24     | 23.4%       |
| <b>Total 50000 · Commissioner Salaries and Wages</b> | 8,439.76     | 36,000.00     | -27,560.24     | 23.4%       |
| <b>51000 · HCEC Program Expense</b>                  |              |               |                |             |
| 51100 · HCEC Contract Expense                        | 5,850,342.00 | 17,217,152.64 | -11,366,810.64 | 34.0%       |
| <b>Total 51000 · HCEC Program Expense</b>            | 5,850,342.00 | 17,217,152.64 | -11,366,810.64 | 34.0%       |
| <b>52000 · Contract Services (DNU)</b>               |              |               |                |             |
| 52100 · Accounting Fees                              | 23,077.89    | 45,000.00     | -21,922.11     | 51.3%       |
| 52200 · Audit Fees                                   | 16,288.00    | 18,000.00     | -1,712.00      | 90.5%       |
| 52300 · Legal Fees                                   | 30,000.00    | 72,000.00     | -42,000.00     | 41.7%       |
| 52350 · Outside Contract Services                    | 73,216.09    | 200,000.00    | -126,783.91    | 36.6%       |
| 52550 · Election Expense                             | 5,223.76     | 7,000.00      | -1,776.24      | 74.6%       |
| <b>Total 52000 · Contract Services (DNU)</b>         | 147,805.74   | 342,000.00    | -194,194.26    | 43.2%       |
| <b>53000 · Operations (DNU)</b>                      |              |               |                |             |
| 53100 · Banking Fees                                 | 60.00        | 230.00        | -170.00        | 26.1%       |
| 53150 · Dues & Subscriptions                         | 7,837.97     | 8,000.00      | -162.03        | 98.0%       |
| 53200 · Postage                                      | 93.10        | 450.00        | -356.90        | 20.7%       |
| 53300 · Printing & Copying                           | 69.02        | 300.00        | -230.98        | 23.0%       |
| 53350 · Legal Notices & Filing Fees                  | 0.00         | 20,000.00     | -20,000.00     | 0.0%        |
| 53400 · Office Supplies                              | 47.73        | 2,000.00      | -1,952.27      | 2.4%        |
| <b>Total 53000 · Operations (DNU)</b>                | 8,107.82     | 30,980.00     | -22,872.18     | 26.2%       |
| <b>54000 · General and Admin Expenses</b>            |              |               |                |             |
| 54150 · Insurance - Gen Liab-Err & Omis              | 52,344.00    | 27,500.00     | 24,844.00      | 190.3%      |
| 54200 · Insurance - Treasurer's Bond                 | 0.00         | 600.00        | -600.00        | 0.0%        |
| 54300 · Other Costs (Contingency Funds)              | 0.00         | 15,000.00     | -15,000.00     | 0.0%        |
| 54400 · HCAD Qtr Expenses                            | 67,854.00    | 122,000.00    | -54,146.00     | 55.6%       |
| 54450 · Depreciation Expense                         | 0.00         | 500,000.00    | -500,000.00    | 0.0%        |
| 54600 · Travel & Meetings                            | 126.10       | 4,000.00      | -3,873.90      | 3.2%        |
| 54650 · Conference, Conven & Meetings                | 1,275.00     | 6,000.00      | -4,725.00      | 21.3%       |

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Budget vs. Actual**  
January through May 2020

|                                          | <u>Jan - May 20</u> | <u>Budget</u>        | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|------------------------------------------|---------------------|----------------------|-----------------------|--------------------|
| 54700 · Travel/Lodging                   | 2,796.69            | 5,000.00             | -2,203.31             | 55.9%              |
| Total 54000 · General and Admin Expenses | 124,395.79          | 680,100.00           | -555,704.21           | 18.3%              |
| 60000 · Interest Expense                 | 149,217.48          | 290,545.36           | -141,327.88           | 51.4%              |
| 66900 · Reconciliation Discrepancies     | 32.41               |                      |                       |                    |
| Total Expense                            | 6,317,006.90        | 21,236,778.00        | -14,919,771.10        | 29.7%              |
| Net Ordinary Income                      | 6,177.93            | -2,309,208.00        | 2,315,385.93          | -0.3%              |
| Net Income                               | <b>6,177.93</b>     | <b>-2,309,208.00</b> | <b>2,315,385.93</b>   | <b>-0.3%</b>       |

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
**As of May 31, 2020**

|                                                   | May 31, 20           | May 31, 19           | \$ Change            | % Change      |
|---------------------------------------------------|----------------------|----------------------|----------------------|---------------|
| <b>ASSETS</b>                                     |                      |                      |                      |               |
| <b>Current Assets</b>                             |                      |                      |                      |               |
| <b>Checking/Savings</b>                           |                      |                      |                      |               |
| 11100 · Cash in Bank                              | 296,908.50           | 196,386.74           | 100,521.76           | 51.2%         |
| 11300 · Time Deposits                             | 15,350.89            | 144,858.09           | -129,507.20          | -89.4%        |
| 11350 · Texas Class Investment                    | 19,184,818.90        | 21,006,761.96        | -1,821,943.06        | -8.7%         |
| <b>Total Checking/Savings</b>                     | <b>19,497,078.29</b> | <b>21,348,006.79</b> | <b>-1,850,928.50</b> | <b>-8.7%</b>  |
| <b>Accounts Receivable</b>                        |                      |                      |                      |               |
| 11001 · *Accounts Receivable                      | 11.57                | 11.57                | 0.00                 | 0.0%          |
| <b>Total Accounts Receivable</b>                  | <b>11.57</b>         | <b>11.57</b>         | <b>0.00</b>          | <b>0.0%</b>   |
| <b>Other Current Assets</b>                       |                      |                      |                      |               |
| <b>11500 · Accounts Receivable</b>                |                      |                      |                      |               |
| 11510 · Current Taxes Receivables                 | 6,187,746.91         | 4,553,010.99         | 1,634,735.92         | 35.9%         |
| 11520 · Delinquent Taxes Receivable               | 1,496,518.10         | 875,739.68           | 620,778.42           | 70.9%         |
| 11550 · Due from Tax Assessor                     | -0.60                | -0.60                | 0.00                 | 0.0%          |
| 11590 · Allowance Doubtful Accts-Tax              | -903,020.00          | -903,020.00          | 0.00                 | 0.0%          |
| 11500 · Accounts Receivable - Other               | 17,125.50            | 17,125.50            | 0.00                 | 0.0%          |
| <b>Total 11500 · Accounts Receivable</b>          | <b>6,798,369.91</b>  | <b>4,542,855.57</b>  | <b>2,255,514.34</b>  | <b>49.7%</b>  |
| <b>11600 · Fees for Services Receivable</b>       |                      |                      |                      |               |
| 11610 · Service Fee Receivable                    | 63,985,030.33        | 64,053,726.67        | -68,696.34           | -0.1%         |
| 11650 · Allowance for Bad Debt                    | -63,961,127.00       | -63,961,127.00       | 0.00                 | 0.0%          |
| <b>Total 11600 · Fees for Services Receivable</b> | <b>23,903.33</b>     | <b>92,599.67</b>     | <b>-68,696.34</b>    | <b>-74.2%</b> |
| <b>11800 · Prepaid Expense</b>                    |                      |                      |                      |               |
|                                                   | 39,848.00            | 39,848.00            | 0.00                 | 0.0%          |
| <b>Total Other Current Assets</b>                 | <b>6,862,121.24</b>  | <b>4,675,303.24</b>  | <b>2,186,818.00</b>  | <b>46.8%</b>  |
| <b>Total Current Assets</b>                       | <b>26,359,211.10</b> | <b>26,023,321.60</b> | <b>335,889.50</b>    | <b>1.3%</b>   |
| <b>Fixed Assets</b>                               |                      |                      |                      |               |
| <b>15000 · Vehicle Assets</b>                     |                      |                      |                      |               |
| 15010 · Vehicles                                  | 2,669,050.50         | 2,600,167.89         | 68,882.61            | 2.7%          |
| 15020 · Vehicles on Order                         | 449,559.68           | 57,992.00            | 391,567.68           | 675.2%        |
| <b>Total 15000 · Vehicle Assets</b>               | <b>3,118,610.18</b>  | <b>2,658,159.89</b>  | <b>460,450.29</b>    | <b>17.3%</b>  |
| <b>16000 · Land</b>                               |                      |                      |                      |               |
| 16010 · Land- 1620 Isom Property                  | 235,546.58           | 235,546.58           | 0.00                 | 0.0%          |
| 16020 · Land- Fallbrook Property                  | 30,809.15            | 30,809.15            | 0.00                 | 0.0%          |
| 16030 · Land- Old Humble Rd Property              | 117,980.67           | 117,980.67           | 0.00                 | 0.0%          |
| 16040 · Land- 2800 Aldine Bender                  | 309,467.00           | 309,467.00           | 0.00                 | 0.0%          |
| 16000 · Land - Other                              | 885,097.93           | 885,097.93           | 0.00                 | 0.0%          |
| <b>Total 16000 · Land</b>                         | <b>1,578,901.33</b>  | <b>1,578,901.33</b>  | <b>0.00</b>          | <b>0.0%</b>   |
| <b>17000 · Furniture and Equipment</b>            |                      |                      |                      |               |
| 17010 · Off. & Maint Equipment                    | 1,514,002.60         | 1,074,956.11         | 439,046.49           | 40.8%         |
| 17020 · Medical Equipment                         | 3,561,022.98         | 3,561,022.98         | 0.00                 | 0.0%          |
| 17030 · Software & License Agreements             | 55,296.84            | 0.00                 | 55,296.84            | 100.0%        |
| 17040 · Furniture & Fixtures                      | 247,256.48           | 106,810.28           | 140,446.20           | 131.5%        |
| 17050 · Communication Cntr New Station            | 431,434.26           | 84,641.87            | 346,792.39           | 409.7%        |
| 17000 · Furniture and Equipment - Other           | 14,850.00            | 14,850.00            | 0.00                 | 0.0%          |
| <b>Total 17000 · Furniture and Equipment</b>      | <b>5,823,863.16</b>  | <b>4,842,281.24</b>  | <b>981,581.92</b>    | <b>20.3%</b>  |
| <b>18000 · Building and Improvements</b>          |                      |                      |                      |               |
| 18010 · 1620 Isom Admin Bldg                      | 488,507.62           | 488,507.62           | 0.00                 | 0.0%          |
| 18020 · 2800 Aldine Bender Bldg                   | 5,758,586.91         | 5,758,586.91         | 0.00                 | 0.0%          |
| 18030 · 7710 Fallbrook Station                    | 476,537.75           | 476,537.75           | 0.00                 | 0.0%          |
| 18040 · 10512 Airline Station                     | 238,339.00           | 238,339.00           | 0.00                 | 0.0%          |
| 18050 · 6310 Aldine Bender Station                | 523,695.00           | 523,695.00           | 0.00                 | 0.0%          |
| 18060 · Station #92                               | 3,448,523.56         | 2,453,344.78         | 995,178.78           | 40.6%         |
| 18070 · Station #94                               | 2,850,591.81         | 2,122,963.12         | 727,628.69           | 34.3%         |
| 18080 · Station #97                               | 896,724.38           | 33,015.44            | 863,708.94           | 2,616.1%      |

**Harris County ESD No. 1 - GOF**  
**Balance Sheet Prev Year Comparison**  
**As of May 31, 2020**

|                                            | May 31, 20           | May 31, 19           | \$ Change            | % Change      |
|--------------------------------------------|----------------------|----------------------|----------------------|---------------|
| Total 18000 · Building and Improvements    | 14,681,506.03        | 12,094,989.62        | 2,586,516.41         | 21.4%         |
| 19000 · Accumulated Depreciation           | -8,709,866.56        | -7,527,584.50        | -1,182,282.06        | -15.7%        |
| <b>Total Fixed Assets</b>                  | <b>16,493,014.14</b> | <b>13,646,747.58</b> | <b>2,846,266.56</b>  | <b>20.9%</b>  |
| <b>Other Assets</b>                        |                      |                      |                      |               |
| 19500 · Call Center License                |                      |                      |                      |               |
| 19550 · Old Comm Center Other              | 800,000.00           | 800,000.00           | 0.00                 | 0.0%          |
| <b>Total 19500 · Call Center License</b>   | <b>800,000.00</b>    | <b>800,000.00</b>    | <b>0.00</b>          | <b>0.0%</b>   |
| 19600 · Financing Costs                    |                      |                      |                      |               |
| 19610 · Government Capital Loan Costs      | 74,000.00            | 0.00                 | 74,000.00            | 100.0%        |
| <b>Total 19600 · Financing Costs</b>       | <b>74,000.00</b>     | <b>0.00</b>          | <b>74,000.00</b>     | <b>100.0%</b> |
| <b>Total Other Assets</b>                  | <b>874,000.00</b>    | <b>800,000.00</b>    | <b>74,000.00</b>     | <b>9.3%</b>   |
| <b>TOTAL ASSETS</b>                        | <b>43,726,225.24</b> | <b>40,470,069.18</b> | <b>3,256,156.06</b>  | <b>8.1%</b>   |
| <b>LIABILITIES &amp; EQUITY</b>            |                      |                      |                      |               |
| <b>Liabilities</b>                         |                      |                      |                      |               |
| <b>Current Liabilities</b>                 |                      |                      |                      |               |
| Accounts Payable                           |                      |                      |                      |               |
| 20000 · Accounts Payable                   | 1,510,386.44         | 1,104,318.30         | 406,068.14           | 36.8%         |
| 20050 · Unclaimed Property                 | 352.41               | 352.41               | 0.00                 | 0.0%          |
| <b>Total Accounts Payable</b>              | <b>1,510,738.85</b>  | <b>1,104,670.71</b>  | <b>406,068.14</b>    | <b>36.8%</b>  |
| <b>Other Current Liabilities</b>           |                      |                      |                      |               |
| 22000 · Accrued Expenses                   |                      |                      |                      |               |
| 22200 · Interest Payable                   | 27,777.65            | 0.00                 | 27,777.65            | 100.0%        |
| <b>Total 22000 · Accrued Expenses</b>      | <b>27,777.65</b>     | <b>0.00</b>          | <b>27,777.65</b>     | <b>100.0%</b> |
| 23000 · Other Payables                     |                      |                      |                      |               |
| 23020 · Deferred Taxes                     | 17,879,361.16        | 16,228,687.07        | 1,650,674.09         | 10.2%         |
| <b>Total 23000 · Other Payables</b>        | <b>17,879,361.16</b> | <b>16,228,687.07</b> | <b>1,650,674.09</b>  | <b>10.2%</b>  |
| 24000 · Current Notes Payable              |                      |                      |                      |               |
| 24040 · De Lage Landen Principle           | 188,154.14           | 208,426.08           | -20,271.94           | -9.7%         |
| 24050 · Government Capital Debt            | 192,585.54           | 186,109.39           | 6,476.15             | 3.5%          |
| <b>Total 24000 · Current Notes Payable</b> | <b>380,739.68</b>    | <b>394,535.47</b>    | <b>-13,795.79</b>    | <b>-3.5%</b>  |
| <b>Total Other Current Liabilities</b>     | <b>18,287,878.49</b> | <b>16,623,222.54</b> | <b>1,664,655.95</b>  | <b>10.0%</b>  |
| <b>Total Current Liabilities</b>           | <b>19,798,617.34</b> | <b>17,727,893.25</b> | <b>2,070,724.09</b>  | <b>11.7%</b>  |
| <b>Long Term Liabilities</b>               |                      |                      |                      |               |
| 25000 · Long Term Debt                     |                      |                      |                      |               |
| 25020 · Note Payable- WF                   | -0.01                | -0.01                | 0.00                 | 0.0%          |
| 25040 · Note Payable- DeLage Landen        | 1,232,849.19         | 1,604,533.63         | -371,684.44          | -23.2%        |
| 25050 · Note Payable - Government Cap      | 6,059,288.97         | 6,441,194.29         | -381,905.32          | -5.9%         |
| 25060 · Note - Stryker Equipment           | 1,177,394.25         | 1,569,859.00         | -392,464.75          | -25.0%        |
| <b>Total 25000 · Long Term Debt</b>        | <b>8,469,532.40</b>  | <b>9,615,586.91</b>  | <b>-1,146,054.51</b> | <b>-11.9%</b> |
| <b>Total Long Term Liabilities</b>         | <b>8,469,532.40</b>  | <b>9,615,586.91</b>  | <b>-1,146,054.51</b> | <b>-11.9%</b> |
| <b>Total Liabilities</b>                   | <b>28,268,149.74</b> | <b>27,343,480.16</b> | <b>924,669.58</b>    | <b>3.4%</b>   |
| <b>Equity</b>                              |                      |                      |                      |               |
| 30000 · Opening Bal Equity                 | 5,996,412.00         | 5,996,412.00         | 0.00                 | 0.0%          |
| 30100 · Unassigned Fund Balance            | 8,040,485.54         | 6,733,189.23         | 1,307,296.31         | 19.4%         |
| 30400 · Unrestricted Net Assets            | 1,415,000.03         | 1,415,000.03         | 0.00                 | 0.0%          |
| Net Income                                 | 6,177.93             | -1,018,012.24        | 1,024,190.17         | 100.6%        |
| <b>Total Equity</b>                        | <b>15,458,075.50</b> | <b>13,126,589.02</b> | <b>2,331,486.48</b>  | <b>17.8%</b>  |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>      | <b>43,726,225.24</b> | <b>40,470,069.18</b> | <b>3,256,156.06</b>  | <b>8.1%</b>   |

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Accrual Basis

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
 January through May 2020

| Type                                        | Date       | Num  | Adj | Name                     | Memo                      | Amount     |
|---------------------------------------------|------------|------|-----|--------------------------|---------------------------|------------|
| <b>Ordinary Income/Expense</b>              |            |      |     |                          |                           |            |
| <b>Income</b>                               |            |      |     |                          |                           |            |
| <b>41000 · Service Revenue</b>              |            |      |     |                          |                           |            |
| <b>41100 · HCEC Ambulance Lease Revenue</b> |            |      |     |                          |                           |            |
| Bill                                        | 01/31/2020 | 2077 |     | HCEC                     | Master Lease for Vehicles | 7,000.00   |
| Bill                                        | 02/29/2020 | 2095 |     | HCEC                     | Master Lease for Vehicles | 7,000.00   |
| Bill                                        | 03/31/2020 | 2111 |     | HCEC                     | Master Lease for Vehicles | 7,000.00   |
| Bill                                        | 04/30/2020 | 2128 |     | HCEC                     | Master Lease for Vehicles | 7,000.00   |
| Bill                                        | 05/31/2020 | 2141 |     | HCEC                     | Master Lease for Vehicles | 7,000.00   |
| Total 41100 · HCEC Ambulance Lease Revenue  |            |      |     |                          |                           | 35,000.00  |
| <b>41200 · HCEC Property Lease Revenue</b>  |            |      |     |                          |                           |            |
| Bill                                        | 01/31/2020 | 2077 |     | HCEC                     | Original Agreement        | 45,553.00  |
| Bill                                        | 02/29/2020 | 2095 |     | HCEC                     | Original Agreement        | 45,553.00  |
| Bill                                        | 03/31/2020 | 2111 |     | HCEC                     | Original Agreement        | 45,553.00  |
| Bill                                        | 04/30/2020 | 2128 |     | HCEC                     | Original Agreement        | 45,553.00  |
| Bill                                        | 05/31/2020 | 2141 |     | HCEC                     | Original Agreement        | 45,553.00  |
| Total 41200 · HCEC Property Lease Revenue   |            |      |     |                          |                           | 227,765.00 |
| Total 41000 · Service Revenue               |            |      |     |                          |                           | 262,765.00 |
| <b>42000 · Tax Revenues</b>                 |            |      |     |                          |                           |            |
| <b>42100 · Penalty &amp; Interest</b>       |            |      |     |                          |                           |            |
| Deposit                                     | 01/09/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,507.79   |
| Deposit                                     | 01/14/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 2,458.21   |
| Deposit                                     | 01/22/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,953.09   |
| Deposit                                     | 01/27/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,490.61   |
| Deposit                                     | 01/30/2020 |      |     | Harris County Tax Office | P&I                       | 0.00       |
| Deposit                                     | 01/30/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,557.55   |
| Deposit                                     | 01/31/2020 |      |     | Harris County Tax Office | P&I                       | 0.00       |
| Deposit                                     | 01/31/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,216.52   |
| Deposit                                     | 02/02/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,596.01   |
| Deposit                                     | 02/11/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 61.24      |
| Deposit                                     | 02/11/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 489.22     |
| Deposit                                     | 02/12/2020 |      |     | Harris County Tax Office | P&I                       | 3,489.37   |
| Deposit                                     | 02/12/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 4,607.39   |
| Deposit                                     | 02/13/2020 |      |     | Harris County Tax Office | P&I                       | 241.48     |
| Deposit                                     | 02/13/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,001.99   |
| Deposit                                     | 02/19/2020 |      |     | Harris County Tax Office | P&I                       | 2,212.29   |
| Deposit                                     | 02/19/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 766.19     |
| Deposit                                     | 02/20/2020 |      |     | Harris County Tax Office | P&I                       | 1,747.54   |
| Deposit                                     | 02/20/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 551.33     |
| Deposit                                     | 02/26/2020 |      |     | Harris County Tax Office | P&I                       | 2,512.98   |
| Deposit                                     | 02/26/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,055.34   |
| Deposit                                     | 02/28/2020 |      |     | Harris County Tax Office | P&I                       | 2,422.86   |
| Deposit                                     | 02/28/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,276.16   |
| Deposit                                     | 03/05/2020 |      |     | Harris County Tax Office | P&I                       | 5,864.14   |
| Deposit                                     | 03/05/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 515.20     |
| Deposit                                     | 03/06/2020 |      |     | Harris County Tax Office | P&I                       | 39.84      |
| Deposit                                     | 03/06/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 61.12      |
| Deposit                                     | 03/09/2020 |      |     | Harris County Tax Office | P&I                       | 4,748.42   |
| Deposit                                     | 03/09/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 831.62     |
| Deposit                                     | 03/12/2020 |      |     | Harris County Tax Office | P&I                       | 2,526.55   |
| Deposit                                     | 03/12/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 1,841.03   |
| Deposit                                     | 03/17/2020 |      |     | Harris County Tax Office | P&I                       | 2,388.03   |
| Deposit                                     | 03/17/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 665.85     |
| Deposit                                     | 03/20/2020 |      |     | Harris County Tax Office | P&I                       | 1,528.73   |
| Deposit                                     | 03/20/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 432.20     |
| Deposit                                     | 03/25/2020 |      |     | Harris County Tax Office | P&I                       | 1,416.60   |
| Deposit                                     | 03/25/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 459.30     |
| Deposit                                     | 03/30/2020 |      |     | Harris County Tax Office | P&I                       | 2,186.12   |
| Deposit                                     | 03/30/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 763.75     |
| Deposit                                     | 03/31/2020 |      |     | Harris County Tax Office | P&I                       | 1,197.25   |
| Deposit                                     | 03/31/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 85.57      |
| Deposit                                     | 04/08/2020 |      |     | Harris County Tax Office | P&I                       | 147.36     |
| Deposit                                     | 04/08/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 37.37      |
| Deposit                                     | 04/09/2020 |      |     | Harris County Tax Office | P&I                       | 2,754.82   |
| Deposit                                     | 04/09/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 416.09     |
| Deposit                                     | 04/15/2020 |      |     | Harris County Tax Office | P&I                       | 567.81     |
| Deposit                                     | 04/15/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 687.98     |
| Deposit                                     | 04/20/2020 |      |     | Harris County Tax Office | P&I                       | 608.66     |
| Deposit                                     | 04/20/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 622.97     |
| Deposit                                     | 04/23/2020 |      |     | Harris County Tax Office | P&I                       | 1,098.60   |
| Deposit                                     | 04/23/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 234.80     |
| Deposit                                     | 04/27/2020 |      |     | Harris County Tax Office | P&I                       | 975.57     |
| Deposit                                     | 04/27/2020 |      |     | Harris County Tax Office | Deliquent P&I             | 982.39     |
| Total 42100 · Penalty & Interest            |            |      |     |                          |                           | 70,900.90  |

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
 January through May 2020

| Type                                           | Date       | Num        | Adj | Name                     | Memo                                                  | Amount       |
|------------------------------------------------|------------|------------|-----|--------------------------|-------------------------------------------------------|--------------|
| <b>42300 - Tax Revenue</b>                     |            |            |     |                          |                                                       |              |
| Deposit                                        | 01/09/2020 |            |     | Harris County Tax Office | Current Levy                                          | 413,991.06   |
| Deposit                                        | 01/14/2020 |            |     | Harris County Tax Office | Current Levy                                          | 579,953.62   |
| Deposit                                        | 01/22/2020 |            |     | Harris County Tax Office | Current Levy                                          | 1,149,496.56 |
| Deposit                                        | 01/27/2020 |            |     | Harris County Tax Office | Current Levy                                          | 1,416,911.07 |
| Deposit                                        | 01/30/2020 |            |     | Harris County Tax Office | Current Levy                                          | 754,257.58   |
| Deposit                                        | 01/31/2020 |            |     | Harris County Tax Office | Current Levy                                          | 50,448.82    |
| Deposit                                        | 01/31/2020 |            |     | Harris County Tax Office | Current Levy                                          | 1,529,501.68 |
| Deposit                                        | 04/30/2020 | 4137       |     | Harris County ESD #10    | Haverstock Hills Apartment tax                        | 2,670.00     |
| Total 42300 - Tax Revenue                      |            |            |     |                          |                                                       | 5,897,230.39 |
| Total 42000 - Tax Revenues                     |            |            |     |                          |                                                       | 5,968,131.29 |
| <b>43000 - Other Income</b>                    |            |            |     |                          |                                                       |              |
| <b>43100 - Miscellaneous Income</b>            |            |            |     |                          |                                                       |              |
| Deposit                                        | 02/18/2020 |            |     | Harris County Tax Office | Overpayments over three years ago unclaimed           | 9,579.70     |
| Total 43100 - Miscellaneous Income             |            |            |     |                          |                                                       | 9,579.70     |
| <b>43550 - Interest Earned on Checking</b>     |            |            |     |                          |                                                       |              |
| Deposit                                        | 01/31/2020 |            |     |                          | Interest                                              | 19,562.02    |
| Deposit                                        | 01/31/2020 |            |     |                          | Interest                                              | 50.26        |
| Deposit                                        | 02/29/2020 |            |     |                          | Interest                                              | 26,484.62    |
| Deposit                                        | 02/29/2020 |            |     |                          | Interest                                              | 79.68        |
| Deposit                                        | 03/31/2020 |            |     |                          | Interest                                              | 20,458.06    |
| Deposit                                        | 03/31/2020 |            |     |                          | Interest                                              | 98.33        |
| Deposit                                        | 04/30/2020 |            |     |                          | Interest                                              | 9,360.91     |
| Deposit                                        | 04/30/2020 |            |     |                          | Interest                                              | 103.02       |
| Total 43550 - Interest Earned on Checking      |            |            |     |                          |                                                       | 76,196.90    |
| <b>43700 - Interest Earned on Temp. Invest</b> |            |            |     |                          |                                                       |              |
| Deposit                                        | 05/31/2020 |            |     |                          | Interest                                              | 9.10         |
| Deposit                                        | 05/31/2020 |            |     |                          | Interest                                              | 6,502.84     |
| Total 43700 - Interest Earned on Temp. Invest  |            |            |     |                          |                                                       | 6,511.94     |
| Total 43000 - Other Income                     |            |            |     |                          |                                                       | 92,288.54    |
| Total Income                                   |            |            |     |                          |                                                       | 6,323,184.83 |
| Gross Profit                                   |            |            |     |                          |                                                       | 6,323,184.83 |
| <b>Expense</b>                                 |            |            |     |                          |                                                       |              |
| <b>143502 - Commissions Paid from Levy</b>     |            |            |     |                          |                                                       |              |
| Deposit                                        | 01/09/2020 |            |     | Harris County Tax Office | Adj/Fees                                              | 4,203.37     |
| Deposit                                        | 01/14/2020 |            |     | Harris County Tax Office | Adj/Fees                                              | 5,712.42     |
| Deposit                                        | 01/22/2020 |            |     | Harris County Tax Office | Deposit                                               | 11,607.82    |
| Deposit                                        | 01/27/2020 |            |     | Harris County Tax Office | Deposit                                               | 13,819.28    |
| Deposit                                        | 04/29/2020 |            |     | Harris County Tax Office | Deposit                                               | -6,676.99    |
| Total 143502 - Commissions Paid from Levy      |            |            |     |                          |                                                       | 28,665.90    |
| <b>50000 - Commissioner Salaries and Wages</b> |            |            |     |                          |                                                       |              |
| <b>50250 - Commissioner Reimbursement</b>      |            |            |     |                          |                                                       |              |
| Bill                                           | 02/19/2020 | Feb Rei... |     | Fred A Scibuola          | Jan 12 - Feb 19, 2020 Reimbursement                   | 1,200.00     |
| Bill                                           | 02/25/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Jan 1 -Feb 21, 2019             | 1,950.00     |
| Bill                                           | 02/25/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Jan 1 -Feb 21, 2019             | 97.18        |
| Bill                                           | 03/16/2020 | Feb Rei... |     | Fred A Scibuola          | Feb 20 - March 16, 2020 Reimbursement                 | 842.58       |
| Bill                                           | 03/24/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Feb 22 - Feb 26, 2020           | 600.00       |
| Bill                                           | 03/31/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Mar 5 - Mar 25, 2020            | 1,200.00     |
| Bill                                           | 04/01/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Mar 24 - Mar 31, 2020           | 600.00       |
| Bill                                           | 04/24/2020 | Apr Rei... |     | Fred A Scibuola          | March 30 - April 28, 2020 Reimbursement               | 600.00       |
| Bill                                           | 05/18/2020 | Apr Rei... |     | Fred A Scibuola          | April 28 - May 15, 2020 Reimbursement                 | 600.00       |
| Bill                                           | 05/31/2020 | Reimb ...  |     | Shirley Reed             | Reimbursement Request Apr 1 - Apr 28, 2020            | 750.00       |
| Total 50250 - Commissioner Reimbursement       |            |            |     |                          |                                                       | 8,439.76     |
| Total 50000 - Commissioner Salaries and Wages  |            |            |     |                          |                                                       | 8,439.76     |
| <b>51000 - HCEC Program Expense</b>            |            |            |     |                          |                                                       |              |
| <b>51100 - HCEC Contract Expense</b>           |            |            |     |                          |                                                       |              |
| Bill                                           | 01/31/2020 | 2077       |     | HCEC                     | Rate change to \$984.21 @ 1661 trips (less \$436,329) | 1,198,444.00 |
| Bill                                           | 02/29/2020 | 2095       |     | HCEC                     | Rate change to \$984.21 @ 1595 trips (less \$297,814) | 1,272,001.00 |
| Bill                                           | 03/31/2020 | 2111       |     | HCEC                     | Rate change to \$984.21 @ 1595 trips (less \$297,814) | 1,182,682.00 |
| Bill                                           | 04/30/2020 | 2128       |     | HCEC                     | Rate change to \$984.21 @ 1508 trips (less \$552,124) | 932,065.00   |
| Bill                                           | 05/31/2020 | 2141       |     | HCEC                     | Rate change to \$984.21 @ 1680 trips (less \$388,322) | 1,265,150.00 |
| Total 51100 - HCEC Contract Expense            |            |            |     |                          |                                                       | 5,850,342.00 |
| Total 51000 - HCEC Program Expense             |            |            |     |                          |                                                       | 5,850,342.00 |

**Harris County ESD No. 1 - GOF**  
**Profit & Loss Detail**  
**January through May 2020**

06/26/20

Accrual Basis

| Type                                     | Date       | Num       | Adj | Name                                  | Memo                                           | Amount     |
|------------------------------------------|------------|-----------|-----|---------------------------------------|------------------------------------------------|------------|
| <b>52000 · Contract Services (DNU)</b>   |            |           |     |                                       |                                                |            |
| <b>52100 · Accounting Fees</b>           |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 2031      |     | The Morton Accounting Services        | January CPA Services                           | 4,077.31   |
| Bill                                     | 02/29/2020 | 2035      |     | The Morton Accounting Services        | February CPA Services                          | 4,243.82   |
| Bill                                     | 03/31/2020 | 2039      |     | The Morton Accounting Services        | February CPA Services                          | 4,579.84   |
| Bill                                     | 04/30/2020 | 2051      |     | The Morton Accounting Services        | April CPA Services                             | 4,609.91   |
| Bill                                     | 05/31/2020 | 2066      |     | The Morton Accounting Services        | May CPA Services                               | 5,567.01   |
| Total 52100 · Accounting Fees            |            |           |     |                                       |                                                | 23,077.89  |
| <b>52200 · Audit Fees</b>                |            |           |     |                                       |                                                |            |
| Bill                                     | 03/18/2020 | 16851935  |     | Carr Riggs & Ingram                   | 2019 Audit Billing                             | 14,000.00  |
| Bill                                     | 05/22/2020 | 16913215  |     | Carr Riggs & Ingram                   | 2019 Audit Billing - Final                     | 2,288.00   |
| Total 52200 · Audit Fees                 |            |           |     |                                       |                                                | 16,288.00  |
| <b>52300 · Legal Fees</b>                |            |           |     |                                       |                                                |            |
| Bill                                     | 01/11/2020 |           |     | Caryn Papantonakis                    | Legal Fees                                     | 6,000.00   |
| Bill                                     | 02/11/2020 |           |     | Caryn Papantonakis                    | Legal Fees                                     | 6,000.00   |
| Bill                                     | 03/11/2020 |           |     | Caryn Papantonakis                    | Legal Fees                                     | 6,000.00   |
| Bill                                     | 04/11/2020 |           |     | Caryn Papantonakis                    | Legal Fees                                     | 6,000.00   |
| Bill                                     | 05/11/2020 |           |     | Caryn Papantonakis                    | Legal Fees                                     | 6,000.00   |
| Total 52300 · Legal Fees                 |            |           |     |                                       |                                                | 30,000.00  |
| <b>52350 · Outside Contract Services</b> |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 7419      |     | AG CM Inc.                            | Station #97                                    | 15,292.26  |
| Bill                                     | 03/30/2020 | 7566      |     | AG CM Inc.                            | Project Management Support #97 - February 2020 | 4,982.50   |
| Bill                                     | 03/30/2020 | 7561      |     | AG CM Inc.                            | Project Management Support - March 2020        | 10,712.00  |
| Bill                                     | 04/01/2020 | 7524      |     | AG CM Inc.                            | Project Management Support #97 - February 2020 | 7,880.00   |
| Bill                                     | 04/30/2020 | 7625      |     | AG CM Inc.                            | Project Management Support #97 - April 2020    | 7,892.50   |
| Bill                                     | 04/30/2020 | 7620      |     | AG CM Inc.                            | Project Management Support - April 2020        | 7,011.68   |
| Bill                                     | 05/31/2020 | 7718      |     | AG CM Inc.                            | Project Management Support - May 2020          | 8,649.45   |
| Bill                                     | 05/31/2020 | 7711      |     | AG CM Inc.                            | Project Management Support #97 - May 2020      | 10,795.70  |
| Total 52350 · Outside Contract Services  |            |           |     |                                       |                                                | 73,216.09  |
| <b>52550 · Election Expense</b>          |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 209308    |     | Radcliffe Bobbitt Adams Polley        | Legal - Election and Litigation                | 3,340.13   |
| Bill                                     | 02/29/2020 | 209454    |     | Radcliffe Bobbitt Adams Polley        | Legal - Election and Litigation                | 1,316.27   |
| Bill                                     | 03/31/2020 | 209592    |     | Radcliffe Bobbitt Adams Polley        | Legal - Election and Litigation                | 304.56     |
| Bill                                     | 05/18/2020 | 209865    |     | Radcliffe Bobbitt Adams Polley        | Legal - Election and Litigation                | 262.80     |
| Total 52550 · Election Expense           |            |           |     |                                       |                                                | 5,223.76   |
| Total 52000 · Contract Services (DNU)    |            |           |     |                                       |                                                | 147,805.74 |
| <b>53000 · Operations (DNU)</b>          |            |           |     |                                       |                                                |            |
| <b>53100 · Banking Fees</b>              |            |           |     |                                       |                                                |            |
| Check                                    | 01/04/2020 |           |     |                                       | Service Charge                                 | 12.00      |
| Check                                    | 02/04/2020 |           |     |                                       | Service Charge                                 | 12.00      |
| Check                                    | 03/04/2020 |           |     |                                       | Service Charge                                 | 12.00      |
| Check                                    | 04/04/2020 |           |     |                                       | Service Charge                                 | 12.00      |
| Check                                    | 05/04/2020 |           |     |                                       | Service Charge                                 | 12.00      |
| Total 53100 · Banking Fees               |            |           |     |                                       |                                                | 60.00      |
| <b>53150 · Dues &amp; Subscriptions</b>  |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 12584     |     | Oak Interactive, LLC                  | Monthly Website Maintenance                    | 450.00     |
| Bill                                     | 02/29/2020 | 2019 A... |     | Interbelt North Business Owner's A... | Acct #314573 Annual Dues 2019                  | 32.09      |
| Bill                                     | 02/29/2020 | 12595     |     | Oak Interactive, LLC                  | Monthly Website Maintenance                    | 450.00     |
| Bill                                     | 03/31/2020 | 12623     |     | Oak Interactive, LLC                  | Monthly Website Maintenance                    | 450.00     |
| Bill                                     | 05/01/2020 | 12642     |     | Oak Interactive, LLC                  | Monthly Website Maintenance                    | 450.00     |
| Bill                                     | 05/29/2020 | 12659     |     | Oak Interactive, LLC                  | Monthly Website Maintenance                    | 450.00     |
| Bill                                     | 05/31/2020 | 2019 A... |     | Interbelt North Business Owner's A... | Acct #314573 Annual Dues 2019                  | 17.09      |
| Bill                                     | 05/31/2020 | 2019 A... |     | Interbelt North Business Owner's A... | Acct #314572 Annual Dues 2019                  | 5,538.79   |
| Total 53150 · Dues & Subscriptions       |            |           |     |                                       |                                                | 7,837.97   |
| <b>53200 · Postage</b>                   |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 2031      |     | The Morton Accounting Services        | January CPA Services                           | 22.90      |
| Bill                                     | 02/29/2020 | 2035      |     | The Morton Accounting Services        | February CPA Services                          | 12.05      |
| Bill                                     | 03/31/2020 | 2039      |     | The Morton Accounting Services        | February CPA Services                          | 9.85       |
| Bill                                     | 04/30/2020 | 2051      |     | The Morton Accounting Services        | April CPA Services                             | 9.85       |
| Bill                                     | 05/31/2020 | 2066      |     | The Morton Accounting Services        | May CPA Services                               | 38.45      |
| Total 53200 · Postage                    |            |           |     |                                       |                                                | 93.10      |
| <b>53300 · Printing &amp; Copying</b>    |            |           |     |                                       |                                                |            |
| Bill                                     | 01/31/2020 | 2031      |     | The Morton Accounting Services        | January CPA Services                           | 13.92      |
| Bill                                     | 02/29/2020 | 2035      |     | The Morton Accounting Services        | February CPA Services                          | 15.37      |
| Bill                                     | 03/31/2020 | 2039      |     | The Morton Accounting Services        | February CPA Services                          | 21.17      |



## Harris County ESD No. 1 - GOF Profit & Loss Detail January through May 2020

| Type                                               | Date       | Num        | Adj | Name                             | Memo                                            | Amount          |
|----------------------------------------------------|------------|------------|-----|----------------------------------|-------------------------------------------------|-----------------|
| Bill                                               | 04/30/2020 | 2051       |     | The Morton Accounting Services   | April CPA Services                              | 6.09            |
| Bill                                               | 05/31/2020 | 2066       |     | The Morton Accounting Services   | May CPA Services                                | 12.47           |
| Total 53300 · Printing & Copying                   |            |            |     |                                  |                                                 | 69.02           |
| <b>53400 · Office Supplies</b>                     |            |            |     |                                  |                                                 |                 |
| Bill                                               | 01/31/2020 | 2031       |     | The Morton Accounting Services   | January CPA Services                            | 47.73           |
| Total 53400 · Office Supplies                      |            |            |     |                                  |                                                 | 47.73           |
| Total 53000 · Operations (DNU)                     |            |            |     |                                  |                                                 | 8,107.82        |
| <b>54000 · General and Admin Expenses</b>          |            |            |     |                                  |                                                 |                 |
| <b>54150 · Insurance - Gen Liab-Err &amp; Omis</b> |            |            |     |                                  |                                                 |                 |
| Bill                                               | 01/14/2020 | 2020 In... |     | VFIS of Texas                    | HARC0-1 Insurance Coverage - 1/1/20 to 12/31/20 | 52,344.00       |
| Total 54150 · Insurance - Gen Liab-Err & Omis      |            |            |     |                                  |                                                 | 52,344.00       |
| <b>54400 · HCAD Qtr Expenses</b>                   |            |            |     |                                  |                                                 |                 |
| Bill                                               | 03/24/2020 | PSI200...  |     | Harris County Appraisal District | 2nd Quarter 2020 Assessment                     | 33,893.00       |
| Bill                                               | 04/30/2020 | PSI200...  |     | Harris County Appraisal District | 3rd Quarter 2020 Assessment                     | 33,961.00       |
| Total 54400 · HCAD Qtr Expenses                    |            |            |     |                                  |                                                 | 67,854.00       |
| <b>54600 · Travel &amp; Meetings</b>               |            |            |     |                                  |                                                 |                 |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Shrimp & Stuff - Safe D                         | 23.02           |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Costco Gas - Safe D                             | 49.73           |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Moody Gardens - Safe D                          | 25.73           |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Shrimp & Stuff - Safe D                         | 27.62           |
| Total 54600 · Travel & Meetings                    |            |            |     |                                  |                                                 | 126.10          |
| <b>54650 · Conference, Conven &amp; Meetings</b>   |            |            |     |                                  |                                                 |                 |
| Bill                                               | 02/10/2020 | Jan/Feb... |     | Chase Card Services              | Safe D                                          | 1,275.00        |
| Total 54650 · Conference, Conven & Meetings        |            |            |     |                                  |                                                 | 1,275.00        |
| <b>54700 · Travel/Lodging</b>                      |            |            |     |                                  |                                                 |                 |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 6.00            |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 469.65          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 489.42          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 180.36          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 513.32          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 479.14          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 6.00            |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 343.68          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 150.42          |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Doubletree Hilton - Safe D                      | 158.70          |
| Total 54700 · Travel/Lodging                       |            |            |     |                                  |                                                 | 2,796.69        |
| Total 54000 · General and Admin Expenses           |            |            |     |                                  |                                                 | 124,395.79      |
| <b>60000 · Interest Expense</b>                    |            |            |     |                                  |                                                 |                 |
| Bill                                               | 01/01/2020 | 66241496   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,667.39        |
| Bill                                               | 01/25/2020 | 66665770   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,541.59        |
| Bill                                               | 02/22/2020 | 66978372   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,415.27        |
| Bill                                               | 03/22/2020 | 67399822   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,288.43        |
| Bill                                               | 05/01/2020 | 67820716   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,161.05        |
| Bill                                               | 05/15/2020 | 68139088   |     | De Lage Laden Public Finance     | Building Note - Monthly                         | 6,033.15        |
| Bill                                               | 05/15/2020 | 994300...  |     | BB&T Governmental Finance        | 2020 Loan Payment                               | 111,110.60      |
| Total 60000 · Interest Expense                     |            |            |     |                                  |                                                 | 149,217.48      |
| <b>66900 · Reconciliation Discrepancies</b>        |            |            |     |                                  |                                                 |                 |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Walmart                                         | 20.42           |
| Bill                                               | 03/16/2020 | Feb/Ma...  |     | Chase Card Services              | Micro Center                                    | 11.99           |
| Total 66900 · Reconciliation Discrepancies         |            |            |     |                                  |                                                 | 32.41           |
| Total Expense                                      |            |            |     |                                  |                                                 | 6,317,006.90    |
| Net Ordinary Income                                |            |            |     |                                  |                                                 | 6,177.93        |
| <b>Net Income</b>                                  |            |            |     |                                  |                                                 | <b>6,177.93</b> |

**Harris County Emergency Services District #1  
Construction Summary  
May 31, 2020**

| <b>AG CM Inc. - Project Management</b> |                   |
|----------------------------------------|-------------------|
| Jan-18                                 | 4,261.25          |
| Feb-18                                 | 4,995.00          |
| Mar-18                                 | 31,996.25         |
| Apr-18                                 | 8,076.25          |
| May-18                                 | 3,045.00          |
| Jun-18                                 | 11,587.50         |
| Jul-18                                 | 24,167.58         |
| Aug-18                                 | 11,888.00         |
| Sep-18                                 | 16,239.39         |
| Oct-18                                 | 14,983.68         |
| Nov-18                                 | 13,200.03         |
| Jan-19                                 | 24,955.51         |
| Feb-19                                 | 36,164.11         |
| Mar-19                                 | 10,353.99         |
| Apr-19                                 | 4,381.50          |
| May-19                                 | 825.00            |
| Jun-19                                 | 16,453.53         |
| Jul-19                                 | 18,587.39         |
| Aug-19                                 | 11,847.72         |
| Sep-19                                 | 5,510.50          |
| Oct-19                                 | 4,200.10          |
| Nov-19                                 | 6,368.00          |
| Dec-19                                 | 1,786.39          |
| Mar-20                                 | 10,712.00         |
| Apr-20                                 | 7,011.68          |
| May-20                                 | 8,649.45          |
|                                        | <b>312,246.80</b> |

**Total Project Mngt                    312,246.80**

**Station 92  
Joiner Architects**

|        |           |
|--------|-----------|
| Jan-18 | 3,566.00  |
| Feb-18 |           |
| Mar-18 |           |
| Apr-18 | 30,430.00 |
| May-18 |           |
| Jun-18 | 3,213.00  |
| Jul-18 | 3,213.00  |
| Aug-18 | 3,213.00  |
| Sep-18 |           |
| Oct-18 |           |
| Nov-18 |           |
| Dec-18 | 4,418.00  |
| Jan-19 | 4,573.05  |
| Feb-19 | 4,830.62  |
| Mar-19 | 4,886.41  |
| Apr-19 | 4,016.00  |
| May-19 | 2,008.00  |

**Construction Masters of Houston**

|                |            |
|----------------|------------|
| Pay Request 1  | 132,610.97 |
| Pay Request 2  | 55,086.51  |
| Pay Request 3  | 128,081.34 |
| Pay Request 4  | 87,885.01  |
| Pay Request 5  | 49,711.00  |
| Pay Request 6  | 57,752.02  |
| Pay Request 7  | 202,626.90 |
| Pay Request 8  | 331,908.48 |
| Pay Request 9  | 336,977.59 |
| Pay Request 10 | 380,702.97 |
| Pay Request 11 | 439,383.45 |
| Pay Request 12 | 151,048.79 |

|        |                  |                |                     |           |
|--------|------------------|----------------|---------------------|-----------|
| Jun-19 | 2,008.00         | Pay Request 13 | 158,316.60          |           |
| Jul-19 | 2,009.00         | Pay Request 14 | 86,685.49           |           |
| Aug-19 | 803.00           | Pay Request 15 | 100,015.06          |           |
| Sep-19 | 1,205.00         | Pay Request 16 | 64,931.81           |           |
|        |                  | Pay Request 17 | 23,090.13           |           |
| Dec-19 | 2,008.00         | Pay Request 18 | 86,881.58           |           |
|        |                  | Pay Request 19 | 87,328.75           |           |
|        |                  | Pay Request 20 | 91,200.00           |           |
|        |                  | Pay Request 21 | 96,677.90           |           |
|        |                  | Pay Request 22 | 39,407.17           | 39,407.17 |
|        | <u>76,400.08</u> |                | <u>3,188,309.52</u> |           |

Total Station 92 3,264,709.60

Station 94

Joiner Architects

|        |           |
|--------|-----------|
| Jan-18 | 1,972.00  |
| Feb-18 |           |
| Mar-18 |           |
| Apr-18 | 57,396.37 |
| May-18 | 7,337.57  |
| Jun-18 | 10,281.32 |
| Jul-18 | 4,993.97  |
| Aug-18 | 897.00    |
| Sep-18 | 2,614.72  |
| Oct-18 | 2,807.40  |
| Nov-18 |           |
| Dec-18 | 3,902.36  |
| Jan-19 | 2,801.05  |
| Feb-19 | 3,059.61  |
| Mar-19 | 3,389.40  |
| Apr-19 | 2,244.00  |
| May-19 | 1,123.00  |
| Jun-19 | 1,678.05  |
| Jul-19 | 1,122.00  |
| Aug-19 | 449.00    |
| Sep-19 | 674.00    |
| Dec-19 | 1,122.00  |

109,864.82

Construction Masters of Houston

|                |            |
|----------------|------------|
| Pay Request 1  | 34,634.15  |
| Pay Request 2  | 37,974.35  |
| Pay Request 3  | 123,832.22 |
| Pay Request 4  | 89,579.74  |
| Pay Request 5  | 28,367.00  |
| Pay Request 6  | 69,881.69  |
| Pay Request 7  | 269,487.10 |
| Pay Request 8  | 319,833.65 |
| Pay Request 9  | 385,915.77 |
| Pay Request 10 | 255,843.85 |
| Pay Request 11 | 304,096.71 |
| Pay Request 12 | 228,485.22 |
| Pay Request 13 | 118,177.57 |
| Pay Request 14 | 48,907.85  |
| Pay Request 15 | 84,964.45  |
| Pay Request 16 | 86,319.45  |
| Pay Request 17 | 58,919.22  |
| Pay Request 18 | 40,853.35  |
| Pay Request 19 | 3,226.20   |
| Pay Request 20 | 3,924.45   |
| Pay Request 21 | -          |
| Pay Request 22 | 47,243.38  |

2,640,467.37

Total Station 94 2,750,332.19

Grand Total 6,366,695.76

|                           |                   |
|---------------------------|-------------------|
| Loan Proceeds - 5/30/2018 | 7,000,000.00      |
| Less YTD Spending         | (6,366,695.76)    |
| Remaining                 | <u>633,304.24</u> |

15664

Harris County ESD No 1  
c/o The Morton Accounting Services  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
32-61/1110


5-28-2020

PAY TO THE  
ORDER OF

Construction Masters

\$ 368,866.<sup>10</sup>/<sub>100</sub>

Three hundred sixty-eight thousand eight hundred sixty-six + 10/100 DOLLARS

  
AUTHORIZED SIGNATURE

MEMO PAY APP 22,05

⑈015664⑈ ⑆111000614⑆

770340586⑈

Harris County ESD No 1

15664

Harris County ESD No 1

15664



# AIA Document G702™ - 1992

368, 866.10

## Application and Certificate for Payment

**TO OWNER:** Harris County ESD # 1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** EMS Station 97  
15600 Woodland Hills Dr.  
Humble, TX 77346

**FROM:** Construction Masters of Houston, Inc. **VIA**

**CONTRACTOR:** P. O. Box 1587 **ARCHITECT:** Martinez Architects  
Pearland, TX 77588 900 Rockmead, #250  
Houston, TX 77339

**APPLICATION NO:** 005  
**PERIOD TO:** April 29, 2020

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** October 07, 2019  
**PROJECT NOS:** / 5919 /

**Distribution to:**  
OWNER:  ARCHITECT:   
CONTRACTOR:  FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$1,819,000.00
2. NET CHANGE BY CHANGE ORDERS ..... -\$55,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,764,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$655,997.00

5. RETAINAGE:
- a. 5.00 % of Completed Work (Column D + E on G703) ..... \$30,463.10
  - b. 5.00 % of Stored Material (Column F on G703) ..... \$2,336.75
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$32,799.85

6. TOTAL EARNED LESS RETAINAGE ..... \$623,197.15  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$340,981.60  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$282,215.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$1,140,802.85  
(Line 3 less Line 6)

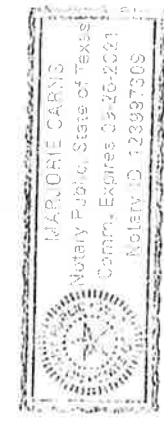
| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS          |
|----------------------------------------------------|---------------|---------------------|
| Total changes approved in previous months by Owner | \$0.00        | \$55,000.00         |
| Total approved this Month                          | \$0.00        | \$0.00              |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$55,000.00</b>  |
| <b>NET CHANGES by Change Order</b>                 |               | <b>-\$55,000.00</b> |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** \_\_\_\_\_  
By: \_\_\_\_\_  
Date: April 29, 2020

County of: Brazoria  
Subscribed and sworn to before me this 29<sup>th</sup> day of April, 2020

Notary Public: Marjorie Carns  
My Commission expires: September 26, 2021



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$282,215.55  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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**User Notes:**



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** Harris County ESD # 1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** EMS Stations 92 & 94  
Station 92: 1618 & 1620 Isom,  
Houston, TX 77039  
Station 94: 6310 Aldine Bender,  
Houston, TX 77396  
Joiner Architects  
700 Rockmead, #265  
Kingwood, TX 77339

**FROM:** Construction Masters of Houston, Inc.  
**CONTRACTOR:** P. O. Box 1587  
Pearland, TX 77588

**VIA ARCHITECT:**

**APPLICATION NO:** 022  
**PERIOD TO:** April 29, 2020

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** May 23, 2018  
**PROJECT NOS:** / 2618 /

**Distribution to:**  
OWNER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$6,178,460.00
2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$6,178,460.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$6,135,554.62
5. RETAINAGE:
  - a. 5.00 % of Completed Work (Column D + E on G703) ..... \$306,777.73
  - b. 5.00 % of Stored Material (Column F on G703) ..... \$0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$306,777.73
6. TOTAL EARNED LESS RETAINAGE ..... \$5,828,776.89  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$5,742,126.34  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$86,650.55  
(Line 3 less Line 6)
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$349,683.11  
(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS    |
|----------------------------------------------------|---------------|---------------|
| Total changes approved in previous months by Owner | \$0.00        | \$0.00        |
| Total approved this Month                          | \$0.00        | \$0.00        |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$0.00</b> |
| <b>NET CHANGES by Change Order</b>                 |               | <b>\$0.00</b> |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Joiner Architects Date: April 29, 2020  
By: \_\_\_\_\_  
State of: Texas

County of: Brazoria  
Subscribed and sworn to before me this 29th day of April, 2020

Notary Public: Marjorie Carns  
My Commission expires: September 26, 2021



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$86,650.55  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

### ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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**User Notes:** (3B9ADA59)

15613

Harris County ESD No 1  
c/o The Morton Accounting Services  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
32-61/1110

5-29-2020

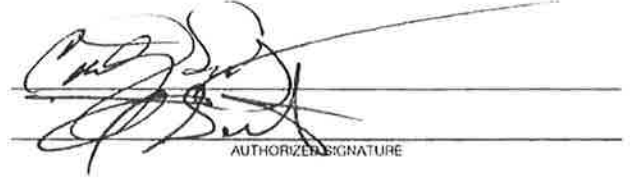
PAY TO THE  
ORDER OF

Martinez Architects

\$ 8586.55

Eight thousand Five hundred eighty-six + 55/100

DOLLARS

  
AUTHORIZED SIGNATURE

MEMO 19005, 13-15

⑈015613⑈ ⑆111000614⑆

770340586⑈

Harris County ESD No 1

15613

Harris County ESD No 1

15613



Reviewed for Owner.

Ready for Processing.

-Michael Medwedeff 03/05/2020

**INVOICE FOR PROFESSIONAL SERVICES**

**19005 - 13 INV**

February 28, 2020

*\$ 8586.55*

Amos Byington  
 Harris County ESD No. 1  
 2800 Aldine Bender Road Suite A  
 Houston, TX 77032

RE: Harris County ESD No. 1 EMS Station No. 97

**For Professional Services through 20% Construction Administration**

Estimated Fee - \$100,800.00

| Phase                       | % of Fee | Total Fee by Phase   | % Comp | Fee Earned          | Less Prev. Invoiced | Due This Invoice   |
|-----------------------------|----------|----------------------|--------|---------------------|---------------------|--------------------|
| Programming                 | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Schematic Design            | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Design Development          | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Construction Documents      | 30       | \$ 30,240.00         | 100%   | \$ 30,240.00        | \$ 30,240.00        | \$ -               |
| Bidding                     | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Construction Administration | 40       | \$ 40,320.00         | 20%    | \$ 8,064.00         | \$ 6,048.00         | \$ 2,016.00        |
| <b>Total</b>                |          | <b>\$ 100,800.00</b> |        | <b>\$ 68,544.00</b> | <b>\$ 66,528.00</b> | <b>\$ 2,016.00</b> |

**Reimbursable Expenses(Not included in above amount)**

|                     |   |                    |
|---------------------|---|--------------------|
| In-House Printing - |   |                    |
| 8 1/2 x 11 -        | = | \$ -               |
| 11x17 -             | = | \$ -               |
| Thomas Printworks   | = | \$ 165.95          |
|                     | = | \$ -               |
|                     | = | \$ -               |
|                     | = | \$ -               |
|                     | = | \$ -               |
| Subtotal            | = | \$ 165.95          |
| <b>Amount Due</b>   | = | <b>\$ 2,181.95</b> |

**(We appreciate your business!)**





Reviewed for Owner.

Ready for Processing.

-Michael Medwedeff 04/30/2020

**INVOICE FOR PROFESSIONAL SERVICES  
19005 - 14 INV**

March 31, 2020

Amos Byington  
Harris County ESD No. 1  
2800 Aldine Bender Road Suite A  
Houston, TX 77032

RE: Harris County ESD No. 1 EMS Station No. 97

**For Professional Services through 30% Construction Administration**  
Estimated Fee - \$100,800.00

| Phase                       | % of Fee | Total Fee by Phase   | % Comp | Fee Earned          | Less Prev. Invoiced | Due This Invoice   |
|-----------------------------|----------|----------------------|--------|---------------------|---------------------|--------------------|
| Programming                 | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Schematic Design            | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Design Development          | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Construction Documents      | 30       | \$ 30,240.00         | 100%   | \$ 30,240.00        | \$ 30,240.00        | \$ -               |
| Bidding                     | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Construction Administration | 40       | \$ 40,320.00         | 30%    | \$ 12,096.00        | \$ 8,064.00         | \$ 4,032.00        |
| <b>Total</b>                |          | <b>\$ 100,800.00</b> |        | <b>\$ 72,576.00</b> | <b>\$ 68,544.00</b> | <b>\$ 4,032.00</b> |

**Reimbursable Expenses(Not included in above amount)**

|                     |   |           |             |
|---------------------|---|-----------|-------------|
| In-House Printing - |   |           |             |
| 8 1/2 x 11 -        | = | \$ -      |             |
| 11x17 -             | = | \$ -      |             |
| Thomas Printworks   | = | \$ 356.60 |             |
|                     | = | \$ -      |             |
|                     | = | \$ -      |             |
|                     | = | \$ -      |             |
|                     | = | \$ -      |             |
| Subtotal            | = |           | \$ 356.60   |
| Amount Due          | = |           | \$ 4,388.60 |

**(We appreciate your business!)**



Reviewed for Owner.

Ready for Processing.

-Michael Medwedoff 04/30/2020

**INVOICE FOR PROFESSIONAL SERVICES  
19005 - 15 INV**

April 30, 2020

Amos Byington  
Harris County ESD No. 1  
2800 Aldine Bender Road Suite A  
Houston, TX 77032

RE: Harris County ESD No. 1 EMS Station No. 97

**For Professional Services through 35% Construction Administration**  
Estimated Fee - \$100,800.00

| Phase                       | % of Fee | Total Fee by Phase   | % Comp | Fee Earned          | Less Prev. Invoiced | Due This Invoice   |
|-----------------------------|----------|----------------------|--------|---------------------|---------------------|--------------------|
| Programming                 | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Schematic Design            | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Design Development          | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Construction Documents      | 30       | \$ 30,240.00         | 100%   | \$ 30,240.00        | \$ 30,240.00        | \$ -               |
| Bidding                     | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Construction Administration | 40       | \$ 40,320.00         | 35%    | \$ 14,112.00        | \$ 12,096.00        | \$ 2,016.00        |
| <b>Total</b>                |          | <b>\$ 100,800.00</b> |        | <b>\$ 74,592.00</b> | <b>\$ 72,576.00</b> | <b>\$ 2,016.00</b> |

**Reimbursable Expenses(Not included in above amount)**

|                     |   |    |  |   |    |          |
|---------------------|---|----|--|---|----|----------|
| In-House Printing - |   |    |  |   |    |          |
| 8 1/2 x 11 -        | = | \$ |  | - |    |          |
| 11x17 -             | = | \$ |  | - |    |          |
| Thomas Printworks   | = | \$ |  | - |    |          |
|                     | = | \$ |  | - |    |          |
|                     | = | \$ |  | - |    |          |
|                     | = | \$ |  | - |    |          |
|                     | = | \$ |  | - |    |          |
|                     | = | \$ |  | - |    |          |
| Subtotal            | = |    |  |   | \$ | -        |
| Amount Due          | = |    |  |   | \$ | 2,016.00 |

**(We appreciate your business!)**



AGCM, Inc.  
 1101 Ocean Dr.  
 P.O. Box 2682  
 Corpus Christi, TX 78403  
 361-882-0469

Harris County Emergency Svc District #1  
 Attn: Jeremy Hyde  
 2800 Aldine Bender Rd.  
 Houston, TX 77032

Invoice number 7711  
 Date 06/04/2020

Project 18-060P Harris County ESD#1 - Station 97

Billing Period 05/01/2020 - 05/31/2020

**Invoice Summary**

| Description                          | Contract Amount | Total Billed | Prior Billed | Current Billed | Remaining  | Percent Complete |
|--------------------------------------|-----------------|--------------|--------------|----------------|------------|------------------|
| <b>PROJECT MANAGEMENT SUPPORT</b>    | 188,860.00      | 106,088.90   | 101,521.40   | 4,567.50       | 82,771.10  | 56.17            |
| <b>REIMBERSABLE EXPENSES AT 1.10</b> |                 |              |              |                |            |                  |
| <b>CONSULTANTS</b>                   | 68,250.00       | 26,776.89    | 20,548.69    | 6,228.20       | 41,473.11  | 39.23            |
| <b>EXPENSES</b>                      | 0.00            | 4,556.96     | 4,556.96     | 0.00           | -4,556.96  | 0.00             |
| Subtotal                             | 68,250.00       | 31,333.85    | 25,105.65    | 6,228.20       | 36,916.15  | 45.91            |
| Total                                | 257,110.00      | 137,422.75   | 126,627.05   | 10,795.70      | 119,687.25 | 53.45            |

**Professional Fees**

|                            | Hours | Rate   | Billed Amount |
|----------------------------|-------|--------|---------------|
| Project Manager            |       |        |               |
| Michael D. Medwedeff       | 32.25 | 130.00 | 4,192.50      |
| Troy J. Byington           | 2.50  | 150.00 | 375.00        |
| Professional Fees subtotal | 34.75 |        | 4,567.50      |

**Professional Fees**

|                            | Units | Rate     | Billed Amount |
|----------------------------|-------|----------|---------------|
| Inspection                 |       |          |               |
| Norex Engineering, Inc.    | 1.00  | 1,925.00 | 1,925.00      |
| Other Consultant           |       |          |               |
| Paradigm Consultants, Inc. | 1.00  | 1,927.20 | 1,927.20      |
| Subtotal                   | 1.00  | 2,376.00 | 2,376.00      |
| Professional Fees subtotal |       |          | 4,303.20      |
| Professional Fees subtotal |       |          | 6,228.20      |

Invoice total **10,795.70**

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current   | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 7711           | 06/04/2020   | 10,795.70   | 10,795.70 |         |         |         |          |
|                | Total        | 10,795.70   | 10,795.70 | 0.00    | 0.00    | 0.00    | 0.00     |

Approved by:

Martin J. Schmitt  
Vice President - East Texas

**Invoice Supporting Detail**

18-060P Harris County ESD#1 - Station 97

**PROJECT MANAGEMENT SUPPORT**

Phase 1: A/E Selection

Original Phase 1: A/E Selection / Design/Procurement/Pre-Construction Phase

Phase Status: Work Hold

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

**PROJECT MANAGEMENT SUPPORT**

Phase 2: Construction Management

Phase Status: Active

Billing Cutoff: 05/31/2020

**Labor**

WIP Status: Billable

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

Project Manager

Michael D. Medwedeff

|               |                                                                        |      |        |        |
|---------------|------------------------------------------------------------------------|------|--------|--------|
| Billable Time | 05/01/2020                                                             | 2.75 | 130.00 | 357.50 |
|               | <i>General Management. Steel Erection and Shakeout.</i>                |      |        |        |
| Billable Time | 05/04/2020                                                             | 1.00 | 130.00 | 130.00 |
| Billable Time | 05/05/2020                                                             | 0.25 | 130.00 | 32.50  |
|               | <i>emails.</i>                                                         |      |        |        |
| Billable Time | 05/06/2020                                                             | 1.25 | 130.00 | 162.50 |
|               | <i>General Construction updating via procore.</i>                      |      |        |        |
| Billable Time | 05/07/2020                                                             | 4.25 | 130.00 | 552.50 |
|               | <i>Site Visit.</i>                                                     |      |        |        |
| Billable Time | 05/08/2020                                                             | 1.75 | 130.00 | 227.50 |
|               | <i>Phone Call with Melvin on Structural Steel.</i>                     |      |        |        |
| Billable Time | 05/13/2020                                                             | 1.25 | 130.00 | 162.50 |
|               | <i>Conference Call for Board Meeting. Norex Invoice Approvals.</i>     |      |        |        |
| Billable Time | 05/14/2020                                                             | 2.00 | 130.00 | 260.00 |
|               | <i>VFD site follow up.</i>                                             |      |        |        |
| Billable Time | 05/15/2020                                                             | 3.25 | 130.00 | 422.50 |
|               | <i>Procore Updates and Data dump on files.</i>                         |      |        |        |
| Billable Time | 05/18/2020                                                             | 0.50 | 130.00 | 65.00  |
| Billable Time | 05/19/2020                                                             | 1.25 | 130.00 | 162.50 |
|               | <i>RFI coordination with Martinez.</i>                                 |      |        |        |
| Billable Time | 05/20/2020                                                             | 2.00 | 130.00 | 260.00 |
|               | <i>Procore.</i>                                                        |      |        |        |
| Billable Time | 05/21/2020                                                             | 2.50 | 130.00 | 325.00 |
|               | <i>Site Visit. Photos.</i>                                             |      |        |        |
|               | <i>Talk with Melvin from Construction Masters and Walk of Project.</i> |      |        |        |
| Billable Time | 05/26/2020                                                             | 3.50 | 130.00 | 455.00 |
|               | <i>General project management. Submittal reviews for Flooring.</i>     |      |        |        |
| Billable Time | 05/27/2020                                                             | 1.50 | 130.00 | 195.00 |

**Invoice Supporting Detail**

18-060P Harris County ESD#1 - Station 97  
 PROJECT MANAGEMENT SUPPORT  
 Phase 2: Construction Management

Phase Status: Active

Billing Cutoff: 05/31/2020

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

**Labor** WIP Status: Billable

Project Manager

Michael D. Medwedeff

*Commissioners meeting updates and presentation.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 05/28/2020 | 2.00 | 130.00 | 260.00 |
|---------------|------------|------|--------|--------|

*Review of Contractor CO's and RFI.*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 05/29/2020 | 1.25 | 130.00 | 162.50 |
|---------------|------------|------|--------|--------|

*Procure Management.*

|          |  |              |  |                 |
|----------|--|--------------|--|-----------------|
| Subtotal |  | <b>32.25</b> |  | <b>4,192.50</b> |
|----------|--|--------------|--|-----------------|

Troy J. Byington

|               |            |      |        |       |
|---------------|------------|------|--------|-------|
| Billable Time | 05/05/2020 | 0.50 | 150.00 | 75.00 |
|---------------|------------|------|--------|-------|

*coordination*

|               |            |      |        |       |
|---------------|------------|------|--------|-------|
| Billable Time | 05/18/2020 | 0.50 | 150.00 | 75.00 |
|---------------|------------|------|--------|-------|

*coordination*

|               |            |      |        |       |
|---------------|------------|------|--------|-------|
| Billable Time | 05/27/2020 | 0.50 | 150.00 | 75.00 |
|---------------|------------|------|--------|-------|

*coordination with michael*

|               |            |      |        |        |
|---------------|------------|------|--------|--------|
| Billable Time | 05/28/2020 | 1.00 | 150.00 | 150.00 |
|---------------|------------|------|--------|--------|

*review gc agenda, emails about weather days, emails about sprinkler change order, arch pay applications*

|          |  |             |  |               |
|----------|--|-------------|--|---------------|
| Subtotal |  | <b>2.50</b> |  | <b>375.00</b> |
|----------|--|-------------|--|---------------|

|             |  |              |  |                 |
|-------------|--|--------------|--|-----------------|
| Labor total |  | <b>34.75</b> |  | <b>4,567.50</b> |
|-------------|--|--------------|--|-----------------|

**Reimbursable Expenses at 1.10 Consultants**

Phase Status: Active

Billing Cutoff: 05/31/2020

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

**Consultant** WIP Status: Billable

Norex Engineering, Inc.

|            |            |      |          |          |
|------------|------------|------|----------|----------|
| Inspection | 05/13/2020 | 1.00 | 1,925.00 | 1,925.00 |
|------------|------------|------|----------|----------|

|          |  |             |  |                 |
|----------|--|-------------|--|-----------------|
| Subtotal |  | <b>1.00</b> |  | <b>1,925.00</b> |
|----------|--|-------------|--|-----------------|

Paradigm Consultants, Inc.

|                  |            |      |          |          |
|------------------|------------|------|----------|----------|
| Other Consultant | 04/30/2020 | 1.00 | 2,376.00 | 2,376.00 |
|------------------|------------|------|----------|----------|

|                  |            |      |          |          |
|------------------|------------|------|----------|----------|
| Other Consultant | 05/31/2020 | 1.00 | 1,927.20 | 1,927.20 |
|------------------|------------|------|----------|----------|

|          |  |             |  |                 |
|----------|--|-------------|--|-----------------|
| Subtotal |  | <b>2.00</b> |  | <b>4,303.20</b> |
|----------|--|-------------|--|-----------------|

|                  |  |             |  |                 |
|------------------|--|-------------|--|-----------------|
| Consultant total |  | <b>3.00</b> |  | <b>6,228.20</b> |
|------------------|--|-------------|--|-----------------|

**Reimbursable Expenses at 1.10 Expenses**

Phase Status: Active

Billing Cutoff: 05/31/2020

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

WIP Status:

|          |  |  |             |
|----------|--|--|-------------|
| Subtotal |  |  | <b>0.00</b> |
|----------|--|--|-------------|

|       |  |  |             |
|-------|--|--|-------------|
| total |  |  | <b>0.00</b> |
|-------|--|--|-------------|

**Invoice Supporting Detail**

**18-060P Harris County ESD#1 - Station 97**

**Invoice Summary**

|                   | <b>Contract</b> | <b>Billed</b> | <b>%</b> | <b>Remaining</b> | <b>%</b> |
|-------------------|-----------------|---------------|----------|------------------|----------|
| <b>Labor</b>      | 188,860.00      | 106,088.90    | 56       | 82,771.10        | 44       |
| <b>Expense</b>    |                 | 4,556.96      |          | -4,556.96        |          |
| <b>Consultant</b> | 68,250.00       | 26,776.89     | 39       | 41,473.11        | 61       |
| <b>Total</b>      | 257,110.00      | 137,422.75    | 53       | 119,687.25       | 47       |

# Norex Engineering, Inc.

1220 East Main  
League City, TX 77573  
(281) 474-2640 Office  
(281) 474-2748 Fax

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 5/13/2020 | 94139     |

Bill To

AG/CM, Inc.  
Spencer Clark  
9950 Westpark Drive, Suite 300  
Houston, TX 77063

| Project No. | Terms          | Due Date  |
|-------------|----------------|-----------|
| 2080077     | Due on receipt | 5/13/2020 |

| Description                                                                                                                         | Qty | Rate     | Amount   |
|-------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| RE: EMS 97<br>15600 WOODLAND HILLS DRIVE, HUMBLE                                                                                    |     |          |          |
| WINDLOADING PLAN REVIEW<br>COMPONENTS AND CLADDING REVIEW<br>COMPLETION INSPECTIONS (NTE 4)<br>COMPLETION LETTER FOR CITY OF HUMBLE | 0.5 | 3,500.00 | 1,750.00 |

Payment in Full Required Prior to the Release of Documents

Payment in full required prior to release of documents. Norex accepts the following methods of payment: Visa, Mastercard, Discover, cash or checks made payable to Norex Engineering, Inc.

|                         |            |
|-------------------------|------------|
| <b>Total</b>            | \$1,750.00 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$1,750.00 |



May 7, 2020  
Project No.: 19-2071  
Invoice No.: 053883

AGCM, Inc.  
Michael Medwedeff  
9950 Westpark Dr  
Suite 300  
Houston, TX. 77063

**Invoice for 19-2071**  
**April 1 through April 30, 2020**  
**EMS Station 97**

APPROVED

Approved for Processing.

MM - 05.12.2020



**Paradigm  
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.  
Suite 500  
Houston, Texas 77099

Tel: 713-686-6771

Fax 713-686-6795

[paradigmconsultants.com](http://paradigmconsultants.com)

TBPE Reg. No. F-001478

Mr. Medwedeff,

Paradigm Consultants, Inc. (Paradigm), appreciates the opportunity to provide services for the EMS Station 97 project. Attached is the invoice for services provided in the month of April 2020. Below is the financial status summary of your project. Paradigm estimates that we have completed approximately 33% of our work on this project and are currently at 37% of our project budget. If there are any questions regarding this invoice, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Kilgore".

Travis Kilgore,  
Project Manager

**Financial Status Summary**

|                            |             |
|----------------------------|-------------|
| Contract Amount:           | \$15,540.00 |
| Current Invoice Amount:    | \$2,160.00  |
| Total Invoiced to Date:    | \$5,746.50  |
| Contract Amount Remaining: | \$9,793.50  |



**INVOICE**

Invoice Date: 04/30/2020  
 Invoice No: 053883  
 Page 1 of 2

9980 West Sam Houston Parkway South, Suite 500  
 Houston, TX 77099  
 (713) 686-6771 / Fax (713) 686-6795 / FIN: 76-0466850

Client Address: AGCM, INC  
 Michael Medwedeff  
 9950 Westpark Drive  
 suite 300  
 Houston, TX. 77063

Account No.: AGCM  
 Project No: 19-2071  
 Project Manager: Kilgore, Travis  
 Project Desc.: EMS Station 97

===== Invoice Summary by Billing Code =====

|                                             | <u>Unit Rate</u> | <u>Qty</u> | <u>Extension</u>  |
|---------------------------------------------|------------------|------------|-------------------|
| 1010 - Project Manager                      | \$90.00          | 2.20       | \$198.00          |
| 1200 - Field Representative                 | \$54.00          | 21.50      | \$1,161.00        |
| 2310 - Compressive Strength - cylinders     | \$17.00          | 8.00       | \$136.00          |
| 2602 - Atterberg Limits (PI)                | \$65.00          | 2.00       | \$130.00          |
| 2680 - Moisture-Density Relation - standard | \$175.00         | 1.00       | \$175.00          |
| 9102 - Vehicle                              | \$50.00          | 6.00       | \$300.00          |
| 9801 - Nuclear Density Gauge                | \$60.00          | 1.00       | \$60.00           |
| <b>Total for this Invoice:</b>              |                  |            | <b>\$2,160.00</b> |

===== Invoice Detail by Report =====

| <u>Report No.</u>                        | <u>Date</u> | <u>Qty</u> | <u>Billing Code</u>                         | <u>Unit Type</u> | <u>Unit Rate</u> | <u>Extension</u> |
|------------------------------------------|-------------|------------|---------------------------------------------|------------------|------------------|------------------|
| 000                                      | 04/01/2020  | 2.20       | 1010 - Project Manager                      | Hr               | \$90.00          | \$198.00         |
| Report Number 000 for a Subtotal of:     |             |            |                                             |                  |                  | \$198.00         |
| 77716-1                                  | 04/02/2020  | 6.25       | 1200 - Field Representative                 | Hr               | \$54.00          | \$337.50         |
| 77716-1                                  | 04/02/2020  | 1.00       | 9102 - Vehicle                              | Trip             | \$50.00          | \$50.00          |
| Report Number 77716-1 for a Subtotal of: |             |            |                                             |                  |                  | \$387.50         |
| 77716-3                                  | 04/02/2020  | 1.00       | 2602 - Atterberg Limits (PI)                | Ea               | \$65.00          | \$65.00          |
| 77716-3                                  | 04/02/2020  | 1.00       | 2680 - Moisture-Density Relation - standard | Ea               | \$175.00         | \$175.00         |
| Report Number 77716-3 for a Subtotal of: |             |            |                                             |                  |                  | \$240.00         |
| 77843                                    | 04/06/2020  | 2.00       | 1200 - Field Representative                 | Hr               | \$54.00          | \$108.00         |
| 77843                                    | 04/06/2020  | 1.00       | 2602 - Atterberg Limits (PI)                | Ea               | \$65.00          | \$65.00          |
| 77843                                    | 04/06/2020  | 1.00       | 9102 - Vehicle                              | Trip             | \$50.00          | \$50.00          |
| Report Number 77843 for a Subtotal of:   |             |            |                                             |                  |                  | \$223.00         |

REMIT PAYMENT TO:  
 Paradigm Consultants, Inc.  
 9980 West Sam Houston Parkway South, Suite 500  
 Houston, TX 77099

Due Upon Receipt

Please take a moment to fill out our client survey at:  
<http://www.paradigmconsultants.com/form.asp?formid=5>

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.



**PARADIGM**

9980 West Sam Houston Parkway South, Suite 500  
Houston, TX 77099  
(713) 686-6771 / Fax (713) 686-6795 / FIN: 76-0466850

# INVOICE

Invoice Date: 04/30/2020  
Invoice No: 053883  
Page 2 of 2

===== Invoice Detail by Report =====

| <u>Report No.</u>                               | <u>Date</u> | <u>Qty</u> | <u>Billing Code</u>                     | <u>Unit Type</u> | <u>Unit Rate</u> | <u>Extension</u>  |
|-------------------------------------------------|-------------|------------|-----------------------------------------|------------------|------------------|-------------------|
| 77972                                           | 04/10/2020  | 2.00       | 1200 - Field Representative             | Hr               | \$54.00          | \$108.00          |
| 77972                                           | 04/10/2020  | 1.00       | 9102 - Vehicle                          | Trip             | \$50.00          | \$50.00           |
| <i>Report Number 77972 for a Subtotal of:</i>   |             |            |                                         |                  |                  | <b>\$158.00</b>   |
| 77999-1                                         | 04/13/2020  | 3.75       | 1200 - Field Representative             | Hr               | \$54.00          | \$202.50          |
| 77999-1                                         | 04/13/2020  | 1.00       | 9102 - Vehicle                          | Trip             | \$50.00          | \$50.00           |
| 77999-1                                         | 04/13/2020  | 1.00       | 9801 - Nuclear Density Gauge            | Day              | \$60.00          | \$60.00           |
| <i>Report Number 77999-1 for a Subtotal of:</i> |             |            |                                         |                  |                  | <b>\$312.50</b>   |
| 78148-1                                         | 04/17/2020  | 6.00       | 1200 - Field Representative             | Hr               | \$54.00          | \$324.00          |
| 78148-1                                         | 04/17/2020  | 1.00       | 9102 - Vehicle                          | Trip             | \$50.00          | \$50.00           |
| <i>Report Number 78148-1 for a Subtotal of:</i> |             |            |                                         |                  |                  | <b>\$374.00</b>   |
| 78148-2                                         | 04/17/2020  | 8.00       | 2310 - Compressive Strength - cylinders | Ea               | \$17.00          | \$136.00          |
| <i>Report Number 78148-2 for a Subtotal of:</i> |             |            |                                         |                  |                  | <b>\$136.00</b>   |
| 78149-1                                         | 04/18/2020  | 1.50       | 1200 - Field Representative             | Hr               | \$54.00          | \$81.00           |
| 78149-1                                         | 04/18/2020  | 1.00       | 9102 - Vehicle                          | Trip             | \$50.00          | \$50.00           |
| <i>Report Number 78149-1 for a Subtotal of:</i> |             |            |                                         |                  |                  | <b>\$131.00</b>   |
| <b>Total for this Invoice:</b>                  |             |            |                                         |                  |                  | <b>\$2,160.00</b> |

**REMIT PAYMENT TO:**

Paradigm Consultants, Inc.  
9980 West Sam Houston Parkway South, Suite 500  
Houston, TX 77099

**Due Upon Receipt**

Please take a moment to fill out our client survey at:  
<http://www.paradigmconsultants.com/form.asp?formid=5>

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.

June 5, 2020  
Project No.: 19-2071  
Invoice No.: 053959

AGCM, Inc.  
Michael Medwedeff  
9950 Westpark Dr  
Suite 300  
Houston, TX. 77063

**Invoice for 19-2071**  
**May 1 through May 31, 2020**  
**EMS Station 97**



**Paradigm  
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.  
Suite 500  
Houston, Texas 77099

Tel 713-686-6771  
Fax 713-686-6795  
[paradigmconsultants.com](http://paradigmconsultants.com)  
TBPE Reg. No. F-001478

Mr. Medwedeff,

Paradigm Consultants, Inc. (Paradigm), appreciates the opportunity to provide services for the EMS Station 97 project. Attached is the invoice for services provided in the month of May 2020. Below is the financial status summary of your project. Paradigm estimates that we have completed approximately 45% of our work on this project and are currently at 48% of our project budget. If there are any questions regarding this invoice, please call me.

Additional tests/stand-by time by the contractor during this month which were not included in our proposed budget are in the attached discrepancy log. As always, Paradigm will endeavor to work with the project team to mitigate the budgetary effects of these issues. If there are any questions regarding this invoice, please call me

Sincerely,

A handwritten signature in black ink, appearing to read "TKilgore", written over a light grey horizontal line.

Travis Kilgore,  
Project Manager

**Financial Status Summary**

|                            |             |
|----------------------------|-------------|
| Contract Amount:           | \$15,540.00 |
| Current Invoice Amount:    | \$1,752.00  |
| Total Invoiced to Date:    | \$7,498.50  |
| Contract Amount Remaining: | \$8,041.50  |





**PARADIGM**

# INVOICE

Invoice Date: 05/31/2020  
Invoice No: 053959  
Page 1 of 1

9980 West Sam Houston Parkway South, Suite 500  
Houston, TX 77099  
(713) 686-6771 / Fax (713) 686-6795 / FIN: 76-0466850

Client Address: AGCM, INC  
Michael Medwedeff  
9950 Westpark Drive  
suite 300  
Houston, TX. 77063

Account No.: AGCM  
Project No: 19-2071  
Project Manager: Kilgore, Travis  
Project Desc.: EMS Station 97

===== Invoice Summary by Billing Code =====

|                                                      | <u>Unit Rate</u> | <u>Qty</u> | <u>Extension</u>  |
|------------------------------------------------------|------------------|------------|-------------------|
| 1010 - Project Manager                               | \$90.00          | 1.30       | \$117.00          |
| 1301 - Certified Weld Inspector - Bolting Inspection | \$90.00          | 4.00       | \$360.00          |
| 1301 - Certified Weld Inspector - Welding Inspection | \$125.00         | 9.00       | \$1,125.00        |
| 9102 - Vehicle                                       | \$50.00          | 3.00       | \$150.00          |
| <b>Total for this Invoice:</b>                       |                  |            | <b>\$1,752.00</b> |

===== Invoice Detail by Report =====

| <u>Report No.</u> | <u>Date</u> | <u>Qty</u> | <u>Billing Code</u>                                  | <u>Unit Type</u> | <u>Unit Rate</u> | <u>Extension</u>                         |                   |
|-------------------|-------------|------------|------------------------------------------------------|------------------|------------------|------------------------------------------|-------------------|
| 000               | 03/01/2020  | 1.30       | 1010 - Project Manager                               | Hr               | \$90.00          | \$117.00                                 |                   |
|                   |             |            |                                                      |                  |                  | Report Number 000 for a Subtotal of:     | \$117.00          |
| 78731-1           | 05/12/2020  | 4.00       | 1301 - Certified Weld Inspector - Bolting Inspection | Hr               | \$90.00          | \$360.00                                 |                   |
| 78731-1           | 05/12/2020  | 1.00       | 9102 - Vehicle                                       | Trip             | \$50.00          | \$50.00                                  |                   |
|                   |             |            |                                                      |                  |                  | Report Number 78731-1 for a Subtotal of: | \$410.00          |
| 78883             | 05/20/2020  | 4.50       | 1301 - Certified Weld Inspector - Welding Inspection | Hr               | \$125.00         | \$562.50                                 |                   |
| 78883             | 05/20/2020  | 1.00       | 9102 - Vehicle                                       | Trip             | \$50.00          | \$50.00                                  |                   |
|                   |             |            |                                                      |                  |                  | Report Number 78883 for a Subtotal of:   | \$612.50          |
| 78988             | 05/27/2020  | 4.50       | 1301 - Certified Weld Inspector - Welding Inspection | Hr               | \$125.00         | \$562.50                                 |                   |
| 78988             | 05/27/2020  | 1.00       | 9102 - Vehicle                                       | Trip             | \$50.00          | \$50.00                                  |                   |
|                   |             |            |                                                      |                  |                  | Report Number 78988 for a Subtotal of:   | \$612.50          |
|                   |             |            |                                                      |                  |                  | <b>Total for this Invoice:</b>           | <b>\$1,752.00</b> |

REMIT PAYMENT TO:  
Paradigm Consultants, Inc.  
9980 West Sam Houston Parkway South, Suite 500  
Houston, TX 77099

Due Upon Receipt

Please take a moment to fill out our client survey at:  
<http://www.paradigmconsultants.com/form.asp?formid=5>

This invoice is due upon receipt and will be considered delinquent if payment has not been received within thirty (30) days of the invoice date. Interest charges of 1 1/2 (1.5%) percent per month (or the maximum percentage allowed by law, whichever is lower) will be added to delinquent amounts.



AGCM, Inc.  
 1101 Ocean Dr.  
 P.O. Box 2682  
 Corpus Christi, TX 78403  
 361-882-0469

Harris County Emergency Svc District #1  
 Attn: Jeremy Hyde  
 2800 Aldine Bender Rd.  
 Houston, TX 77032

Invoice number 7718  
 Date 06/05/2020

Project **16-036P Harris County ESD #1 Support Services**

Billing Period 05/01/2020 - 05/31/2020

**Invoice Summary**

| Description                          | Contract Amount | Total Billed | Prior Billed | Current Billed | Remaining | Percent Complete |
|--------------------------------------|-----------------|--------------|--------------|----------------|-----------|------------------|
| <b>PROJECT MANAGEMENT SUPPORT</b>    | 245,748.35      | 245,748.86   | 245,748.86   | 0.00           | -0.51     | 100.00           |
| <b>REIMBERSABLE EXPENSES AT 1.10</b> |                 |              |              |                |           |                  |
| <b>CONSULTANTS</b>                   | 127,845.61      | 127,845.61   | 119,196.16   | 8,649.45       | 0.00      | 100.00           |
| <b>EXPENSES</b>                      | 1,870.06        | 0.00         | 0.00         | 0.00           | 1,870.06  | 0.00             |
| Subtotal                             | 129,715.67      | 127,845.61   | 119,196.16   | 8,649.45       | 1,870.06  | 98.56            |
| <b>CREDIT - OVER CONTRACT</b>        | 0.00            | -0.51        | -0.51        | 0.00           | 0.51      | 0.00             |
| Total                                | 375,464.02      | 373,593.96   | 364,944.51   | 8,649.45       | 1,870.06  | 99.50            |

**Professional Fees**

|                            | Units | Rate      | Billed Amount   |
|----------------------------|-------|-----------|-----------------|
| Inspection                 |       |           |                 |
| Norex Engineering, Inc.    | 1.00  | 6,930.00  | 6,930.00        |
| Other Consultant           |       |           |                 |
| DAC-Inc.                   | 1.00  | 1,719.454 | 1,719.45        |
| Professional Fees subtotal |       |           | 8,649.45        |
| Invoice total              |       |           | <b>8,649.45</b> |

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current  | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 7718           | 06/05/2020   | 8,649.45    | 8,649.45 |         |         |         |          |
|                | Total        | 8,649.45    | 8,649.45 | 0.00    | 0.00    | 0.00    | 0.00     |

Approved by:

Martin J. Schmitt  
Vice President - East Texas



**Invoice Supporting Detail**

16-036P Harris County ESD #1 Support Services  
 PROJECT MANAGEMENT SUPPORT  
 Original Phase 1: A/E Selection

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

PROJECT MANAGEMENT SUPPORT  
 Admendment #1 Phase 1: A/E Selection - Contract Review

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

PROJECT MANAGEMENT SUPPORT  
 Original Design/Procurement/Pre-Construction Phase

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

PROJECT MANAGEMENT SUPPORT  
 Preconstruction & Design

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

PROJECT MANAGEMENT SUPPORT  
 Construction Management CY 2018

Phase Status: Work Hold

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
| total    |  |  | 0.00 |

PROJECT MANAGEMENT SUPPORT  
 Construction Management CY 2019

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date | Units | Rate | Amount |
|------|-------|------|--------|
|------|-------|------|--------|

|          |  |  |      |
|----------|--|--|------|
| Subtotal |  |  | 0.00 |
|----------|--|--|------|

**Invoice Supporting Detail**

16-036P Harris County ESD #1 Support Services  
 PROJECT MANAGEMENT SUPPORT  
 Construction Management CY 2019

Phase Status: Active

Billing Cutoff: 05/31/2020

| Date  | Units | Rate | Amount |
|-------|-------|------|--------|
| total |       |      | 0.00   |

PROJECT MANAGEMENT SUPPORT  
 RadioTower Change Order

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date     | Units | Rate | Amount |
|----------|-------|------|--------|
| Subtotal |       |      | 0.00   |
| total    |       |      | 0.00   |

Reimbursable Expenses at 1.10  
 Consultants

Phase Status: Active

Billing Cutoff: 05/31/2020

Consultant

WIP Status: Billable

DAC-Inc.

Other Consultant

| Date             | Units | Rate     | Amount   |
|------------------|-------|----------|----------|
| 05/30/2020       | 1.00  | 1,719.45 | 1,719.45 |
| Subtotal         |       |          | 1,719.45 |
| 05/13/2020       | 1.00  | 6,930.00 | 6,930.00 |
| Subtotal         |       |          | 6,930.00 |
| Consultant total |       |          | 8,649.45 |

Reimbursable Expenses at 1.10  
 Expenses

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date     | Units | Rate | Amount |
|----------|-------|------|--------|
| Subtotal |       |      | 0.00   |
| total    |       |      | 0.00   |

Credit - over contract

Phase Status: Active

Billing Cutoff: 05/31/2020

WIP Status:

| Date     | Units | Rate | Amount |
|----------|-------|------|--------|
| Subtotal |       |      | 0.00   |
| total    |       |      | 0.00   |

**Invoice Supporting Detail**

**Invoice Summary**

|                   | <b>Contract</b> | <b>Billed</b> | <b>%</b> | <b>Remaining</b> | <b>%</b> |
|-------------------|-----------------|---------------|----------|------------------|----------|
| <b>Labor</b>      | 245,748.35      | 242,805.79    | 99       | 2,942.56         | 1        |
| <b>Expense</b>    | 1,870.06        | 1,870.06      | 100      |                  |          |
| <b>Consultant</b> | 127,845.61      | 128,918.11    | 101      | -1,072.50        | -1       |
| <b>Total</b>      | 375,464.02      | 373,593.96    | 100      | 1,870.06         | 0        |

# Norex Engineering, Inc.

1220 East Main  
 League City, TX 77573  
 (281) 474-2640 Office  
 (281) 474-2748 Fax

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 5/13/2020 | 94140     |

**Bill To**

AG/CM, Inc.  
 Spencer Clark  
 9950 Westpark Drive, Suite 300  
 Houston, TX 77063

| Project No. | Terms          | Due Date  |
|-------------|----------------|-----------|
| 1860363     | Due on receipt | 5/13/2020 |

| Description                                                                                                                                                                                                                                  | Qty | Rate     | Amount   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| EMS STATIONS<br>#92 1618 & 19620 ISOM, HOUSTON<br>1/10/2019<br>2/25/2019<br>5/7/2019<br>5/7/2020<br>#94 6310 ALDINE BENDER ROAD, HUMBLE<br>1/10/2019<br>1/25/2019<br>1/31/2019<br>2/25/2019<br>5/7/2019<br>5/22/2019<br>2/5/2020<br>5/7/2020 |     |          |          |
| COMPLETION INSPECTIONS AND LETTER (NTE 8 INSPECTIONS)                                                                                                                                                                                        |     | 5,500.00 | 5,500.00 |
| EXTRA INSPECTIONS REQUIRED<br>Payment in Full Required Prior to the Release of Documents                                                                                                                                                     | 4   | 200.00   | 800.00   |

Payment in full required prior to release of documents. Norex accepts the following methods of payment: Visa, Mastercard, Discover, cash or checks made payable to Norex Engineering, Inc.

|                         |            |
|-------------------------|------------|
| <b>Total</b>            | \$6,300.00 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$6,300.00 |



DAC, Inc.  
 11251 Northwest Freeway  
 Suite 200  
 Houston TX 77092  
 713-975-8160

# Contract Invoice

Invoice#: 29823

Date: 05/30/2020

License: Security # B16589

8190300

**Billed To:** AG  
 CM, Inc.  
 PO Box 2682  
 Corpus Christi TX 78404

**Project:** HC ESD Station 92 & 94  
 1618 & 1620 Isom Road  
 Houston TX 77039

**Due Date:** 06/29/2020

**Terms:** 30DY

**Order#** Marty Schmitt

| Description         | Amount   |
|---------------------|----------|
| Progress Billing# 3 | 1,444.00 |

*Thank you for your prompt payment!*

|                   |                 |
|-------------------|-----------------|
| Sales Tax:        | 119.14          |
| Invoice Total:    | 1,563.14        |
| Retention:        | 0.00            |
| Amount Paid:      | 0.00            |
| <b>Amount Due</b> | <b>1,563.14</b> |



DAC, Inc  
 11251 No. Thwest Freeway  
 Suite 200  
 Houston, TX 77062  
 713-575-5150

License Security # 216559

# Progress Recap

Application: 3  
 Period 05/30/2020

8190300

Owner: AG  
 CMI, Inc  
 320C Wilcrest Dr  
 Suite 100  
 Houston TX 77042

Job Location: HC ESD Station 92 & 94  
 1618 & 1620 Isom Road  
 Houston TX 77039

## Application For Payment On Contract

|                                  |           |
|----------------------------------|-----------|
| Original Contract.....           | 14,440.00 |
| Net Change by Change Orders..... | 0.00      |
| Contract Sum to Date.....        | 14,440.00 |
| Total Complete to Date.....      | 14,440.00 |
| Total Retained.....              | 0.00      |
| Total Earned Less Retained.....  | 14,440.00 |
| Less Previous Billings.....      | 12,996.00 |
| Current Payment Due.....         | 1,444.00  |
| Balance on Contract.....         | 0.00      |

## Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: D. Kelly Date 5/21/2020

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 18.00 % per annum. Please make checks payable to: DAC, Inc

Thank you for your prompt payment

# PROGRESS BILLING

Application: 3

Period: 05/30/2020

## Schedule of Work Completed

| Description of Work<br>Progress Billing #3 | Scheduled | Changes | Contract  | Previous  | Current Comp. | Stored Mat. | Total Comp. | %      | Balance | Retained |
|--------------------------------------------|-----------|---------|-----------|-----------|---------------|-------------|-------------|--------|---------|----------|
| Totals:                                    | 14,440.00 |         | 14,440.00 | 12,998.00 | 1,444.00      |             | 14,440.00   | 100.00 |         |          |



Manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

| July 2020 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           | 29 | 30 | 1  | 2  | 3  | 4  |
| 5         | 6  | 7  | 8  | 9  | 10 | 11 |
| 12        | 13 | 14 | 15 | 16 | 17 | 18 |
| 19        | 20 | 21 | 22 | 23 | 24 | 25 |
| 26        | 27 | 28 | 29 | 30 | 31 | 1  |
| 2         | 3  | 4  | 5  | 6  | 7  | 8  |

New Balance  
**\$154.48**  
 Minimum Payment Due  
**\$0.00**  
 Payment Due Date  
**07/04/20**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.  
**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

### ACCOUNT SUMMARY

Account Number: 4246 3152 5072 7714

|                                      |                     |
|--------------------------------------|---------------------|
| Previous Balance                     | \$3,101.77          |
| Payment, Credits                     | -\$2,955.20         |
| Purchases                            | \$0.00              |
| Cash Advances                        | \$0.00              |
| Balance Transfers                    | \$0.00              |
| Fees Charged                         | \$0.00              |
| Interest Charged                     | +\$7.91             |
| <b>New Balance</b>                   | <b>\$154.48</b>     |
| Opening/Closing Date                 | 05/11/20 - 06/10/20 |
| Credit Limit                         | \$12,000            |
| Available Credit                     | \$11,845            |
| Cash Access Line                     | \$2,400             |
| Available for Cash                   | \$2,400             |
| <b>Past Due Amount</b>               | <b>\$0.00</b>       |
| <b>Balance over the Credit Limit</b> | <b>\$0.00</b>       |



42463152507277140000000000015448000000008

P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

**Payment Due Date:** 07/04/20  
**New Balance:** \$154.48  
**Minimum Payment:** \$0.00

Account number: 4246 3152 5072 7714

00402352X Z16220 C T718051 P9949  
 CATHY SUNDAY  
 HARRIS CO ESD 1  
 2800 ALDINE BENDER RD STE A  
 HOUSTON TX 77032-3502

00402352 1 AV 00.389



\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE  
 PO BOX 6294  
 CAROL STREAM IL 60197-6294

⑆ 5000 160 28⑆ 1595 2507 277 143⑈





Manage your account online at :  
[www.chase.com/cardhelp](http://www.chase.com/cardhelp)



Customer Service:  
1-800-945-2028



Mobile: Download the  
Chase Mobile® app today

## ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description                                                                                  | \$ Amount |
|---------------------|---------------------------------------------------------------------------------------------------------------------------|-----------|
| 05/14               | Payment ThankYou Image Check                                                                                              | -2,955.20 |
| 06/10               | PURCHASE INTEREST CHARGE<br>CATHY SUNDAY<br>TRANSACTIONS THIS CYCLE (CARD 7714) \$2947.29-<br>INCLUDING PAYMENTS RECEIVED | 7.91      |

| 2020 Totals Year-to-Date       |          |
|--------------------------------|----------|
| Total fees charged in 2020     | \$39.00  |
| Total interest charged in 2020 | \$115.48 |

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| Balance Type             | Annual Percentage Rate (APR) | Balance Subject To Interest Rate | Interest Charges |
|--------------------------|------------------------------|----------------------------------|------------------|
| <b>PURCHASES</b>         |                              |                                  |                  |
| Purchases                | 21.24%(v)(d)                 | \$438.70                         | \$7.91           |
| <b>CASH ADVANCES</b>     |                              |                                  |                  |
| Cash Advances            | 21.24%(v)(d)                 | - 0 -                            | - 0 -            |
| <b>BALANCE TRANSFERS</b> |                              |                                  |                  |
| Balance Transfer         | 21.24%(v)(d)                 | - 0 -                            | - 0 -            |

31 Days in Billing Period

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.



# AIA Document G702® - 1992

## Application and Certificate for Payment

**TO OWNER:** Harris County ESD # 1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** EMS Station 97  
15600 Woodland Hills Dr.  
Humble, TX 77346

**FROM:** Construction Masters of Houston, Inc. VIA  
P. O. Box 1587 ARCHITECT:

**CONTRACTOR:** P. O. Box 1587  
Pearland, TX 77588

**APPLICATION NO:** 006  
**PERIOD TO:** May 29, 2020  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** October 07, 2019  
**PROJECT NOS:** / 5919 /

**Distribution to:**  
OWNER:  ARCHITECT:   
CONTRACTOR:  FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

|                                                                    |                |
|--------------------------------------------------------------------|----------------|
| 1. ORIGINAL CONTRACT SUM .....                                     | \$1,819,000.00 |
| 2. NET CHANGE BY CHANGE ORDERS .....                               | -\$55,000.00   |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) .....                         | \$1,764,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....       | \$796,622.68   |
| 5. RETAINAGE:                                                      |                |
| a. 5.00 % of Completed Work<br>(Column D + E on G703)              | \$37,494.38    |
| b. 5.00 % of Stored Material<br>(Column F on G703)                 | \$2,336.75     |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... | \$39,831.13    |
| 6. TOTAL EARNED LESS RETAINAGE .....                               | \$756,791.55   |
| (Line 4 Less Line 5 Total)                                         |                |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....                    | \$623,197.15   |
| (Line 6 from prior Certificate)                                    |                |
| 8. CURRENT PAYMENT DUE .....                                       | \$133,594.40   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)  | \$1,007,208.45 |

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$133,594.40  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**


By:  Date: 6/7/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS          |
|----------------------------------------------------|---------------|---------------------|
| Total changes approved in previous months by Owner | \$0.00        | \$55,000.00         |
| Total approved this Month                          | \$0.00        | \$0.00              |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$55,000.00</b>  |
| <b>NET CHANGES by Change Order</b>                 |               | <b>-\$55,000.00</b> |



Date: June 03, 2020

By:   
State of: Texas  
County of: Brazoria  
Subscribed and sworn to before me this 3rd day of June, 2020.  
Notary Public: Marjorie Carns  
My Commission expires: September 26, 2021

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



# AIA Document G703<sup>®</sup> - 1992

## Continuation Sheet

AIA Document, G702<sup>®</sup>-1992, Application and Certification for Payment, or G736<sup>™</sup>-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006  
 APPLICATION DATE: June 03, 2020  
 PERIOD TO: May 29, 2020  
 ARCHITECT'S PROJECT NO: EMS Station 97

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK        | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |          | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D + E + F) | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|---------------------------------|----------------------|-----------------------------------|----------|------------------|-------------------------------------------------|-----------------------------------------------------|--------------------------------|-----------------------------------|
|               |                                 |                      | FROM PREVIOUS APPLICATION (D + E) |          |                  |                                                 |                                                     |                                |                                   |
| 1.01          | Owner's Contingency Allowance   | 45,414.00            | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 45,414.00                      | 0.00                              |
| 1.01a         | AER-OC-01 - Door Hardware       | 3,255.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 3,255.00                       | 0.00                              |
| 1.01b         | AER-OC-02 - Window Coverings    | 250.00               | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 250.00                         | 0.00                              |
| 1.01c         | AER-OC-03 - Door & Wall Changes | 6,081.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 6,081.00                       | 0.00                              |
| 1.02          | Material Testing Allowance      | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00                              |
| 1.03          | Utility Services Allowance      | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00                              |
| 1.04          | Site Miscellaneous Allowance    | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00                              |
| 1.05          | Supervision / PM                | 79,587.00            | 33,932.00                         | 7,608.00 | 0.00             | 0.00                                            | 41,540.00                                           | 38,047.00                      | 0.00                              |
| 1.06          | Temporary Utilities             | 8,798.00             | 5,000.00                          | 750.00   | 0.00             | 0.00                                            | 5,750.00                                            | 3,048.00                       | 0.00                              |
| 1.07          | Construction Facilities         | 12,869.00            | 7,500.00                          | 1,500.00 | 0.00             | 0.00                                            | 9,000.00                                            | 3,869.00                       | 0.00                              |
| 1.08          | Dumpsters                       | 9,385.00             | 750.00                            | 750.00   | 0.00             | 0.00                                            | 1,500.00                                            | 7,885.00                       | 0.00                              |
| 1.09          | Surveying                       | 5,865.00             | 3,700.00                          | 0.00     | 0.00             | 0.00                                            | 3,700.00                                            | 2,165.00                       | 0.00                              |
| 1.10          | Equipment Rental                | 5,865.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 5,865.00                       | 0.00                              |
| 1.11          | General Labor                   | 6,745.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 6,745.00                       | 0.00                              |
| 1.12          | Final Cleaning                  | 2,112.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 2,112.00                       | 0.00                              |
| 1.13          | BR / GL Insurance               | 21,656.00            | 8,660.00                          | 2,165.00 | 0.00             | 0.00                                            | 10,825.00                                           | 10,831.00                      | 0.00                              |

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User Notes:

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| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF<br>WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                        |                                                         | E<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN D OR E) | G            |         | H<br>BALANCE TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------|-------------------------|--------------------------------------------|---------------------------------------------------------|------------------|----------------------------------------------------------|--------------|---------|--------------------------------------|-----------------------------------------|
|                  |                             |                         | FROM<br>PREVIOUS<br>APPLICATION<br>(D + E) | TOTAL<br>COMPLETED AND<br>STORED TO DATE<br>(D + E + F) |                  |                                                          | %<br>(G ÷ C) |         |                                      |                                         |
|                  |                             |                         |                                            |                                                         |                  |                                                          |              |         |                                      |                                         |
| 1.14             | P&P Bonds                   | 25,202.00               | 25,202.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 25,202.00    | 100.00% | 0.00                                 | 0.00                                    |
| 2.01             | Earthwork                   | 53,961.00               | 47,972.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 47,972.00    | 88.90%  | 5,989.00                             | 0.00                                    |
| 2.02             | SWPPP                       | 5,347.00                | 5,347.00                                   | 0.00                                                    | 0.00             | 0.00                                                     | 5,347.00     | 100.00% | 0.00                                 | 0.00                                    |
| 2.03             | Sanitary Sewer              | 17,596.00               | 17,596.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 17,596.00    | 100.00% | 0.00                                 | 0.00                                    |
| 2.04             | Storm Sewer                 | 16,423.00               | 16,423.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 16,423.00    | 100.00% | 0.00                                 | 0.00                                    |
| 2.05             | Site Water                  | 32,260.00               | 32,260.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 32,260.00    | 100.00% | 0.00                                 | 0.00                                    |
| 2.06             | Parking Lot Accessories     | 1,775.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 1,775.00                             | 0.00                                    |
| 2.07             | Unit Pavers                 | 10,210.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 10,210.00                            | 0.00                                    |
| 2.08             | Irrigation                  | 8,212.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 8,212.00                             | 0.00                                    |
| 2.09             | Landscaping                 | 19,737.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 19,737.00                            | 0.00                                    |
| 2.10             | Fence & Gates               | 12,890.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 12,890.00                            | 0.00                                    |
| 3.01             | Foundation                  | 61,822.00               | 61,822.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 61,822.00    | 100.00% | 0.00                                 | 0.00                                    |
| 3.02             | Paving                      | 57,363.00               | 57,363.00                                  | 0.00                                                    | 0.00             | 0.00                                                     | 57,363.00    | 100.00% | 0.00                                 | 0.00                                    |
| 3.03             | Sidewalks                   | 12,141.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 12,141.00                            | 0.00                                    |
| 3.04             | Dumpsters                   | 5,748.00                | 5,748.00                                   | 0.00                                                    | 0.00             | 0.00                                                     | 5,748.00     | 100.00% | 0.00                                 | 0.00                                    |
| 3.05             | Curbs                       | 2,757.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 2,757.00                             | 0.00                                    |
| 3.06             | Light Pole Bases            | 2,170.00                | 1,000.00                                   | 0.00                                                    | 0.00             | 0.00                                                     | 1,000.00     | 46.08%  | 1,170.00                             | 0.00                                    |
| 3.07             | Transformer Pad             | 3,848.00                | 3,848.00                                   | 0.00                                                    | 0.00             | 0.00                                                     | 3,848.00     | 100.00% | 0.00                                 | 0.00                                    |
| 3.08             | Special Concrete            |                         |                                            |                                                         |                  |                                                          |              |         |                                      |                                         |
|                  | Finishes                    | 4,956.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 4,956.00                             | 0.00                                    |
| 4.01             | Masonry                     | 46,923.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 46,923.00                            | 0.00                                    |
| 5.01             | PEMB Erection               | 51,146.00               | 22,000.00                                  | 22,000.00                                               | 0.00             | 0.00                                                     | 44,000.00    | 86.03%  | 7,146.00                             | 0.00                                    |
| 5.02             | Miscellaneous Metals        | 12,142.00               | 5,000.00                                   | 0.00                                                    | 0.00             | 0.00                                                     | 5,000.00     | 41.18%  | 7,142.00                             | 0.00                                    |
| 6.01             | Rough Carpentry             | 3,461.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 3,461.00                             | 0.00                                    |
| 6.02             | Millwork Fabrication        | 13,969.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 13,969.00                            | 0.00                                    |
| 6.03             | Millwork Installation       | 7,522.00                | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 7,522.00                             | 0.00                                    |
| 7.01             | Waterproofing               | 23,755.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 23,755.00                            | 0.00                                    |
| 7.02             | Vinyl Insulation            | 6,569.00                | 0.00                                       | 6,569.00                                                | 0.00             | 0.00                                                     | 6,569.00     | 100.00% | 0.00                                 | 0.00                                    |
| 8.01             | Doors, Frames,<br>Hardware  | 32,934.00               | 0.00                                       | 0.00                                                    | 0.00             | 0.00                                                     | 0.00         | 0.00%   | 32,934.00                            | 0.00                                    |

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| A        | B                        | C               | D                                 |             | E         | F    | G                                          |                                                | H         | I    |
|----------|--------------------------|-----------------|-----------------------------------|-------------|-----------|------|--------------------------------------------|------------------------------------------------|-----------|------|
|          |                          |                 | WORK COMPLETED                    |             |           |      | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) |           |      |
| ITEM NO. | DESCRIPTION OF WORK      | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |           |      |                                            |                                                |           |      |
| 8.02     | Overhead Doors           | 24,765.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 24,765.00 | 0.00 |
| 8.03     | Entrances & Storefront   | 40,903.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 40,903.00 | 0.00 |
| 9.01     | Metal Stud Framing       | 27,153.00       | 0.00                              | 24,699.06   | 0.00      | 0.00 | 24,699.06                                  | 90.96%                                         | 2,453.94  | 0.00 |
| 9.02     | Exterior Sheathing       | 7,254.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 7,254.00  | 0.00 |
| 9.03     | Batt Insulation          | 6,072.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 6,072.00  | 0.00 |
| 9.04     | Drywall                  | 17,372.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 17,372.00 | 0.00 |
| 9.05     | Tape & Float             | 6,536.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 6,536.00  | 0.00 |
| 9.06     | In-Wall Blocking         | 1,049.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 1,049.00  | 0.00 |
| 9.07     | Equipment                | 9,385.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 9,385.00  | 0.00 |
| 9.08     | Carpet                   | 5,612.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 5,612.00  | 0.00 |
| 9.09     | LVT                      | 11,185.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 11,185.00 | 0.00 |
| 9.10     | Tile                     | 17,031.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 17,031.00 | 0.00 |
| 9.11     | Acoustical Ceilings      | 9,150.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 9,150.00  | 0.00 |
|          | Painting & Wall          |                 |                                   |             |           |      |                                            |                                                |           |      |
| 9.12     | Covering                 | 16,828.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 16,828.00 | 0.00 |
| 12.01    | Window Treatments        | 2,686.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 2,686.00  | 0.00 |
| 13.01    | PEMB                     | 116,721.00      | 116,721.00                        | 0.00        | 0.00      | 0.00 | 116,721.00                                 | 100.00%                                        | 0.00      | 0.00 |
| 13.02    | Access Controls          | 9,082.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 9,082.00  | 0.00 |
| 13.03    | Fire Alarm               | 23,180.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 23,180.00 | 0.00 |
| 13.04    | Fire Sprinkler           | 31,556.00       | 4,559.00                          | 2,630.10    | 0.00      | 0.00 | 7,189.10                                   | 22.78%                                         | 24,366.90 | 0.00 |
| 22.01    | Building Underground     | 40,647.00       | 37,422.00                         | 0.00        | 0.00      | 0.00 | 37,422.00                                  | 92.07%                                         | 3,225.00  | 0.00 |
| 22.02    | Plumbing Rough-In        | 47,422.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 47,422.00 | 0.00 |
| 22.03    | Plumbing Fixtures        | 47,421.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 47,421.00 | 0.00 |
| 23.01    | Hangers/Supports/Ducts   | 38,593.00       | 0.00                              | 21,779.52   | 0.00      | 0.00 | 21,779.52                                  | 56.43%                                         | 16,813.48 | 0.00 |
| 23.02    | Insulation               | 16,410.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 16,410.00 | 0.00 |
| 23.03    | Equipment                | 91,338.00       | 0.00                              | 0.00        | 46,735.00 | 0.00 | 46,735.00                                  | 51.17%                                         | 44,603.00 | 0.00 |
| 23.04    | Controls                 | 5,736.00        | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 5,736.00  | 0.00 |
| 26.01    | Electrical               | 52,788.00       | 32,100.00                         | 0.00        | 0.00      | 0.00 | 32,100.00                                  | 60.81%                                         | 20,688.00 | 0.00 |
| 26.02    | Electrical Site Lighting | 11,731.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 11,731.00 | 0.00 |
| 26.03    | Raceways & Wire          | 58,654.00       | 0.00                              | 0.00        | 0.00      | 0.00 | 0.00                                       | 0.00%                                          | 58,654.00 | 0.00 |

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| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF<br>WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                        |                     | E<br>THIS PERIOD   | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN D OR E) | G                                                       |               | H<br>BALANCE TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------|-------------------------|--------------------------------------------|---------------------|--------------------|----------------------------------------------------------|---------------------------------------------------------|---------------|--------------------------------------|-----------------------------------------|
|                  |                             |                         | FROM<br>PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD         |                    |                                                          | TOTAL<br>COMPLETED AND<br>STORED TO DATE<br>(D + E + F) | %<br>(G ÷ C)  |                                      |                                         |
| 26.04            | Panels & Gear               | 29,327.00               | 0.00                                       | 0.00                | 0.00               | 0.00                                                     | 0.00                                                    | 0.00%         | 29,327.00                            | 0.00                                    |
| 26.05            | Terminations                | 23,461.00               | 0.00                                       | 0.00                | 0.00               | 0.00                                                     | 0.00                                                    | 0.00%         | 23,461.00                            | 0.00                                    |
| 26.06            | Fixtures & Devices          | 58,654.00               | 0.00                                       | 49,875.00           | 0.00               | 0.00                                                     | 49,875.00                                               | 85.03%        | 8,779.00                             | 0.00                                    |
| 26.07            | Generator                   | 60,115.00               | 51,000.00                                  | 0.00                | 0.00               | 0.00                                                     | 51,000.00                                               | 84.84%        | 9,115.00                             | 0.00                                    |
| 26.08            | Lightning Protection        | 17,710.00               | 6,337.00                                   | 300.00              | 0.00               | 0.00                                                     | 6,637.00                                                | 37.48%        | 11,073.00                            | 0.00                                    |
| 27.01            | Communications              | 19,752.00               | 0.00                                       | 0.00                | 0.00               | 0.00                                                     | 0.00                                                    | 0.00%         | 19,752.00                            | 0.00                                    |
|                  | <b>GRAND TOTAL</b>          | <b>\$1,764,000.00</b>   | <b>\$609,262.00</b>                        | <b>\$140,625.68</b> | <b>\$46,735.00</b> | <b>\$796,622.68</b>                                      | <b>\$967,377.32</b>                                     | <b>45.16%</b> |                                      | <b>\$0.00</b>                           |

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User Notes:  
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## Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #1, EMS Station 97**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed, and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 3<sup>rd</sup> Day of June, 2020

**Construction Masters of Houston, Inc.**

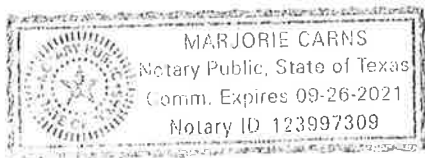
By: 

Title: **President**

State of Texas }  
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 3<sup>rd</sup> day of June, 2020.



  
Notary Public in and for Brazoria County, Texas  
My commission expires: 9/26/21



# AIA Document G702® - 1992

## Application and Certificate for Payment

**TO OWNER:** Harris County ESD # 1  
2800 Aldine Bender Rd.  
Houston, TX 77032

**PROJECT:** EMS Station 97  
15600 Woodland Hills Dr.  
Humble, TX 77346

**FROM:** Construction Masters of Houston, Inc.  
P. O. Box 1587  
Pearland, TX 77588

**VIA ARCHITECT:** Martinez Architects  
900 Rockmead, #250  
Houston, TX 77339

**APPLICATION NO:** 007  
**PERIOD TO:** June 26, 2020  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** October 07, 2019  
**PROJECT NOS:** / 5919 /

**Distribution to:**  
OWNER:   
ARCHITECT:   
CONTRACTOR:   
FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$1,819,000.00
2. NET CHANGE BY CHANGE ORDERS ..... -\$55,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$1,764,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$967,916.49

#### 5. RETAINAGE:

- a. 5.00 % of Completed Work (Column D + E on G703) ..... \$48,395.82
  - b. 5.00 % of Stored Material (Column F on G703) ..... \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$48,395.82

6. TOTAL EARNED LESS RETAINAGE ..... \$919,520.67  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$756,791.55  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$162,729.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$844,479.33

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS         |
|----------------------------------------------------|---------------|--------------------|
| Total changes approved in previous months by Owner | \$0.00        | \$55,000.00        |
| Total approved this Month                          | \$0.00        | \$0.00             |
| <b>TOTALS</b>                                      | <b>\$0.00</b> | <b>\$55,000.00</b> |
| NET CHANGES by Change Order                        |               | -\$55,000.00       |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

#### CONTRACTOR:

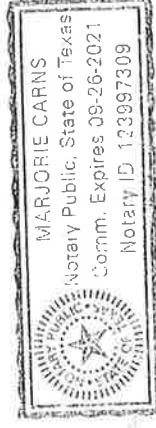
By:   
Date: June 26, 2020

State of: Texas

County of: Brazoria

Subscribed and sworn to before me this 26th day of June, 2020.

Notary Public: Marjorie Carns  
My Commission expires: September 26, 2021



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$162,729.12  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

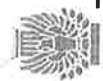
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:

(9B9AD454)





# AIA Document G703<sup>®</sup> - 1992

## Continuation Sheet

AIA Document, G702<sup>®</sup>-1992, Application and Certification for Payment, or G736<sup>™</sup>-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK        | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |          | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D + E + F) | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|---------------------------------|----------------------|-----------------------------------|----------|------------------|-------------------------------------------------|-----------------------------------------------------|--------------------------------|-----------------------------------|
|               |                                 |                      | FROM PREVIOUS APPLICATION (D + E) |          |                  |                                                 |                                                     |                                |                                   |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | 007                               |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | June 26, 2020                     |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | June 26, 2020                     |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | EMS Station 97                    |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | ARCHITECT'S PROJECT NO:           |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | APPLICATION NO:                   |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | APPLICATION DATE:                 |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | PERIOD TO:                        |
|               |                                 |                      |                                   |          |                  |                                                 |                                                     |                                | % (G ÷ C)                         |
| 1.01          | Owner's Contingency Allowance   | 45,414.00            | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 45,414.00                      | 0.00%                             |
| 1.01a         | AER-OC-01 - Door Hardware       | 3,255.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 3,255.00                       | 0.00%                             |
| 1.01b         | AER-OC-02 - Window Coverings    | 250.00               | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 250.00                         | 0.00%                             |
| 1.01c         | AER-OC-03 - Door & Wall Changes | 6,081.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 6,081.00                       | 0.00%                             |
| 1.02          | Material Testing Allowance      | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00%                             |
| 1.03          | Utility Services Allowance      | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00%                             |
| 1.04          | Site Miscellaneous Allowance    | 0.00                 | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 0.00                           | 0.00%                             |
| 1.05          | Supervision / PM                | 79,587.00            | 41,540.00                         | 7,608.00 | 0.00             | 0.00                                            | 49,148.00                                           | 30,439.00                      | 61.75%                            |
| 1.06          | Temporary Utilities             | 8,798.00             | 5,750.00                          | 750.00   | 0.00             | 0.00                                            | 6,500.00                                            | 2,298.00                       | 73.88%                            |
| 1.07          | Construction Facilities         | 12,869.00            | 9,000.00                          | 1,500.00 | 0.00             | 0.00                                            | 10,500.00                                           | 2,369.00                       | 81.59%                            |
| 1.08          | Dumpsters                       | 9,385.00             | 1,500.00                          | 1,500.00 | 0.00             | 0.00                                            | 3,000.00                                            | 6,385.00                       | 31.97%                            |
| 1.09          | Surveying                       | 5,865.00             | 3,700.00                          | 1,200.00 | 0.00             | 0.00                                            | 4,900.00                                            | 965.00                         | 83.55%                            |
| 1.10          | Equipment Rental                | 5,865.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 5,865.00                       | 0.00%                             |
| 1.11          | General Labor                   | 6,745.00             | 0.00                              | 1,500.00 | 0.00             | 0.00                                            | 1,500.00                                            | 5,245.00                       | 22.24%                            |
| 1.12          | Final Cleaning                  | 2,112.00             | 0.00                              | 0.00     | 0.00             | 0.00                                            | 0.00                                                | 2,112.00                       | 0.00%                             |
| 1.13          | BR / GL Insurance               | 21,656.00            | 10,825.00                         | 2,165.00 | 0.00             | 0.00                                            | 12,990.00                                           | 8,666.00                       | 59.98%                            |

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User Notes:

(389A DA62)

| A    | B                       | C         | D                                 |                            | E                                          |                                                | F         | G         |                           | H    | I    |
|------|-------------------------|-----------|-----------------------------------|----------------------------|--------------------------------------------|------------------------------------------------|-----------|-----------|---------------------------|------|------|
|      |                         |           | FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) |           | % (G ÷ C) | BALANCE TO FINISH (C - G) |      |      |
| 1.14 | P&P Bonds               | 25,202.00 | 25,202.00                         | 0.00                       | 0.00                                       | 0.00                                           | 25,202.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 2.01 | Earthwork               | 53,961.00 | 47,972.00                         | 0.00                       | 0.00                                       | 0.00                                           | 47,972.00 | 88.90%    | 5,989.00                  | 0.00 | 0.00 |
| 2.02 | SWPPP                   | 5,347.00  | 5,347.00                          | 0.00                       | 0.00                                       | 0.00                                           | 5,347.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 2.03 | Sanitary Sewer          | 17,596.00 | 17,596.00                         | 0.00                       | 0.00                                       | 0.00                                           | 17,596.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 2.04 | Storm Sewer             | 16,423.00 | 16,423.00                         | 0.00                       | 0.00                                       | 0.00                                           | 16,423.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 2.05 | Site Water              | 32,260.00 | 32,260.00                         | 0.00                       | 0.00                                       | 0.00                                           | 32,260.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 2.06 | Parking Lot Accessories | 1,775.00  | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 1,775.00                  | 0.00 | 0.00 |
| 2.07 | Unit Pavers             | 10,210.00 | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 10,210.00                 | 0.00 | 0.00 |
| 2.08 | Irrigation              | 8,212.00  | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 8,212.00                  | 0.00 | 0.00 |
| 2.09 | Landscaping             | 19,737.00 | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 19,737.00                 | 0.00 | 0.00 |
| 2.10 | Fence & Gates           | 12,890.00 | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 12,890.00                 | 0.00 | 0.00 |
| 3.01 | Foundation              | 61,822.00 | 61,822.00                         | 0.00                       | 0.00                                       | 0.00                                           | 61,822.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.02 | Paving                  | 57,363.00 | 57,363.00                         | 0.00                       | 0.00                                       | 0.00                                           | 57,363.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.03 | Sidewalks               | 12,141.00 | 0.00                              | 12,141.00                  | 0.00                                       | 0.00                                           | 12,141.00 | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.04 | Dumpsters               | 5,748.00  | 5,748.00                          | 0.00                       | 0.00                                       | 0.00                                           | 5,748.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.05 | Curbs                   | 2,757.00  | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 2,757.00                  | 0.00 | 0.00 |
| 3.06 | Light Pole Bases        | 2,170.00  | 1,000.00                          | 1,170.00                   | 0.00                                       | 0.00                                           | 2,170.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.07 | Transformer Pad         | 3,848.00  | 3,848.00                          | 0.00                       | 0.00                                       | 0.00                                           | 3,848.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 3.08 | Special Concrete        | 4,956.00  | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 4,956.00                  | 0.00 | 0.00 |
| 4.01 | Masonry                 | 46,923.00 | 0.00                              | 17,120.00                  | 0.00                                       | 0.00                                           | 17,120.00 | 36.49%    | 29,803.00                 | 0.00 | 0.00 |
| 5.01 | PEMB Erection           | 51,146.00 | 44,000.00                         | 0.00                       | 0.00                                       | 0.00                                           | 44,000.00 | 86.03%    | 7,146.00                  | 0.00 | 0.00 |
| 5.02 | Miscellaneous Metals    | 12,142.00 | 5,000.00                          | 0.00                       | 0.00                                       | 0.00                                           | 5,000.00  | 41.18%    | 7,142.00                  | 0.00 | 0.00 |
| 6.01 | Rough Carpentry         | 3,461.00  | 0.00                              | 3,461.00                   | 0.00                                       | 0.00                                           | 3,461.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 6.02 | Millwork Fabrication    | 13,969.00 | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 13,969.00                 | 0.00 | 0.00 |
| 6.03 | Millwork Installation   | 7,522.00  | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 7,522.00                  | 0.00 | 0.00 |
| 7.01 | Waterproofing           | 23,755.00 | 0.00                              | 0.00                       | 0.00                                       | 0.00                                           | 0.00      | 0.00%     | 23,755.00                 | 0.00 | 0.00 |
| 7.02 | Vinyl Insulation        | 6,569.00  | 6,569.00                          | 0.00                       | 0.00                                       | 0.00                                           | 6,569.00  | 100.00%   | 0.00                      | 0.00 | 0.00 |
| 8.01 | Doors, Frames, Hardware | 32,934.00 | 0.00                              | 3,012.05                   | 0.00                                       | 0.00                                           | 3,012.05  | 9.15%     | 29,921.95                 | 0.00 | 0.00 |

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| A        | B                        | C               | D                                 |             | E                                          |      | F    | G                                              |           | H    | I                         |
|----------|--------------------------|-----------------|-----------------------------------|-------------|--------------------------------------------|------|------|------------------------------------------------|-----------|------|---------------------------|
|          |                          |                 | WORK COMPLETED                    |             | WORK COMPLETED                             |      |      | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G ÷ C) |      |                           |
| ITEM NO. | DESCRIPTION OF WORK      | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) |      |      |                                                |           |      | BALANCE TO FINISH (C - G) |
| 8.02     | Overhead Doors           | 24,765.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 24,765.00 | 0.00 |                           |
| 8.03     | Entrances & Storefront   | 40,903.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 40,903.00 | 0.00 |                           |
| 9.01     | Metal Stud Framing       | 27,153.00       | 24,699.06                         | 2,453.94    | 0.00                                       | 0.00 | 0.00 | 27,153.00                                      | 0.00      | 0.00 |                           |
| 9.02     | Exterior Sheathing       | 7,254.00        | 0.00                              | 7,254.00    | 0.00                                       | 0.00 | 0.00 | 7,254.00                                       | 0.00      | 0.00 |                           |
| 9.03     | Batt Insulation          | 6,072.00        | 0.00                              | 6,072.00    | 0.00                                       | 0.00 | 0.00 | 6,072.00                                       | 0.00      | 0.00 |                           |
| 9.04     | Drywall                  | 17,372.00       | 0.00                              | 6,000.00    | 0.00                                       | 0.00 | 0.00 | 6,000.00                                       | 11,372.00 | 0.00 |                           |
| 9.05     | Tape & Float             | 6,536.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 6,536.00  | 0.00 |                           |
| 9.06     | In-Wall Blocking         | 1,049.00        | 0.00                              | 1,049.00    | 0.00                                       | 0.00 | 0.00 | 1,049.00                                       | 0.00      | 0.00 |                           |
| 9.07     | Equipment                | 9,385.00        | 0.00                              | 4,500.00    | 0.00                                       | 0.00 | 0.00 | 4,500.00                                       | 4,885.00  | 0.00 |                           |
| 9.08     | Carpet                   | 5,612.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 5,612.00  | 0.00 |                           |
| 9.09     | LVT                      | 11,185.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 11,185.00 | 0.00 |                           |
| 9.10     | Tile                     | 17,031.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 17,031.00 | 0.00 |                           |
| 9.11     | Acoustical Ceilings      | 9,150.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 9,150.00  | 0.00 |                           |
| 9.12     | Painting & Wall Covering | 16,828.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 16,828.00 | 0.00 |                           |
| 12.01    | Window Treatments        | 2,686.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 2,686.00  | 0.00 |                           |
| 13.01    | PEMB                     | 116,721.00      | 116,721.00                        | 0.00        | 0.00                                       | 0.00 | 0.00 | 116,721.00                                     | 0.00      | 0.00 |                           |
| 13.02    | Access Controls          | 9,082.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 9,082.00  | 0.00 |                           |
| 13.03    | Fire Alarm               | 23,180.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 23,180.00 | 0.00 |                           |
| 13.04    | Fire Sprinkler           | 31,556.00       | 7,189.10                          | 17,286.48   | 0.00                                       | 0.00 | 0.00 | 24,475.58                                      | 7,080.42  | 0.00 |                           |
| 22.01    | Building Underground     | 40,647.00       | 37,422.00                         | 0.00        | 0.00                                       | 0.00 | 0.00 | 37,422.00                                      | 3,225.00  | 0.00 |                           |
| 22.02    | Plumbing Rough-In        | 47,422.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 47,422.00 | 0.00 |                           |
| 22.03    | Plumbing Fixtures        | 47,421.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 47,421.00 | 0.00 |                           |
| 23.01    | Hangers/Supports/Ducts   | 38,593.00       | 21,779.52                         | 16,813.48   | 0.00                                       | 0.00 | 0.00 | 38,593.00                                      | 0.00      | 0.00 |                           |
| 23.02    | Insulation               | 16,410.00       | 0.00                              | 16,410.00   | 0.00                                       | 0.00 | 0.00 | 16,410.00                                      | 0.00      | 0.00 |                           |
| 23.03    | Equipment                | 91,338.00       | 46,735.00                         | 8,780.36    | 0.00                                       | 0.00 | 0.00 | 55,515.36                                      | 35,822.64 | 0.00 |                           |
| 23.04    | Controls                 | 5,736.00        | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 5,736.00  | 0.00 |                           |
| 26.01    | Electrical               | 52,788.00       | 32,100.00                         | 0.00        | 0.00                                       | 0.00 | 0.00 | 32,100.00                                      | 20,688.00 | 0.00 |                           |
| 26.02    | Electrical Site Lighting | 11,731.00       | 0.00                              | 0.00        | 0.00                                       | 0.00 | 0.00 | 0.00                                           | 11,731.00 | 0.00 |                           |
| 26.03    | Raceways & Wire          | 58,654.00       | 0.00                              | 16,000.00   | 0.00                                       | 0.00 | 0.00 | 16,000.00                                      | 42,654.00 | 0.00 |                           |

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| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF<br>WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                        |                     | E<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN D OR E) | G                                                       |               | H<br>BALANCE TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|-----------------------------|-------------------------|--------------------------------------------|---------------------|------------------|----------------------------------------------------------|---------------------------------------------------------|---------------|--------------------------------------|-----------------------------------------|
|                  |                             |                         | FROM<br>PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD         |                  |                                                          | TOTAL<br>COMPLETED AND<br>STORED TO DATE<br>(D + E + F) | %<br>(G ÷ C)  |                                      |                                         |
| 26.04            | Panels & Gear               | 29,327.00               | 0.00                                       | 11,000.00           | 0.00             | 0.00                                                     | 11,000.00                                               | 37.51%        | 18,327.00                            | 0.00                                    |
| 26.05            | Terminations                | 23,461.00               | 0.00                                       | 0.00                | 0.00             | 0.00                                                     | 0.00                                                    | 0.00%         | 23,461.00                            | 0.00                                    |
| 26.06            | Fixtures & Devices          | 58,654.00               | 49,875.00                                  | 0.00                | 0.00             | 0.00                                                     | 49,875.00                                               | 85.03%        | 8,779.00                             | 0.00                                    |
| 26.07            | Generator                   | 60,115.00               | 51,000.00                                  | 0.00                | 0.00             | 0.00                                                     | 51,000.00                                               | 84.84%        | 9,115.00                             | 0.00                                    |
| 26.08            | Lightning Protection        | 17,710.00               | 6,637.00                                   | 4,547.50            | 0.00             | 0.00                                                     | 11,184.50                                               | 63.15%        | 6,525.50                             | 0.00                                    |
| 27.01            | Communications              | 19,752.00               | 0.00                                       | 0.00                | 0.00             | 0.00                                                     | 0.00                                                    | 0.00%         | 19,752.00                            | 0.00                                    |
|                  | <b>GRAND TOTAL</b>          | <b>\$1,764,000.00</b>   | <b>\$796,622.68</b>                        | <b>\$171,293.81</b> | <b>\$0.00</b>    | <b>\$0.00</b>                                            | <b>\$967,916.49</b>                                     | <b>54.87%</b> | <b>\$796,083.51</b>                  | <b>\$0.00</b>                           |

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User Notes:

(3B9ADA62)

## Conditional Waiver & Release Upon Partial Payment

Whereas, the undersigned **Construction Masters of Houston, Inc.** has performed work or furnished materials for improvement to property known as **Harris County ESD #1, EMS Station 97**, located in the city of Houston, state of Texas.

The undersigned further certifies that all labor and materials furnished by the undersigned in connection with the above named project has been paid in full and agrees to indemnify and save harmless the said Owner, **Harris County ESD #1**, against all loss, damages, cost or expense of any character whatsoever that may arise by reason of claims for labor or unpaid material used in connection with said improvements. When the check has been properly endorsed, and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto, any mechanic's lien, stop notice or bond right the undersigned has on the job.

Signed, Sealed and Delivered This 26<sup>th</sup> Day of June, 2020

**Construction Masters of Houston, Inc.**

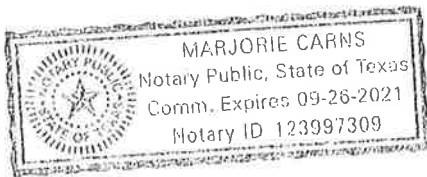
By: 

Title: **President**

State of Texas }  
County of Brazoria }

Before me, the undersigned authority, on this day appeared **Justin Davis**, a person known to me, who upon being placed under oath, stated that he read and signed the foregoing instrument for the purposes and consideration therein stated and as the act and deed of **Construction Masters of Houston, Inc.** and further stated that each statement therein is within his knowledge and is true and correct.

Sworn and subscribed to before me on the 26<sup>th</sup> day of June, 2020.



*Marjorie Carns*  
Notary Public in and for Brazoria County, Texas  
My commission expires: 9/26/21



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

**Two Riverway, 15th Floor  
Houston, TX 77056  
713-621-8090  
Federal ID 72-1396621**

*Harris County EMS District I (Audit)  
2800 Aldine Bender Road  
Houston, TX 77032*

**Please remit payment to:  
Carr, Riggs & Ingram, LLC  
Two Riverway, 15th Floor  
Houston, TX 77056**

*Invoice No. 16913215 (include on check)  
Date 05/22/2020  
Client No. 94-02081.001*

Professional services rendered as follows:

Final billing for the financial statement audit of Harris County Emergency Services District #1 as of and for the year ended December 31, 2019 (including out of pocket expenses for confirmation of bank and debt of \$88).

Final Amount Due \$ 2,288.00

We accept most major credit cards. Please complete the following information or contact our office to submit your payment over the phone.

Invoice Date: 05/22/2020 Client No: 94-02081  
Invoice Number: 16913215 Total Amount Due: \$ 2,288.00 Harris County EMS District I (Audit)

Name as it appears on card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_ Security # \_\_\_\_\_

Payment Amount: \_\_\_\_\_ Signature: \_\_\_\_\_

Carr, Riggs & Ingram, LLC reserves the right to assess finance charges on past due balances up to the maximum amount allowed under State law.



DE LAGE LANDEN PUBLIC FINANCE LLC  
P.O. BOX 41602  
PHILADELPHIA, PA 19101-1602

**REMITTANCE SECTION**

Invoice Number: 68139088  
Due Date: 06/15/2020  
Due This Period: \$36,939.53

**Amount Enclosed:** \$ \_\_\_\_\_

Please make check payable to:

DE LAGE LANDEN PUBLIC FINANCE LLC  
P.O. BOX 41602  
PHILADELPHIA, PA 19101-1602



HARRIS CO EMERGENCY SVS  
ATTN AP  
2800 ALDINE BENDER RD  
HOUSTON TX 77032-3502

21000000681390880036939531

Detach here. Please include the top payment coupon with your payment. Please allow 5-7 days for U.S. Postal Service delivery.



DE LAGE LANDEN PUBLIC FINANCE LLC  
P.O. BOX 41602  
PHILADELPHIA, PA 19101-1602

[WWW.LESSEEDIRECT.COM](http://WWW.LESSEEDIRECT.COM)

Contract Number: 803-0002145-000  
Invoice Number: 68139088  
Account Number: 234825  
Site Number: 1334834  
Invoice Date: 05/23/2020  
Period of Performance: 05/15/2020-06/14/2020  
Due This Period: \$36,939.53

**IMPORTANT MESSAGES**

\*Please review your equipment location(s) for tax purposes.

**Visit WWW.LESSEEDIRECT.COM**

- Did you know you can...
- ✓ View copies of your contract and open invoices
  - ✓ Enroll in paperless invoicing
  - ✓ Make a payment
  - ✓ Set up automated/recurring payments

See Reverse For Important Information

**INVOICE DETAILS**

| Description         | Payment Amount | Tax    | Total Amount | Applied Amount | Remaining Amount Due |
|---------------------|----------------|--------|--------------|----------------|----------------------|
| PAYMENT             | \$36,939.53    | \$0.00 | \$36,939.53  | \$0.00         | \$36,939.53          |
| Billed this Invoice | \$36,939.53    | \$0.00 | \$36,939.53  | \$0.00         | \$36,939.53          |

(Please see the following pages for details.)

# Invoice



Page 1/1  
 Invoice 02141  
 Date 5/31/2020

**Harris County Emergency Corps**  
 2800 Aldine Bender Road  
 Houston TX 77032

**Bill To:** Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

**Ship To:** Harris County ESD#1  
 2800 Aldine Bender Rd  
 Houston Texas 77032

| Purchase Order No. |         | Customer ID |                  | Salesperson ID                               |  | Payment Terms  |                | Req Ship Date  |  | Master No. |  |
|--------------------|---------|-------------|------------------|----------------------------------------------|--|----------------|----------------|----------------|--|------------|--|
|                    |         | H0001       |                  |                                              |  | Due on Receipt |                | 5/31/2020      |  | 1,727      |  |
| Ordered            | Shipped | B/O         | Item Number      | Description                                  |  | Discount       | Unit Price     | Ext. Price     |  |            |  |
| 1.00               | 1.00    | 0.00        | 911 SERVICES     | 1680 Responses x \$984.21 - IMX<br>\$388,322 |  | \$0.00         | \$1,265,150.00 | \$1,265,150.00 |  |            |  |
| 1.00               | 1.00    | 0.00        | LEASE PAYMENTS   | Lease payments to ESD1 Bldg/Eq               |  | \$0.00         | -\$45,553.00   | -\$45,553.00   |  |            |  |
| 1.00               | 1.00    | 0.00        | LEASE AMBULANCES | Lease Payments ESD1 ambulances               |  | \$0.00         | -\$7,000.00    | -\$7,000.00    |  |            |  |

|                 |                |
|-----------------|----------------|
| <b>Subtotal</b> | \$1,212,597.00 |
| Misc            | \$0.00         |
| Tax             | \$0.00         |
| Freight         | \$0.00         |
| Trade Discount  | \$0.00         |
| <b>Total</b>    | \$1,212,597.00 |



Pay Now

Auto Pay



Account

Setting up or making multiple payments does not constitute you being on an approved payment plan. Please reach out to your local FirstService Residential office for more information on payment plans.

Setting up recurring payments does not dictate you being on an approved payment plan. If a payment plan is needed, please email your request to [contactus.tx@fsresidential.com](mailto:contactus.tx@fsresidential.com). Setting up recurring payments without prior approval of a payment plan does not stop the Association from proceeding with legal action.

## Pay Now

O Interdrive E , #  
Houston, TX 77063  
(314573)

 Setup Auto Pay  Fee Chart


**Amount Due**

**\$17.09**  Edit

Last Payment

No Payments Made Previously

2800 Aldine Bender Road, #  
Houston, TX 77063  
(314572)

 Setup Auto Pay  Fee Chart

**Amount Due**

**\$5,538.79**  Edit

Last Payment

No Payments Made Previously





**FirstService**  
RESIDENTIAL

May 26, 2020

Harris County Emerge  
1620 Isom St  
Houston, TX 77039

VIA CERTIFIED AND REGULAR MAIL

Re: Interbelt North Business Center OA  
IR-432 0004 01  
Account #314572

Dear Harris County Emerge,

Interbelt North Business Center OA, the "Association", seeks to collect the amount of \$5,461.71 owing by you, details of which appear on the attachment. If your account is in collection with the Association's attorney there may be legal fees not yet posted to the current balance. The Association will allow you thirty (30) days from the date of this letter to pay this amount. Please send your payment made payable to Interbelt North Business Center OA to our office at 1330 Enclave Pkwy Suite 425, Houston, Texas 77077.

Should you fail to pay the full amount due within thirty (30) days, the Association intends to suspend your right to use the common facilities and forward your file to the Association's attorney without further notice. All reasonable attorney's fees and costs of collection will be charged back to your account and will become your obligation to pay.

If you are not able to pay the full balance at this time, you may make installment payments under a written payment plan. The Association Payment Plan Policy explains the procedures and options. Visit our website at <http://www.fsresidentialtx.com/communities> where you will find the Association's policy. If you prefer, please contact us and we will send you the policy and a Payment Plan Form.

**We are attempting to collect a debt on behalf of Interbelt North Business Center OA, and all information obtained will be used for that purpose. Unless within the thirty day period you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within the thirty day period you dispute the validity of the debt or any portion thereof, we will obtain a verification of the debt and will mail you a copy of such verification.**

**In addition, this communication does not imply that the Association is attempting to collect money from anyone whose debt has been discharged pursuant to (or who is under the protection of) the bankruptcy laws of the United States; in such instances, it is intended solely to enforce the deed restrictions against the property and does not constitute a personal demand for payment.**

If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of

1330 Enclave Pkwy Suite 425 | Houston, TX 77077  
Tel 713.932.1122 | Fax 888.569.1155  
[answers.tx@fsresidential.com](mailto:answers.tx@fsresidential.com)  
[www.fsresidential.com](http://www.fsresidential.com)



the United States, please send written notice of the active duty military service to Interbelt North Business Center OA, at 1330 Enclave Pkwy Suite 425, Houston, Texas 77077.

You are entitled to a hearing before the Board or designated Committee on or before the 30<sup>th</sup> day after the date the notice was mailed to you. A request for a hearing must be in writing. Address all hearing requests to Interbelt North Business Center OA, c/o 1330 Enclave Pkwy Suite 425 Houston, TX 77077. If the hearing is held before a designated committee, you will have the right to appeal that decision by written notice to the Board of Interbelt North Business Center OA. Please address all such appeal requests to Interbelt North Business Center OA, c/o 1330 Enclave Pkwy Suite 425 Houston, TX 77077.

Accounting Department  
FirstService Residential Houston

1330 Enclave Pkwy Suite 425 | Houston, TX 77077  
Tel 713.932.1122 | Fax 888.569.1155  
[answers.tx@fsresidential.com](mailto:answers.tx@fsresidential.com)  
[www.fsresidential.com](http://www.fsresidential.com)

000001 000000



# FirstService

RESIDENTIAL

Interbelt North Business Center OA  
IR-432 0004 01 - Account #314572  
2800 Aldine Bender Rd  
Harris County Emerge

|              |                   |              |
|--------------|-------------------|--------------|
| 01/01/2020   | Annual Assessment | \$, 1,000.00 |
| 04/2017/2020 | Finance Charge    | 77.08        |
| 02/28/2020   | LST NOTICE LETTER | 15.00        |
| 02/29/2020   | Finance Charge    | 77.08        |
| 03/31/2020   | Finance Charge    | 77.08        |
| 04/30/2020   | Finance Charge    | 77.08        |
|              |                   | <hr/>        |
|              |                   | \$, 461.71   |



# INVOICE

## OAK Interactive, LLC

1819 Blue Water Bay Dr.  
Katy, TX 77494  
United States

info@oakinteractive.com  
www.oakinteractive.com

Invoice #: 12642  
Invoice date: Apr 30, 2020  
Reference: Creative Services  
Due date: May 30, 2020

Amount due:  
**\$450.00**

### Bill To:

HCESD-1.org  
Melissa Morton  
2800 Aldine Bender Rd.  
Houston, TX 77032  
United States

| Description                                    | Quantity | Price        | Amount              |
|------------------------------------------------|----------|--------------|---------------------|
| Website Maintenance - 450<br>HCESD-1.org April | 1        | \$450.00     | \$450.00            |
|                                                |          | Subtotal     | \$450.00            |
|                                                |          | <b>Total</b> | <b>\$450.00 USD</b> |

### Notes

April, 2020

Kindly Remit to: OAK Interactive, LLC;  
1819 Blue Water Bay Drive, Katy, TX 77494

THANK YOU FOR YOUR BUSINESS!

### Terms and Conditions

Net 30 - Interest accrued at 2% per month, thereafter.

Make all checks payable to: OAK Interactive, LLC or pay via Credit Card with a 4% processing fee. Total due within 30 days. Interest accrues at 2% per month, thereafter.

Sales Tax applied to:

- Website Maintenance
- Website Design & Development
- Hard Cost for production items



# INVOICE

## OAK Interactive, LLC

1819 Blue Water Bay Dr.  
Katy, TX 77494  
United States

info@oakinteractive.com  
www.oakinteractive.com

Invoice #: 12659  
Invoice date: May 29, 2020  
Reference: Creative Services  
Due date: Jun 28, 2020

Amount due:  
**\$450.00**

### Bill To:

HCESD-1.org  
Melissa Morton  
2800 Aldine Bender Rd.  
Houston, TX 77032  
United States

| Description                                    | Quantity | Price        | Amount              |
|------------------------------------------------|----------|--------------|---------------------|
| Website Maintenance - 450<br>HCESD-1.org - May | 1        | \$450.00     | \$450.00            |
|                                                |          | Subtotal     | \$450.00            |
|                                                |          | <b>Total</b> | <b>\$450.00 USD</b> |

### Notes

May, 2020

Kindly Remit to: OAK Interactive, LLC;  
1819 Blue Water Bay Drive, Katy, TX 77494

THANK YOU FOR YOUR BUSINESS!

### Terms and Conditions

Net 30 - Interest accrued at 2% per month, thereafter.

Make all checks payable to: OAK Interactive, LLC or pay via Credit Card with a 4% processing fee. Total due within 30 days. Interest accrues at 2% per month, thereafter.

#### Sales Tax applied to:

- Website Maintenance
- Website Design & Development
- Hard Cost for production items

---

**RBAP**

---

**RADCLIFFE  
BOBBITT  
ADAMS  
POLLEY**

America Tower  
2929 Allen Parkway, Suite 3450  
Houston, Texas 77019  
(713) 237-1221  
www.rbaplaw.com

Harris County ESD No. 1  
c/o The Morton Accounting Services  
1125 Cypress Station Drive, Building H-4  
Houston, Texas 77090

June 15, 2020

Client No.: 1850.0000  
Invoice No.: 210067

**Attention:**

**RE:** Elections

| <b>DATE</b> | <b>DESCRIPTION</b>                                                                                                                           | <b>HOURS</b> | <b>AMOUNT</b> |     |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|-----|
| Mar-10-20   | Update Elections Information Sheet.                                                                                                          | 0.25         | 47.50         | RRR |
| May-01-20   | Office conference with M. Smith regarding May Board meeting date.                                                                            | 0.25         | 37.50         | RRR |
| May-06-20   | Further revise new Commissioner forms and May supplemental agenda; office conference with R. Adams regarding same.                           | 0.50         | 75.00         | RRR |
| May-11-20   | Further revise 5/27 supplemental agenda; office conference with R. Adams and L. Greenwood regarding same.                                    | 0.75         | 112.50        | RRR |
| May-19-20   | Review and revise 5/27 supplemental agenda.                                                                                                  | 0.25         | 68.75         | RDA |
|             | Office conference with R. Adams regarding 5/27 supplemental agenda; correspond with J. Hyde regarding 5/27 meeting information.              | 0.75         | 112.50        | RRR |
| May-20-20   | Further revise Oaths of Office, Statement of Elected Officer and Confidentiality Memorandum; office conference with R. Adams regarding same. | 0.50         | 75.00         | RRR |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |            |     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-----|
|           | Correspond with J. Hyde regarding 5/27 supplemental agenda.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.25 | 37.50      | RRR |
| May-25-20 | Office conference with R. Adams regarding handling of Commissioners' execution of oaths of office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.25 | 37.50      | RRR |
| May-26-20 | Office conference with C. Toscano regarding transmitting elected Commissioners' documentation in preparation for 5/27 Board meeting; further revise transmittal letter to J. Hyde regarding same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.50 | 75.00      | RRR |
|           | Prepare new Commissioner documents for execution; prepare transmission of same to J. Hyde.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.75 | 41.25      | CLT |
| May-27-20 | Prepare for and attend via teleconference the 5/27 Board meeting; office conference with R. Rodriguez regarding same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.50 | 137.50     | RDA |
|           | Office conference with R. Adams regarding confirmation of receipt of executed Commissioner forms from 5/27 Board meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.25 | 37.50      | RRR |
| Jun-15-20 | General legislative and procedural preparation for the 2020/2021 election cycle; preparation of various form election documents, including notices and supplemental agendas and associated items and orders and resolutions and translations for same; staff office conferences regarding deadlines and calendars for May 2020 elections; various communications and meetings with Harris County in preparation for May 2020 elections; provide required notices regarding May elections to Harris County Clerk; handle preparation of forms necessary for cancellation of May 2020 elections (notices/orders) and related translations; office conference with staff regarding same. |      | 1,109.92   | RDA |
|           | Totals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 5.75 | \$2,004.92 |     |

**DISBURSEMENTS**



Invoice #: 210067

June 15, 2020

|           |                                         |                          |
|-----------|-----------------------------------------|--------------------------|
|           | Photocopies - Black & White             | 6.30                     |
|           | Postage                                 | 2.60                     |
| May-29-20 | Miscellaneous election related expenses | 91.14                    |
|           | Totals                                  | <u>\$100.04</u>          |
|           | <b>Total Fee &amp; Disbursements</b>    | <u><b>\$2,104.96</b></u> |
|           | <b>Balance Now Due</b>                  | <u><b>\$2,104.96</b></u> |







**INVOICE FOR PROFESSIONAL SERVICES  
19005 - 16 INV**

May 29, 2020

Amos Byington  
Harris County ESD No. 1  
2800 Aldine Bender Road Suite A  
Houston, TX 77032

RE: Harris County ESD No. 1 EMS Station No. 97

**For Professional Services through 50% Construction Administration**  
Estimated Fee - \$100,800.00

| Phase                       | % of Fee | Total Fee by Phase   | % Comp | Fee Earned          | Less Prev. Invoiced | Due This Invoice   |
|-----------------------------|----------|----------------------|--------|---------------------|---------------------|--------------------|
| Programming                 | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Schematic Design            | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Design Development          | 10       | \$ 10,080.00         | 100%   | \$ 10,080.00        | \$ 10,080.00        | \$ -               |
| Construction Documents      | 30       | \$ 30,240.00         | 100%   | \$ 30,240.00        | \$ 30,240.00        | \$ -               |
| Bidding                     | 5        | \$ 5,040.00          | 100%   | \$ 5,040.00         | \$ 5,040.00         | \$ -               |
| Construction Administration | 40       | \$ 40,320.00         | 50%    | \$ 20,160.00        | \$ 14,112.00        | \$ 6,048.00        |
| <b>Total</b>                |          | <b>\$ 100,800.00</b> |        | <b>\$ 80,640.00</b> | <b>\$ 74,592.00</b> | <b>\$ 6,048.00</b> |

**Reimbursable Expenses(Not included in above amount)**

|                     |   |    |   |  |    |                 |
|---------------------|---|----|---|--|----|-----------------|
| In-House Printing - |   |    |   |  |    |                 |
| 8 1/2 x 11 -        | = | \$ | - |  |    |                 |
| 11x17 -             | = | \$ | - |  |    |                 |
| Thomas Printworks   | = | \$ | - |  |    |                 |
|                     | = | \$ | - |  |    |                 |
|                     | = | \$ | - |  |    |                 |
|                     | = | \$ | - |  |    |                 |
|                     | = | \$ | - |  |    |                 |
| Subtotal            | = |    |   |  | \$ | -               |
| <b>Amount Due</b>   | = |    |   |  | \$ | <b>6,048.00</b> |

**(We appreciate your business!)**

**\*\* Reimbursable Expenses are limited to \$2,500.00 excluding Permit Fees\*\***

**Current reimbursable owed: \$0.00**  
**Total Previously Invoiced \$356.60**  
**Total reimbursable: 1,708.83**  
**Remaining reimbursable balance: \$791.17**

**Current Permit fees owed: \$0.00**  
**Previous permit reimbursed: \$2,581.00**  
**Total Permit Fees: \$2,581.00**

# Invoice



|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 5/31/2020 | 2066      |

|                                                                    |
|--------------------------------------------------------------------|
| Bill To                                                            |
| Harris County ESD #1<br>2800 Aldine Bender Rd<br>Houston, TX 77032 |

|        |           |
|--------|-----------|
| Terms  | Due Date  |
| Net 30 | 6/30/2020 |

| Served    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Hours   | Rate     | Amount   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------|
| 5/31/2020 | May Financial Statements                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         | 2,750.00 | 2,750.00 |
| 5/31/2020 | Special reporting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.5     | 140.00   | 70.00    |
| 5/31/2020 | Additional Hours (Fixed asset management, construction invoice review, construction reporting, review loan documents, meeting with bankers to set up new account, loan document review for Debt Fund requirements, meeting with arbitrage team and gathering information, working with bank to get signature cards and ACH set up, meeting with board members to set up member bank access and ACH access for Chase, meeting with board member to set up wire access online and for loan payoff, etc) | 19.6215 | 140.00   | 2,747.01 |
| 5/31/2020 | Postage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 43      | 38.45    | 38.45    |
| 5/31/2020 | Copies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         | 0.29     | 12.47    |

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

|                         |            |
|-------------------------|------------|
| <b>Total</b>            | \$5,617.93 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$5,617.93 |



## Harris County Emergency Corps

2800 Aldine Bender Rd., Houston, TX 77032

(281) 449-3131 Phone ★ (281) 227-3335 Fax

---

ESD Meeting 06/30/20

### Remount of Frazer Ambulances

ESD #1 purchased three Dodge Chassis in early 2020 for the purpose of remounting 3 ambulances. HCEC identified the 3 ambulances that have the highest wear in our system to be remounted and refurbished.

Unit 1206 refurbished quote 1767 \$77,475  
Unit 1207 refurbished quote 1768 \$77,475  
Unit 1208 refurbished quote 1769 \$75,275

Total: \$230,225

**APPROVED**

Document approved by Harris County ESD-1

Board of Commissioners

By a Majority Vote

by \_\_\_\_\_ 6/30/20 \_\_\_\_\_ (Date)

\_\_\_\_\_  
President of ESD-1

\_\_\_\_\_  
Secretary of ESD-1

*Professional service. Progressive medicine. Preserving lives.*



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# Customer Quote

Order No.: Q1767-0001  
 Quote Date: 5/21/2020  
 Expiration Date: 8/19/2020  
 Salesperson: Wesley Pate

**Invoice To:**

Bryan Whitfill  
 Harris County Emergency Corps  
 Harris County ESD #1  
 2800 Aldine Bender Road, Ste. A  
 Houston TX 77032

**Attention:**

Director Of Infrastructure  
 Willie Sanders  
 tsanders@hcec.com

wpate@frazerbilt.com

| No. | Item                                      | Quantity | U/M |    | Unit Price |    | Net Amount |
|-----|-------------------------------------------|----------|-----|----|------------|----|------------|
| 1   | MODULE<br>Type I 12' Remount<br>E-2303    | 1.000    | EA  | \$ | 77,475.00  | \$ | 77,475.00  |
| 2   | CHASSIS<br>2020 RAM 3500 Diesel CP        | 1.000    | EA  | \$ | 0.00       | \$ | 0.00       |
| 3   | DELIVERY<br>Customer Pick Up - FOB Frazer | 1.000    | M   | \$ | 0.00       | \$ | 0.00       |

**Remit To:**

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

Sale Amount: 77,475.00  
 Sales Tax: 0.00  
 Total Amount: 77,475.00

Payment Terms: Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.  
 Graphics pricing includes two hours' design time in the base price.  
 More extensive graphics or multiple changes will be billed at \$100/hr.

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,  
 P: 713-772-5511 www.frazerbilt.com  
 Frazer Proprietary and Confidential





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For your convenience, all module pricing has been itemized below per quote Q1767-0001 for Harris County  
Emergency Corps :

|                     |           |                  |
|---------------------|-----------|------------------|
| Base Module         | \$        | 21,900.00        |
| Chassis Exterior    | \$        | 17,600.00        |
| Module Exterior     | \$        | 29,175.00        |
| Chassis Interior    | \$        | 1,750.00         |
| Module Interior     | \$        | 7,050.00         |
| <b>Module Total</b> | <b>\$</b> | <b>77,475.00</b> |

**Items included in above totals:**

- |                                |    |      |
|--------------------------------|----|------|
| 1. Make Old Chassis Road Ready | \$ | incl |
| 2. Type I 12' Module           | \$ | incl |

**Chassis Exterior:**

- |                                                                                      |    |           |
|--------------------------------------------------------------------------------------|----|-----------|
| 3. Customer Provided Chassis processing fee                                          | \$ | 500.00    |
| 4. Heat Shielding for Diesel Chassis                                                 | \$ | 1,575.00  |
| 5. Chassis : 2020 RAM 3500, Diesel, 4x2, Regular, 84" Cab to Axle, Dodge Black (PW8) | \$ | incl      |
| 6. Suspension: LiquidSpring                                                          | \$ | 11,550.00 |
| 7. Wheel type: Stainless steel covers                                                | \$ | incl      |
| 8. Chassis Steps: Nerf Bars - Chrome                                                 | \$ | 475.00    |
| 9. Grille Guard: Ranch Hand Full Replacement Bumper                                  | \$ | 1,375.00  |
| 10. 10" and 12" Air Horns                                                            | \$ | 1,125.00  |
| 11. Compressor Type: Standard                                                        | \$ | 650.00    |
| 12. Switching Options: Momentary                                                     | \$ | 75.00     |
| 13. Window Tint on Chassis Doors                                                     | \$ | 275.00    |
| 14. Passenger's side Grille Light: Whelen M4 Blue Light                              | \$ | incl      |
| 15. Driver's side Grille Light: Whelen M4 Blue Light                                 | \$ | incl      |
| 16. Passenger's side Intersect Light: Whelen M4 Clear Light                          | \$ | incl      |
| 17. Driver's side Intersect Light: Whelen M4 Clear Light                             | \$ | incl      |

**Chassis Exterior Subtotal \$ 17,600.00**

**Module Exterior:**

- |                            |    |           |
|----------------------------|----|-----------|
| 18. New Power Source: MEPS | \$ | 15,000.00 |
| 19. New Corner Trim        | \$ | incl      |
| 20. New Corner Caps        | \$ | incl      |



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|                                                                                                                                                                                                                                             |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 21. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and Frazer White (Frazer White)                                                                                                                                                | \$ 18,375.00        |
| 22. Remove Conspicuity on Rear Wall                                                                                                                                                                                                         | \$ 650.00           |
| 23. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Black - Translucent Overlay alternating with Silver - Non-reflective Overlay                                                                                           | \$ 1,575.00         |
| 24. UNOC #1606 - MEPS components are already installed in the module, and CP chassis already has MEPS generator installed under the hood:<br>- Reconnect system<br>- Convert existing generator compartment to storage<br>(Ref: UNOC #1268) | \$ -13,400.00       |
| 25. UNOC #1289 - Reconnect (2) Push button style door lock switches, one on top another, on passenger's side wheel well cladding - top button UNLOCKS and bottom button LOCKS                                                               | \$ 250.00           |
| 26. UNOC #793 - Furnish and install covers for existing shore power receptacle - 30A, Kussmaul, Auto Eject, Black                                                                                                                           | \$ 200.00           |
| 27. New O2 Rollers for an M Cylinder                                                                                                                                                                                                        | \$ 600.00           |
| 28. Compartment Light in the Electrical Compartment                                                                                                                                                                                         | \$ 275.00           |
| 29. All Cladding/Treadbrite: New                                                                                                                                                                                                            | \$ 950.00           |
| 30. UNOC #1605 - Convert O2 compartment from liquid O2 to standard laydown O2 with rollers and ratchet straps for M bottle; plate over Ford vents                                                                                           | \$ 550.00           |
| 31. Module Window Option: Sliding Window                                                                                                                                                                                                    | \$ incl             |
| 32. Lower BTTs: 2 Grote Lights on each side                                                                                                                                                                                                 | \$ incl             |
| 33. New Rear Bumper                                                                                                                                                                                                                         | \$ 750.00           |
| 34. New Door Grabbers                                                                                                                                                                                                                       | \$ incl             |
| 35. New Cast License Plate Light                                                                                                                                                                                                            | \$ incl             |
| 36. Replace Gas Hold-Open at Side Entry                                                                                                                                                                                                     | \$ incl             |
| 37. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)                                                                                                                                                                        | \$ 1,900.00         |
| 38. UNOC #827 - Furnish and install (3) venting fans for equipment - (2) fans in the electrical and (1) fan in the radio compartment; wired Failsafe hot                                                                                    | \$ 1,500.00         |
| <b>Module Exterior Subtotal</b>                                                                                                                                                                                                             | <b>\$ 29,175.00</b> |

**Chassis Interior:**

|                                                             |           |
|-------------------------------------------------------------|-----------|
| 39. Siren Speakers: Whelen SA 315 Speakers                  | \$ incl   |
| 40. Tap-2 on Primary Siren                                  | \$ incl   |
| 41. Siren Option: Whelen C9 Siren in Electrical Compartment | \$ 225.00 |
| 42. Mic 1 shipped loose                                     | \$ incl   |



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|                                                                                                                                                                              |           |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|
| 43. Slot 1: Extended MDT plate - no swivel, no fuel gauge                                                                                                                    | \$        | 75.00           |
| 44. Slot 2: Single Slot Switch Panel                                                                                                                                         | \$        | incl            |
| 45. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims                                                                                                                          | \$        | incl            |
| 46. Slot 4: Radio Plate: 7.06 L X 2 W opening dims                                                                                                                           | \$        | incl            |
| 47. Console Switch Layout : Primary - Secondary - Air Horn - Siren 1 - Side Scene<br>(Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank - | \$        | incl            |
| 48. New Armrest                                                                                                                                                              | \$        | 225.00          |
| 49. Console Layout: 4-Slot Console                                                                                                                                           | \$        | incl            |
| 50. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder                                                                                                          | \$        | 175.00          |
| 51. Rear of Console: Single Mapholder                                                                                                                                        | \$        | 225.00          |
| 52. Chassis Rear Wall: 2 High Glove Box Holder                                                                                                                               | \$        | 175.00          |
| 53. Camera System: Existing Voyager Monitor with Backup Camera                                                                                                               | \$        | 650.00          |
| <b>Chassis Interior Subtotal</b>                                                                                                                                             | <b>\$</b> | <b>1,750.00</b> |

**Module Interior:**

|                                                                                                                                                  |    |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 54. New Blue Interior Trim                                                                                                                       | \$ | 375.00   |
| 55. New Front I/O with Lexan Doors                                                                                                               | \$ | 1,575.00 |
| 56. UNOC #1608 - Remove and reinstall stand-up type D cylinder holders on side of new<br>front I/O cabinet (refer to check-in pics for location) | \$ | 50.00    |
| 57. New Action Wall with SSCOR Suction                                                                                                           | \$ | 1,175.00 |
| 58. Location 1: 4 Switch w/Existing Thermostat                                                                                                   | \$ | incl     |
| 59. Location 2: Existing Single O2 Outlet                                                                                                        | \$ | incl     |
| 60. Location 3: Blank                                                                                                                            | \$ | incl     |
| 61. Location 4: Volume Control Knob                                                                                                              | \$ | incl     |
| 62. Location 6: Suction                                                                                                                          | \$ | incl     |
| 63. Location 7: Quad 120 VAC                                                                                                                     | \$ | incl     |
| 64. Location 8: None                                                                                                                             | \$ | incl     |
| 65. Location 9: Blank                                                                                                                            | \$ | incl     |
| 66. Action Wall Switch Layout : Interior Lights; Front Interior Light; Blank; Blank;                                                             | \$ | incl     |
| 67. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear<br>Load;                                                     | \$ | incl     |
| 68. UNOC # 1602 - Retrofit A/C system with UV plenum, bulb and ballast                                                                           | \$ | 1,300.00 |
| 69. UNOC #1609 - Remove and reinstall restraints on aft end of new action wall (refer to<br>check-in pics for location)                          | \$ | 50.00    |



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|                                                                                   |    |                    |
|-----------------------------------------------------------------------------------|----|--------------------|
| 70. Frazer cushions at the Squad Bench                                            | \$ | incl               |
| 71. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | \$ | 2,100.00           |
| 72. UNOC #1610 - Furnish and install new laydown O2 cabinet (not a CPQ option)    | \$ | 425.00             |
| <b>Module Interior Subtotal</b>                                                   |    | <b>\$ 7,050.00</b> |

**All Frazer Remounts come standard with the following features:**

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



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# Customer Quote

**Order No.:** Q1768-0001  
**Quote Date:** 5/21/2020  
**Expiration Date:** 8/19/2020  
**Salesperson:** Wesley Pate

**Invoice To:**

Bryan Whitfill  
 Harris County Emergency Corps  
 Harris County ESD #1  
 2800 Aldine Bender Road, Ste. A  
 Houston TX 77032

**Attention:**

Director Of Infrastructure  
 Willie Sanders  
 tsanders@hcec.com

wpate@frazerbilt.com

| No. | Item                                      | Quantity | U/M |    | Unit Price |    | Net Amount |
|-----|-------------------------------------------|----------|-----|----|------------|----|------------|
| 1   | MODULE<br>Type I 12' Remount<br>E-2304    | 1.000    | EA  | \$ | 77,475.00  | \$ | 77,475.00  |
| 2   | CHASSIS<br>2020 RAM 3500 Diesel CP        | 1.000    | EA  | \$ | 0.00       | \$ | 0.00       |
| 3   | DELIVERY<br>Customer Pick Up - FOB Frazer | 1.000    | M   | \$ | 0.00       | \$ | 0.00       |

**Remit To:**

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

**Sale Amount:** 77,475.00  
**Sales Tax:** 0.00  
**Total Amount:** 77,475.00

**Payment Terms:** Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.  
 Graphics pricing includes two hours' design time in the base price.  
 More extensive graphics or multiple changes will be billed at \$100/hr.

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,  
 P: 713-772-5511 www.frazerbilt.com  
 Frazer Proprietary and Confidential



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For your convenience, all module pricing has been itemized below per quote Q1768-0001 for Harris County  
Emergency Corps :

|                     |           |                  |
|---------------------|-----------|------------------|
| Base Module         | \$        | 21,900.00        |
| Chassis Exterior    | \$        | 17,600.00        |
| Module Exterior     | \$        | 29,175.00        |
| Chassis Interior    | \$        | 1,750.00         |
| Module Interior     | \$        | 7,050.00         |
| <b>Module Total</b> | <b>\$</b> | <b>77,475.00</b> |

**Items included in above totals:**

- |                                |    |      |
|--------------------------------|----|------|
| 1. Make Old Chassis Road Ready | \$ | incl |
| 2. Type I 12' Module           | \$ | incl |

**Chassis Exterior:**

- |                                                                                      |    |           |
|--------------------------------------------------------------------------------------|----|-----------|
| 3. Customer Provided Chassis processing fee                                          | \$ | 500.00    |
| 4. Heat Shielding for Diesel Chassis                                                 | \$ | 1,575.00  |
| 5. Chassis : 2020 RAM 3500, Diesel, 4x2, Regular, 84" Cab to Axle, Dodge Black (PW8) | \$ | incl      |
| 6. Suspension: LiquidSpring                                                          | \$ | 11,550.00 |
| 7. Wheel type: Stainless steel covers                                                | \$ | incl      |
| 8. Chassis Steps: Nerf Bars - Chrome                                                 | \$ | 475.00    |
| 9. Grille Guard: Ranch Hand Full Replacement Bumper                                  | \$ | 1,375.00  |
| 10. 10" and 12" Air Horns                                                            | \$ | 1,125.00  |
| 11. Compressor Type: Standard                                                        | \$ | 650.00    |
| 12. Switching Options: Momentary                                                     | \$ | 75.00     |
| 13. Window Tint on Chassis Doors                                                     | \$ | 275.00    |
| 14. Passenger's side Grille Light: Whelen M4 Blue Light                              | \$ | incl      |
| 15. Driver's side Grille Light: Whelen M4 Blue Light                                 | \$ | incl      |
| 16. Passenger's side Intersect Light: Whelen M4 Clear Light                          | \$ | incl      |
| 17. Driver's side Intersect Light: Whelen M4 Clear Light                             | \$ | incl      |

**Chassis Exterior Subtotal \$ 17,600.00**

**Module Exterior:**

- |                            |    |           |
|----------------------------|----|-----------|
| 18. New Power Source: MEPS | \$ | 15,000.00 |
| 19. New Corner Trim        | \$ | incl      |
| 20. New Corner Caps        | \$ | incl      |



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|                                                                                                                                                                                                                                             |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 21. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and Frazer White (Frazer White)                                                                                                                                                | \$ 18,375.00        |
| 22. Remove Conspicuity on Rear Wall                                                                                                                                                                                                         | \$ 650.00           |
| 23. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Black - Translucent Overlay alternating with Silver - Non-reflective Overlay                                                                                           | \$ 1,575.00         |
| 24. UNOC #1606 - MEPS components are already installed in the module, and CP chassis already has MEPS generator installed under the hood:<br>- Reconnect system<br>- Convert existing generator compartment to storage<br>(Ref: UNOC #1268) | \$ -13,400.00       |
| 25. UNOC #1289 - Reconnect (2) Push button style door lock switches, one on top another, on passenger's side wheel well cladding - top button UNLOCKS and bottom button LOCKS                                                               | \$ 250.00           |
| 26. UNOC #793 - Furnish and install covers for existing shore power receptacle - 30A, Kussmaul, Auto Eject, Black                                                                                                                           | \$ 200.00           |
| 27. New O2 Rollers for an M Cylinder                                                                                                                                                                                                        | \$ 600.00           |
| 28. Compartment Light in the Electrical Compartment                                                                                                                                                                                         | \$ 275.00           |
| 29. All Cladding/Treadbrite: New                                                                                                                                                                                                            | \$ 950.00           |
| 30. UNOC #1605 - Convert O2 compartment from liquid O2 to standard laydown O2 with rollers and ratchet straps for M bottle; plate over Ford vents                                                                                           | \$ 550.00           |
| 31. Module Window Option: Sliding Window                                                                                                                                                                                                    | \$ incl             |
| 32. Lower BTTs: 2 Grote Lights on each side                                                                                                                                                                                                 | \$ incl             |
| 33. New Rear Bumper                                                                                                                                                                                                                         | \$ 750.00           |
| 34. New Door Grabbers                                                                                                                                                                                                                       | \$ incl             |
| 35. New Cast License Plate Light                                                                                                                                                                                                            | \$ incl             |
| 36. Replace Gas Hold-Open at Side Entry                                                                                                                                                                                                     | \$ incl             |
| 37. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)                                                                                                                                                                        | \$ 1,900.00         |
| 38. UNOC #827 - Furnish and install (3) venting fans for equipment - (2) fans in the electrical and (1) fan in the radio compartment; wired Failsafe hot                                                                                    | \$ 1,500.00         |
| <b>Module Exterior Subtotal</b>                                                                                                                                                                                                             | <b>\$ 29,175.00</b> |

**Chassis Interior:**

|                                                             |           |
|-------------------------------------------------------------|-----------|
| 39. Siren Speakers: Whelen SA 315 Speakers                  | \$ incl   |
| 40. Tap-2 on Primary Siren                                  | \$ incl   |
| 41. Siren Option: Whelen C9 Siren in Electrical Compartment | \$ 225.00 |
| 42. Mic 1 shipped loose                                     | \$ incl   |



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|                                                                                                                                                                              |           |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|
| 43. Slot 1: Extended MDT plate - no swivel, no fuel gauge                                                                                                                    | \$        | 75.00           |
| 44. Slot 2: Single Slot Switch Panel                                                                                                                                         | \$        | incl            |
| 45. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims                                                                                                                          | \$        | incl            |
| 46. Slot 4: Radio Plate: 7.06 L X 2 W opening dims                                                                                                                           | \$        | incl            |
| 47. Console Switch Layout : Primary - Secondary - Air Horn - Siren 1 - Side Scene<br>(Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank - | \$        | incl            |
| 48. New Armrest                                                                                                                                                              | \$        | 225.00          |
| 49. Console Layout: 4-Slot Console                                                                                                                                           | \$        | incl            |
| 50. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder                                                                                                          | \$        | 175.00          |
| 51. Rear of Console: Single Mapholder                                                                                                                                        | \$        | 225.00          |
| 52. Chassis Rear Wall: 2 High Glove Box Holder                                                                                                                               | \$        | 175.00          |
| 53. Camera System: Existing Voyager Monitor with Backup Camera                                                                                                               | \$        | 650.00          |
| <b>Chassis Interior Subtotal</b>                                                                                                                                             | <b>\$</b> | <b>1,750.00</b> |

**Module Interior:**

|                                                                                                                                                  |    |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|
| 54. New Blue Interior Trim                                                                                                                       | \$ | 375.00   |
| 55. New Front I/O with Lexan Doors                                                                                                               | \$ | 1,575.00 |
| 56. UNOC #1608 - Remove and reinstall stand-up type D cylinder holders on side of new<br>front I/O cabinet (refer to check-in pics for location) | \$ | 50.00    |
| 57. New Action Wall with SSCOR Suction                                                                                                           | \$ | 1,175.00 |
| 58. Location 1: 4 Switch w/Existing Thermostat                                                                                                   | \$ | incl     |
| 59. Location 2: Existing Single O2 Outlet                                                                                                        | \$ | incl     |
| 60. Location 3: Blank                                                                                                                            | \$ | incl     |
| 61. Location 4: Volume Control Knob                                                                                                              | \$ | incl     |
| 62. Location 6: Suction                                                                                                                          | \$ | incl     |
| 63. Location 7: Quad 120 VAC                                                                                                                     | \$ | incl     |
| 64. Location 8: None                                                                                                                             | \$ | incl     |
| 65. Location 9: Blank                                                                                                                            | \$ | incl     |
| 66. Action Wall Switch Layout : Interior Lights; Front Interior Light; Blank; Blank;                                                             | \$ | incl     |
| 67. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear<br>Load;                                                     | \$ | incl     |
| 68. UNOC # 1602 - Retrofit A/C system with UV plenum, bulb and ballast                                                                           | \$ | 1,300.00 |
| 69. UNOC #1609 - Remove and reinstall restraints on aft end of new action wall (refer to<br>check-in pics for location)                          | \$ | 50.00    |





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|                                                                                   |    |                    |
|-----------------------------------------------------------------------------------|----|--------------------|
| 70. Frazer cushions at the Squad Bench                                            | \$ | incl               |
| 71. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | \$ | 2,100.00           |
| 72. UNOC #1610 - Furnish and install new laydown O2 cabinet (not a CPQ option)    | \$ | 425.00             |
| <b>Module Interior Subtotal</b>                                                   |    | <b>\$ 7,050.00</b> |

**All Frazer Remounts come standard with the following features:**

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



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# Customer Quote

Order No.: Q1769-0001  
 Quote Date: 5/21/2020  
 Expiration Date: 8/19/2020  
 Salesperson: Wesley Pate

**Invoice To:**

Bryan Whitfill  
 Harris County Emergency Corps  
 Harris County ESD #1  
 2800 Aldine Bender Road, Ste. A  
 Houston TX 77032

**Attention:**

Director Of Infrastructure  
 Willie Sanders  
 tsanders@hcec.com

wpate@frazerbilt.com

| No. | Item                                      | Quantity | U/M |    | Unit Price |    | Net Amount |
|-----|-------------------------------------------|----------|-----|----|------------|----|------------|
| 1   | MODULE<br>Type I 12' Remount<br>E-2571    | 1.000    | EA  | \$ | 75,275.00  | \$ | 75,275.00  |
| 2   | CHASSIS<br>2020 RAM 3500 Diesel CP        | 1.000    | EA  | \$ | 0.00       | \$ | 0.00       |
| 3   | DELIVERY<br>Customer Pick Up - FOB Frazer | 1.000    | M   | \$ | 0.00       | \$ | 0.00       |

**Remit To:**

Frazer, Ltd.  
 7219 Rampart Street  
 Houston TX 77081

Sale Amount: 75,275.00  
 Sales Tax: 0.00  
 Total Amount: 75,275.00

Payment Terms: Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.  
 Graphics pricing includes two hours' design time in the base price.  
 More extensive graphics or multiple changes will be billed at \$100/hr.

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,  
 P: 713-772-5511 www.frazerbilt.com  
 Frazer Proprietary and Confidential



Defining the future of Mobile Healthcare.™

For your convenience, all module pricing has been itemized below per quote Q1769-0001 for Harris County  
Emergency Corps :

|                     |                     |
|---------------------|---------------------|
| Base Module         | \$ 21,900.00        |
| Chassis Exterior    | \$ 17,600.00        |
| Module Exterior     | \$ 28,325.00        |
| Chassis Interior    | \$ 1,750.00         |
| Module Interior     | \$ 5,700.00         |
| <b>Module Total</b> | <b>\$ 75,275.00</b> |

**Items included in above totals:**

- |                                |    |      |
|--------------------------------|----|------|
| 1. Make Old Chassis Road Ready | \$ | incl |
| 2. Type I 12' Module           | \$ | incl |

**Chassis Exterior:**

- |                                                                                      |    |           |
|--------------------------------------------------------------------------------------|----|-----------|
| 3. Customer Provided Chassis processing fee                                          | \$ | 500.00    |
| 4. Heat Shielding for Diesel Chassis                                                 | \$ | 1,575.00  |
| 5. Chassis : 2020 RAM 3500, Diesel, 4x2, Regular, 84" Cab to Axle, Dodge Black (PW8) | \$ | incl      |
| 6. Suspension: LiquidSpring                                                          | \$ | 11,550.00 |
| 7. Wheel type: Stainless steel covers                                                | \$ | incl      |
| 8. Chassis Steps: Nerf Bars - Chrome                                                 | \$ | 475.00    |
| 9. Grille Guard: Ranch Hand Full Replacement Bumper                                  | \$ | 1,375.00  |
| 10. 10" and 12" Air Horns                                                            | \$ | 1,125.00  |
| 11. Compressor Type: Standard                                                        | \$ | 650.00    |
| 12. Switching Options: Momentary                                                     | \$ | 75.00     |
| 13. Window Tint on Chassis Doors                                                     | \$ | 275.00    |
| 14. Passenger's side Grille Light: Whelen M4 Blue Light                              | \$ | incl      |
| 15. Driver's side Grille Light: Whelen M4 Blue Light                                 | \$ | incl      |
| 16. Passenger's side Intersect Light: Whelen M4 Clear Light                          | \$ | incl      |
| 17. Driver's side Intersect Light: Whelen M4 Clear Light                             | \$ | incl      |

**Chassis Exterior Subtotal \$ 17,600.00**

**Module Exterior:**

- |                            |    |           |
|----------------------------|----|-----------|
| 18. New Power Source: MEPS | \$ | 15,000.00 |
| 19. New Corner Trim        | \$ | incl      |
| 20. New Corner Caps        | \$ | incl      |



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|                                                                                                                                                                                                                                      |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 21. Module Paint Layout: Two Tone - Frazer Black (FLNA 4123) and Frazer White (Frazer White)                                                                                                                                         | \$ 18,375.00  |
| 22. Remove Conspicuity on Rear Wall                                                                                                                                                                                                  | \$ 650.00     |
| 23. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Black - Translucent Overlay alternating with Silver - Non-reflective Overlay                                                                                    | \$ 1,575.00   |
| 24. UNOC #1607 - MEPS is already installed in the module, and CP chassis already has MEPS generator installed under the hood:<br>- Reconnect system<br>- P/S rear compartment is already configured for storage<br>(Ref: UNOC #1268) | \$ -14,250.00 |
| 25. UNOC #1289 - Reconnect (2) Push button style door lock switches, one on top another, on passenger's side wheel well cladding - top button UNLOCKS and bottom button LOCKS                                                        | \$ 250.00     |
| 26. UNOC #793 - Furnish and install covers for existing shore power receptacle - 30A, Kussmaul, Auto Eject, Black                                                                                                                    | \$ 200.00     |
| 27. New O2 Rollers for an M Cylinder                                                                                                                                                                                                 | \$ 600.00     |
| 28. Compartment Light in the Electrical Compartment                                                                                                                                                                                  | \$ 275.00     |
| 29. All Cladding/Treadbrite: New                                                                                                                                                                                                     | \$ 950.00     |
| 30. UNOC #1605 - Convert O2 compartment from liquid O2 to standard laydown O2 with rollers and ratchet straps for M bottle; plate over Ford vents                                                                                    | \$ 550.00     |
| 31. UNOC #1617 - Furnish and install a new roll-up door for D/S rear storage compartment in lieu of standard door                                                                                                                    | \$ 1,000.00   |
| 32. Module Window Option: Sliding Window                                                                                                                                                                                             | \$ incl       |
| 33. Lower BTTs: 2 Grote Lights on each side                                                                                                                                                                                          | \$ incl       |
| 34. New Rear Bumper                                                                                                                                                                                                                  | \$ 750.00     |
| 35. New Door Grabbers                                                                                                                                                                                                                | \$ incl       |
| 36. New Cast License Plate Light                                                                                                                                                                                                     | \$ incl       |
| 37. Replace Gas Hold-Open at Side Entry                                                                                                                                                                                              | \$ incl       |
| 38. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)                                                                                                                                                                 | \$ 1,900.00   |
| 39. UNOC #1616 - Furnish and install (1) fan in the above wheel well compartment; wired failsafe hot (there are already 2 vent fans installed in the electrical compartment)                                                         | \$ 500.00     |

**Module Exterior Subtotal \$ 28,325.00**

**Chassis Interior:**

|                                            |         |
|--------------------------------------------|---------|
| 40. Siren Speakers: Whelen SA 315 Speakers | \$ incl |
| 41. Tap-2 on Primary Siren                 | \$ incl |



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|                                                                                                                                                                              |           |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|
| 42. Siren Option: Whelen C9 Siren in Electrical Compartment                                                                                                                  | \$        | 225.00          |
| 43. Mic 1 shipped loose                                                                                                                                                      | \$        | incl            |
| 44. Slot 1: Extended MDT plate - no swivel, no fuel gauge                                                                                                                    | \$        | 75.00           |
| 45. Slot 2: Single Slot Switch Panel                                                                                                                                         | \$        | incl            |
| 46. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims                                                                                                                          | \$        | incl            |
| 47. Slot 4: Radio Plate: 7.06 L X 2 W opening dims                                                                                                                           | \$        | incl            |
| 48. Console Switch Layout : Primary - Secondary - Air Horn - Siren 1 - Side Scene<br>(Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank - | \$        | incl            |
| 49. New Armrest                                                                                                                                                              | \$        | 225.00          |
| 50. Console Layout: 4-Slot Console                                                                                                                                           | \$        | incl            |
| 51. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder                                                                                                          | \$        | 175.00          |
| 52. Rear of Console: Single Mapholder                                                                                                                                        | \$        | 225.00          |
| 53. Chassis Rear Wall: 2 High Glove Box Holder                                                                                                                               | \$        | 175.00          |
| 54. Camera System: Existing Voyager Monitor with Backup Camera                                                                                                               | \$        | 650.00          |
| <b>Chassis Interior Subtotal</b>                                                                                                                                             | <b>\$</b> | <b>1,750.00</b> |

**Module Interior:**

|                                                                                                                         |    |          |
|-------------------------------------------------------------------------------------------------------------------------|----|----------|
| 55. New Blue Interior Trim                                                                                              | \$ | 375.00   |
| 56. New Front I/O with Lexan Doors                                                                                      | \$ | 1,575.00 |
| 57. New Action Wall with SSCOR Suction                                                                                  | \$ | 1,175.00 |
| 58. Location 1: 4 Switch w/Existing Thermostat                                                                          | \$ | incl     |
| 59. Location 2: Existing Single O2 Outlet                                                                               | \$ | incl     |
| 60. Location 3: Blank                                                                                                   | \$ | incl     |
| 61. Location 4: Volume Control Knob                                                                                     | \$ | incl     |
| 62. Location 6: Suction                                                                                                 | \$ | incl     |
| 63. Location 7: Quad 120 VAC                                                                                            | \$ | incl     |
| 64. Location 8: None                                                                                                    | \$ | incl     |
| 65. Location 9: Blank                                                                                                   | \$ | incl     |
| 66. Action Wall Switch Layout : Interior Lights; Front Interior Light; Blank; Blank;                                    | \$ | incl     |
| 67. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Existing Rear<br>Load;                            | \$ | incl     |
| 68. UNOC #1609 - Remove and reinstall restraints on aft end of new action wall (refer to<br>check-in pics for location) | \$ | 50.00    |
| 69. Frazer cushions at the Squad Bench                                                                                  | \$ | incl     |



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|                                                                                   |           |                 |
|-----------------------------------------------------------------------------------|-----------|-----------------|
| 70. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness | \$        | 2,100.00        |
| 71. UNOC #1610 - Furnish and install new laydown O2 cabinet (not a CPQ option)    | \$        | 425.00          |
| <b>Module Interior Subtotal</b>                                                   | <b>\$</b> | <b>5,700.00</b> |

**All Frazer Remounts come standard with the following features:**

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



## President's Report – HCEC

### June 2020 Meeting

- HCEC responded to 1680 911 calls this month, compared to 1508 in the previous month. Our response time is 8:45.
- HCEC is still responding well to the COVID-19 pandemic. Our call volume is at higher than normal. We are monitoring a few employees for illness.
- HCEC implemented the full time M920 after hiring enough Paramedics to make it a full-time unit. This unit was the former 12-hour M910 at Station 91.
- HCEC moved the basic level unit to Station 91.
- Crews moved into Station 92 and are very pleased with their new accommodations!
- Following the increased numbers of COVID positive patients in the county, HCEC has implemented new standards for cleaning, sanitation, and face masks for our employees.

Ambulance Failures: 9 (0 during response/patient care)  
 Fleet Accident: 2 (1901, 1602, minor)

**APPROVED**  
 Document approved by Harris County ESD-1  
 Board of Commissioners  
 By a Majority Vote  
 On 6/30/20 (Date)  
 \_\_\_\_\_  
 President of ESD-1      Secretary of ESD-1

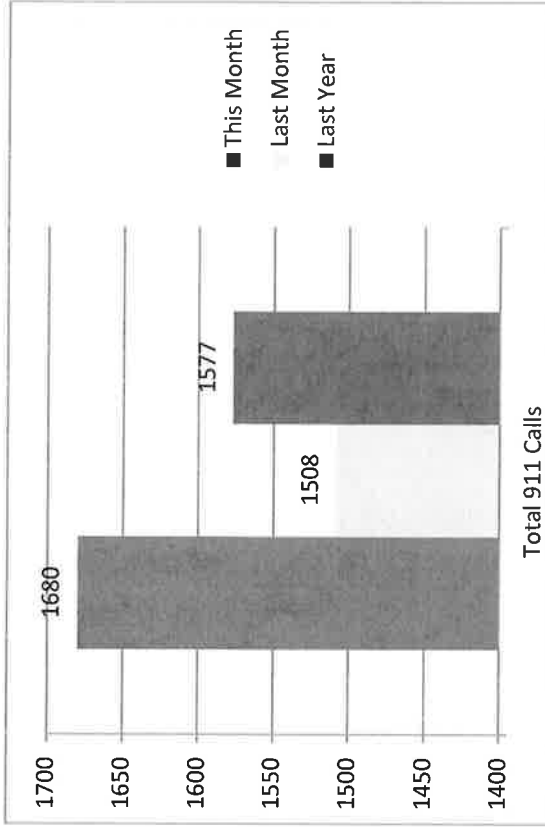
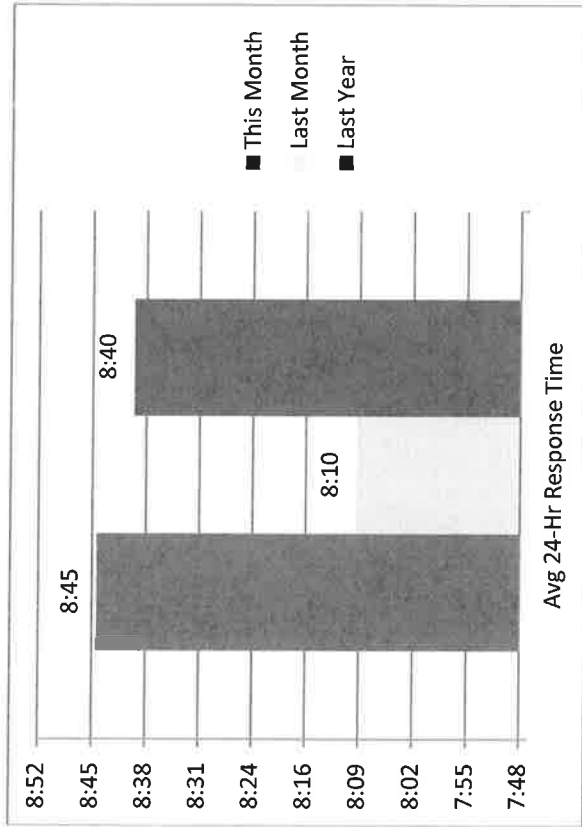
Slate Uys  
 25 mins · 👤

With all the negative news going on, referring to riots, looting, and still good ol corona virus, I just wanna express some appreciation. I recently went through a bit of a rough time, but all has been made well. That being said, I want to express appreciation for the amazing job I have and company I work for. They are without a doubt leaders in emergency medical services, leaders in treating employees right, fair, caring, sympathetic, and overall the best organization I've ever worked for. I'm quite proud to say I work for HCEC. That being said I'm also appreciative of my fellow coworkers. They are phenomenal people who are always willing to help how they can whether it's passing on wisdom or helping you out in other ways. I've been doing EMS for going on 11 years now and never encountered such a work family. I appreciate you all and honored to be a member.

You, Elise Orange and 13 others      3 Comments

Like      Comment      Send

# HCEC Activity May 2020







Division Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-20 to 05-31-20

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| RESPONSE PRIORITY SUMMARY |            |            |            |            |           |             |
|---------------------------|------------|------------|------------|------------|-----------|-------------|
| TYPE                      | Alpha      | Bravo      | Charlie    | Delta      | Echo      | Total       |
| District                  | 13         | 17         | 18         | 79         | 24        | 176         |
| Medic                     | 380        | 213        | 337        | 415        | 34        | 1680        |
| Medical Director          |            |            | 1          |            |           | 1           |
| <b>Total</b>              | <b>393</b> | <b>230</b> | <b>356</b> | <b>494</b> | <b>58</b> | <b>1857</b> |

\* All units assigned to a response that went enroute

| OUT OF THE CHUTE RESPONSE AVERAGES AND STATISTICS BY APPARATUS TYPE |                     |                     |                    |                        |                      |                       |
|---------------------------------------------------------------------|---------------------|---------------------|--------------------|------------------------|----------------------|-----------------------|
| APPARATUS TYPE                                                      | ASSIGNED TO ENROUTE | ASSIGNED TO ONSCENE | ENROUTE TO ONSCENE | HOSPITAL TO IN-SERVICE | AVERAGE ONSCENE TIME | AVERAGE INCIDENT TIME |
| District                                                            | 00:54               | 07:40               | 06:45              | 26:21                  | 00:22:29             | 30:39                 |
| Medic                                                               | 01:19               | 08:45               | 07:26              | 29:27                  | 00:17:52             | 57:33                 |

\* All units assigned to a response that went enroute in district, NO mutual aid responses

| SERVICE LEVEL STATUS CHANGES BY DAY |          |          |          |           |          |          |          |          |          |          |          |          |          |           |          |           |           |  |  |  |  |  |  |
|-------------------------------------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|-----------|-----------|--|--|--|--|--|--|
| Status Level                        | 02       | 03       | 04       | 05        | 06       | 07       | 10       | 14       | 16       | 19       | 20       | 23       | 25       | 26        | 27       | 31        | Total     |  |  |  |  |  |  |
| 2020-05 LEVEL -                     | 3        | 3        | 6        | 3         | 1        | 2        | 1        | 1        | 1        | 1        | 1        | 1        | 4        | 4         | 1        | 5         | 36        |  |  |  |  |  |  |
| LEVEL 0                             | 2        | 1        | 2        | 4         | 2        | 1        |          |          |          |          |          | 4        | 4        |           | 1        | 21        |           |  |  |  |  |  |  |
| LEVEL 1                             | 3        | 1        | 5        | 1         | 1        | 2        | 1        | 1        | 1        | 2        | 1        | 4        | 1        | 4         | 1        | 33        |           |  |  |  |  |  |  |
| <b>Totals</b>                       | <b>8</b> | <b>4</b> | <b>3</b> | <b>15</b> | <b>6</b> | <b>2</b> | <b>5</b> | <b>2</b> | <b>2</b> | <b>1</b> | <b>1</b> | <b>3</b> | <b>9</b> | <b>12</b> | <b>2</b> | <b>15</b> | <b>90</b> |  |  |  |  |  |  |

| SERVICE LEVEL STATUS CHANGES BY HOUR OF DAY |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |           |  |  |  |  |  |  |
|---------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--|--|--|--|--|--|
| Status Level                                | 00       | 01       | 02       | 03       | 10       | 11       | 12       | 13       | 14       | 15       | 17       | 18       | 19       | 21       | 22       | 23       | Total     |  |  |  |  |  |  |
| 2020-05 LEVEL -                             | 2        | 5        |          | 1        | 2        | 5        | 4        | 5        | 1        | 1        | 3        | 3        | 4        |          |          |          | 36        |  |  |  |  |  |  |
| LEVEL 0                                     | 1        | 1        | 2        | 1        | 3        | 1        | 1        | 4        | 1        | 4        | 1        | 1        | 1        |          |          |          | 21        |  |  |  |  |  |  |
| LEVEL 1                                     | 4        | 1        | 2        | 2        | 1        | 3        | 3        | 3        | 1        | 3        | 4        | 5        | 3        |          |          |          | 33        |  |  |  |  |  |  |
| <b>Totals</b>                               | <b>7</b> | <b>7</b> | <b>4</b> | <b>1</b> | <b>1</b> | <b>1</b> | <b>5</b> | <b>9</b> | <b>8</b> | <b>7</b> | <b>7</b> | <b>8</b> | <b>1</b> | <b>7</b> | <b>9</b> | <b>8</b> | <b>90</b> |  |  |  |  |  |  |

| DAILY RESPONSE TOTALS BY APPARATUS TYPE |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |       |
|-----------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------|
| 2020/05                                 | 1         | 2         | 3         | 4         | 5         | 6         | 7         | 8         | 9         | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30        | 31          | Total |
| District                                | 1         | 11        | 9         | 7         | 11        | 8         | 2         | 5         | 5         | 9         | 4         | 5         | 7         | 9         | 2         | 9         | 6         | 6         | 9         | 11        | 5         | 5         | 5         | 4         | 8         | 11        | 6         | 5         | 8         | 5         | 12          | 210   |
| Medic                                   | 39        | 77        | 53        | 50        | 67        | 70        | 53        | 53        | 38        | 57        | 47        | 54        | 60        | 54        | 52        | 54        | 57        | 48        | 53        | 59        | 44        | 59        | 55        | 51        | 54        | 67        | 58        | 49        | 59        | 53        | 71          | 1715  |
| Medical Director                        |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             | 1     |
| <b>Totals</b>                           | <b>40</b> | <b>88</b> | <b>62</b> | <b>57</b> | <b>78</b> | <b>78</b> | <b>56</b> | <b>58</b> | <b>43</b> | <b>66</b> | <b>51</b> | <b>59</b> | <b>67</b> | <b>63</b> | <b>54</b> | <b>63</b> | <b>54</b> | <b>62</b> | <b>70</b> | <b>49</b> | <b>64</b> | <b>60</b> | <b>55</b> | <b>62</b> | <b>78</b> | <b>64</b> | <b>54</b> | <b>67</b> | <b>58</b> | <b>83</b> | <b>1926</b> |       |

\* All units assigned to a response that went enroute



Division Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-20 to 05-31-20

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|               |  | DAILY RESPONSE TOTALS BY UNIT |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           | Total       |  |  |  |  |  |
|---------------|--|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|--|--|--|--|--|
|               |  | 2020/05                       | 1         | 2         | 3         | 4         | 5         | 6         | 7         | 8         | 9         | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30        | 31          |  |  |  |  |  |
| CHP1          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| D90           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| D901          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| HCMD1         |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M91           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M910          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M92           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M93           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M930          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M94           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M940          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M95           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M950          |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M96           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M97           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| M99           |  |                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |             |  |  |  |  |  |
| <b>Totals</b> |  | <b>40</b>                     | <b>89</b> | <b>64</b> | <b>57</b> | <b>79</b> | <b>78</b> | <b>56</b> | <b>59</b> | <b>41</b> | <b>67</b> | <b>50</b> | <b>59</b> | <b>64</b> | <b>58</b> | <b>53</b> | <b>62</b> | <b>61</b> | <b>52</b> | <b>64</b> | <b>70</b> | <b>49</b> | <b>61</b> | <b>59</b> | <b>54</b> | <b>63</b> | <b>77</b> | <b>65</b> | <b>54</b> | <b>68</b> | <b>58</b> | <b>83</b> | <b>1914</b> |  |  |  |  |  |

\* All units assigned to a response that went enroute

|      |  | AVERAGE RESPONSE TIME BY UNIT |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       | Average |  |  |       |       |       |
|------|--|-------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|--|--|-------|-------|-------|
|      |  | 2020/05                       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | 16    | 17    | 18    | 19    | 20    | 21    | 22    | 23    | 24    | 25    | 26    | 27    | 28    | 29    | 30    | 31      |  |  |       |       |       |
| D90  |  | 11:28                         | 06:50 | 13:29 | 06:56 | 07:06 | 06:12 | 08:00 | 08:10 | 12:43 | 07:44 | 07:53 | 01:25 | 08:54 | 04:27 | 01:48 | 13:53 | 04:04 | 06:03 | 05:15 | 14:30 | 01:37 | 10:43 | 05:59 | 09:23 | 06:37 | 04:05 | 09:20 | 05:26 | 06:14 |       |       |         |  |  | 07:37 |       |       |
| D901 |  | 09:44                         | 07:07 | 04:45 | 08:48 | 07:11 | 10:26 | 00:40 | 17:53 | 04:16 | 05:48 | 07:34 | 09:53 | 06:29 | 05:37 | 04:19 | 07:09 | 03:42 | 05:16 | 11:55 | 06:52 | 04:41 | 09:04 | 00:02 | 08:49 | 08:37 | 11:44 |       |       |       |       |       |         |  |  |       | 07:43 |       |
| M91  |  | 05:40                         | 08:40 | 09:56 | 07:36 | 09:49 | 08:12 | 06:04 | 10:30 | 09:26 | 07:05 | 09:31 | 12:02 | 08:58 | 07:36 | 11:13 | 07:48 | 08:35 | 06:24 | 09:38 | 09:25 | 09:52 | 10:22 | 07:44 | 08:57 | 07:26 | 08:02 | 08:26 | 06:53 | 08:41 | 09:40 | 09:06 |         |  |  |       |       | 08:35 |
| M910 |  | 07:12                         | 06:54 | 08:00 | 08:30 | 08:46 | 10:51 | 14:38 | 11:32 | 11:10 | 10:13 | 11:13 | 10:08 | 09:08 | 08:26 | 06:41 | 08:36 | 10:31 | 10:01 | 09:00 | 06:38 | 10:06 | 06:56 | 07:44 | 08:40 | 09:22 | 13:07 | 08:54 | 06:20 | 08:42 | 12:45 | 06:47 |         |  |  |       |       | 09:09 |
| M92  |  | 08:18                         | 12:29 | 07:03 | 09:00 | 08:45 | 08:47 | 08:23 | 07:32 | 10:08 | 06:37 | 09:10 | 09:20 | 09:23 | 08:10 | 06:17 | 10:02 | 07:37 | 08:30 | 08:25 | 07:50 | 07:54 | 09:24 | 14:13 | 08:23 | 08:34 | 08:29 | 10:24 | 06:24 | 08:09 | 09:28 | 09:22 |         |  |  |       |       | 08:47 |
| M93  |  | 04:16                         | 09:40 | 08:18 | 06:46 | 08:09 | 09:56 | 06:53 | 04:42 | 05:42 | 06:42 | 08:17 | 08:56 | 11:18 | 06:30 | 05:04 | 09:41 | 07:49 | 06:43 | 06:57 | 05:32 | 06:57 | 10:06 | 07:39 | 05:52 | 06:17 | 07:49 | 05:43 | 06:18 | 09:41 | 08:42 | 11:44 |         |  |  |       |       | 07:33 |
| M930 |  | 08:54                         | 08:48 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |         |  |  |       |       |       |
| M94  |  | 07:25                         | 09:29 | 05:24 | 10:28 | 10:33 | 12:02 | 06:30 | 10:08 | 05:06 | 12:20 | 07:11 | 07:35 | 05:36 | 08:05 | 05:50 | 11:50 | 07:27 | 07:41 | 07:40 | 07:45 | 13:09 | 07:54 | 10:42 | 06:47 | 06:56 | 06:57 | 08:38 | 08:33 | 08:23 | 08:33 |       |         |  |  |       |       | 07:56 |
| M940 |  | 12:21                         | 10:26 | 09:09 | 10:11 | 09:12 | 08:56 | 05:32 | 09:36 | 04:27 | 11:06 | 06:37 | 07:16 | 07:02 | 05:51 | 07:19 | 07:54 | 07:11 | 08:25 | 09:37 | 08:32 | 06:01 | 08:10 | 07:25 | 07:39 | 08:44 | 08:41 | 08:57 | 07:04 | 07:55 | 09:46 | 09:48 |         |  |  |       |       | 08:36 |
| M95  |  | 07:12                         | 09:29 | 08:44 | 07:37 | 12:02 | 12:17 | 09:22 | 11:58 | 08:17 | 11:25 | 08:32 | 09:26 | 09:09 | 08:17 | 09:16 | 07:35 | 08:46 | 10:51 | 10:20 | 07:27 | 07:18 | 08:44 | 07:53 | 09:52 | 07:52 | 09:45 | 08:16 | 08:12 | 07:38 | 08:55 | 08:00 |         |  |  |       |       | 08:28 |
| M950 |  |                               |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |         |  |  |       |       |       |
| M96  |  | 06:41                         | 09:49 | 07:32 | 08:33 | 08:57 | 08:48 | 06:15 | 08:22 | 08:29 | 07:52 | 07:47 | 09:19 | 08:18 | 07:43 | 09:16 | 08:40 | 08:39 | 07:19 | 07:58 | 08:10 | 06:30 | 06:59 | 07:29 | 07:49 | 07:58 | 11:34 | 06:39 | 05:50 | 08:07 | 08:33 | 10:01 |         |  |  |       |       | 10:09 |
| M97  |  | 07:55                         | 12:29 | 09:25 | 06:38 | 10:31 | 08:08 | 08:31 | 08:27 | 06:54 | 08:02 | 07:29 | 08:18 | 13:15 | 07:50 | 07:34 | 12:20 | 06:48 | 07:40 | 07:01 | 12:11 | 07:58 | 06:21 | 07:30 | 10:29 | 08:56 | 08:21 | 12:34 | 09:11 | 06:02 | 11:54 |       |         |  |  |       |       | 08:16 |
| M99  |  | 15:31                         | 12:24 | 08:59 | 09:18 | 09:59 | 12:22 | 11:14 | 09:45 | 13:38 | 11:40 | 08:04 | 11:01 | 11:09 | 10:33 | 15:15 | 11:59 | 12:06 | 09:54 | 09:58 | 09:17 | 10:29 | 07:18 | 14:03 | 12:16 | 10:48 | 10:51 | 10:46 | 11:28 | 09:30 | 15:01 | 10:43 |         |  |  |       |       | 11:03 |

\* All units assigned to a response that went enroute in district, NO mutual aid responses







**Division Harris County Emerg Corps**

**911 STATISTICS REPORT FOR PERIOD 05-01-20 to 05-31-20**

| Response Description     | M91        | M910       | M92        | M93        | M930      | M94        | M940       | M95        | M960      | M96        | M97        | M99        | Total       |
|--------------------------|------------|------------|------------|------------|-----------|------------|------------|------------|-----------|------------|------------|------------|-------------|
| MVA ROLL OVER            | 4          | 1          | 3          | 3          |           | 3          | 6          |            |           | 3          | 1          |            | 24          |
| MVA UNCONSCIOUS          | 1          |            |            |            |           |            |            |            |           | 1          |            |            | 2           |
| O.B.                     | 1          | 1          | 2          | 1          | 1         | 3          | 1          | 3          |           | 2          | 1          |            | 16          |
| OVERDOSE                 | 3          | 5          | 6          | 2          |           | 7          | 2          | 2          |           | 5          | 1          |            | 33          |
| OVERDOSE/POISONING       | 6          | 2          | 8          |            |           | 2          | 4          | 2          |           | 6          |            |            | 30          |
| PAIN                     |            |            |            |            |           |            | 1          | 1          |           |            |            |            | 2           |
| PARTY                    | 2          | 1          | 2          |            |           | 1          | 2          | 2          |           | 1          |            | 4          | 13          |
| PERSON                   | 9          | 4          | 6          | 5          | 2         | 9          | 10         | 7          |           | 12         | 6          | 4          | 74          |
| POSSIBLE D.O.A.          | 1          | 1          |            | 1          | 2         | 3          | 1          |            |           | 3          |            |            | 12          |
| PROBLEM                  | 8          | 6          | 6          | 9          |           | 6          | 8          | 8          |           | 2          | 4          | 4          | 61          |
| PROBLEMS                 |            | 2          |            |            |           |            |            |            |           |            | 2          |            | 4           |
| PSYCHIATRIC              | 9          | 5          | 3          | 8          | 1         | 10         | 5          | 8          | 1         | 7          | 8          | 16         | 81          |
| RESIDENTIAL FIRE         | 1          | 1          | 2          | 2          |           | 1          |            | 1          | 1         | 2          | 1          |            | 11          |
| RESIDENTIAL FIRE MULTI   |            |            |            |            |           | 1          |            | 1          |           |            | 1          |            | 4           |
| RESPIRATORY              | 23         | 9          | 39         | 29         | 4         | 28         | 29         | 20         | 1         | 36         | 9          |            | 227         |
| SEIZURES                 | 11         | 8          | 14         | 7          | 1         | 2          | 9          | 9          | 1         | 9          | 4          |            | 75          |
| SHOOTING                 | 1          |            |            | 4          |           |            | 2          |            |           |            |            |            | 7           |
| STABBING                 |            |            |            |            |           | 1          |            |            |           |            |            |            | 1           |
| STABBING / SHOOTING      | 2          | 1          | 1          | 2          |           | 4          | 2          | 3          |           | 2          | 2          |            | 17          |
| STROKE/CVA               |            |            |            |            |           | 2          |            |            |           |            |            |            | 2           |
| STRUCTURE FIRE HIGH LIFE | 1          | 1          | 1          |            |           |            |            | 1          |           | 1          |            |            | 5           |
| UNCONSCIOUS PARTY        | 11         | 8          | 12         | 14         |           | 12         | 9          | 7          | 1         | 14         | 3          |            | 91          |
| UNKNOWN PROBLEM          | 3          | 1          | 7          | 7          |           | 2          |            | 1          |           | 4          | 7          | 1          | 33          |
| UNKNOWN SITUATION        |            |            |            |            |           |            |            | 1          |           |            |            |            | 1           |
| VEHICLE ACCIDENT         | 6          | 5          | 7          | 8          |           | 4          | 9          | 4          |           | 6          | 5          | 16         | 70          |
| WITH ENTRAPMENT          |            |            |            |            |           |            |            | 1          |           |            |            | 1          | 2           |
| WITH ROLLOVER            | 1          |            |            |            |           | 1          | 2          | 3          |           |            |            |            | 7           |
| <b>Totals</b>            | <b>251</b> | <b>167</b> | <b>277</b> | <b>265</b> | <b>37</b> | <b>230</b> | <b>227</b> | <b>217</b> | <b>16</b> | <b>262</b> | <b>121</b> | <b>188</b> | <b>2258</b> |



**Division** Harris County Emerg Corps

# 911 STATISTICS REPORT FOR PERIOD 05-01-20 to 05-31-20

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| Transported To                       | TRANSPORT DESTINATION SUMMARY BY UNIT |            |            |            |            |           |            |            |            |           |            |           |            |             | Total |
|--------------------------------------|---------------------------------------|------------|------------|------------|------------|-----------|------------|------------|------------|-----------|------------|-----------|------------|-------------|-------|
|                                      | D901                                  | M91        | M910       | M92        | M93        | M930      | M94        | M940       | M95        | M950      | M96        | M97       | M99        | Total       |       |
| BEN TAUB HOSPITAL                    |                                       |            |            | 1          |            |           |            |            |            |           |            |           |            | 1           |       |
| BEN TAUB HOSPITAL                    |                                       | 18         | 4          |            | 6          |           |            | 2          |            |           |            |           |            | 33          |       |
| HOUSTON NW                           | 2                                     | 2          | 60         | 16         | 23         | 2         | 2          | 9          | 96         | 8         | 45         | 3         | 32         | 388         |       |
| KINGWOOD EMERGENCY CENTER            |                                       | 14         | 1          | 17         |            |           | 2          | 2          | 1          |           |            | 8         | 1          | 46          |       |
| KINGWOOD MEDICAL CENTER              |                                       | 2          | 1          | 28         |            |           | 30         | 29         |            | 1         |            | 10        | 7          | 108         |       |
| Lyndon B Johnson General Hospital    |                                       | 7          | 2          | 15         | 1          | 2         | 1          | 6          | 4          |           |            | 3         | 13         | 71          |       |
| MD ANDERSON CANCER CENTER            |                                       |            |            |            |            |           |            | 1          | 2          |           |            |           |            | 3           |       |
| MEMORIAL HERMANN GREATER HEIGHTS     |                                       | 6          | 2          | 2          |            |           |            |            |            | 9         |            |           | 1          | 20          |       |
| MEMORIAL HERMANN HOSPITAL            |                                       | 10         | 1          | 6          | 4          |           | 2          | 16         |            | 9         |            |           | 1          | 49          |       |
| MEMORIAL HERMANN NORTHEAST           |                                       | 14         | 22         | 2          |            |           | 1          | 100        | 8          | 1         |            | 44        | 39         | 439         |       |
| MEMORIAL HERMANN SOUTHWEST           |                                       |            |            |            | 1          |           |            |            |            |           |            |           |            | 1           |       |
| MEMORIAL HERMANN WOODLANDS           |                                       | 1          |            | 1          |            |           |            |            | 1          | 2         |            |           | 2          | 7           |       |
| METHODIST HOSPITAL                   |                                       | 1          | 1          |            |            |           |            |            | 2          |           |            | 1         |            | 5           |       |
| METHODIST WILLOWBROOK                |                                       |            |            |            |            |           |            |            | 5          | 99        |            | 2         | 13         | 294         |       |
| METHODIST WOODLANDS HOSPITAL         | 2                                     | 11         | 11         | 1          | 2          | 22        | 4          | 4          | 5          | 2         |            |           |            | 3           |       |
| ST LUKE'S MEDICAL CENTER             |                                       |            |            |            | 1          |           |            | 1          |            |           |            |           |            | 3           |       |
| ST LUKE'S VINTAGE                    |                                       |            |            |            | 1          |           |            | 1          |            |           |            |           |            | 3           |       |
| ST LUKE'S WOODLANDS                  |                                       |            | 1          |            | 7          |           |            | 2          | 2          | 5         |            |           | 4          | 19          |       |
| TEXAS CHILDRENS HOSPITAL             |                                       | 1          |            |            | 1          |           |            | 2          | 2          | 1         |            |           | 1          | 6           |       |
| TEXAS CHILDRENS THE WOODLANDS CAMPUS |                                       | 5          | 1          | 3          | 2          |           |            | 1          |            | 2         |            | 1         |            | 15          |       |
| THE WOMANS HOSPITAL OF TEXAS         |                                       | 4          |            |            | 10         |           |            | 1          | 5          | 1         |            |           | 1          | 31          |       |
| VETERANS AFFAIRS MEDICAL CENTER      |                                       |            |            | 1          |            |           |            | 1          |            |           |            |           |            | 1           |       |
| <b>Totals</b>                        | <b>4</b>                              | <b>184</b> | <b>107</b> | <b>218</b> | <b>184</b> | <b>26</b> | <b>136</b> | <b>173</b> | <b>130</b> | <b>10</b> | <b>183</b> | <b>75</b> | <b>115</b> | <b>1545</b> |       |



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| Disposition                   | DISPOSITION SUMMARY BY UNIT |            |          |            |            |            |            |           |            |            |            |           |            |            |            |             | Total |
|-------------------------------|-----------------------------|------------|----------|------------|------------|------------|------------|-----------|------------|------------|------------|-----------|------------|------------|------------|-------------|-------|
|                               | D90                         | D901       | HCMD1    | M91        | M910       | M92        | M93        | M930      | M94        | M940       | M95        | M950      | M96        | M97        | M99        | Total       |       |
| Non-EMS Disposition           | 132                         | 114        | 2        |            |            |            |            |           |            |            |            |           |            |            |            | 248         |       |
| Accidental Activation         |                             |            |          | 1          | 1          | 1          |            |           |            |            |            |           | 2          |            |            | 5           |       |
| Call Cancelled                |                             |            |          | 1          | 3          | 2          | 1          |           |            |            |            |           | 2          |            |            | 17          |       |
| Call Complete                 |                             |            |          | 161        | 111        | 202        | 181        | 25        | 141        | 158        | 123        | 13        | 173        | 80         | 123        | 1491        |       |
| Call Complete,Refusal AMA     |                             |            |          |            |            |            |            |           |            |            |            |           | 1          |            |            | 1           |       |
| Call Out of Territory         |                             |            |          | 1          |            |            |            |           |            |            | 1          |           |            |            | 1          | 3           |       |
| Call Reassigned               |                             |            |          | 1          |            |            |            |           |            |            |            |           |            |            |            | 1           |       |
| Call Referred                 |                             |            |          | 7          | 6          | 8          | 11         |           | 6          | 3          | 8          |           | 6          | 6          | 2          | 63          |       |
| Call Referred,Disregard       |                             |            |          | 1          |            | 1          |            |           |            | 1          |            |           |            |            |            | 3           |       |
| Call Unfounded                |                             |            |          | 4          | 2          | 4          |            |           | 2          | 3          | 1          |           | 3          | 2          | 1          | 22          |       |
| Clear Hospital                |                             |            |          |            |            |            | 2          |           | 2          | 1          |            |           |            |            |            | 5           |       |
| Coverage / Back-in            |                             |            |          |            |            |            |            | 1         |            |            |            |           |            |            |            | 1           |       |
| Death on Scene                |                             |            |          | 2          | 1          |            |            |           | 5          | 2          | 3          |           | 2          |            |            | 17          |       |
| Death on Scene,Fire - Settled |                             |            |          | 1          |            |            |            |           |            |            | 1          |           |            |            |            | 2           |       |
| Disregard                     |                             |            |          | 12         | 6          | 11         | 17         | 2         | 14         | 11         | 19         |           | 8          | 3          | 16         | 119         |       |
| Disregard by Alarm Co         |                             |            |          |            |            |            |            |           | 1          | 1          |            | 1         |            |            |            | 3           |       |
| Disregard,Patent Gone on Arr  |                             |            |          |            |            | 2          |            |           |            |            |            |           |            |            |            | 2           |       |
| Fire - Call Complete          |                             |            |          | 1          |            | 3          | 10         |           | 3          | 1          | 1          |           | 8          | 2          | 4          | 33          |       |
| Fire - False Alarm            |                             |            |          |            |            |            |            |           |            |            |            |           |            |            |            | 2           |       |
| Fire - Fire Extinguished      |                             |            |          |            |            | 2          |            |           |            |            |            |           | 2          |            |            | 4           |       |
| Fire - First Responder only   |                             |            |          |            |            |            | 1          |           |            |            |            |           | 2          |            |            | 3           |       |
| Fire - Settled at Scene       |                             |            |          |            |            |            |            | 1         |            |            |            |           |            |            |            | 3           |       |
| Mutual Aid Handled            |                             |            |          |            |            |            |            |           |            |            |            |           | 1          |            |            | 2           |       |
| No Medical                    |                             |            |          | 3          | 2          | 4          | 6          |           | 3          | 5          | 1          |           | 1          | 4          | 2          | 31          |       |
| No Patient Contact            |                             |            |          | 6          |            | 1          | 1          |           | 1          | 5          |            |           | 4          |            |            | 17          |       |
| Patient Gone on Arrival       |                             |            |          | 2          | 2          | 2          | 3          |           | 5          | 5          | 3          |           | 1          | 1          |            | 19          |       |
| Public Assist Only            |                             |            |          |            |            |            |            |           |            |            |            |           |            |            |            | 1           |       |
| Refusal AMA                   |                             |            |          | 54         | 25         | 31         | 29         | 5         | 47         | 26         | 43         | 1         | 43         | 20         | 37         | 361         |       |
| Refusal Parental              |                             |            |          | 2          |            | 3          | 1          | 2         | 3          | 2          | 10         |           | 3          |            |            | 26          |       |
| Transported                   |                             |            |          |            |            | 1          |            |           |            |            |            |           |            |            |            | 1           |       |
| <b>Totals</b>                 | <b>132</b>                  | <b>114</b> | <b>2</b> | <b>251</b> | <b>167</b> | <b>277</b> | <b>265</b> | <b>37</b> | <b>230</b> | <b>227</b> | <b>217</b> | <b>16</b> | <b>262</b> | <b>121</b> | <b>188</b> | <b>2506</b> |       |







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| MUTUAL AID PROVIDED BY YOUR DISTRICT                     |            |          |         |                               |                      |           |
|----------------------------------------------------------|------------|----------|---------|-------------------------------|----------------------|-----------|
| Incident ID                                              | Date       | Time     | Unit    | Problem                       | Provided To          | Map       |
| 20-05-18392                                              | 05/02/2020 | 12:15:43 | PPE     | 9E01 FULL ARREST              | Eastex FD            | 376T      |
| 20-05-18405                                              | 05/02/2020 | 13:40:14 | Level 1 | 29B01V MOTOR VEHICLE ACCIDENT | Westfield FD         | 414L      |
| 20-05-18408                                              | 05/02/2020 | 13:48:00 | Level 0 | 26D01 MEDICAL CALL            | Eastex FD            | 374Z      |
| 20-05-18413                                              | 05/02/2020 | 14:22:48 | Level 1 | 10D02 CARDIAC                 | Eastex FD            | 376W      |
| 20-05-18507                                              | 05/03/2020 | 07:26:22 | STROKE  | 19C01 CARDIAC                 | Eastex FD            | 415P      |
| 20-05-18550                                              | 05/03/2020 | 14:59:53 | PPE     | 26A01 MEDICAL CALL            | Westfield FD         | 414G      |
| 20-05-18780                                              | 05/04/2020 | 23:20:58 | M92     | 17B01 INJ. PARTY FROM A FALL  | HC-Agency Unknown    | 413R      |
| 20-05-18784                                              | 05/04/2020 | 23:39:37 | M97     | SICK PERSON                   | Atascocita FD        | 377K      |
| 20-05-189282                                             | 05/08/2020 | 05:44:25 | CPR     | FULL ARREST                   | Westfield FD         | 414E      |
| 20-05-196880                                             | 05/11/2020 | 13:16:12 | M940    | FALLS                         | HC-Agency Unknown    | 375L      |
| 20-05-19800                                              | 05/12/2020 | 12:30:00 | M95     | FALLS                         | CC-Cypress Creek EMS | 333K      |
| 20-05-20002                                              | 05/13/2020 | 19:20:44 | PPE     | SICK PERSON                   | Westfield FD         | 414S      |
| 20-05-20201                                              | 05/15/2020 | 09:26:00 | STROKE  | 28C01F CVA NOT ALERT          | Eastex FD            | 375U      |
| 20-05-20228                                              | 05/15/2020 | 13:17:07 | M94     | SICK PERSON                   | HC-Agency Unknown    | 375D      |
| 20-05-20228                                              | 05/15/2020 | 13:17:07 | M940    | SICK PERSON                   | HC-Agency Unknown    | 375D      |
| 20-05-20229                                              | 05/15/2020 | 13:22:40 | M97     | UNCONSCIOUS PARTY             | HC-Agency Unknown    | 375D      |
| 20-05-20758                                              | 05/19/2020 | 13:21:28 | M95     | MEDICAL CALL                  | CC-Cypress Creek EMS | 376A      |
| 20-05-20802                                              | 05/19/2020 | 19:38:16 | CHP1    | 29B05U MOTOR VEHICLE ACCIDENT | Eastex FD            | 331W      |
| 20-05-20888                                              | 05/20/2020 | 12:39:30 | M940    | 28C04X CVA WEAKNESS           | HC-Agency Unknown    | 374X      |
| 20-05-20934                                              | 05/20/2020 | 18:17:04 | CHP1    | SICK PERSON                   | Westfield FD         | NOT FOUND |
| 20-05-21032                                              | 05/21/2020 | 13:34:41 | PPE     | 10D04 CARDIAC                 | Westfield FD         | 414N      |
| 20-05-21036                                              | 05/21/2020 | 14:36:56 | M910    | 31D4 UNCONSCIOUS PARTY        | Westfield FD         | 414P      |
| 20-05-21827                                              | 05/23/2020 | 13:12:02 | M97     | 31D4 UNCONSCIOUS PARTY        | CC-Cypress Creek EMS | 292T      |
| 20-05-21968                                              | 05/23/2020 | 19:05:57 | M97     | 17B01 INJ. PARTY FROM A FALL  | Atascocita FD        | 337Y      |
| 20-05-21633                                              | 05/25/2020 | 14:16:18 | Level 0 | 4A01A ASSAULT                 | Atascocita FD        | 376C      |
| 20-05-21703                                              | 05/26/2020 | 00:25:50 | M940    | ABDOMINAL PAIN                | Westfield FD         | 414F      |
| 20-05-22088                                              | 05/28/2020 | 12:06:52 | M94     | 12A01E SEIZURES               | HC-Agency Unknown    | 335U      |
| 20-05-22585                                              | 05/31/2020 | 23:06:40 | M95     | 4B01A ASSAULT                 | HC-Agency Unknown    | 375C      |
| Total Mutual Aid Responses Provided By Your District: 27 |            |          |         |                               |                      |           |

| MUTUAL AID PROVIDED TO YOUR DISTRICT                     |            |          |         |                               |                      |           |
|----------------------------------------------------------|------------|----------|---------|-------------------------------|----------------------|-----------|
| Incident ID                                              | Date       | Time     | Unit    | Problem                       | Provided To          | Map       |
| 20-05-18392                                              | 05/02/2020 | 12:15:43 | PPE     | 9E01 FULL ARREST              | Eastex FD            | 376T      |
| 20-05-18405                                              | 05/02/2020 | 13:40:14 | Level 1 | 29B01V MOTOR VEHICLE ACCIDENT | Westfield FD         | 414L      |
| 20-05-18408                                              | 05/02/2020 | 13:48:00 | Level 0 | 26D01 MEDICAL CALL            | Eastex FD            | 374Z      |
| 20-05-18413                                              | 05/02/2020 | 14:22:48 | Level 1 | 10D02 CARDIAC                 | Eastex FD            | 376W      |
| 20-05-18507                                              | 05/03/2020 | 07:26:22 | STROKE  | 19C01 CARDIAC                 | Eastex FD            | 415P      |
| 20-05-18550                                              | 05/03/2020 | 14:59:53 | PPE     | 26A01 MEDICAL CALL            | Westfield FD         | 414G      |
| 20-05-18780                                              | 05/04/2020 | 23:20:58 | M92     | 17B01 INJ. PARTY FROM A FALL  | HC-Agency Unknown    | 413R      |
| 20-05-18784                                              | 05/04/2020 | 23:39:37 | M97     | SICK PERSON                   | Atascocita FD        | 377K      |
| 20-05-189282                                             | 05/08/2020 | 05:44:25 | CPR     | FULL ARREST                   | Westfield FD         | 414E      |
| 20-05-196880                                             | 05/11/2020 | 13:16:12 | M940    | FALLS                         | HC-Agency Unknown    | 375L      |
| 20-05-19800                                              | 05/12/2020 | 12:30:00 | M95     | FALLS                         | CC-Cypress Creek EMS | 333K      |
| 20-05-20002                                              | 05/13/2020 | 19:20:44 | PPE     | SICK PERSON                   | Westfield FD         | 414S      |
| 20-05-20201                                              | 05/15/2020 | 09:26:00 | STROKE  | 28C01F CVA NOT ALERT          | Eastex FD            | 375U      |
| 20-05-20228                                              | 05/15/2020 | 13:17:07 | M94     | SICK PERSON                   | HC-Agency Unknown    | 375D      |
| 20-05-20228                                              | 05/15/2020 | 13:17:07 | M940    | SICK PERSON                   | HC-Agency Unknown    | 375D      |
| 20-05-20229                                              | 05/15/2020 | 13:22:40 | M97     | UNCONSCIOUS PARTY             | HC-Agency Unknown    | 375D      |
| 20-05-20758                                              | 05/19/2020 | 13:21:28 | M95     | MEDICAL CALL                  | CC-Cypress Creek EMS | 376A      |
| 20-05-20802                                              | 05/19/2020 | 19:38:16 | CHP1    | 29B05U MOTOR VEHICLE ACCIDENT | Eastex FD            | 331W      |
| 20-05-20888                                              | 05/20/2020 | 12:39:30 | M940    | 28C04X CVA WEAKNESS           | HC-Agency Unknown    | 374X      |
| 20-05-20934                                              | 05/20/2020 | 18:17:04 | CHP1    | SICK PERSON                   | Westfield FD         | NOT FOUND |
| 20-05-21032                                              | 05/21/2020 | 13:34:41 | PPE     | 10D04 CARDIAC                 | Westfield FD         | 414N      |
| 20-05-21036                                              | 05/21/2020 | 14:36:56 | M910    | 31D4 UNCONSCIOUS PARTY        | Westfield FD         | 414P      |
| 20-05-21827                                              | 05/23/2020 | 13:12:02 | M97     | 31D4 UNCONSCIOUS PARTY        | CC-Cypress Creek EMS | 292T      |
| 20-05-21968                                              | 05/23/2020 | 19:05:57 | M97     | 17B01 INJ. PARTY FROM A FALL  | Atascocita FD        | 337Y      |
| 20-05-21633                                              | 05/25/2020 | 14:16:18 | Level 0 | 4A01A ASSAULT                 | Atascocita FD        | 376C      |
| 20-05-21703                                              | 05/26/2020 | 00:25:50 | M940    | ABDOMINAL PAIN                | Westfield FD         | 414F      |
| 20-05-22088                                              | 05/28/2020 | 12:06:52 | M94     | 12A01E SEIZURES               | HC-Agency Unknown    | 335U      |
| 20-05-22585                                              | 05/31/2020 | 23:06:40 | M95     | 4B01A ASSAULT                 | HC-Agency Unknown    | 375C      |
| Total Mutual Aid Responses Provided To Your District: 27 |            |          |         |                               |                      |           |

\*\* None Received \*\*



# **PROSPERITY BANK<sup>®</sup>**

## **Treasury Management Resolution**

Customer Name (Name of Business)

**Harris County ESD #1**

Address

**2800 Aldine Bender**

City, State Zip

**Houston, TX 77032**

Phone # **281-416-8571**

Fax # \_\_\_\_\_

Any capitalized term not defined herein shall have the meaning ascribed to it in the Treasury Management Services Master Agreement or applicable Service Agreement(s) between Customer and Prosperity Bank dated **06/23/2020** (the “**Agreement**”).

**I. Authorization to Act for Customer—To be Completed by officer, owner, principal, member, manager, general partner or other authorized individual of the Customer (for purposes of this Agreement, the “Customer Representative”)**

Each of the undersigned is an officer, owner, principal, member, manager, general partner or other authorized individual of the Customer and warrants that the Customer has taken all action required by its governing documents to authorize each of the undersigned to:

Execute the Agreement;

Accept on behalf of the Customer the terms and conditions governing the use of such Treasury Management Services requested or accessed by Customer, including acceptance of Security Procedures;

Perform any Transactions pursuant to the Agreement; and

Appoint and remove System Administrators and Users to perform authorized Transactions under the Agreement.

This authorization shall be binding and the authority shall remain in force until written notice of the revocation or modification authorization is delivered to the Bank. This authorization replaces any and all previous resolutions or authorizations.

Customer Representative(s):

Name: Cathy Sunday

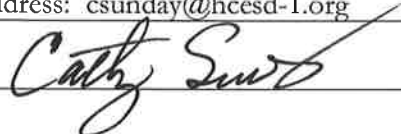
Title: President of Harris County ESD #1

Business Address: 2800 Aldine Bender, Houston, TX 77032

Telephone \ Fax Number: 713-392-4935

E-mail Address: csunday@hcesd-1.org

Signature:



Name: N/A

Title: N/A

Business Address: N/A

Telephone \ Fax Number: N/A

E-mail Address: N/A

Signature:

**II. Certification—To be completed by, as applicable, the corporate secretary, general partner, member, trustee, government official, or sole proprietor.**

The undersigned represents and warrants to the Bank on behalf of the Customer that the signatures appearing above are the true and authentic signatures of the Customer Representative(s) and further certifies that the Customer has taken all action required by their governing documents to appoint the Customer Representative(s) to act on behalf of the Customer and that the undersigned has full authority to execute this Agreement.

**Note: For a corporation, this form must be signed by the secretary or assistant secretary. For a partnership, limited partnership, limited liability partnership, limited liability company or association, one of the general partners or members must sign. For trusts, the trustee, agent or account signer must sign. For a government institution, an authorized signer must sign. Sole proprietors are not required to complete this certification.**

6/30/2020   
Date Signature

Name: Fred Scibuola

Title: Treasurer of Harris County ESD #1

Telephone: 281-686-0248

**ACCOUNT AGREEMENT**

Prosperity Bank  
811 Louisiana St Ste L140  
Houston, TX 77002

Account Number: 218987603

Account Owner(s) Name & Address  
HARRIS COUNTY ESD #1  
  
2800 ALDINE BENDER  
HOUSTON, TX 77032

Agreement Date: 06/18/2020 By: \_\_\_\_\_

- EXISTING Account - This agreement replaces previous agreement(s).  
 This is a Temporary account agreement.

Account Description: Public Fund Contractual Non-Int Ckg

Checking  Savings  NOW  \_\_\_\_\_  
Initial Deposit \$ \_\_\_\_\_ Source: \_\_\_\_\_

**Ownership of Account - CONSUMER Purpose**  
 The types of accounts provided by Texas law have been disclosed on the separate Single-Party or Multiple-Party Account Selection Form Notice (Selection Form Notice), on which the undersigned have initialed to designate the ownership type selected. The undersigned acknowledge(s) receipt of a copy of the completed Selection Form Notice.  
 \_\_\_\_\_

**Ownership of Account - BUSINESS Purpose**  
 Sole Proprietorship  Single-Member LLC  Partnership  
 LLC (LLC tax classification:  C Corp  S Corp  Partnership)  
 C Corporation  S Corporation  Non-Profit  
 GOVERNMENT ENTITY  
Business: EMERGENCY MEDICAL SERVICES

Additional Information: Revised: 06/25/2020 44YH


Scanned by: \_\_\_\_\_ Date: \_\_\_\_\_  
FACSIMILE SIGNATURE(S) ALLOWED? Yes  No   
X \_\_\_\_\_


**Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)**  
 By signing at right, I, FRED A SCIBUOLA certify under penalties of perjury that the statements made in this section are true.  
 TIN: 76-0346249 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.  
 **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.  
 **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations Exempt payee code (if any) \_\_\_\_\_  
**FATCA Code.** The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**U.S. Person.** I am a U.S. citizen or other U.S. person (as defined in the instructions).

**Signature(s).** The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):  
 Terms & Conditions  Truth in Savings  Funds Availability  
 Electronic Fund Transfers  Privacy  Substitute Checks  
 Common Features  \_\_\_\_\_

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1):   
FRED A SCIBUOLA  
I.D. # 20517643 D.O.B. 10/10/1938

(2):   
PETE SERNA  
I.D. # 12999705 D.O.B. 04/26/1961

(3):   
CATHY F SUNDAY  
I.D. # 07468230 D.O.B. 08/14/1953

(4):   
SHIRLEY REED  
I.D. # 07971712 D.O.B. 11/07/1940

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

I.D. # \_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_  
I.D. # \_\_\_\_\_ Other \_\_\_\_\_

# Resolution of Lodge, Association or Other Similar Organization

Prosperity Bank

By: HARRIS COUNTY ESD #1

1301 N Mechanic St  
El Campo, TX 77437-2633

2800 ALDINE BENDER  
HOUSTON, TX 77032

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Association"*

I, FRED SCIBUOLA, certify that I am Secretary (clerk) of the above named association organized under the laws of TEXAS, Federal Employer I.D. Number 76-0346249, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 06/18/2020 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

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

| Name and Title or Position                   | Signature                                                                            | Facsimile Signature<br><i>(if used)</i> |
|----------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------|
| A. <u>FRED A SCIBUOLA, AUTHORIZED SIGNER</u> |     | X _____                                 |
| B. <u>PETE SERNA, AUTHORIZED SIGNER</u>      |   | X _____                                 |
| C. <u>CATHY H SUNDAY, AUTHORIZED SIGNER</u>  |  | X _____                                 |
| D. <u>SHIRLEY REED, AUTHORIZED SIGNER</u>    |  | X _____                                 |
| E. _____                                     | X _____                                                                              | X _____                                 |
| F. _____                                     | X _____                                                                              | X _____                                 |

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

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

**Limitations on Powers.** The following are the Association's express limitations on the powers granted under this resolution.

**Resolutions**

**The Association named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.


- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

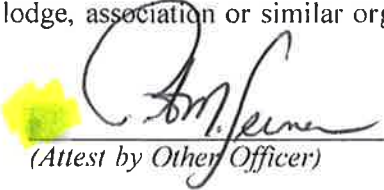
**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ All Prior \_\_\_\_\_ . If not completed, all resolutions remain in effect.

**Certification of Authority**

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

If checked, the Association is a non-profit lodge, association or similar organization.

  
 \_\_\_\_\_  
 (Secretary)  
 FRED SCIBUOLA

  
 \_\_\_\_\_  
 (Attest by Other Officer)

  
 \_\_\_\_\_  
 (Attest by Other Officer)

|                                                                                  |                            |
|----------------------------------------------------------------------------------|----------------------------|
| <b>For Financial Institution Use Only</b>                                        |                            |
| Acknowledged and received on _____                                               | (date) by _____ (initials) |
| <input type="checkbox"/> This resolution is superseded by resolution dated _____ |                            |
| <b>Comments:</b> Nature of Business: EMS                                         |                            |



**ACCOUNT AGREEMENT**

Prosperity Bank  
811 Louisiana St Ste L140  
Houston, TX 77002

Account Number: 218987611

Account Owner(s) Name & Address  
HARRIS COUNTY ESD #1  
  
2800 ALDINE BENDER  
HOUSTON, TX 77032

Agreement Date: 06/18/2020 By: \_\_\_\_\_

- EXISTING Account - This agreement replaces previous agreement(s).  
 This is a Temporary account agreement.

Account Description: Public Fund Contractual Money Mkt

Checking  Savings  NOW  \_\_\_\_\_  
Initial Deposit \$ \_\_\_\_\_ Source: \_\_\_\_\_

**Ownership of Account - CONSUMER Purpose**  
 The types of accounts provided by Texas law have been disclosed on the separate Single-Party or Multiple-Party Account Selection Form Notice (Selection Form Notice), on which the undersigned have initialed to designate the ownership type selected. The undersigned acknowledge(s) receipt of a copy of the completed Selection Form Notice.  
 \_\_\_\_\_

**Ownership of Account - BUSINESS Purpose**  
 Sole Proprietorship  Single-Member LLC  Partnership  
 LLC (LLC tax classification:  C Corp  S Corp  Partnership)  
 C Corporation  S Corporation  Non-Profit  
 GOVERNMENT ENTITY  
Business: EMERGENCY MEDICAL SERVICES

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


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

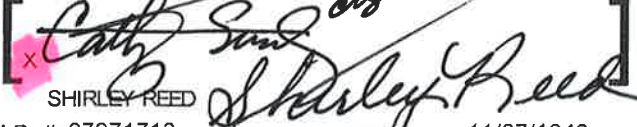
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Additional Information: Revised: 06/25/2020 44YH

(1):   
FRED A SCIBUOLA  
I.D. # 20517643 D.O.B. 10/10/1938

(2):   
PETE SERNA  
I.D. # 12999705 D.O.B. 04/26/1961

(3):   
CATHY H SUNDAY  
I.D. # 07468230 D.O.B. 08/14/1953

(4):   
SHIRLEY REED  
I.D. # 07971712 D.O.B. 11/07/1940

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

\_\_\_\_\_  
I.D. # \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
I.D. # \_\_\_\_\_ Other \_\_\_\_\_

Scanned by: \_\_\_\_\_ Date: \_\_\_\_\_

FACSIMILE SIGNATURE(S) ALLOWED? Yes  No

X \_\_\_\_\_

**Backup Withholding Certifications** (Non-"U.S. Persons" - Use separate Form W-8)  
 By signing at right, I, FRED A SCIBUOLA, certify under penalties of perjury that the statements made in this section are true.  
 TIN: 76-0346249 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.  
 **Not Subject to Backup Withholding.** I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.  
 **Exempt Recipient.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) \_\_\_\_\_  
**FATCA Code.** The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**U.S. Person.** I am a U.S. citizen or other U.S. person (as defined in the instructions).

# Resolution of Lodge, Association or Other Similar Organization

Prosperity Bank

By: HARRIS COUNTY ESD #1

1301 N Mechanic St  
El Campo, TX 77437-2633


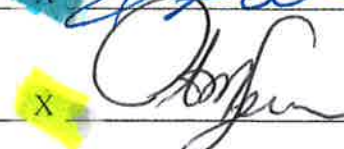
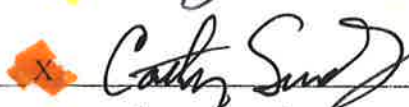

2800 ALDINE BENDER  
HOUSTON, TX 77032

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Association"*

I, **FRED SCIBUOLA**, certify that I am Secretary (clerk) of the above named association organized under the laws of TEXAS, Federal Employer I.D. Number 76-0346249, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 06/18/2020 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

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

| Name and Title or Position                   | Signature                                                                            | Facsimile Signature<br><i>(if used)</i> |
|----------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------|
| A. <u>FRED A SCIBUOLA, AUTHORIZED SIGNER</u> |     | X                                       |
| B. <u>PETE SERNA, AUTHORIZED SIGNER</u>      |    | X                                       |
| C. <u>CATHY H SUNDAY, AUTHORIZED SIGNER</u>  |   | X                                       |
| D. <u>SHIRLEY REED, AUTHORIZED SIGNER</u>    |  | X                                       |
| E. _____                                     | X                                                                                    | X                                       |
| F. _____                                     | X                                                                                    | X                                       |

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

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

**Limitations on Powers.** The following are the Association's express limitations on the powers granted under this resolution.

**Resolutions**

**The Association named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

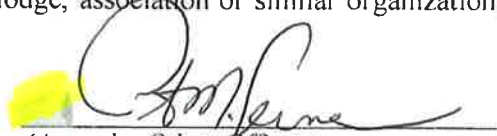
**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ All Prior \_\_\_\_\_. If not completed, all resolutions remain in effect.

**Certification of Authority**

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

If checked, the Association is a non-profit lodge, association or similar organization.

  
 \_\_\_\_\_  
 (Secretary)  
 FRED SCIBUOLA

  
 \_\_\_\_\_  
 (Attest by Other Officer)

  
 \_\_\_\_\_  
 (Attest by Other Officer)

|                                                                                  |                            |
|----------------------------------------------------------------------------------|----------------------------|
| <b>For Financial Institution Use Only</b>                                        |                            |
| Acknowledged and received on _____                                               | (date) by _____ (initials) |
| <input type="checkbox"/> This resolution is superseded by resolution dated _____ |                            |
| <b>Comments:</b> Nature of Business: EMS                                         |                            |



# PROSPERITY BANK<sup>®</sup>

## Treasury Management Services

### ACH ORIGINATION AGREEMENT

BY EXECUTING THIS ACH AGREEMENT OR ACCESSING THE SERVICES AS DESCRIBED HEREIN, CUSTOMER AGREES THAT CUSTOMER WILL USE ANY AND ALL ACH SERVICES FOR BUSINESS PURPOSES ONLY AND THAT ANY DEPOSITORY ACCOUNTS OF CUSTOMER WITH PROSPERITY BANK UTILIZED IN CONNECTION WITH THE ACH SERVICES ARE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE.

This ACH Origination Agreement (the “**ACH Agreement**”) is made between Prosperity Bank (“**Bank**”) and **Harris County ESD #1** (the “**Customer**”), each a “**Party**” and together, the “**Parties**,” as of the last date of execution set forth below. It supplements and modifies and is made a part of that Treasury Management Services Master Agreement (the “**Master Agreement**”) between the Parties, which, along with all other agreements between Customer and Bank incorporated into the Master Agreement, is incorporated herein by reference for all purposes (for purposes of this ACH Origination Agreement, the Master Agreement and this ACH Agreement together are referred to as the “**Agreement**”). Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement.

Customer wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository Banks by means of the Automated Clearing House Network (“**ACH**”) pursuant to the terms of this Agreement, the National Automated Clearing House Association (“**NACHA**”) Operating Rules and Guidelines (the “**Rules**”), any applicable local clearing house association rules, and Bank’s operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, and Bank is willing to act as an Originating Depository Bank (“**ODFI**”) with respect to such Entries. This Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Services outlined herein (“**Services**” or “**ACH Services**”). Customer hereby requests Bank to provide the Services described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Customer accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Services outlined herein. Customer must execute the Internet Banking Services Agreement, which is hereby incorporated by reference and made a part hereof. In the event of inconsistency between a provision of this ACH Agreement, the Master Agreement, the Uniform Commercial Code (“**UCC**”), the Internet Banking Services Agreement, and/or the Terms and Conditions of Your Account (the “**Account Terms**”) relating to any and all depository accounts with Bank utilized in connection with the Services (together with any

accounts listed on **Schedule E** attached hereto as Customer may change them from time to time in accordance with Bank's procedures, any and all of which changes are incorporated herein by reference (the "**Authorized Account(s)**"), the provisions of this ACH Agreement shall prevail. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Rules. The term "**Entry**" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

## **AGREEMENT**

**I. COMPLIANCE WITH RULES AND LAWS.** Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) currently under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement and any amendments to these Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH Transactions complies with U.S. law, including but not limited to sanctions enforced by the Office of Foreign Assets Control ("**OFAC**"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Customer agrees that the performance of any action by Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("**FinCEN**"). Customer agrees generally and warrants to Bank that all actions by Customer contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Banks Examination Council ("**FFIEC**"). Bank will charge the Customer with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

**II. DESIGNATION OF ADMINISTRATOR.** In order to originate ACH Entries, Customer must designate at least one **Administrator** (also called a "**Lead Administrator**" in this Agreement) who is authorized to enter into Transactions for the ACH Services under this ACH Agreement. Customer may appoint such Lead Administrator(s) by properly completing and executing Exhibit A to the Master Agreement. Subsequent to execution of the Master Agreement, Customer may change such designation from time to time by properly completing and executing a Subsequent Appointment of Lead Administrators form and submitting it to Bank for Bank's approval. Bank must have a reasonable time to act upon any such change. Administrator(s) shall be responsible for designating "**Users**" (also called "**Authorized Representative(s)**" in this Agreement) whom Customer

authorizes to issue Entries on its behalf. For the purposes of this ACH Agreement, the term "User" shall also include the Administrator. The Bank shall be entitled to rely on the designations made by the Customer's Administrator(s) and shall not be responsible for matching the names of the company Users designated by the Administrator(s) to names or titles listed in Customer's banking resolutions. Customer agrees that any Entries shall comply with Bank's Security Procedures (defined below in Section V), which are subject to change without notice to Customer. Although Bank is only required to act upon the instructions of the User(s), the Bank may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Customer to sign checks on Customer accounts. The signature cards and Account Terms or other depository agreement(s) establishing the authorized signatories for Customer deposit accounts are hereby incorporated by reference and made a part hereof.

**III. TRANSMISSION OF ENTRIES BY CUSTOMER.** User(s) shall initiate the debit or credit Entries in **Schedule A** hereunder on behalf of and selected by Customer. Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section VII. of this Agreement and required to initiate Entries under this Agreement, to be a User. User(s) shall transmit Entries to Bank in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be transmitted to Bank no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule, the current version of which is attached hereto and made a part hereof as **Schedule B**. Bank may change such Processing Schedule or any part thereof immediately without notice to Customer or as may be required by Law or the Rules. Notwithstanding the definition of "Business Day" in the Master Agreement, for the purposes of this ACH Agreement, "**Business Day**" means Monday through Friday, excluding federal holidays, and the "**Settlement Date**" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with the Rules. At Customer's request, Bank will provide Customer with information regarding federal holidays. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Customer's account or the ACH Processing Limit set forth in **Schedule D** to this Agreement or as Bank may otherwise direct. Bank may change any such ACH Processing Limit immediately and designate that such change will remain permanently or for a specified period of time. Customer may not reinitiate entries except as prescribed by the Rules.

A. "In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Customer and in process on any date for which settlement has not occurred with respect to credit Entries. An Entry will be considered to be "in process" from the time it is scheduled and approved through the end of the effective date of the Entry.

B. "Overlimit Entry" means an Entry the amount of which would violate any Processing Limit set by the Bank.

Customer agrees that Bank will not process an Overlimit Entry. Bank will suspend any Overlimit Entry submitted by Customer and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Customer acknowledges and agrees that any Overlimit Entry or other In-Process Entries suspended by Bank will not settle on their scheduled Settlement Date. If Customer wishes to initiate an Entry that would cause the amount of In-Process Entries to violate any Processing Limit set by the Bank, Customer may submit to Bank its request to initiate an Entry that otherwise would be an Overlimit Entry. Customer must submit its request at least 2 banking days prior to the

date on which Customer wishes to initiate the Entry that otherwise would be an Overlimit Entry. Bank may require from Customer financial or other information in connection with Bank's consideration of the request. Bank may grant or deny Customer's request at its sole discretion.

In addition to the foregoing, Bank generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in Bank's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the Transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Customer's Accounts. If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit Entry, Bank will notify Customer as promptly as practicable, but in no event later than 2 Business Days after its decision. Customer may not reinitiate entries except as prescribed by the Rules.

**IV. THIRD PARTY SERVICE PROVIDERS.** Customer may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder (“**Service Provider**”). If Bank requests, Customer agrees not to use a Service Provider to transmit files to Bank without first entering into Bank’s Third Party Service Provider Agreement. If Customer uses Service Provider to transmit Files to Bank and Customer and Service Provider have not entered into such a Third Party Service Provider Agreement, or if any such agreement does not so provide, Customer (a) agrees that Service Provider is acting as Customer’s agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank’s sole responsibility shall be to transmit Bank approved Transactions to the ACH Operator, and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank requires, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider (“**Service Provider Agreement**”). All of Customer’s obligations and responsibilities under this Agreement will apply to the Service Provider, whether or not a written Service Provider Agreement exists, and any separate agreement of Customer’s with the Service Provider must so provide. But if no such Service Provider Agreement exists, Customer will be responsible for ensuring that Service Provider performs all of Customer’s obligations and responsibilities under this Agreement. At Bank’s request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and, if Bank requires, the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider Agreement. IN ADDITION TO ITS OTHER INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER HEREBY INDEMNIFIES AND HOLDS BANK HARMLESS FOR ANY LOSSES, DAMAGES, FINES, ASSESSMENTS, COSTS AND EXPENSES INCURRED OR SUFFERED BY BANK OR ANY OTHER PERSON AS A RESULT OF OR ARISING FROM CUSTOMER’S USE OF SERVICE



PROVIDER, INCLUDING FINES OR ASSESSMENTS INCURRED UNDER OR PURSUANT TO THE RULES AND ATTORNEYS' FEES.

## V. SECURITY PROCEDURES.

A. The Customer shall comply with the “**Security Procedures**” described in **Schedule C** attached hereto and made a part hereof, all of which are required by Prosperity. Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, access identification code, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“**Security Devices**”) constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries. Customer authorizes Bank to follow any and all instructions entered and Transactions initiated using the Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a Transaction using the Security Procedures constitutes sufficient authorization for Bank to execute such Transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer’s deposit account maintained with Bank, and Customer agrees and intends that the submission of Transaction orders and instructions using the Security Procedures shall be considered the same as Customer’s written signature in authorizing Bank to execute such Transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all Transactions and activity otherwise initiated by User(s), to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

B. Customer agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to User(s). Customer agrees to instruct each User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Bank shall distribute any Security Devices to the Administrator and Bank shall otherwise communicate with the Administrator regarding Security Procedures. Customer’s Administrator shall have responsibility to distribute Security Devices to User(s) and to ensure the proper implementation and use of the Security Procedures by User(s). Where Customer has the ability to change or modify a Security Device from time to time (e.g., a password or access ID), Customer agrees to change Security Devices frequently in order to ensure the security of the Security Device. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than User(s) or if Customer believes that any ACH Transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Customer a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.

C. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Administrator(s) shall change or be revoked. Customer

shall recover and return to Bank any Security Devices in the possession of any User(s) whose authority to have the Security Device has been revoked.

D. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its sole judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

## **VI. PHYSICAL AND ELECTRONIC SECURITY.**

A. Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that as part of the foregoing obligation Customer shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

B. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its User(s), agents, or employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

C. In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices,

systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

**VII. INTERNATIONAL ACH TRANSACTIONS ("IAT").** This service not offered at this time. Therefore, any IAT will be considered to be a restricted Entry.

**VIII. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION.** Customer shall obtain an authorization ("**Authorization Agreement**") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Customer, and Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Bank, as defined in the Rules.

The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company's account:

| <i><b>SEC Code</b></i> | <i><b>Debit / Credit</b></i> | <i><b>Authorization Method</b></i>                                                                                                                                    |
|------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PPD                    | Debit or Credit              | Document signed by individual or similarly authenticated                                                                                                              |
| CCD, CTX               | Debit or Credit              | Document signed or similarly authenticated by Customer*                                                                                                               |
| POP                    | Debit Only                   | Check converted to electronic Transaction at the Point-of-Purchase. Signature is required on authorization form                                                       |
| BOC                    | Debit Only                   | In-person presented check converted to electronic Transaction during back office processing. Notice provided at point of check being tendered and purchaser takes it. |
| ARC                    | Debit Only                   | Check received via mail/courier and converted to electronic Transaction. Notice on statement for each Transaction                                                     |
| RCK                    | Debit Only                   | Notice equals authorization                                                                                                                                           |

\* *All Transactions from a business account must be CCD or CTX. Please see the CCD and CTX definition in Schedule A or refer to the NACHA Rules for a detailed explanation.*

**IX. PROCESSING, TRANSMITTAL, AND SETTLEMENT BY BANK.** Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall:

A. 1. Use commercially reasonable efforts to comply with the instructions of Customer,  
2. Process Entries received from Customer to conform with the file specifications set forth in the Rules,  
3. Transmit such Entries as an ODFI to the "ACH" processor selected by Bank,  
4. Settle for such Entries as provided in the Rules, and  
5. In the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section V.

B. Transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided:

1. Such Entries are completely received by Bank's cut-off time at the location specified by Bank to Customer from time to time;  
2. The Effective Entry Date satisfies the criteria provided by Bank to Customer;  
and  
3. The ACH processor is open for business on such Business Day.

Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer. The Customer will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto in accordance with the Rules.

**X. PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES.**

Customer agrees to pay for all credit Entries issued by Customer, User(s), or credit Entries otherwise made effective against Customer. Customer shall make payment to Bank on the date as determined by Bank in its sole discretion ("**Payment Date**"). Customer shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Bank ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") initially designated in **Schedule E** and which Customer may change from time to time in accordance with Bank's procedures, as payment for all payments due Bank under this Agreement. Customer shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due Bank under this Agreement on the Payment Date. In the event the Authorized Account or any other Customer bank account does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

A. Refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Customer, whereupon Bank shall have no liability to Customer or to any third party as a result thereof; or

B. Process that portion of the credit Entries as Customer has sufficient available funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process,

in which event Bank shall return the data relating to such credit Entries as are not processed to Customer, whereupon Bank shall have no liability to Customer or any third party as a result thereof; or

C. Process all credit Entries. In the event Bank elects to process credit Entries initiated by Customer and Customer has not maintained sufficient available funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Customer, if any, which Bank will determine in its sole discretion, unless prohibited by applicable law, shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

**XI. PRE-FUNDING.** Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 8:00 a.m. local time **Two (2) Business Days** before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

**XII. ON-US ENTRIES.** Except as provided in Section XIV, "Rejection of Entries," in the case of an Entry received for credit to an account maintained with Bank (an "**On-Us Entry**"), the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section IX.B.1, 2, and 3 are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

**XIII. RESERVES.** From time to time, Bank may evaluate Customer's Transaction activity for the purpose of establishing averages for Transaction frequency, amount, returns and adjustments. These evaluations may occur at least annually and may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Customer to satisfy underwriting criteria, which may without limitation require Customer to pledge Collateral or provide a personal guarantee of a principal or owner, or to require reserves with Bank calculated by Bank to cover Customer's obligations to Bank arising from ACH activities under this ACH Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank, if any, will be communicated directly to Customer from time to time. Customer agrees to establish reserves as required by Bank within a specified number of Business Days after receipt of a communication from Bank setting forth such number of days, the amount of required reserves, and the basis of calculation used to determine the amount of reserves. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of reserves within the time period specified by Bank in its communication to Customer.

**XIV. REJECTION OF ENTRIES.** Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Customer. Bank has no obligation to notify Customer of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability

to Customer for rejection of an Entry and shall not be liable to pay interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

**XV. CANCELLATION OR AMENDMENT BY CUSTOMER.** Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must comply with the Security Procedures as provided in Section V. of this Agreement. Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, in addition to Customer's other indemnification obligations herein, CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND ALL CLAIMS AND HOLD BANK HARMLESS FROM ANY LOSS, DAMAGES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, INCURRED BY BANK AS THE RESULT OF ITS ACCEPTANCE OF THE CANCELLATION OR AMENDMENT.

**XVI. REVERSALS OF ENTRIES.**

A. General Procedure. Upon proper and timely request by the Customer, the Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) as applicable, be accompanied by a Reversal/Cancellation Request form or the information required to be input electronically as directed by Bank, and comply with all of the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit File, its Authorized Account must contain collected and available funds in a sufficient amount to cover the reversal requested, and if not, it shall concurrently deposit into the Authorized Account an amount equal to that Entry or File. The Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

B. No Liability: Reimbursement to the Bank. Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Customer shall reimburse the Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Customer's request for reversal of an Entry.

**XVII ERROR DETECTION.** Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any Entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us" credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, in addition to all other indemnification obligations of Customer herein, CUSTOMER SHALL INDEMNIFY, DEFEND ALL CLAIMS, AND HOLD BANK HARMLESS FROM ANY LOSS, DAMAGES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, INCURRED BY BANK AS RESULT OF THE ERROR OR ISSUANCE OF DUPLICATE ENTRIES.

**XVIII. PROHIBITED TRANSACTIONS.** Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling Transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any Transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for Transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any Transaction or activity that Bank believes violates the terms of this Agreement.

**XIX. PRENOTIFICATION.** Customer, at its option, may send a prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Customer will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

**XX. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE.** Bank shall notify Customer by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Customer in accordance with the requirements of Section III., "Transmission of Entries by Customer," above, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry. Customer shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within three (3) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

**XXI. PROVISIONAL SETTLEMENT.** Customer 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 RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited, and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

**XXII. CUSTOMER REPRESENTATIONS AND WARRANTIES; INDEMNITY.** With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that:

A. Each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting 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 or debiting by Bank as provided herein,

C. Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth in **Schedule A**,

D. Customer shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN and any state laws, regulations, or orders applicable to the providers of ACH payment services,

E. Customer shall be bound by and comply with the provisions of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and

F. Customer shall ensure that any and all non-public personal information provided by Customer to Bank shall be secure and will not be disclosed to any unauthorized person.

Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

In addition to its other obligations of indemnification herein, the CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BANK, 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 (A) ANY BREACH OF ANY OF THE AGREEMENTS, REPRESENTATIONS OR WARRANTIES OF THE CUSTOMER CONTAINED IN THIS AGREEMENT; OR (B) ANY ACT OR OMISSION OF THE CUSTOMER OR ANY OTHER PERSON ACTING ON THE CUSTOMER'S BEHALF.

**XXIII. ADDITIONAL CUSTOMER WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES.** NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

**XXIV. INCONSISTENCY OF NAME AND ACCOUNT NUMBER.** The Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that the Customer's



obligation to pay the amount of the Entry to the Bank is not excused in such circumstances. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.

**XXV. PAYMENT FOR SERVICES.** The Customer shall pay the Bank the charges for the services provided in connection with this Agreement, as initially set forth in **Schedule F**. All fees and services are subject to change upon thirty (30) days prior written notice from the Bank or as may be required by applicable law as amended. Such charges do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Account Terms between the Bank and the Customer with respect to the Account.

**XXVI. AMENDMENTS.** Except as provided in Section XXV., the Bank may amend this agreement from time to time upon written notice to the Customer. In the event that performance of Services under this Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Bank is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Bank may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. The Bank shall have no liability to the Customer as a result of any such violation, amendment or termination. Any practices or course of dealings between the Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement or the Rules, nor shall they be construed as an amendment to this Agreement or the Rules.

**XXVII. DATA RETENTION.** The Customer shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Bank as provided herein, and shall provide such Data to the Bank upon its request.

**XXVIII. DATA MEDIA AND RECORDS.** All data media, Entries, security procedures and related records used by the Bank for Transactions contemplated by this Agreement shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon the Customer's request. Any expenses incurred by the Bank in making such information available to the Customer shall be paid by the Customer.

**XXIX. COOPERATION IN LOSS RECOVERY EFFORTS.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant Party may be obligated to defend or elects to pursue against a third party.

**XXX. ENTIRE AGREEMENT.** This ACH Agreement includes the Schedules attached hereto and made a part hereof (the "**Schedule(s)**"): Schedule A, "Customer Selected Standard Entry Class Code," Schedule B, "Processing Schedule," Schedule C, "Commercially Reasonable Security Procedures," Schedule D, "ACH Processing Limits," Schedule E, "ACH Originating Customer Information," Schedule F, "Service Fees." This Agreement (including the Schedules attached and the Master Agreement) together with the Account Terms, is the complete and exclusive statement of the agreement between the Bank and the Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank with respect to such subject matter. In the event

of any inconsistency between the terms of this ACH Agreement and the Account Terms, the terms of this ACH Agreement shall govern. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the Transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to the Customer as a result of such violation or amendment. No course of dealing between the Bank and the Customer will constitute a modification of this Agreement, the Rules, or the Security Procedures, or constitute an agreement between the Bank and the Customer regardless of whatever practices and procedures the Bank and the Customer may use.

**XXXI. WAIVER.** The Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other Transaction or modify the terms of this Agreement.

**XXXII. BINDING AGREEMENT; BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Customer hereunder.

**XXXIII. HEADINGS.** Headings are used for reference purposes only and shall not be deemed part of this Agreement.

**XXXIV. 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.

**XXXVI. RECITALS.** The Parties agree that the recitals on page one of this ACH Agreement in the introductory paragraphs are an integral part of their agreement and constitute contractual provisions binding them both.

**XXXVI. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without reference to its conflict of laws provisions, and applicable federal law.

**XXXVII. NOTICE OF FINAL AGREEMENT**

THIS WRITTEN AGREEMENT, PLUS THE OTHER AGREEMENTS REFERENCED HEREIN, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**XXXVIII. FACSIMILE AND ELECTRONIC ACCEPTANCE**

The individual(s) signing below represent that they are duly authorized to do so by and on behalf of Customer ("Authorized Signer(s)"). A facsimile or electronic copy of

this Agreement signed by an Authorized Signer shall constitute a valid and binding original for purposes of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Bank**

**Prosperity Bank**

By: \_\_\_\_\_

Name: Ryan Russell

Title: VP-Treasury Management Officer

Date: 6/23/2020

**Customer**

**Harris County ESD #1**

By:  \_\_\_\_\_

Name: Cathy Sunday

Title: President of Harris County ESD #1

Date: 6/23/2020

## Schedule A

### CUSTOMER SELECTED STANDARD ENTRY CLASS CODE

As used in the Agreement, the following\* are ACH Standard Entry Class Codes (SEC) approved for use by Customer (check all that apply), subject to any specific restrictions on the types of ACH Transactions that may be originated, which are identified by Bank below:

- ARC - Accounts Receivable Entry** - An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to NACHA Rules regarding items eligible for check conversion).
- BOC - Back Office Conversion** - During back office processing, an ACH debit is created from a check received at the point of check being tendered or received at a "manned" bill payment location for in-person payments. (Refer to NACHA Rules regarding items eligible for check conversion).
- CCD - Corporate Credit or Debit** - Either a credit or debit where funds are either distributed or consolidated between corporate entities. May have one addenda record attached (CCD+)
- CTX - Corporate Trade Exchange** - The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records. (up to 9,999 addenda records).
- POP - Point-of-Purchase** - ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers (check conversion). (Refer to NACHA Rules regarding items eligible for check conversion).
- PPD - Prearranged Payment and Deposit**
  - Direct Deposit** - The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
  - Direct Payment** - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- RCK - Re-presented Check** - An ACH debit application used by originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds. (Refer to NACHA Rules regarding items eligible for check conversion).
- EFTPS - Tax Payments**
- NACHA Import Batch**

\*The above SEC Codes are the most commonly-used and not an all-inclusive list.

Bank has identified the following ACH Transaction restrictions:

**IAT - International ACH Transaction** - A debit or credit Entry that is part of a payment Transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. (Refer to NACHA Rules for further definitional details)

## Schedule B

### Processing Schedule

#### Delivery of ACH Files:

- Internet transmissions  
The Customer may electronically transmit files to the Bank via Internet Banking System.
- Format and content of entries  
All files not submitted electronically via Bank's Internet Banking System must be submitted in NACHA format. The Customer should refer to Appendix Two in the NACHA Rulebook for specific formatting details.
- Timing of delivery  
Processing Deadline for:

#### **Credit Entries**

Transmission of a File – until 6:30 p.m. Central Time (Standard or Daylight) two (2) business days prior to Effective Entry Date<sup>1</sup>

#### **Debit Entries**

Transmission of a File – until 6:30 p.m. Central Time (Standard or Daylight) no less than one (1) business day prior to Effective Entry Date<sup>1</sup>

- Same Day ACH Credit Entries Only<sup>2</sup>

Transmission of a File - until 8:00 a.m. Central Time (Standard or Daylight) on or after the Effective Entry Date.

Transmission of a File - until 12:00 p.m. Central Time (Standard or Daylight) on or after the Effective Entry Date.

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<sup>1</sup>"Effective Entry Date" must be a Business Day or the file will be processed on the first business day following the effective date.

<sup>2</sup>Credit or Debit Entries with an Effective Entry Date of the date of or a date prior to the date of the transmission of the File shall be considered to be a Same Day ACH Entry and shall be subject to the Same Day ACH fee. IAT and Entries above \$100,000 are not eligible for Same Day ACH processing.

## Schedule C Commercially Reasonable Security Procedures

Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices, and related instructions provided by Financial Institution. If Customer believes or suspects that any such information has been accessed by an unauthorized individual, Customer will verbally notify Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

### **Data Security:**

Limiting access and securely storing ACH data used in the routing and settlement of ACH Transactions is a critical data security precaution. Customer's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, access IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

### **The following 3 commercially reasonable security procedures are required by Prosperity Bank ("Security Procedures"):**

1. **Access IDs and Passwords** Customer will require each Authorized Representative to maintain an Access ID and a Password, which must be used each time the Authorized Representative accesses the ACH Origination Services through Internet Banking.
2. **Secure Browser** As stated in Section II.B. of the body of this Agreement, Customer must download and use Secure Browser software as provided by Bank. Secure Browser is security software that works in conjunction with existing firewall and antivirus solutions to provide added protection to each Internet Banking session. The objective of Secure Browser is to enhance security by creating a tunnel between Users and Prosperity to reduce the risk of financial information being captured by cyber criminals.
3. **Security Tokens** Customer must use any and all Security Tokens provided by Bank.

**Schedule F  
SERVICE FEES**

Fee Schedule: Customer authorizes Bank to debit any of the following fees from Customer's Account from time to time as appropriate:

|                        |                                                                 |
|------------------------|-----------------------------------------------------------------|
| Initial ACH Setup Fee  | <b>\$50.00</b> _____                                            |
| ACH Service Fee        | <b>\$25.00</b> per month                                        |
| Batch Fee              | <b>\$7.50</b> per Batch                                         |
| Transaction Item       | <b>\$0.10</b> per item (Excluding Same Day ACH item)            |
| Same Day ACH           | <b>\$20.00</b> per Batch<br><b>\$ .25</b> per Same Day ACH item |
| ACH Returns            | <b>\$12.00</b> per item                                         |
| NOC                    | <b>\$3.00</b> per item                                          |
| Deletions or Reversals | <b>\$N/A</b> per occurrence or per file or per item             |
| Special Handling Fee   | <b>\$N/A</b> /hr. minimum 1 hour                                |

Other: \_\_\_\_\_

Schedule D

ACH Processing Limits

**Total Aggregate Exposure Limits**

Total Aggregate ACH Debit Limit \$N/A  
(The maximum amount of ACH files that can be originated over a processing period.)

Total Aggregate ACH Credit Limit ~~\$250,000.00~~ \$1,500,000 MM  
(The maximum amount of ACH files that can be originated over a processing period.)

**Total Same Day Limits**

Total Same Day ACH Credit Limit ~~\$250,000.00~~ \$1,500,000 MM  
(The maximum amount of ACH files that can be originated over a processing period.)

Total Same Day ACH Debit Limit \$N/A  
(The maximum amount of ACH files that can be originated over a processing period.)

Schedule E

ACH  
Originating Customer Information

Customer: Harris County ESD #1

Street Address: 2800 Aldine Bender

City, State Zip: Houston, TX 77032

Tax ID #: 76-0346249

Customer Phone Number: 281-416-8571

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

Primary Contact: Melissa Morton

Secondary Contact: \_\_\_\_\_

Authorized Account: 218987603

Authorized Account: \_\_\_\_\_

Authorized Account: \_\_\_\_\_





# PROSPERITY BANK<sup>®</sup>

## Treasury Management Services

### MOBILE BANKING AND MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

BY EXECUTING THIS MOBILE BANKING AND MOBILE DEPOSIT AGREEMENT OR ACCESSING THE SERVICES AS DESCRIBED HEREIN, CUSTOMER AGREES THAT IT WILL USE ANY AND ALL MOBILE BANKING AND MOBILE DEPOSIT SERVICES FOR BUSINESS PURPOSES ONLY AND THAT ANY DEPOSITORY ACCOUNTS OF CUSTOMER WITH PROSPERITY BANK UTILIZED IN CONNECTION WITH THESE SERVICES ARE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE.

This Mobile Banking and Mobile Remote Deposit Services Agreement (the "**MOBILE BANKING Agreement**") is made between Prosperity Bank ("**Prosperity**," "**Bank**," "**we**," "**us**," or "**our**") and Harris County ESD #1 ("**Customer**" or "**you**"), each a "Party." It supplements and modifies and is made a part of that Treasury Management Services Master Agreement (the "**Master Agreement**") between the Parties, which, along with all other agreements between Customer and Bank incorporated into the Master Agreement, is incorporated herein by reference for all purposes (for purposes of this Services Agreement, the Master Agreement and this MOBILE BANKING AND MOBILE REMOTE DEPOSIT Agreement together are referred to as the "**Agreement**"). Unless otherwise noted, capitalized terms herein will have the same meaning as in the Master Agreement. **THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT** (the "**Master Agreement**"), together with any and all applicable Service Terms (defined below), governs the provision of certain Treasury Management Products and Services (the "**Services**") to the customer whose signature appears below (as more fully defined below, "**Customer**") by Prosperity Bank, a Texas banking association ("**Bank**" or "**Prosperity**"). The "**Agreement**" (more fully defined below) will consist of this Master Agreement together with the Service Terms for any and all Treasury Management Services chosen or accessed by Customer.

#### 1. **MOBILE BANKING SERVICES**

The term, "**Mobile Banking**" or "**Mobile Banking Service**" or, for purposes of this Section 1 and the Master Agreement as it applies to the Mobile Banking Service, together with the Mobile Remote Deposit Service, the "**Service(s)**" means a suite of services that Prosperity makes available, enabling Customer to conduct banking transactions with Prosperity by using its Mobile Device. Prosperity reserves the right to change the Mobile Banking Software and other protocols that Prosperity allows for Mobile Banking at any time without prior notice.

**a. MOBILE BANKING IS PART OF YOUR PRIMARY ONLINE BANKING SERVICE**

The term, “**Internet Banking,**” or “**Online Banking,**” means the Internet Banking Service, through which Customer chooses to enroll in Mobile Banking. Except as specifically provided in this Section 1, those provisions will also apply to Mobile Banking. However, not all functions that are described in the Master Agreement or available at the Internet Banking Service website are available with Mobile Banking. All terms and conditions in Customer’s Master Agreement or on the Internet Banking Service’s website that limit or govern Customer’s use of Internet Banking functions will also limit and govern Customer’s use of those functions through Mobile Banking.

The same credentials that are in place for the Internet Banking Service shall also apply to Mobile Banking. Receiving electronic disclosures and notices on a Mobile Device(s) requires that the Mobile Device be an Internet-enabled Mobile Device that supports 128-bit encryption. In order to keep notices and disclosures sent to Customer electronically, Customer must have the ability to save them to its Mobile Device or computer, or to print them. Customer may also request a paper copy of an electronic notice or disclosure at no additional charge by calling Treasury Support at 855-888-2242.

**b. The Mobile Banking Service Generally**

**i. Mobile Banking Functions**

Prosperity may offer certain banking services through the Mobile Banking Service, in its sole discretion. To access the Mobile Banking Service and functions, Customer’s Mobile Device must be Internet enabled and connected to the Internet through its mobile communications service provider, be capable of sending and receiving SMS text messages, and satisfy any other applicable conditions of Prosperity. Customer must have at least one Account accessed by the Mobile Banking Service and be enrolled in both Prosperity’s Internet Banking Service and Prosperity’s Mobile Banking Service. Customer must enroll the particular Mobile Device(s) that it wishes to use with Mobile Banking. Customer must also un-register any Mobile Device(s) that Customer may no longer wish to be capable of using with Mobile Banking.

When Customer accesses Mobile Banking with its Mobile Device, Customer will see a menu of available Mobile Banking functions (*e.g.*, view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time Prosperity will add, and may modify or delete, particular Mobile Banking functions or geographic areas served by Mobile Banking. Prosperity may make such changes in functions or geographic service with or without prior notice. Prosperity reserves the right to refuse to make any Transaction that Customer may request through Mobile Banking.

**ii. Mobile Banking Service Availability**

In the case of a disaster, Customer’s Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall Prosperity be liable to Customer for unavailability of Mobile Banking Services, or Customer’s inability to access Mobile Banking or to execute Mobile Banking functions.

### iii. Fees Charged by Prosperity Bank

The fee for Mobile Deposit services is \$10.00 per month. Prosperity reserves the right to institute or change fees for Mobile Banking or Mobile Remote Deposit after sending Customer any legally required prior notice.

### iv. Mobile Device and Mobile Communications

Customer is responsible for providing its own Mobile Device that supports 128-bit encryption or other such basic functionality requirements as Prosperity may require from time-to-time. Mobile Banking Users must download, install and use certain Software systems and programs developed by Prosperity, its licensors or other third-parties. Prosperity is not responsible for any damage to Customer's Mobile Device resulting from those activities, and Customer will be engaging in those activities at its own risk. To download Mobile Banking Software, Customer should follow the instructions found in the Mobile Banking section of the Internet Banking Site. Depending on its make and model, Customer's Mobile Device may need to be capable of receiving an SMS text message to initiate the download. Customer is responsible for obtaining its own mobile communications service provider. Customer's mobile communications service provider may charge Customer for Internet-related use and for text (SMS) messages, so Customer should see its mobile carrier for further details about its charges. Customer is responsible for all fees and charges that Customer may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

Prosperity is not a party to, and has no duty, liability or responsibility with respect to or in connection with (i) Customer's mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service Customer may purchase from others relating to Customer's use of Mobile Banking. This Section 32. does not amend or supersede any agreements that Customer has with third parties (such as Customer's Mobile Device supplier and Customer's mobile communications service provider), and Customer remains subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Customer's Mobile Device supplier and its mobile communications service provider are responsible for their products and services. Customer agrees that any problems it may have concerning those companies' products, services or agreements shall be resolved by Customer directly with them, and without involving Prosperity. Customer agrees to implement promptly any updates to its Mobile Device or Mobile Banking Software. Customer agrees to notify Prosperity promptly in the event any of its Users terminates his/her employment or otherwise no longer needs or should have access to the Mobile Bank Service, or if any telephone number of any of its Users is changed so that Bank messages will not be delivered to an unintended recipient.

Customer's Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("**Malware**"). Prosperity is not responsible for advising Customer of the existence or potential effect of any Malware. Customer's use of its hardware and software is at Customer's own risk.

Customer provides its consent for Prosperity or its Service Providers to contact Customer or any of its Users for Account alerts, servicing, marketing and fraud prevention purposes, and any other purposes referenced in this Agreement. Customer agrees that Prosperity may communicate with Customer or its Users by means of SMS text messages, the Internet browser on Customer's Mobile Device, or Prosperity's app downloaded to the Mobile Device for information and alerts regarding the

Services or the Accounts. Customer understands and agrees that Account alerts will be sent to all registered Mobile Banking Users.

**v. Ownership and Mobile Banking License Rights Generally**

Customer agrees that Prosperity or its Service Providers retains all ownership and proprietary rights in the Mobile Banking Service and the Mobile Remote Deposit Capture Service, associated content, technology, and website(s). Customer's use of the Services is subject to and conditioned upon Customer's complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Customer's right to use the Service. Without limiting the restriction of the foregoing, Customer may not use the Services (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to Prosperity's business interests, or (iii) to Prosperity's actual or potential economic disadvantage in any respect. Customer may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

In connection with Customer's use of Mobile Banking Software, Prosperity and its Service Providers (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require Customer's agreement to certain license rights arrangements and/or end-user agreements ("**Licenses**"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, Customer will be evidencing its acceptance of the terms and conditions of those Licenses. Prosperity may also condition its use of Mobile Banking Software upon Customer's affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Prosperity and its Service Providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to Customer in this Agreement and under the terms of such Licenses. If Customer obtains a different Mobile Device, Customer will be required to download and install Mobile Banking Software to that different Mobile Device under the same terms as set forth in this Agreement. Customer agrees to delete all such Software from its Mobile Device promptly if the Licenses or this Agreement terminate for any reason. Prosperity reserves the right to change, add to, or terminate services with its third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. CUSTOMER'S USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

**vi. Lost or Stolen Mobile Device or Passcode; Reporting Unauthorized Transactions**

If Customer believes its Mobile Device, User ID, Passcode, and/or other approved access device or any Security Procedures have been lost or stolen, or that someone has transferred or may transfer funds from Customer's Account without Customer's authorization, Customer must contact Prosperity **AT ONCE** at (855) 888-2242. For additional information regarding Customer's and Prosperity's rights and responsibilities regarding unauthorized transactions, Customer should review its Master Agreement and its Account Terms.

**vii. Location-Based Information**

If Customer uses any location-based feature of the Service, Customer agrees that its geographic location and other related personal information may be accessed and disclosed via the Services. If Customer wishes to revoke the Service access to such geographic location information, Customer must cease using the location-based features of the Service.

**viii. Third Party Beneficiaries**

Customer agrees that Prosperity's third party Service Providers may rely upon Customer's agreement and representations, and that such Service Providers are intended third party beneficiaries to this Agreement, with the power to enforce this Agreement against Customer.

**c. MOBILE REMOTE DEPOSIT CAPTURE**

**i. Description.** The Mobile Remote Deposit Capture service ("**Mobile Remote Deposit Capture**") or, together with the Mobile Banking Service of which it is a part, the "**Service(s)**") provides Customer the ability to access and make deposits to its designated eligible Accounts using the Treasury Management Software for Mobile Remote Deposit Capture. The Mobile Remote Deposit Capture Service enables Customer to use a compatible handheld device to scan an image of an original paper check, as that term is defined in Regulation CC ("**Regulation CC**") promulgated by the Federal Reserve Board at 12 C.F.R. Part 229 ("**Original Checks**"), that is drawn on or payable through United States financial institutions (each a "**Check Image**") and to submit the Check Image and associated deposit information electronically to Prosperity from Customer's place of business or other remote location using the Software for deposit into a designated eligible Account for collection thereafter by Prosperity. A Check Image submitted to Prosperity electronically for deposit is not deemed received until Prosperity accepts and confirms receipt of Customer's Check Image deposit.

**ii. Conditions.** Customer's use of the Mobile Remote Deposit Capture Service is subject to, without limitation, these conditions and requirements:

To access the Mobile Remote Deposit Capture Service Customer must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.

Customer must request access to and qualify, and/or Prosperity must approve, Customer's request to use the Mobile Remote Deposit Capture Service.

Customer may scan and submit Check Images for deposit to Prosperity within the dollar limits ("**Deposit Limits**") established for Customer by Prosperity. Prosperity reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Remote Deposit Capture Service. If Customer exceeds the Deposit Limits established for Customer, Prosperity may in its sole discretion accept or refuse the Check Image deposit. If at any time Prosperity accepts a Check Image deposit that exceeds Customer's Deposit Limits, Customer will have no obligation to do so in the future. Prosperity may at any time in its sole discretion raise or lower Customer's Deposit Limits.

By requesting access to or using the Mobile Remote Deposit Capture Service, Customer authorizes Prosperity to provide Customer with access to all of the eligible Accounts Customer designates to participate in the Mobile Remote Deposit Capture Service. The following account types are currently eligible for the Mobile Remote Deposit Capture Service: checking, savings, and money market accounts.

**iii. Day of Deposit.** Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Prosperity. Customer agrees that items transmitted using the Mobile Remote Deposit Capture Service are not subject to the funds availability requirements of Regulation CC. Generally, Check Image deposits received by Prosperity prior to 6:00 p.m. Central Time are processed on the Business Day of receipt by Prosperity. Otherwise, Prosperity will consider the deposit to be made on the next Business Day it is open. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Prosperity is closed will be processed on Prosperity's next Business Day. Acknowledgment that Customer's Check Image deposit has been received by Prosperity does not mean that the Check Image deposit was received error free. The date of deposit is not necessarily the date of funds availability. Funds deposited using the Services will generally be made available in two (2) Business Days from the day of deposit. Prosperity may make such funds available sooner, in its sole discretion.

**iv. Confirmation of Receipt.** Prosperity will send a notice to Customer if Customer's Check Image deposit is rejected in whole or in part. Customer may verify receipt and the amount of its Check Image deposit credited to its Account by reviewing its statement online or by calling Treasury Support at (855) 888-2242.

**v. Endorsement and Scanning.** Customer agrees that when using the Mobile Remote Deposit Capture Service, Customer will:

(1) Properly endorse Original Checks as described below:

“For Mobile Deposit Only--Prosperity Bank”

Then followed by Company Name,

Then the last four (4) digits of Customer's Account number into which Customer is depositing the item;

(2) Then scan both front and back; and

(3) Customer will scan and deposit only Original Checks payable to Customer and which have been drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by Customer to its designated Account with Prosperity.

All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.

**vi. Ineligible Images.** Customer understands and agrees that Prosperity is not obligated to accept for deposit any Check Image that Prosperity, in its sole discretion, determines to be ineligible for the Mobile Remote Deposit Capture Service. Ineligible items include without limitation: Check Images of items drawn on banks or financial institutions located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by Regulation CC), Check Images with unreadable magnetic ink character recognition ("**MICR**") information, checks dated more than six (6) months prior to the date of deposit or dated after the date of deposit, non-cash items; items for which Customer is not a holder in due course; items payable to any person or entity other than Customer (i.e., no third party deposits); items containing apparent alterations to any of the information on the front of the check or item, or which Customer knows or suspects (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; items prohibited by Prosperity's current procedures relating to the Service or which are not acceptable under the Agreement; Original Checks or other items previously converted to a Substitute Check; checks or items that are Remotely Created Checks (as defined in Regulation CC); or checks or items that are not otherwise acceptable under the Terms of Customer's Account(s). The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulators' agency, clearing house or association. Customer acknowledges and agrees that even if Prosperity does not identify a Check Image as ineligible, the Check Image may be returned to Prosperity because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Prosperity's failure to identify a Check Image you transmit to Prosperity as ineligible shall not preclude or limit your Obligations.

**vii. Destruction of Checks.** Customer shall fully destroy each Original Check in its Check Image deposit ten (10) days following receipt and crediting of its Check Image deposit, or as Prosperity may otherwise instruct. Prior to destruction Customer will mark each item prominently as "void," and Customer shall maintain each Original Check in a secure location in a locked container. Prior to the expiration of the retention period, Customer will promptly provide any retained item or copy thereof to Prosperity as it may request to aid in the clearing and collection process or to resolve claims by third parties with respect to such item. Customer understands and agrees that each Original Check must be fully destroyed following any retention period so that it is unreadable, unusable, or otherwise undecipherable. If Customer uses a paper shredder, it will be at least a "cross-cut" shredder, and Customer understands it is one such method to assure destruction. Customer is responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.

**viii. Customer Responsibilities.** In addition to its other responsibilities under this Agreement, Customer will be responsible for the following:

Customer shall not alter any Original Check or Check Image and shall review each Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time Customer scanned the Check Image.

Customer shall submit to Prosperity only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

Customer shall destroy the Original Checks as described above.

Customer shall not submit to Prosperity or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into Customer's Account with Prosperity or which Customer previously submitted to and was accepted by any other person or entity for deposit.

Customer shall not deposit into its Account with Prosperity or any other deposit-taking institution, or otherwise negotiate or transfer to anyone, any Original Check that Customer submitted as a Check Image deposit to Prosperity, unless following receipt of Customer's submission, Prosperity notifies Customer that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

Customer shall use the Mobile Remote Deposit Capture Service only for its own business use in accordance with the terms of this Agreement. Customer shall not make the Mobile Remote Deposit Capture Service available or transfer its rights to use the Mobile Remote Deposit Capture Service for the benefit of any third party.

**ix. Rejected Checks.** If an Original Check deposited through the Mobile Remote Deposit Capture service is rejected, Prosperity will send Customer an Email notifying Customer of the rejected deposit, and "Recent Activities" on Customer's Mobile Device will indicate "rejected" for that particular deposit.

**x. Availability.** Prosperity's ability to provide the Mobile Remote Deposit Capture Service is conditioned upon the availability of the wireless or computer services and systems used in transmitting Customer's requests and Prosperity's response. Prosperity shall not be liable or responsible for any Loss or damage incurred due to the failure or interruption of the Mobile Remote Deposit Capture Service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Prosperity's control.

**xi. DISCLAIMER OF WARRANTIES.** For clarity, Section 15 will also apply to the Mobile Banking Service.

**xii. Limitation of Liability.** For clarity, Section 16 will also apply to the Mobile Banking Service.

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SIGNATURE PAGE

This Agreement has been executed and delivered by Customer as of the latest date set forth below. Each person signing below represents and warrants that he/she has read this Agreement and understands it and has the full authority to execute this Agreement on behalf of the Customer and that this instrument is a legally valid and binding obligation of the Customer.

Customer Name (Name of Business): Harris County ESD #1

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

Printed Name of Authorized Signer: Cathy Sunday \_\_\_\_\_

Title: President of Harris County ESD #1 \_\_\_\_\_

Date: \_\_\_\_\_

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

Printed Name of Authorized Signer: N/A \_\_\_\_\_

Title: N/A \_\_\_\_\_

Date: \_\_\_\_\_



# **PROSPERITY BANK<sup>®</sup>**

## **TREASURY MANAGEMENT SERVICES**

### **MASTER AGREEMENT**

**THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT** (the "**Master Agreement**"), together with any and all applicable Service Terms (defined below), governs the provision of certain Treasury Management Products and Services (the "**Services**") to the customer whose signature appears below (as more fully defined below, "**Customer**") by Prosperity Bank, a Texas banking association ("**Bank**" or "**Prosperity**"). The "**Agreement**" (more fully defined below) will consist of this Master Agreement together with the Service Terms for any and all Treasury Management Services chosen or accessed by Customer.

**REQUEST FOR SERVICES.** Customer is requesting the Services as indicated on Exhibit A, attached hereto and made a part hereof. Customer acknowledges that Customer has received, read and has agreed to the Service Terms and Conditions applicable to each requested Service. Customer may subsequently request additional Services by following Prosperity's procedures in effect at that time, including without limitation executing the Service Terms and any applicable request or informational forms for the Service(s) requested. Prosperity makes the Treasury Management Services available at Prosperity's sole discretion and only to individuals and entities that already maintain an Account with Prosperity, who request one or more Treasury Management Banking Services, who are approved by Prosperity, who consent to receive Treasury Management Service notices and communications electronically (except for Account statements and certain Account notices, unless Customer has provided a separate consent to receive electronic Account statements), and who read and accept this Agreement, including without limitation the provisions regarding Internet Banking Services. Customer will evidence that acceptance and agreement by having its Authorized Representative(s) execute this Agreement as provided below.

BY EXECUTING THIS AGREEMENT OR ACCESSING THE SERVICES AS DESCRIBED HEREIN, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY PROSPERITY FROM TIME TO TIME AS DESCRIBED BELOW. FURTHER, CUSTOMER AGREES THAT CUSTOMER WILL USE ANY AND ALL TREASURY MANAGEMENT SERVICES FOR BUSINESS PURPOSES ONLY AND NOT FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE.

**THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT** (the "**Master Agreement**"), together with each applicable Service Terms and Conditions ("**Service Terms**" or "**Service Agreement(s)**"), is between Prosperity Bank ("**Bank**" or "**Prosperity**") and Harris County ESD #1 ("**Customer**"), and governs the provision of selected Services to Customer by Prosperity, from time to time.

## 1. DEFINITIONS.

### A. Generally.

(1) "**Account**" refers to Customer's deposit, time or Loan account or accounts at Prosperity, which are subject to this Agreement and the Account Terms, and which Customer has designated to be used with the Service(s), whether one or more.

(2) "**Account Terms**" means the i) deposit account agreement (which may be titled, "Your Deposit Account Terms and Conditions," "Terms and Conditions of Your Account," or similar title), along with any Account disclosure information provided in connection with the Account at any time, ii) any Resolution entered into in connection with the Account, and iii) any pricing information or pricing lists made available to Customer, all as amended from time to time, which (1) have been issued by the Prosperity and (2) relate to the Account(s). The terms of the Account Terms are incorporated herein by reference and made a part of this Agreement for all purposes.

(3) "**Agreement**" means this Master Agreement, Service Terms and Service Authorization for each Service, the Account Terms, all information included on any application or other informational forms for any Service(s) requested by Customer (which information Customer represents and warrants is true, correct, and complete) and any and all applicable Service Addenda, schedules, set up forms, exhibits, fee schedules, and attachments, including all written amendments thereto ("**Documentation**"), between Customer and Prosperity or provided by Customer to Prosperity or Prosperity to Customer in connection with the Treasury Management Services (collectively, the "**Agreement**"). The collective Agreement comprises the entire agreement between Customer and Prosperity regarding each Service, from time to time. Unless otherwise required by applicable Law, Prosperity may change the terms of this Agreement at any time without notice to Customer; however, Prosperity will make commercially reasonable efforts to provide updates of this Agreement through the "Messages" feature of the Internet Banking Service, and Customer understands it is Customer's responsibility to check for such updates periodically; or Prosperity may make them available to Customer in other ways Prosperity deems appropriate. Customer understands and agrees that by continuing to use the Service after the effective date of any change, Customer is deemed to have accepted that change.

(4) "**Administrator**" refers to the Customer's personnel, employee(s), agent(s) or other individual(s) designated by Customer or the Lead Administrator on behalf of the Customer, including without limitation by electronic means, authorized by the Customer or the Lead Administrator (by course of dealing or otherwise) to (i) conduct Transactions through the Services, (ii) designate Associates and their authority for performing certain tasks relating to the Services, and (iii) set up and manage User Accounts for the purposes described in the preceding clause, or otherwise act on behalf of the Customer relating to the Services and/or the Account(s).

(5) **“Associate”** refers to the Customer’s personnel, employee(s), agent(s) or other individual(s) designated by Customer, the Lead Administrator, or an Administrator and authorized to conduct certain tasks through the Services or otherwise act on behalf of the Customer relating to the Services and/or the Account(s).

(6) **“Available Funds”** means the total of collected funds in the Account as of the close of business on a Business Day, determined in the manner Prosperity generally provides credit for deposited items.

(7) **“Business Day”** refers to any day during which the main office of Prosperity is open for substantially all of its banking functions, in accordance with specified cut-off times, and during which Prosperity is able to download Customer’s information and process transactions. A Business Day does not include Saturday, Sunday, or federal or state holidays.

(8) **“Central Time”** means Central Standard Time or central daylight savings time, as the case may be.

(9) **“Collateral”** means all of Customer’s rights, title and interest in and to the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Prosperity’s custody or control; (b) any other collateral described in any security instrument securing the obligations of Customer to Prosperity under this Agreement or any other obligation of Customer to Prosperity (except any collateral securing an obligation where a lien was taken pursuant to the authority of Texas Constitution Section 50(a); and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

(10) **“Customer”** means the individual(s) or person whose signature appear(s) on this document and each person that accesses any Service (or if an entity, whose representative(s) access any Service on its behalf) and each owner of the Account(s) accessed by any Service, including without limitation, if Customer is an entity, any and all subsidiaries and affiliates of Customer.

(11) **“Event Beyond Prosperity’s Control”** means an act of God or public enemies, terrorism or terrorist act, civil war, insurrection or riot, fire, flood, hurricane or other windstorm, explosion, earthquake or serious accident, strike, labor trouble, computer system hackers, or any other cause beyond Prosperity’s reasonable control.

(12) **“Law(s)”** or **“Applicable Law(s)”** means any or all statutes, regulations, opinions, or ordinances and rules of the automated clearinghouse associations, as applicable.

(13) **“Loan”** means any line of credit or other loan provided to Customer by Prosperity as part of a Service or an Account.

(14) **“Loss(es)”** means any liability, expense, or damage resulting from an act, omission, or event.

(15) **“Mobile Device”** means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by Prosperity (**“Mobile Banking Software”**) that Customer has downloaded in order to conduct Mobile Banking Transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols Prosperity may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). Prosperity reserves the right to change the Mobile Banking Software and other protocols that it allows for Mobile Banking at any time without prior notice.

(16) **“Obligation(s)”** means all obligations of payment or performance Customer has relating to Services offered by Prosperity, including but not limited to foreign exchange transactions, overdrafts and shortfalls of any kind, no matter how arising, as well as obligations to pay fees, to provide information, to make accurate representations and to provide security or Collateral.

(17) **“Passcode”** means a string of words or characters for individual authentication and access to a Service that Customer, its Administrator(s), or its Associates create and maintain. This Agreement or the System may refer to it as a **“Password”** or a **“Verification Code”** or an **“Activation Key.”**

(18) **“Periodic Bank Statement”** or **“Bank Statement”** refers to (i) each periodic Account statement issued by Prosperity, (ii) any written, verbal or electronic advice to Customer from Prosperity or (iii) any electronic report produced through one of Prosperity’s Viewing and Reporting Services to which Customer subscribes.

(19) **“Service”** refers to each Treasury Management Service selected by Customer to be provided by Prosperity, from time to time, through the System or otherwise, pursuant to the Agreement.

(20) **“Service Authorization”** refers to the Customer’s order for Service, executed or transmitted by Customer, containing information specific to the Service, including without limitation, the Service options and Administrator and/or Lead Administrator information designated by Customer, from time to time. Each Service Authorization is made part of the Service Terms to which it relates.

(21) **“Service Provider(s)”** refers to any third party service provider that Prosperity may engage to perform the functions and services included in any Service Customer may choose or access, including without limitation, any remote deposit capture services provider, any Treasury Management Software licensor or provider, any payment system service provider, any electronic funds network service provider, or any Bill Pay service provider.

(22) **“Service Terms and Conditions”** (or **“Service Terms”** or **“Service(s) Agreement(s)”**) refers to the contractual terms specific to a Service requested by Customer. The Service Terms for Treasury Internet Banking Service, Bill Pay, and Mobile Banking Service are set forth in this Master Agreement at sections 31, 32, and 33 below. Other Service Terms may be set forth in separate documents.

(23) **“System”** refers to Prosperity’s Internet or other system(s) necessary for delivery of the Treasury Management Services, including the software and hardware necessary to implement and

use the Systems.

(24) **“Lead Administrator”** refers to Customer’s personnel, employee(s), agent(s) or other individual(s) authorized by Customer (and who may sometimes be the Customer) to (i) enter into Transactions (and instruct Prosperity to enter into Transactions) and access data available through the System, (iii) designate Administrators and Associates, and (ii) set up and manage User Accounts for the purposes described in the preceding clause, including without limitation managing administrator rights. Customer may designate Lead Administrators by properly completing and executing Exhibit A attached hereto or as Prosperity otherwise directs, if Customer is changing its previous designation. The Lead Administrator is responsible for a broad scope of changes and may or may not be an owner of the Customer Account(s), but the Lead Administrator is an Administrator of Customer.

(25) **“Transaction(s)”** means the instruction, order, entry and any other communication sent by or purportedly sent by Customer, a Lead Administrator, an Administrator, or an Associate to Prosperity in connection with a Service.

(26) **“Treasury Management Software”** or **“Software”** means software that is part of Treasury Management Service(s) or is connected with Customer’s use of the Treasury Management Services, including without limitation any third party software required by Prosperity to be downloaded by Customer in connection with the Security Procedures or other purpose.

(27) **“User”** refers to any person who or that accesses a Service or the System.

(28) **“User Account”** means an account on the System, set up by a Lead Administrator or Administrator, which allows a User to access the System for purposes of entering into Service Transactions.

(29) **“User ID”** means a user access or identification code for access to a Service that Customer, a Lead Administrator, an Administrator, or its Associate(s) create and maintain.

(30) **“Viewing and Reporting Services”** means the portion of any Service that allows Customer to view information and, if enabled by Prosperity, communicate and/or perform Transactions relating to that Service by internet access.

**B. Internet Banking Services.** In addition to the definitions above, the following definitions apply to Internet Banking Services.

(1) **ACH Network:** means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

(2) **Affiliates:** are companies related by common ownership or control.

(3) **Available Balance:** The Current Balance of the Account minus any and all Holds, and Memo Posted Debits plus Memo Posted Credits. If Customer has a line of credit related to Customer’s Account, the Available Balance figure may also include any unused, available credit on Customer’s line of credit if Customer has requested and Prosperity has approved and implemented such functionality.

(4) **Bill Pay or Bill Payment Service:** Prosperity's online bill payment service that can be used to send payments to payees such as companies, bill collectors, and individuals.

(5) **Bill Payment or Payment:** The payment to be made by the Bill Payment Service in accordance with and as described in Section 32., "Bill Pay – Terms and Conditions," below.

(6) **Business Customer:** Anyone other than a Consumer who owns an Account with respect to which the Service is requested for business purposes.

(7) **Consumer or Consumer Customer:** A natural person who owns an Account and who uses the Service primarily for personal, family, or household purposes.

(8) **Current Balance:** The Account balance that is the result of the total debit and credit activity as of a specific date and time for the Account.

(9) **Eligible Transaction Account:** is a transaction Account from which Customer's payments will be debited, Customer's Service fees, if any, will be automatically debited, or to which payments and credits to Customer will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit Account, or credit card account, including any required routing information that Customer has with Prosperity.

(10) **Hold:** A restriction on payment of all or any part of the balance in an Account.

(11) **Memo Posted Credits:** Any pending credits posted to the Account for a given Business Day. For example, ACH credit transactions and wire transfers.

(12) **Memo Posted Debits:** Any pending debits posted to the Account for a given Business Day. For example ACH debit transactions, wire transfers, and teller cashed checks.

(13) **Payment Instruction:** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

(14) **Payment Network:** means a debit or credit network (such as the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.

(15) **Service Guarantee:** The amount for which Prosperity's Service Providers will bear responsibility in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date. See Section 32.d., "The Service Guarantee," below for further details.

(16) **Site:** Prosperity's website through which the Internet Banking Service is provided.

**C. Bill Pay Services.** In addition to the definitions above, the following definitions apply to Bill Pay Services.

(1) "**Biller**" is the person or entity to which Customer wishes a bill payment to be directed or is the person or entity from which Customer receives electronic bills, as the case may be.

(2) "**Billing Account**" is the checking Account from which all Service fees will be automatically debited.

(3) "**Due Date**" is the date reflected on Customer's Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

(4) "**Eligible Transaction Account**" is as defined in Section 33.a.ix. above.

(5) "**Exception Payments**" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

(6) "**Payment Instruction**" is the information provided by Customer to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

(7) "**Scheduled Payment**" is a payment that has been scheduled through the Service but has not begun processing.

(8) "**Scheduled Payment Date**" is the day Customer wants Customer's Biller to receive Customer's bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Unless otherwise noted, capitalized terms shall have the meanings provided in this Master Agreement and those provided for each respective Service in each Service Term and any relevant Service Authorization.

## 2. SCOPE AND DELIVERY OF SERVICES.

With respect to any Service being provided by Prosperity to Customer at the time this Agreement is entered into, this Agreement shall prevail over any conflicting provision of any prior agreement relating to any Service. In the event of any conflict between the Master Agreement and any Service Terms, the Service Terms shall prevail with respect to the particular Service. Unless otherwise specifically agreed in writing between Prosperity and Customer, Customer consents to receiving information, notices, and communications (except for Account statements and certain Account notices, unless Customer has provided a separate consent to receive electronic Account statements) concerning the Treasury Management Services as follows:

- (i) electronically, including but not only by electronic mail ("**Email**") or,
- (ii) if the Service has been enabled by Prosperity for Customer to conduct Transactions by using a Mobile Device, by mobile delivery ("**Mobile Delivery**"). To obtain the Mobile Banking Service, Customer must request such ability and comply with Prosperity's requirements for such ability, including without limitation the Mobile Banking Service Terms and Conditions set forth below at Section 32 and, if requested by Prosperity, execute any additional agreements.



Customer must provide its Email address and/or any other information for receiving such communications and notices when requested by Prosperity (being an “**Electronic Address**”) and, if any Service is being provided by Mobile Delivery, information requested by Prosperity about Customer’s Mobile Device(s). Customer is solely responsible for immediately updating its Electronic Address or Mobile Device Information if it changes. If Customer needs assistance, Customer will call (855) 888-2242. All communications and notices by Prosperity shall be deemed given and received by Customer immediately upon being sent to the Electronic Address or Mobile Device Information Customer has most recently updated. See below at Section 33.b.iv. for more details relating to Mobile Delivery communications, including text messages. Many communications and notices may also or instead appear in one or more of Customer’s Account statements. Unless specifically required by Law, or unless Customer has not provided its separate consent to receive electronic Account statements, or unless Prosperity has specifically agreed in writing with Customer otherwise, Prosperity is not obligated to provide any communication or notice to Customer by regular mail or by any means other than electronic transmission. ***Customer also provides, for itself and on behalf of any and all Administrators and Associates, its express consent to receive messages from Prosperity providing information about new or existing features of Treasury Management Services or other products or services provided by Prosperity that may be included in the Services or on or with Customer’s Account statements or messages Prosperity may send to Customer’s computer system.*** **PROSPERITY SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM NONDELIVERY, DELAYED DELIVERY, OR WRONG DELIVERY OF AN EMAIL SERVICE, INACCURATE CONTENT IN ANY NONBANK EMAIL, ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE OF ANY EMAIL OR ITS CONTENTS BY CUSTOMER TO ANY UNAUTHORIZED PERSON, OR CUSTOMER’S USE OR RELIANCE ON ANY EMAIL SERVICE FOR ANY PURPOSE.**

**3. ACCOUNT(S).** To use any Service, Customer must establish and/or maintain one or more Account(s) at Prosperity, and by executing this Agreement, Customer agrees to the Internet Banking Services Terms and Conditions at Section 31 below so that Customer may utilize Prosperity’s Internet Banking Services. Customer must also establish a User ID accepted by Prosperity, and a Passcode. Credits and debits associated with Customer’s Transactions using any Service will be made to and from the Account(s). Customer will fund each Account, from time to time, with sufficient Available Funds to pay for all (i) Transactions; (ii) transfers from the Account; and (iii) fees, charges, and any other amounts due and owing to Prosperity by Customer (“**Fees**”), and any affiliate or subsidiary of Customer. All Services involving Customer’s Accounts at Prosperity are subject to the Account Terms and availability schedules in effect from time to time, provided that in the event of any conflict between this Master Agreement, the Service Terms and Account Terms, this Master Agreement and the Service Terms for the relevant Service shall prevail. Customer acknowledges receipt of the Account Terms.

IN THE EVENT ANY WRITTEN INSTRUCTIONS FROM CUSTOMER TO PROSPERITY WITH RESPECT TO ITS ACCOUNT(S) REQUIRE TWO OR MORE SIGNATURES TO ACCESS AN ACCOUNT, CUSTOMER UNDERSTANDS AND AGREES THAT PROSPERITY CANNOT ACCOMMODATE ANY SUCH TWO-SIGNATURE REQUIREMENT, AND ANY ONE ADMINISTRATOR SHALL HAVE THAT SAME ACCESS AND RIGHTS THROUGH THE USE OF THE SERVICES.

#### **4. EQUIPMENT AND SOFTWARE; INTERNET ACCESS.**

**4.1 Equipment; Software.** If any Service requires equipment or Software to be operated by Customer, the provision of the Service by Prosperity is conditional on the proper installation, configuration, use and maintenance of such equipment or Software by Customer. Prosperity is not responsible for any damage to Customer's computer system(s) resulting from those activities, and Customer understands and agrees that it will be engaging in those activities at its own risk. Except for any Software specifically required by Prosperity, Customer is solely responsible for the selection, purchase or lease and maintenance of its computer equipment and Software, including completing mandatory maintenance procedures recommended by the manufacturer or provider or any directed by Prosperity, and its compatibility for use where required in connection with any Service. Customer is responsible for obtaining its own internet service provider, who may charge Customer for internet-related use. Prosperity is not a party to, and Prosperity has no duty, liability, or responsibility in connection with Customer's internet service provider agreement or any computer device, including but not only Customer's Computer, or service that Customer may purchase from others relating to Customer's use of the internet. Customer understands it is responsible and Prosperity is not responsible for meeting the terms and conditions of and paying the fees and charges required by any such agreements, and that Customer's internet service provider and the providers of its hardware and Software products that enable Customer to access and use any Service are responsible for their products and services. Customer understands and agrees that it uses those products and services at its own risk, and that Customer will resolve any problems it may have concerning those products and services directly with the providers of those products and services without involving Prosperity.

**4.2 System and Services Availability and Force Majeure.** Prosperity will use commercially reasonable efforts to make the Treasury Management Services available for Customer's use on a continuous basis. However, Prosperity and its third party Service Providers cannot guarantee functionality of any Service (or any Treasury Management Service Software) or that Customer will have continuous access or continuous or error-free operation of any Service. A Service may be temporarily unavailable for regular or emergency system maintenance. Prosperity will endeavor to have scheduled maintenance occur during non-peak hours, but Prosperity may conduct maintenance at any time. In addition, Prosperity will not be responsible for failure of any Service to perform under this Agreement resulting from any Event beyond Prosperity's Control. Even so, Prosperity will use commercially reasonable efforts to re-establish a Service in those instances. As further described in Section 16 (Limitation of Liability) below, Prosperity shall not be liable or have any responsibility of any kind for any Loss or damage incurred or suffered by Customer in the event of any failure or interruption of such Services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Prosperity.

#### **5. SECURITY PROCEDURES; CUSTOMER AUTHORIZATION AND OBLIGATIONS.**

**5.1 Customer Acknowledgment and Authorizations.** Customer acknowledges: (i) the inherent risks and responsibilities associated with conducting business via the Internet; (ii) that it is responsible for maintaining all equipment necessary or appropriate for its access to and use of the Internet, System and Services; (iii) that it is authorizing Prosperity and its affiliates to allow access to its Accounts via the Internet; and (iv) it is authorizing Prosperity, and any Service Provider, to serve as agent in processing Transactions received from Customer through the System and to post such Transactions to the Accounts. If Customer is opening an Account concurrently with obtaining these

Treasury Management Services, Customer affirms and agrees that it has received and understands all signature card rules and regulations, the Account Terms, and all other Account documentation Prosperity has provided in connection with the opening of the Account, and Customer acknowledges that this Agreement is in addition to any of those agreements and disclosures.

## 5.2 Account and Service Security.

**(a) Security Procedures.** Prosperity may require or recommend that certain procedures, including without limitation, assigning to Customer or requiring Customer to create confidential Passcodes, logon identifications, codes, encryption, user or personal or location identification numbers, repetitive codes, tokens, dual control, dedicated computer, virus and malware protection, and other security devices, systems and software (collectively, the "**Security Procedures**"), designed to verify the origination (but not errors in transmission or content) of Transactions must be used in connection with Services, all of which are incorporated herein by reference. Customer acknowledges that the Security Procedures offered by Prosperity provide Customer a commercially reasonable degree of protection against unauthorized access and Transactions. Prosperity reserves the right to require or recommend new Security Procedures and/or cancel or change any Security Procedures from time to time. Customer agrees to the Security Procedures used by Prosperity in connection with the Service. Such Security Procedures offered by Prosperity are described herein, in the Service Agreement for a particular Service, and in related instructions and communications applicable to the Service provided online or otherwise by the Prosperity.

**(b) Customer Obligations as to Security Procedures.** Customer is responsible for all payments, transfers, or other transactions Customer or its Administrator(s) or Associates authorize using the Service. If Customer permits other persons to use any Service or its Computer or its Mobile Device to access the Service, Customer is responsible for any transactions such persons perform or authorize. If any person authorized access through any Service, including without limitation the Internet Banking Service, Mobile Banking Service, or Mobile Remote Deposit Capture Service, to conduct transactions on any Account is no longer authorized, it is Customer's responsibility to notify Bank immediately. Prosperity shall not be liable or responsible to Customer for any Transactions conducted on an Account by any person whose authority to conduct Transactions is no longer in effect until Prosperity is expressly notified. Use of Prosperity's normal Security Procedures for maintaining confidentiality and security of information constitutes fulfillment of Prosperity's obligations to exercise due care.

With regard to the Services, Customer agrees to the Security Procedures required or recommended by Prosperity in connection with such Services. Such Security Procedures offered by Prosperity are described herein and in related instructions and communications applicable to such Services provided online or otherwise by Prosperity. As part of the Security Procedures, Prosperity may employ various authentication technologies, including, but are not limited to, use of User IDs, Passcodes and other "**Additional Authentication Information**" ("**AAI**") that Prosperity may require Customer to provide at Prosperity's sole discretion. Prosperity employs various security and authentication technologies to ensure that Customer is communicating directly with Prosperity, and also to ensure that Customer's Computer or Mobile Device is communicating with a legitimate Prosperity computer. Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. CUSTOMER UNDERSTANDS AND AGREES THAT IT WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ITS USER ID AND PASSCODE AND

ANY AAI PROVIDED BY PROSPERITY, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL IT WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.

If Customer has reason to believe that any Security Procedure has or may have become known by unauthorized persons, Customer shall immediately notify Prosperity by telephone at (855) 888-2242 and confirm such oral notification in writing to Prosperity within twenty-four (24) hours of the oral notification. Prosperity will replace the Security Procedures in accordance with Prosperity's standard security requirements related to the Services. To the maximum extent permitted by applicable Law, Customer will be solely liable for all Transactions initiated before Prosperity has received such notification and has had a reasonable opportunity to act on such notification. Prosperity reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to Customer. Customer agrees that its use of the Services after Prosperity provides notice of such changes constitutes its acceptance of the new Security Procedures. Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Prosperity is not agreeing to any security procedures or other procedure for the detection of errors. Customer represents that for the Services requested, Customer considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of Transactions Customer anticipates initiating or requesting.

No Prosperity employee, nor any company affiliated with or a third party service provider of Prosperity, will contact Customer via Email or phone requesting Customer's ID, Passcode or any AAI. If Customer is contacted by anyone requesting this information, CUSTOMER MUST NOT GIVE ANY OF ITS INFORMATION OUT, and Customer must contact Prosperity immediately at (855) 888-2242 to report the details of the incident.

Customer agrees to follow any and all instructions provided by Prosperity for setting up or implementing Security Procedures and measures, whether initial Security Procedures and measures or any that Prosperity may request or recommend or require subsequent to initial setup for the Services. Customer assumes all risk of inadvertent disclosure or use of Security Procedures by any party whatsoever, whether such disclosure or use is, directly or indirectly, caused by Customer's negligence or deliberate acts or otherwise. Prosperity is not responsible for Customer's actions or negligence in setting up its security access to the Services or designating or allowing Administrators or Associates or other Users access to the Services or assigning Passcodes to them. The Customer will, and the Customer will ensure that each Administrator and Associate will, keep each Passcode strictly confidential and not make any Passcodes available to any other persons. Customer will change the Passcodes of any Administrator or Associate immediately if Customer suspects that the Administrator's or Associate's Passcode has been compromised. Customer will not, and Customer will ensure that no Administrator or Associate will, disclose any information pertaining to the use or the components of the Services to any other persons. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS RESPONSIBLE FOR ITS ACTIONS AND THE ACTIONS OF ANY AND ALL ADMINISTRATORS, ASSOCIATES, AND USERS OF THE SERVICES, INCLUDING BUT NOT ONLY FOR ANY PAYMENTS, TRANSFERS, OR OTHER TRANSACTIONS CUSTOMER OR ANY ADMINISTRATORS OR ASSOCIATES AUTHORIZE USING THE SERVICE. CUSTOMER AGREES TO ENSURE THAT ALL ADMINISTRATORS AND ASSOCIATES UNDERSTAND AND COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER

UNDERSTANDS IT IS RESPONSIBLE FOR ALL ACTIVITY OF ANY ADMINISTRATOR OR ASSOCIATE EVEN IF SUCH ADMINISTRATOR OR ASSOCIATE EXCEEDS CUSTOMER'S AUTHORIZATION.

- (i) **Administrators.** Customer shall not disclose Security Procedures except to Administrators. Customer is solely responsible for the naming of any Administrator, specifying those Accounts and Services to which each Administrator shall have access, and monitoring their capabilities and their actions, including without limitation being responsible for any such actions taken by a Lead Administrator. Prosperity shall have no responsibility for maintaining any records regarding the identity of the Administrator or of the Services to which each Administrator has access. Prosperity shall have no knowledge of any Passcode or similar personal code established by each Administrator after initial log in using Prosperity's assigned starting Passcode. Administrators will continue to be authorized until Customer revokes the authority in writing, Prosperity has received such writing, and has had a reasonable opportunity to act upon it.
  
- (ii) **Lead Administrator.** When available in connection with a Service, Customer will appoint a Lead Administrator(s). Administrators named as Lead Administrators have the ability to (i) add Administrators to the System for the purpose of entering into, originating, approving, creating Transactions using the System, accessing Customer data and/or entering into any other Transaction which can be originated, transmitted, or accessed through or using the System; (ii) remove, eliminate or modify the access or authority granted to any Administrator, including without limitation access to a Service, (iii) approve, limit or modify (w) the data an Administrator may access, (x) the type of Transactions an Administrator may originate, (y) the Account(s) that an Administrator may access and (z) the dollar amount of Transactions an Administrator is authorized to originate or approve, and (iv) override the Passcode of any of the Customer's other Administrators. The Lead Administrator will also have the authority to designate those Associates who may utilize the Mobile Banking Service or Mobile Remote Deposit. Administrator permissions are assigned individually by a Lead Administrator. Prosperity recommends that Customer designate additional Lead Administrator(s) to serve as back-up Lead Administrator only in the event that the primary Lead Administrator is unavailable or unable to perform their duties. If Customer designates a Lead Administrator, then the resetting of Administrator Passcodes and credentials must be done by the Customer's Lead Administrator, and Prosperity shall have no liability resulting from its refusal to reset an Administrator's Passcode or an Administrator's inability to access the System.
  
- (iii) **Passcode Maintenance:** Customer shall establish a unique User ID and Passcode or credentials for each Administrator, Associate, and/or Lead Administrator and develop adequate internal procedures to prevent the disclosure of the Passcode or credentials to other persons and to prevent unauthorized use. Prosperity shall have no knowledge of the Passcode or credentials established for each Administrator, Lead Administrator, or Associate and shall have no responsibility for ensuring compliance with Customer's procedures for protecting the confidentiality of the Passcode(s). The Customer is solely responsible for the risks associated with the disclosure of the Passcode or credentials and any unauthorized use of Services, and Prosperity is fully protected in performing any Transactions entered using a valid Passcode, whether or not the person actually entering such Transaction is authorized by the Customer. Prosperity recommends that Customer and any of its Administrator(s) refrain from disclosing or sharing Passcode or credential information with others, including others employed by

Customer and other Administrators or Associates of Customer. Any Transaction originating from a User Account on the System shall be deemed a Transaction by Customer, and Customer is fully responsible for such Transaction.

- (c) **Customer Obligations as to Account Security; Fraud.** Customer understands and will train its Administrators and Associates so they understand that no Prosperity employee, nor any company affiliated with Prosperity or a third party Service Provider of Prosperity will contact Customer by Email or phone requesting Customer's or any Administrator's or Associate's Passcode, or any Security Procedures. If Customer is contacted by anyone requesting such information, CUSTOMER WILL NOT GIVE ANY OF ITS INFORMATION OUT, and Customer will contact Prosperity immediately to report the details of the incident. As applicable, please see Prosperity's Privacy Notice on its website for details regarding the safekeeping of Customer's personal information.

Customer also agrees to (i) keep all Security Procedures and/or information, including without limitation, User IDs, Passcodes, or other security codes strictly confidential, disclosing them only to trustworthy employees who have access to them in order to perform their employment duties; (ii) instruct those employees that they are not to disclose User IDs, Passcodes or other security codes to any other person or entity; and (iii) establish and maintain all procedures necessary to assure the User IDs, Passcodes and other security codes will be maintained in strictest confidence. Customer further agrees to notify Prosperity immediately if its User IDs, Passcodes or other security codes become known to an unauthorized person or if Customer believes they have become known to an unauthorized person. Customer understands and agrees that the Security Procedures are to be used to verify the authenticity and validity of communications received by Prosperity in Customer's name and are not intended to detect errors in such communications.

Customer is responsible for protecting its Accounts and the Services used by Customer, and for combating fraud and the unauthorized use of Accounts. Customer represents and warrants that Customer will maintain and enforce effective policies and procedures to monitor and control the secure use of its Accounts and the Services including, but not limited to: (i) ensuring that User IDs, Passcodes, Security Procedures, access devices and account numbers are disclosed only to Administrators; (ii) controlling the use of Internet access, software, scanning equipment and other systems and devices used in Transactions; (iii) training personnel on the proper use of the System and Services and fraud prevention measures, particularly in connection with mobile and internet access, and e-mail; and (iv) controlling check stock, mechanical signing devices and Account information, and (v) following the Security Procedures required, requested, or recommended by Prosperity, as they may change from time to time. **CUSTOMER AGREES TO MAINTAIN CURRENT AND UPDATED ANTI-VIRUS AND OTHER SECURITY RELATED SOFTWARE IN ALL CUSTOMER COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY CUSTOMER OR ON CUSTOMER'S BEHALF.**

- (d) **Customer Obligations as to Online Reporting.** Customer acknowledges that Prosperity offers products and Services which may reduce Account fraud and unauthorized use of Services, including Positive Pay Services and debit blocking tools. Prosperity also offers a variety of online viewing, transmission and reporting Services ("**Viewing and Reporting Services**"), which provide real time access to Account data. To the extent Customer chooses not to utilize the Viewing and Reporting Services and other such Services available, Customer assumes the risk of unauthorized Transactions which could have been prevented.

**5.3 Security Breach; Notice.** If Customer believes an Administrator's or Associate's Passcode and/or Security Procedures have been lost or stolen or that an unauthorized Transaction on any of the Accounts has occurred or may occur, Customer must contact Prosperity immediately by calling (855) 888-2242, followed by written confirmation to: Prosperity Bank, Treasury Management Services, 3333 NW Expressway, Oklahoma City, Oklahoma, 73112 within twenty-four (24) hours. At Prosperity's option, Customer may be asked to provide an affidavit executed by Customer or other form. Customer may be denied access to the System until the System is reactivated and new Passcodes and Security Procedures are activated. Prosperity shall have no liability to Customer for such System access denial. Prosperity will have no liability to the Customer for any unauthorized Transaction made using a Security Procedure that occurs before the Customer has notified Prosperity of the possible unauthorized use and Prosperity has had a reasonable opportunity to act on that notice. In no event will Customer notify Prosperity more than thirty (30) days after the date of the Account statement on which any unauthorized Transaction, including without limitation any Wire Transfer, appears. If Customer fails to notify Prosperity within such thirty-day period or otherwise fails to exercise ordinary care, Prosperity will not be liable for any Loss Customer incurs from any such discrepancy, including without limitation any alleged unauthorized Wire Transfer or other Transaction. Customer agrees that Prosperity has a reasonable period of time to investigate the facts and circumstances surrounding any claimed Loss and that Prosperity has no obligation to credit Customer's Account provisionally.

**5.4 Customer Assumes Full Responsibility for Unauthorized Use.** Customer assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the Services or disclosure of any confidential Information, Security Procedures, Transactions or instructions of Customer by Customer's employees, agents, Administrators, Associates, or other third parties. **NOTWITHSTANDING PROSPERITY'S EFFORTS TO ENSURE THAT THE TREASURY MANAGEMENT SERVICES ARE SECURE, CUSTOMER UNDERSTANDS AND AGREES THAT PROSPERITY CANNOT AND DOES NOT WARRANT THAT ALL DATA TRANSFERS VIA THE TREASURY MANAGEMENT SERVICES WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.** Should Customer elect to waive (waiver only being permitted in accordance with a separate written agreement between the parties and may not be available for all Security Procedures, at Prosperity's sole option) or not utilize any Security Procedure or otherwise fails to comply with any of the security requirements of this Agreement, then in addition to any and all other indemnification provisions in this Agreement and not in limitation thereof, Customer agrees to indemnify Prosperity for any unauthorized Transactions resulting therefrom in accordance with Section 17 (Indemnification) below.

**5.5 Ownership and Unauthorized Use of the Services; Legal Compliance.**

(a) **Ownership of Material and Services.** Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Prosperity and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited. Customer agrees that it has no right, title, or interest to the Treasury Management Services or any of them, or any part of them, or the System or copies of it. Customer will not make, or permit anyone else to make, copies of the System, nor will Customer modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of the Treasury Management Services without the prior written consent of Prosperity, which may be withheld in its sole discretion. Customer agrees to notify

Prosperity promptly and in writing of any circumstances of which Customer has knowledge relating to any possession, use, or use of any portion of the System and/or Services by an unauthorized person. Except as otherwise required by Law, Prosperity will not be liable to Customer or any Administrator or Associate for any Losses caused by the failure of Customer or any Administrator or Associate to use the Service or Customer's computer system properly.

(b) **Unauthorized Use.** Customer agrees not to use the Service(s) in any way that would (i) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (iii) violate this Agreement or any applicable Law, including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering, or bank secrecy; (iv) be false, misleading or inaccurate; (v) create liability for Prosperity or any Prosperity affiliates or Service Providers, or cause Prosperity to lose (in whole or in part) the services of any of Prosperity's Service Providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt the computer network's connection to the Service; (ix) damage, disable, overburden, or impair the Service or interfere with or disrupt the use of the Service by any other user; or (x) use the Service in such a manner as to gain unauthorized entry or access to Prosperity's computer systems or the computer systems of others. Customer will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. Customer agrees that these obligations will remain in full force and effect even if this Agreement terminates for any reason.

(c) **Compliance.** Customer and Prosperity each agree to abide by all applicable international, federal, state, and local Laws pertaining to the Services. Customer's compliance obligations are more fully described in Section 13.1 below.

(d) **Limited Use.** Customer may use the Services for its own internal business use only. Customer will not resell, allow the use of the Services in a computer service bureau business, timesharing business, or otherwise provide access to the Services for the benefit of any third party. Notwithstanding the foregoing, Customer may provide a third party access to the Services if and only if such party is performing function(s) on behalf of Customer or that assist Customer in receiving the Treasury Management Services as Customer's agent, and any such third party will be considered for purposes of this Agreement to be an Administrator.

## 5.6 Third Party License Rights Generally

In connection with Customer's use of the Treasury Management Services and any Software connected with it, Prosperity and/or its licensors (or other third parties who have directly or indirectly granted rights in those Software systems and programs with respect to Treasury Management Services) may require Customer's agreement to certain license rights arrangements and/or end-user agreements ("**Licenses**"). By enrolling in portions of the Service(s) relating to those software systems and programs, and/or by downloading and/or installing Treasury Management Software, Customer will be evidencing its acceptance of the terms and conditions of those Licenses. Prosperity may also condition Customer's use of the Treasury Management Software upon Customer's affirming such Licenses by the use of "I Accept" dialogue box acknowledgments or by other affirmative or use-based



acknowledgment and agreement features.

Prosperity and its Service Providers (including without limitation third party providers of Treasury Management Software) reserve all rights not granted to Customer in this Agreement and under the terms of such Licenses. If Customer obtains a different computer system, Customer may be required to download and/or install Treasury Management Software to that different computer system, under the same terms set forth in this Agreement. Customer agrees to delete all such Software from its computer system promptly if the Licenses or this Agreement terminate for any reason. Prosperity reserves the right to change, add to, or terminate services with its third party Treasury Management Service or Treasury Management Software providers and to enter into or arrange for the provision of Treasury Management Software by other licensors and third parties at any time.

**5.7 Commercially Reasonable Security Procedures.** When Customer accepts this Agreement and/or uses the Service, Customer acknowledges and agrees that this Agreement includes Security Procedures and measures that are commercially reasonable and are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use. Customer agrees to be bound by Prosperity's Security Procedures, which may be periodically updated. Customer further agrees to review and implement all Security Procedures required or recommended by Prosperity in connection with the Treasury Management Service, including but not only procedures to protect the confidentiality of the Administrators' and Associates' User IDs and Passcodes.

## **6. TRANSACTIONS; REJECTION**

**6.1 Security.** Prosperity is not obligated to act on a Transaction not transmitted according to Security Procedures and may refuse to act on a Transaction where Prosperity reasonably doubts its authorization, contents, origination or compliance with Security Procedures. If Prosperity complies with Security Procedures relating to a Transaction, Prosperity will be entitled to act on that Transaction and will not be obligated to verify the content of such Transaction, establish the identity of the person giving it, or await any confirmation thereof, and Prosperity shall not be liable for acting on, and Customer shall be bound by, any Transaction sent in the name of Customer, whether or not authorized.

**6.2 Content.** Prosperity shall have the right, but not the obligation, to reject any Transaction if the request is incomplete or inaccurate in any respect. Prosperity shall have no duty to discover, and will not be liable for, errors or omissions in the Transaction submitted by Customer. The Customer shall be solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by it into the System.

**6.3 Insufficient Funds.** Prosperity may, without notice, reject any Transaction if it involves a transfer of funds from an Account in which there are insufficient Available Funds.

**7. EXTENSIONS OF CREDIT.** Customer must maintain sufficient amounts of Available Funds in its Accounts in connection with particular Services to cover its payment Obligations. Prosperity is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate agreement. If Prosperity extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's Accounts or otherwise, the amount thereof shall be immediately due

and payable, together with interest thereon at a per annum rate determined by Prosperity from time to time, but not to exceed the maximum rate permitted by Law. If Prosperity performs, on behalf of Customer, any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that would require Prosperity to perform any Services for Customer that would create an overdraft or use of uncollected funds. Customer agrees that Prosperity may debit any account owned by Customer at Prosperity or that Prosperity may set off against any amount it owes Customer, in order to obtain payment for Customer's overdrafts.

**8. FEES AND PAYMENT.** Customer will pay Prosperity such Fees for the Services in accordance with a separate written Exhibit to the Service Terms for the particular Service or as Prosperity has otherwise informed Customer, as they may be changed by Prosperity from time to time. Customer can obtain current information about applicable fees by calling Prosperity's Treasury Support number at (855) 888-2242 during customer service hours. These fees are in addition to any fees and service charges that Customer currently pays for other products or services Customer is receiving from Prosperity. Any pricing or policy changes related to the Internet Banking Services adopted by Prosperity in the future will constitute modifications or addendums to this Agreement but will not nullify it. Customer will be provided with notice of any change according to Prosperity's normal business practices or as required by Law. For those Services Fees not governed by an Exhibit to the Service Terms, the price schedule in effect for each Service will be deemed accepted by Customer upon requesting a Transaction through a Service. Notwithstanding the foregoing, Prosperity may collect any amounts due by Customer by debiting any of Customer's accounts with Prosperity, billing Customer, and/or setting off against any amounts Prosperity owes Customer, without any obligation to give prior notice to Customer. Customer will be responsible for any and all attorneys' fees and other costs and expenses Prosperity may incur in collecting any fees or other sums Customer owes Prosperity. Customer further agrees to reimburse all costs and charges incurred by Prosperity, including reasonable attorneys' fees, in responding to subpoenas and other third party requests for information relating to Customer's Account(s). In addition, Customer agrees to pay any and all Fees not specified in a price schedule for any special services requested or required by Customer. If applicable for the particular Service, intermediate or receiving banks may charge additional Fees, for which Customer agrees to pay in accordance with the terms of this Agreement.

## **9. SECURITY INTEREST; RIGHT TO DEBIT AND SETOFF.**

**9.1 In General.** In addition to various other rights of setoff Prosperity may have under any other agreements between Customer and Prosperity, in order to secure full and timely payment when due and performance of any and all of Customer's Obligations under this Agreement, including without limitation any Service Agreement, except where prohibited by applicable Law, Customer pledges and grants to Prosperity a continuing security interest in, and a lien upon, the Collateral. This security interest shall apply to any Collateral (and proceeds thereof) now or at any time in the future held or maintained by Customer at Prosperity. Customer's failure to satisfy any of its Obligations to Prosperity shall constitute a default. Upon default, and at any time thereafter, Prosperity may (i) liquidate, use and apply, to Customer's Obligation, all or any portion of the Collateral to satisfy Customer's Obligation, in whatever priority Prosperity may choose in its sole discretion; (ii) exercise any and all other rights and remedies available to Prosperity under applicable Law with respect to the Collateral; or (iii) exercise any other rights Prosperity may have by Law, in equity, or by Agreement.

**9.2 Line of Credit/Loan Account.** If a Loan Account is connected with this Agreement and the Services, this security interest is in addition to any other security interest granted by Customer in connection with the Loan Account, except where prohibited by applicable Law.

**9.3 Termination.** Any security interest in Collateral, or any other setoff rights against Customer's Account(s), will not terminate until Customer has fully and indefeasibly satisfied all of Customer's Obligations, whether arising before or after termination of this Agreement or any Service.

**10. ACCOUNT RECONCILIATION AND ERRORS.** Transactions will be reflected on Customer's Periodic Bank Statement, on daily reports and advices, and through the Viewing and Reporting Services. Customer will immediately notify Prosperity of any error in connection with any Service or any discrepancies between any records maintained by Customer and any notice and/or Periodic Bank Statement Customer receives from Prosperity, and will provide Prosperity with any information Prosperity may reasonably request. To provide such notice, Customer will:

- a. Call Treasury Support at (855) 888-2242, or
- b. Write to Prosperity, ATTN: Internet Banking Treasury Support, 1401 Avenue Q, Lubbock Texas, 79401 or
- c. Send a message to Prosperity through the "Messages" feature within the Internet Banking Service.

Customer agrees to provide notice of, and at Prosperity's request, an affidavit, regarding the problem within a reasonable time (not to exceed fourteen (14) calendar days) from the date of discovery or Customer's receipt of the first statement, report or notice reflecting the problem, whichever occurs first.

Customer must notify Prosperity of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If Customer fails to notify Prosperity within sixty (60) days after Customer has received notice of an unauthorized or erroneous transaction, Prosperity will not owe Customer any interest on the amount in question, even if Prosperity is otherwise liable to Customer in connection with the Transaction. If Customer fails to notify Prosperity of any discrepancy within one (1) year, regardless of the care or lack of care of Customer or Prosperity, Customer will be precluded from asserting any such discrepancy against Prosperity or its Service Provider(s).

Prosperity and/or its Service Providers shall have no liability to Customer for any unauthorized Transactions made using Customer's Passcode that occurs before Customer has notified Prosperity of any possible unauthorized use and Prosperity has had a reasonable opportunity to act upon that notice.

**11. PROVISIONAL CREDITS.** All credits posted to any Account pursuant to the Services are provisional until Prosperity receives final settlement for the funds according to the rules and regulations of the payment system or third party Service Provider by which such funds have been transmitted into the Account. Customer acknowledges and agrees that if Prosperity does not receive such final settlement, then Prosperity is entitled to a refund of the amount provisionally credited to the respective Account.

## 12. CUSTOMER COMPLIANCE

**12.1 In General.** Customer shall comply with (i) all applicable Laws; (ii) the Agreement, Account Terms and Conditions, and Prosperity's internal rules and procedural requirements of which Prosperity makes Customer aware; and (iii) all applicable rules, regulations, customs and usages of any exchange, market, clearinghouse, or self-regulatory organization, each as may be updated from time to time, in connection with Services. Customer may choose Services to which the rules of the National Automated Clearing House Association (**NACHA**) ("**Rules**") are applicable and Customer agrees to be bound by such Rules. Customer agrees that it may obtain a copy of such Rules by contacting NACHA directly. Customer agrees that no Transactions that violate United States or other laws, may be initiated, including without limitation the Electronic Funds Transfer Act ("**Regulation E**"), Article 4A of the Uniform Commercial Code ("**UCC**") and sanctions enforced by The Office of Foreign Assets Control ("**OFAC**"), as applicable. It is Customer's responsibility to obtain information regarding OFAC sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC (800-540-6322), or as it may be changed from time to time. Customer is responsible for and will fully indemnify Prosperity for any and all fines and assessments imposed on Prosperity as a result of any violation. Customer understands that software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries, and Customer agrees to comply with all export control rules and regulations applicable to Customer. Customer represents and warrants that (a) it is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) that it is not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals List.

**12.2 FINANCIAL INFORMATION AND AUDIT.** Prosperity's approval for Customer's use of any Service may be subject to underwriting criteria established by Prosperity from time to time. In addition, Prosperity may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Prosperity hereunder and/or adjustment of any limits set by this Agreement. Prosperity may require the personal guarantee of a principal or an owner of company.

Customer agrees to provide the requested financial information immediately upon reasonable request by Prosperity, in the form required by Prosperity. Customer authorizes Prosperity to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service. Upon request by Prosperity, Customer hereby authorizes Prosperity to have the right, but Prosperity shall not be obligated, to mandate specific internal controls at Customer's location(s), and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Prosperity to review available reports of independent audits performed at the Customer location related to information technology, the Service, and any associated operational processes. Customer agrees that if requested by Prosperity, Customer will complete a self-assessment of Customer's operations, management, systems, internal controls, training and risk management practices that pertain to Customer's use of the Services. If Customer refuses to provide the requested financial information, or if Prosperity concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer violates this Agreement or the Rules, Prosperity may terminate the Service and this Agreement according to the provisions hereof.

**12.3 Restricted Transactions.** The Unlawful Internet Gambling Enforcement Act of 2006 (“**UIGEA**”) and its implementing Federal Reserve Regulation GG, prohibit restricted transactions from being processed through Customer’s Account(s) or relationship with Prosperity. Restricted transactions include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with a third party’s participation in unlawful internet gambling. Customer shall not submit any Transaction through the Services that is restricted nor will it engage in an unlawful internet gambling business within the meaning of UIGEA and Regulation GG.

**12.4 CONFIDENTIALITY.** Any and all user guides, manuals, data, software, instructions, processes, Security Procedures and other information provided to Customer in connection with any Service and all fee and pricing information with respect to the Services (the “**Information**”) is the proprietary and confidential property of Prosperity. Customer shall not make any copies, in whole or in part, of any Information without Prosperity’s prior written consent. Customer shall not disassemble, decompile or reverse-engineer any software or security devices. Customer agrees to notify Prosperity immediately if the confidentiality of any Information is compromised. Customer’s Obligations under this Section 13.6, “Confidentiality,” shall survive the termination of this Agreement. Customer agrees to use the Information only in the manner specified by Prosperity and in the ordinary course of Customer’s business, to return it to Prosperity 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 Customer is required to disclose the Information by Law. Customer will be responsible for the omissions and acts of its employees, agents and representatives with respect to the Information.

**13. REPRESENTATIONS AND WARRANTIES.** Customer and Prosperity each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used, as follows: (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, deliver, and to perform its obligations under this Agreement and each applicable Service Terms; (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 any Service has been obtained.

**14. EXCLUSION OF PERFORMANCE WARRANTIES.** CUSTOMER AGREES THAT ITS USE OF EACH AND EVERY SERVICE, AND ALL INFORMATION AND CONTENT USED IN CONNECTION WITH A SERVICE (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER’S RISK. CUSTOMER ACKNOWLEDGES THAT PROSPERITY AND ITS THIRD PARTY SERVICE PROVIDERS ARE PROVIDING THE SERVICES TO CUSTOMER ON AN “AS-IS” AND “AS-AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, ALL OF WHICH PROSPERITY DISCLAIMS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT, OR AS TO THE COMPATIBILITY OF PROSPERITY’S SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, PROSPERITY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF PROSPERITY’S SERVICE, AND OPERATION OF

PROSPERITY'S SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF PROSPERITY'S CONTROL. WITH RESPECT TO THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE, PROSPERITY EXPRESSLY MAKES NO WARRANTY THAT THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE (I) WILL MEET CUSTOMER'S REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (III) THAT THE RESULTS OBTAINED FROM THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO CUSTOMER. THIS PARAGRAPH GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. CUSTOMER EXPRESSLY CONFIRMS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION BY PROSPERITY AS A BASIS FOR ENTERING INTO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 14, "Exclusion of Performance Warranties," SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**15. LIMITATION OF LIABILITY.**

A. THE FOREGOING SHALL CONSTITUTE CUSTOMER'S EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF PROSPERITY AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. CUSTOMER ACKNOWLEDGES AND AGREES THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO EVENTS BEYOND PROSPERITY'S CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL PROSPERITY OR PROSPERITY'S AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL PROSPERITY OR PROSPERITY'S AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS OR LOSS OF DATA (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, MISUSE, OR INABILITY TO USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM PROSPERITY'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM, IN NO EVENT SHALL PROSPERITY OR PROSPERITY'S AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM

ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT CUSTOMER DOES NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 26 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. PROSPERITY'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF PROSPERITY'S AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO CUSTOMER AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. WHERE APPLICABLE AND IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS ABOVE AND ELSEWHERE IN THIS AGREEMENT, BANK'S LIABILITY SHALL NOT EXCEED THE SUM OF THE AMOUNT OF ANY LOSS SUFFERED BY CUSTOMER AS A RESULT OF A BREACH OF WARRANTIES UNDER REGULATION CC UP TO THE AMOUNT OF ANY SUBSTITUTE CHECK, INTEREST AND EXPENSES (INCLUDING THE COST OF REASONABLE ATTORNEYS' FEES AND OTHER EXPENSES OF PRESENTATION) RELATED TO THE SUBSTITUTE CHECK REDUCED BY ANY AMOUNT THAT CUSTOMER RECEIVES AND RETAINS AS A RE-CREDIT. FURTHERMORE, SUCH LIABILITY SHALL BE FURTHER REDUCED BY THE AMOUNT OF ANY DAMAGES INCURRED AS A RESULT OF CUSTOMER'S NEGLIGENCE OR BAD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, PROSPERITY SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OF COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND PROSPERITY'S CONTROL.

B. IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, PROSPERITY SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND PROSPERITY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. PROSPERITY SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. PROSPERITY SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CUSTOMER, OR CUSTOMER'S FAILURE TO FOLLOW ANY SECURITY PROCEDURES) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY

ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED PROSPERITY'S AGENT.

C. Without limiting the generality of the foregoing provisions, Prosperity shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Prosperity's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Prosperity's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

D. Subject to the foregoing limitations, in the event Prosperity is found liable under this Agreement, Prosperity's liability for any 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 Prosperity of New York for the period involved. At Prosperity's option, payment of such interest may be made by crediting the Account. The terms of this Section 15, "Limitation of Liability," will survive expiration or termination of this Agreement.

## **16. INDEMNIFICATION AND RELEASE.**

**16.1 In General.** IN ADDITION TO ANY OTHER INDEMNIFICATION OBLIGATIONS OF CUSTOMER PURSUANT TO THIS AGREEMENT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PROSPERITY, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND SERVICE PROVIDERS, AND THEIR AFFILIATES AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE (THE "**PROSPERITY PARTIES**") AGAINST AND IN RESPECT OF, AND WILL RELEASE THE PROSPERITY PARTIES FROM, ANY AND ALL LOSS, LIABILITY, EXPENSE AND DAMAGE, INCLUDING CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES ("**LOSSES**"), OR ANY AND ALL ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, JUDGMENTS, FINES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ("**CLAIMS**") DIRECTLY OR INDIRECTLY RESULTING FROM: (I) THE ACTS OR OMISSIONS OF CUSTOMER OR ANY USER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, (A) THE PROCESSING OF ANY REQUEST OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION RECEIVED BY PROSPERITY THROUGH ANY TREASURY MANAGEMENT SERVICE, (B) ANY BREACH OF THE PROVISIONS OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION CUSTOMER'S FAILURE TO FOLLOW ANY SECURITY PROCEDURE) AND/OR USE OF THE SITE OR THE APPLICABLE SERVICE, (C) ANY DISPUTE BETWEEN CUSTOMER AND ANY THIRD PARTY OR BETWEEN CUSTOMER AND/OR ANY USER IN CONNECTION WITH THE USE OF ANY TREASURY MANAGEMENT SERVICE, OR (D) ANY CHECK IMAGE, SUBSTITUTE CHECK, OR ORIGINAL CHECK, PROCESSED THROUGH THE MOBILE REMOTE DEPOSIT CAPTURE SERVICE AS DESCRIBED HEREIN; AND (II) ANY AND ALL CLAIMS INCIDENT TO THE FOREGOING. IN ADDITION, CUSTOMER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH STATES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF NOT KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. THE TERMS OF THIS SECTION 16, "INDEMNIFICATION," WILL SURVIVE EXPIRATION OR



## TERMINATION OF THIS AGREEMENT.

**16.2 Indemnification Process.** If any claim, litigation, investigation or proceeding is commenced or any Loss, liability, expense, or damage is incurred as described above as to which Prosperity proposes to demand indemnification, Prosperity will notify Customer with reasonable promptness. Prosperity will have the right to retain counsel (and local counsel, if appropriate) of its own choice to represent it, and Customer will pay the reasonable fees, expenses and disbursements of such counsel. Customer retains the right to participate in the defense of such litigation, investigation or proceeding as to which Prosperity seeks indemnification through counsel of Customer's choice (the cost of which will be paid by Customer), and Prosperity will reasonably cooperate with such counsel and Customer. Customer will be liable for any settlement of any claim against Prosperity arising under the terms hereof. The reimbursement, indemnity and contribution obligations of Customer hereunder will be in addition to any liability which Customer may otherwise have.

**17. PROSPERITY'S THIRD PARTY PROVIDERS.** Prosperity may provide any Service using any payment system or third-party provider it reasonably selects. Prosperity's performance of Services is subject to the rules and regulations of any such system or organization. Prosperity shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent. Customer authorizes the transfer of information relating to Customer to agents of Prosperity or Customer in connection with the performance of the Services or as required by law.

**18. CUSTOMER'S VENDORS / AGENTS.** Any third party servicer or vendor, including any value added networks ("**Vendor**") used by the Customer in connection with Services hereunder, will be the Customer's agent, and the Customer will be liable for (i) any Vendor's failure to comply with any Security Procedures or operating requirements relating to the Services, (ii) for all Fees, costs and expenses owed to each Vendor for its services, and (iii) for any claims, damages, costs and expenses incurred as a result of any Vendor's failure to perform, or delay or error in performing, its services.

**19. RECORDINGS AND RECORDS.** Customer agrees to Prosperity's telephone or electronic and data transmission monitoring, recording and retention of records for security, evidence of the Transaction and quality of Service purposes. Customer waives any further notice other than that contained in this Agreement that communications may be recorded at any time. Prosperity shall not be obligated to make any such recordings, or perform any such monitoring or retention. All records maintained by Prosperity for Services contemplated by this Agreement shall be and remain Prosperity's property. Prosperity may, at its sole discretion, make available to Customer such records upon request. Any expense incurred by Prosperity in making such records available to Customer shall be paid by Customer. Customer acknowledges that Prosperity may have certain legal record keeping and reporting requirements with respect to Services and consents to Prosperity's disclosure of Customer information and Services provided to Customer which Prosperity believes to be appropriate or necessary to fulfill such legal requirements.

## 20. NOTICES.

**20.1 Notice to Prosperity.** Any notice or other written communication may be sent by Customer to Prosperity at Prosperity's postal or facsimile address, as follows:

**Prosperity Bank**  
**Attn – Treasury Management Services**  
**3333 NW Expressway**  
**Oklahoma City, Oklahoma 73112**  
**Phone: (855) 888-2242**  
**Fax: (405) 810-4929**

Or such other address, including email address, as Prosperity may give to Customer, in writing, from time to time ("**Prosperity's Address**"). Any notice or communication to Prosperity will be effective only when the Prosperity has actually received, and has had a reasonable time to act on, such notice or communication.

**20.2 Notices to Customer.** Customer agrees that Prosperity may provide notice to Customer by posting it on the Site, sending Customer an in-product Message within the Service, Emailing it to an Email address that Customer has provided, mailing it to any postal address that Customer has provided, or by sending it as a text message to any mobile phone number that Customer has provided, including but not limited to the mobile phone number that Customer has listed in Customer's Service setup or customer profile ("**Customer's Address**"). For example, Customer may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on its mobile phones, if applicable. All notices by any of these methods shall be deemed received by Customer no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by Customer no later than three (3) Business Days after it is mailed. The Customer further acknowledges and agrees that certain notices and communications may be provided to the Customer by telephone, facsimile or electronic transmission to Customer's Address as shown on the Prosperity's records. Customer may request a paper copy of any legally required disclosures and Customer may terminate Customer's consent to receive required disclosures through electronic communications by contacting Prosperity as described in the Electronic Disclosure Consent Statement Customer received in Customer's enrollment materials (by calling Prosperity at (855) 888-2242). Prosperity will provide the first copy for free. Charges may apply for additional paper copies. Prosperity reserves the right to terminate Customer's use of the Service if Customer withdraws Customer's consent to receive electronic communications.

**20.3 Transactions; Reliance on Notice.** If authorized by Customer in writing by separate agreement, Prosperity may accept Transactions from an Administrator or Associate by telephone, facsimile, email or other writing, or any other method Customer agrees to use but Customer understands that Prosperity is not required to accept Transactions given by any such media and outside of the System unless and only to the extent the Parties otherwise agree in writing. Unless the Parties otherwise agree in writing, Prosperity has no duty to authenticate and shall not be liable for acting on, and Customer shall be bound by any Transaction sent by such media, whether or not authorized by Customer. In its sole discretion, Prosperity may, but shall not be required to, accept instructions, directions or other communications given to Prosperity by letter, facsimile, email or other electronic means, and except as provided in this Agreement, Prosperity shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or

advice to the Customer or any other person with respect to any matter. Prosperity must have a reasonable opportunity to act upon any such notice or instruction. Without limiting the foregoing, Prosperity is entitled to rely on any notice or communication that it believes in good faith to be genuine or has been authorized or signed by Customer or the Customer's Administrator or Associate in accordance with the Security Procedures. Prosperity may rely on all notices, instructions and other communications sent to Prosperity via facsimile, email or other electronic transmission as though they were originals.

## **21. TERM; TERMINATION.**

**21.1 In General.** Either party, upon written notice to the other may terminate any Service Agreement individually or this Agreement, in its entirety at any time by providing notice in writing to the other party; provided however, that any such termination by Customer will not be effective until Prosperity has had a reasonable opportunity to act upon the termination notice. Notwithstanding any termination, the terms of the Agreement and the Service Terms will continue to apply to (i) all Transactions that have been initiated prior to termination and (ii) Customer's payment or other Obligations with respect to such Transactions. Customer's obligation with respect to any Entry shall survive termination of this Agreement until any applicable statute of limitation has elapsed. Survival is more fully described in Section 27 below.

**21.2 Immediate Termination.** Notwithstanding the foregoing, Prosperity may terminate this Agreement and/or any specific Service Term immediately, without written notice to Customer if, at any time, (i) Customer fails to comply with any of its material Obligations hereunder, (ii) Customer is in default under any other material Obligation with Prosperity, (iii) a receiver, custodian, trustee, or similar official has been appointed, or been applied for by Customer for all or a substantial part of Customer's property, (iv) any general assignment has been made for the benefit of Customer's creditors, (v) a voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors, seeking liquidation, reorganization or other relief with respect to the Customer, or its debts, (vi) Customer or any other person on behalf of the Customer has taken any action under the Laws of any jurisdiction applicable to the Customer which is similar to any of the foregoing, (vii) there has been a material adverse change in the financial circumstances of Customer, in Prosperity's sole opinion, or (viii) Prosperity deems immediate termination of this Agreement and/or any Service Term is necessary or appropriate, in Prosperity's sole judgment, in order to prevent a financial loss to Prosperity. The Master Agreement will remain in place as long as there is any Treasury Management Service or product used.

**21.3 Security Interest.** Any security interest in Collateral, or any other setoff rights against Customer's Account(s) or accounts will not terminate until Customer has fully and indefeasibly satisfied all of Customer's Obligations, whether arising before or after termination.

**22. AMENDMENT.** Prosperity may, at any time, amend any part of this Master Agreement, Service Term, Service Authorization, and/or any corresponding Addendum, Schedule or other related documentation, and any such amendment shall be effective immediately upon written notice to Customer, unless otherwise required by applicable Law. Customer will be provided with notice of any such amendment in accordance with Prosperity's normal business practices and such notice may be sent to Customer as described above in Section 20.2 (Notices to Customer). Prosperity may, at any time, amend the applicable Account Terms in accordance with the terms of the Account Terms. By

continuing to use any Service after notice of such amendment, Customer will be deemed to have agreed to such amendment and shall be bound by the Agreement, as amended.

### 23. GENERAL

- (a) **Binding Effect of Agreement and Waiver.** This Agreement and Account Terms shall bind and benefit Prosperity and Customer and their legal representatives, successors and assigns. None of the terms of this Agreement may be waived except as Prosperity may consent in writing, and no agreement with or representation made by any employee, subcontractor, or agent of Prosperity that is in conflict with these General Terms or any Service Terms will be binding on Prosperity unless contained in a written modification of this Agreement, signed by an authorized officer of Prosperity. No delay on the part of Prosperity in exercising any right or power under this Agreement shall operate as a waiver. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Prosperity would otherwise have.
- (b) **Governing Law.** Except to the extent superseded by Federal law, the provision of Services and this Agreement shall be governed by the Laws of the state of Texas, without giving effect to its choice of law or conflict of laws provisions. Customer submits to the jurisdiction of any federal or state court in Harris County, Texas for all legal proceedings arising out of this Agreement, unless otherwise specifically required by applicable Law. Customer waives all objections of inconvenient forum to the fullest extent allowed by applicable Law.
- (c) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or any of the rights or duties hereunder, including without limitation, any Service Agreement, to any person without Prosperity's prior written consent. Prosperity may assign this Agreement or any portion thereof, including without limitation, any Service Agreement, or any of its rights hereunder to (a) an acquirer of all or substantially all of Prosperity's equity, business or assets; (b) a successor in interest, whether by merger, reorganization or otherwise; or (c) any entity controlling or under common control with Prosperity, without the consent of Customer, and provided further, that if Prosperity is merged into or otherwise combined with another institution or entity (whether as a result of a merger or a sale of all or substantially all of the assets of Prosperity), such merger or combination shall not constitute an assignment hereunder and the surviving or acquiring institution shall acquire and assume all rights, privileges, duties, obligations and liabilities of Prosperity under this Agreement. Moreover, in those instances where a party's consent is required, the party whose consent is sought shall not unreasonably withhold it.
- (d) **No Agency or Joint Venture Created.** This Agreement shall not be deemed to constitute the parties as partners or joint venturers nor will any party be deemed to constitute any other party as its agent except that Prosperity acts as Customer's agent with respect to the custody of Customer's funds for a Service, as applicable. Prosperity does not have control of, or liability for, any products or services that are paid for with Prosperity's Service. Prosperity also does not guarantee the identity of any user of the Service (including but not limited to recipients to whom Customer sends payments).

- (e) **Provisions Severable.** If any provision of this Agreement shall be held to be void or unenforceable by any court of competent jurisdiction or any governmental regulatory agency, such provision shall be construed by each party to be severed from this Agreement. All remaining provisions of this Agreement will remain in full force and effect.
- (f) **Section Headings.** Section headings are for reference purposes only and do not in any way limit or otherwise define the rights and liabilities of the parties.
- (g) **Counterparts.** 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 agreement.
- (h) **Entire Agreement.** Customer agrees that this Agreement, including any Service Agreements executed by Customer and all agreements and documents incorporated herein by reference, is the complete and exclusive statement of the agreement between Prosperity and Customer regarding the Treasury Management Services and the Services that are the subject of such Service Agreements and the portion of the Site through which the Service is offered, which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of Prosperity's (including but not limited to Prosperity's Treasury Support personnel), the terms of this Agreement will prevail.

**24. WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, OF WHATEVER TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO ACTIONS IN CONTRACT OR TORT, ARISING OUT OF THIS AGREEMENT AND THE SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THIS JURY WAIVER IS A MATERIAL INDUCEMENT TO PROSPERITY TO ENTER INTO THIS AGREEMENT AND THAT NO PROSPERITY REPRESENTATIVE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PROSPERITY MAY NOT ENFORCE THIS JURY WAIVER IN CASE OF LITIGATION.

**25. DISPUTES.**

In the event of a dispute regarding any Service, Customer and Prosperity agree to resolve the dispute by looking to this Agreement.

**Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or

witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**26. SURVIVAL.** In addition to any other provisions in this Agreement that survive by their terms, each party agree that expiration or termination of this Agreement shall not release either party of its respective obligations of payment for Services actually performed prior to date of termination, or warranties or exclusion thereof, intellectual property rights, governing law, notices, force majeure, limitation of liability, or waiver of jury trial, or from the confidentiality or indemnity provisions hereof.

**27. PREVAILING PARTY.** The prevailing party in any action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive its reasonable costs and expenses of bringing such action, including reasonable attorneys' fees.

#### **28. NOTICE OF FINAL AGREEMENT**

THIS WRITTEN AGREEMENT, PLUS THE OTHER AGREEMENTS REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION ANY SERVICE AGREEMENTS SUBSEQUENTLY EXECUTED, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

#### **29. FACSIMILE AND ELECTRONIC ACCEPTANCE**

The individual(s) signing below represents that he/she/they are duly authorized to do so by and on behalf of Customer ("**Authorized Signer(s)**"). Customer and/or such individual agrees to provide Prosperity written documentation of such authority at Prosperity's request. A facsimile or electronic copy of this Agreement signed by an Authorized Signer shall constitute a valid and binding original for purposes of this Agreement.

#### **30. INTERNET BANKING SERVICES TERMS AND CONDITIONS**

In addition to the provisions set forth above, the following provisions apply to the use of Prosperity's Internet Banking Services and the use of any Treasury Management Service through the Internet Banking Service by Customer.

**a. Definitions.** Please see Section 1.B. above for definitions that specifically apply to Internet Banking Services.

**b. The Internet Banking Service.**

**i. Customer's Privacy.** Protecting Customer's privacy is very important to Prosperity. If and to the extent applicable, please review Prosperity's Privacy Notice, comprised of both the Privacy Policy and the Internet Privacy Policy, which Customer can find on Prosperity's Site, or ask us for a printed copy, in order to better understand Prosperity's commitment to maintaining the privacy of our individual customers and Site users, as well as Prosperity's use and disclosure of Customer's information if and to the extent applicable.

**ii. Privacy of Others.** If Customer receives information about another person through the Service, Customer agrees to keep the information confidential and only use it in connection with the Service.

**iii. Information Authorization.** Customer's enrollment in the Service may not be fulfilled if Prosperity cannot verify Customer's identity or other necessary information. Through Customer's enrollment in or use of the Service, Customer agrees that Prosperity reserves the right to request a review of Customer's credit rating at Prosperity's own expense through an authorized bureau. In addition, and in accordance with Prosperity's Privacy Notice, Customer agrees that Prosperity reserves the right to obtain certain information about Customer, including without limitation, financial information and transaction history regarding Customer's Eligible Transaction Account. Customer further understands and agrees that Prosperity reserves the right to use such information about Customer for Prosperity's and Prosperity's Service Providers' everyday business purposes, such as but not only to maintain Customer's ability to access the Service, to authenticate Customer when Customer logs in, to send Customer information about the Service, to perform fraud screening, to verify the identities of Customer or Customer's Administrators or Associates, to determine Customer's transaction limits, to perform collections, to comply with Applicable Laws, court orders and lawful instructions from government agencies, to protect the personal safety of customers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect Prosperity's rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, Prosperity and Prosperity's Service Providers may use Customer's information for risk management purposes and may use, store and disclose Customer's information acquired in connection with this Agreement as permitted by Applicable Law, including (without limitation) any use to effect, administer or enforce a Transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. Prosperity and Prosperity's Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by Applicable Law. In addition, Prosperity and Prosperity's Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

(a) **Mobile Subscriber Information.** If applicable, Customer authorizes Customer's wireless carrier to disclose information about Customer's Account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of Transactions for the duration of Customer's business relationship with Prosperity. This information may also be shared with other

companies to support Customer's Transactions with Prosperity and for identity verification and fraud avoidance purposes.

- (b) **Device Data.** If applicable, Prosperity may share certain personal information and device-identifying technical data about Customer and Customer's devices with third party Service Providers, who will compare and add device data and fraud data from and about Customer to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or web site by devices associated with fraudulent or abusive activity. Such information may be used by Prosperity and Prosperity's third party Service Providers to provide similar fraud management and prevention services for services or web sites not provided by Prosperity. Prosperity will not share with Service Providers any information that personally identifies the user of the applicable device.

iv. **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for Customer's convenience. By providing these links, Prosperity is not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and is not responsible for the materials, services or other situations at or related to or from any other site, and makes no representations concerning the content of sites listed in any of the Service web pages. Consequently, Prosperity cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if Customer clicks on a banner advertisement or a search result, Customer's click may take Customer off the Site. Such links may include those from advertisers, sponsors, and content partners that may use Prosperity's logo(s) as part of a co-branding agreement. When linking to those third-party sites, Customer is subject to the terms that govern those third-party sites, which may provide less security than Prosperity does and have a different privacy policy than Prosperity's. These third-party sites may send their own cookies to users, collect data, solicit personal information, or contain information that Customer may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that Prosperity does not control. Customer may link to the home page of Prosperity's Site. However, Customer agrees not to link to other pages of Prosperity's Site or to "frame" material on Prosperity's Site without Prosperity's express written permission. Prosperity reserves the right to disable links from any third party sites to the Site.

v. **Electronic Communications**

Customer agrees that each Email message Prosperity sends Customer may not be encrypted, but specific Account information may be masked. **Customer agrees that transmission of the masked information does not constitute transmission of personal or private information, and Customer hereby authorizes Prosperity to send such information via Email to Customer's Email address or to send such information via the Service to its Mobile Device.**

**Text Messages, Calls and/or Emails to Customer.** By providing Prosperity with a telephone number (including a wireless/cellular, mobile telephone number and/or Email address), Customer consents to receiving calls from Prosperity and Prosperity's Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or Emails from Prosperity for Prosperity's everyday business purposes



(including identity verification). Customer acknowledges and agrees that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from Prosperity or Prosperity's affiliates and agents.

**Receipts and Transaction History.** Customer may view Customer's transaction history by logging into the Service and looking at Customer's transaction history. Customer agrees to review Customer's transactions by this method instead of receiving receipts by mail.

**vi. Basic Internet Banking Services May Include**

Customer or Customer's User may request any of the following basic Internet Banking Services:

(1) **Account Access.** Customer can use the Service to download a transaction history file to save or print for future reference, perform Account inquiries on Account data and transaction history on the Accounts, and perform other activities.

(2) **Stop payment requests.**

(x) Generally. The purpose of this stop payment feature is to stop payments only on checks that Customer has written or for stopping pre-authorized electronic funds transfers that are deducted from Customer's Account. Customer agrees that the provisions of the Account Documents applicable to stop payment requests also apply to any electronically transmitted stop payment order initiated through Internet Banking, and Customer agrees that the "Stop Payment" screen from either the "Quick Links" or "Accounts" sections in the Internet Banking portion of the Site applies to these stop payment requests and is incorporated herein by reference. Because processing this type of stop payment request may require up to three (3) Business Days, if Customer's request is urgent, Customer agrees to contact Prosperity's Treasury Support number at (855) 888-2242.

**(Y) DIFFERENT PROCEDURE FOR BILL PAY AND ACCOUNT TRANSFERS.** CUSTOMER AGREES THAT THIS STOP PAYMENT FEATURE SHOULD NOT BE USED TO CANCEL ACCOUNT TRANSFERS AND/OR BILL PAYMENTS (SEE SECTION 31.F. AND 31.G. BELOW FOR CANCELING BILL PAYMENTS). CUSTOMER AGREES CUSTOMER CANNOT CANCEL AN ACCOUNT TRANSFER AFTER IT HAS BEEN ENTERED INTO THE SYSTEM AND THE INFORMATION HAS BEEN PROCESSED AND/OR TRANSMITTED TO PROSPERITY THROUGH THE SERVICE, BUT CUSTOMER CAN EDIT OR CHANGE A TRANSFER THAT IS STILL "PENDING." CUSTOMER AGREES TO CALL PROSPERITY'S TREASURY SUPPORT NUMBER AT (855) 888-2242 FOR FURTHER DETAILS AND ASSISTANCE.

(z) Stopping Preauthorized Payments. If Customer has told Prosperity in advance to make regular payments out of Customer's Account, Customer can stop any of these payments. Here's how: Customer should call Prosperity at (855) 888-2242 or write to Prosperity Bank, ATTN: Treasury Support, 1401 Avenue Q, Lubbock, Texas, 79401, in time for Prosperity to receive Customer's request 3 Business Days or more before the payment is scheduled to be made. If Customer calls, Prosperity may also require Customer to put its request in writing and get it to Prosperity within 14 days after Customer's call.

(3) **Messages.** Send and receive messages (to and from Prosperity) through the “Messages” feature of the Internet Banking Service (“**Message(s)**”). Prosperity is not responsible for any delay in Messages being sent to Prosperity. Prosperity will make reasonable efforts to retrieve such Messages, but Customer agrees delays can occur. Customer will confirm any urgent Messages Customer sends Prosperity by a telephone call to Treasury Support at (855) 888-2242. Customer and any User are responsible to check periodically for Messages sent by Prosperity. Customer agrees not to send sensitive data (such as but not only driver’s license numbers, Social Security numbers, or other sensitive data) via Messages or any Emails sent to Prosperity.

(4) **Account Transfers.** Initiate transfers between any Accounts enrolled and set up within Internet Banking Services, with the exception of time Accounts. Refer to Section 30.e, “Internet Banking System Setup/Account Transfers and Limits,” below for other transfer limits and additional provisions regarding transfers. Account Transfers to a Loan Account will be considered a scheduled payment on the Loan and will affect the payment schedule of the Loan Account unless Customer designates the appropriate type of payment with the transfer. Customer can make unscheduled principal or interest payments by designating the appropriate type of payment with the transfer, as allowed by Customer’s Loan documents. A confirmation number will be given at the time Customer processes an Account Transfer using the Internet Banking Services. It is Customer’s responsibility to record this number, along with the scheduled date and transaction amount in Customer’s checkbook register (or other permanent record), because doing so will help in resolving any problems that may occur.

(5) **ACH and Wire Transfers.** While available through the Internet Banking Service, these transfers are governed by a separate ACH Origination Agreement and a separate Wire Transfer Services Agreement, as applicable, which are incorporated herein by reference if executed by Customer, and must be approved by Prosperity. Customer will refer to its ACH Origination Agreement and/or Wire Transfer Services Agreement for Internet Banking for details.

(6) **Bill Pay Services.** While available through the Internet Banking Service, these Services are optional and must be requested and approved by Prosperity. Please see Section 31., “Bill Pay—Terms and Conditions,” below.

Other services may be available or may become available. From time to time Prosperity may add, and may modify or delete, particular Internet Banking functions or geographic areas served by the Internet Banking Service. Except as may otherwise be required by Applicable Law, Prosperity may make such changes with or without prior notice. Prosperity reserves the right to refuse to make any Transaction that Customer may request through the Internet Banking Service.

**c. Service Providers.**

Prosperity is offering Customer the Service through one or more Service Providers that Prosperity has engaged to render some or all of the Service to Customer on Prosperity’s behalf. However, in most cases, notwithstanding that Prosperity has engaged such a Service Provider to render some or all of the Service to Customer, Prosperity’s third party Service Providers will not be subject to liability to Customer. Customer agrees that Prosperity has the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that Prosperity has under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and

will be entitled to all the rights and protections that this Agreement provides to Prosperity. "Service Provider" and certain other capitalized terms are defined in Section 1., "Definitions," above.

**d. Internet Banking System Setup and Limits**

Prosperity will set up Customer's Account information on the Internet Banking Services as described in the Internet Banking Services Application that Customer has submitted, and Customer authorizes Prosperity to do so. Prosperity assumes no liability for changes or modifications to the Account setup information after initial installation of the Internet Banking Services of which Customer does not notify Prosperity in accordance with Prosperity's procedures. Customer must notify Prosperity in writing or as otherwise directed by Prosperity if Customer wishes Prosperity to set up additional Accounts. Additional Accounts set up on Internet Banking may increase any monthly maintenance fee that may apply.

**e. Account Transfers.** Transfers involving Money Market Deposit Accounts and Savings Accounts made via Internet Banking Services are subject to the limitations described in Customer's Account Terms, and Customer agrees to consult Customer's Account Terms or call Treasury Support at (855) 888-2242 for details. Customer is not permitted to transfer more than the Available Balance from the Account. Customer agrees that Customer's request(s) to move funds between enrolled Accounts ("**Account Transfers**") received after Prosperity's Account Transfer cutoff time, which may change from time to time, may not be processed until the following Business Day. Prosperity's cutoff times are posted in the Internet Banking FAQs section of Prosperity's Site or Customer may call Prosperity's Treasury Support at (855) 888-2242 for the correct Account Transfer cutoff time for Customer's Account(s).

**f. Payment Methods and Limits on Amounts.** There are limits on the amount of money Customer can send or receive through Prosperity's Service. Customer's limits may be adjusted from time to time in Prosperity's sole discretion. Customer may log in to the Site to view Customer's individual transaction limits. Prosperity or Prosperity's Service Provider also reserves the right to select the method in which to remit funds on Customer's behalf through the Service, and in the event that Customer's Eligible Transaction Account is closed or otherwise unavailable to Prosperity, the method to return funds to Customer. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of Prosperity's Service Provider, or draft drawn against Customer's account.

**g. Acknowledgements, Responsibilities, and Liabilities of Customer and Customer's User**

**i. Hardware/Software Requirements**

Customer and any User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Services. As of the date of this Agreement, the necessary equipment includes: personal computer with internet access and web browser software that supports the 128-bit encryption standard (Customer's "**Computer**"). Prosperity will post hardware/software requirements in the Internet Banking portion of Prosperity's Site, currently located in the Internet Banking FAQ section for System Requirements and 128 Bit Encryption or Customer can call Prosperity's Treasury Support at (855) 888-2242 to confirm current requirements. To ensure

Customer's ability to view various features of Prosperity's Internet Banking Service, Customer understands it is Customer's responsibility to update Customer's web browser periodically so that the Prosperity's entire web site may be viewed.

Customer and/or any or all Internet Banking Service Users may be required to download, install and use certain Software systems and programs developed by Prosperity, its licensors, or other third party providers ("**Internet Banking Software**"). Prosperity is not responsible for any damage to Customer's Computer resulting from those activities, and Customer will be engaging in those activities at Customer's own risk.

**IN ADDITION TO ANY OTHER PROVISIONS IN THIS AGREEMENT LIMITING THE LIABILITY OF PROSPERITY AND ITS SERVICE PROVIDERS, CUSTOMER AGREES THAT NEITHER PROSPERITY NOR ANY SERVICE PROVIDER IS RESPONSIBLE FOR, AND CUSTOMER AGREES TO HOLD PROSPERITY AND EACH SERVICE PROVIDER HARMLESS FROM, ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURES OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF CUSTOMER'S COMPUTER OR COMPUTER SYSTEM OR SOFTWARE OR MOBILE DEVICE, OR CUSTOMER'S FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE OR TO MAINTAIN AND SECURE ITS COMPUTER AND SOFTWARE PROPERLY, NOR WILL PROSPERITY OR ANY SERVICE PROVIDER BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECT CUSTOMER'S COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, NEITHER PROSPERITY NOR ANY SERVICE PROVIDER WILL BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO CUSTOMER'S COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR PROSPERITY'S SITE.**

## **ii. Set-Up and Security Procedures**

**Passcode and Security.** If Customer is issued or creates any Passcode or other credentials to access the Service or the portion of the Site through which the Service is offered, Customer agrees not to give or make available Customer's Passcode or credentials to any unauthorized individuals, and Customer agrees to be responsible for all actions taken by anyone to whom Customer has provided such credentials. If Customer believes that Customer's credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without Customer's consent, Customer must inform Prosperity at once at Prosperity's Treasury Support number at (855) 888-2242. See also Section 30.vii., "**Liability & Unauthorized Use,**" below regarding how the timeliness of Customer's notice impacts Customer's liability for unauthorized transfers.

Neither Customer nor Customer's User will disclose any information pertaining to the use or the components of the Internet Banking Services to any other persons. Customer should not leave Customer's Computer unattended while using the Service, and Customer should log out after completing an Internet Banking Service Transaction.

Prosperity may disable Passcodes of Users even without receiving such notice from Customer if Prosperity or its Service Provider(s) suspect Passcode(s) are being used in an unauthorized or fraudulent manner. Customer agrees that the Security Procedures are commercially reasonable and appropriate for Customer's intended use of the Service, and Customer agrees to be bound by Prosperity's Security Procedures, which may be periodically updated.

**iii. Other Responsibilities of Customer and Its User(s).**

**Reviewing Statements.** Unless Customer has opted to receive its statements electronically, Customer will continue to receive regular Account statements, and both types of statements describe all transactions for the Account(s), including the Transactions that Customer has initiated through the Internet Banking Services. Customer is responsible for promptly reviewing all statements and notices from Prosperity and reporting in writing any irregularities to Prosperity at once.

**iv. On-Line Help**

Customer can access on-line help by accessing the “Help” feature on the Internet Banking Services screen, and Customer agree to do so or to call Treasury Support at (855) 888-2242 if Customer has a question regarding or problem using the Internet Banking Services. Email to Prosperity could be delayed, so if Customer wants Prosperity to receive time-sensitive information relating to Customer’s Account or Service (for example, stop payments or reporting unauthorized use of Customer’s Service or Account), Customer must call the Treasury Support telephone number above or contact Prosperity in person and give Prosperity a reasonable time to act upon Customer’s request.

**v. Use and Unauthorized Use of the Services; Legal Compliance**

**(1) Acceptable Use.** Customer agrees that Customer is independently responsible for complying with all Applicable Laws in all of Customer’s activities related to Customer’s use of the Service, regardless of the purpose of the use, and for all communications Customer sends through the Service. Prosperity and Prosperity’s Service Providers have the right but not the obligation to monitor and remove communications content that Prosperity finds in its sole discretion to be objectionable in any way. In addition, Customer is prohibited from using the Service for communications or activities that: (i) violate any law, statute, ordinance or regulation; (ii) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (iii) defame, abuse, harass or threaten others; (iv) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (v) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (vi) impose an unreasonable or disproportionately large load on Prosperity’s infrastructure; (vii) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (viii) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without Prosperity’s prior written permission; (ix) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (x) may cause Prosperity or its Service Providers to lose any of the services from Prosperity’s internet service providers, payment processors, or other vendors. Prosperity encourages Customer to provide notice to Prosperity by the methods described in Section 20.1., “Notices to Prosperity,” above of any violations of this Agreement.

**(2) Prohibited Payments.** The following types of payments are prohibited through the Service, and Prosperity has the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms above; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under Applicable Law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services.

Except as required by Applicable Law, in no event shall Prosperity or Prosperity's Service Providers be liable for any claims or damages resulting from Customer's scheduling of prohibited payments. Prosperity encourage Customer to provide notice to Prosperity by the methods described in Section 20.1, "Notices to Prosperity," above, of any violations of this Agreement.

**vi. Intellectual Property.** All marks and logos related to the Service are either trademarks or registered trademarks of Prosperity or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are Prosperity's service marks, trademarks, and/or trade dress or those of Prosperity's licensors. Customer may not copy, imitate, or use any of the above without Prosperity's prior written consent, which Prosperity may withhold in Prosperity's sole discretion, and Customer may not use them in a manner that is disparaging to Prosperity or the Service or display them in any manner that implies Prosperity's sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from

any of the foregoing, is Prosperity's exclusive property or that of Prosperity's licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information Customer may send to Prosperity through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to Prosperity and Prosperity's licensors, shall also be deemed Prosperity's and Prosperity's licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on Prosperity's part. By submitting any such materials to Prosperity, Customer automatically grants (or warrants that the owner of such materials has expressly granted) to Prosperity and Prosperity's licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and Customer warrants that all so-called "moral rights" in those materials have been waived, and Customer warrants that Customer has the right to make these warranties and transfers of rights.

**vii. Liability & Unauthorized Use**

**Customer authorizes Prosperity and its Service Providers to act upon, and Customer agrees to be bound by, any Transaction, whether or not authorized, that is initiated with a User ID and Passcode of any User(s). Furthermore, any instructions, directions, or other information provided by Customer, or any of Customer's Users will be deemed to have been authorized by Customer. Prosperity and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be Customer's authorized User. CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR ENROLLED ACCOUNTS BY CUSTOMER'S USER OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. IN ADDITION TO CUSTOMER'S OTHER INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY AND HOLD PROSPERITY AND/OR ITS SERVICE PROVIDERS HARMLESS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A USER ID AND PASSCODE OF CUSTOMER'S USER REGARDLESS WHETHER SUCH TRANSACTION, DIRECTION, OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.**

**CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT ITS COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE. PROSPERITY AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION OR LIABILITY, AND EXCEPT FOR ANY INTERNET SOFTWARE PROSPERITY MAY HAVE SPECIFICALLY INSTRUCTED CUSTOMER TO IMPLEMENT, CONTROL, EITHER DIRECTLY OR INDIRECTLY, CONCERNING CUSTOMER'S SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT CUSTOMER'S COMPUTER SYSTEM(S). FURTHERMORE, NEITHER PROSPERITY NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER CUSTOMER'S DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR CUSTOMER'S FAILURE TO MAINTAIN SAID PROCEDURES. Customer shall be solely responsible for any and all Losses and damages arising from any authorized or unauthorized access to the Internet Banking Service using a valid User ID and Passcode.**

viii. **Remedies.** If Prosperity has reason to believe that Customer has engaged in any of the prohibited or unauthorized activities described in this Agreement or has otherwise breached Customer's obligations under this Agreement, Prosperity may terminate, suspend or limit Customer's access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as Prosperity deem appropriate; refuse to provide Prosperity's services to Customer in the future; and/or take legal action against Customer. In addition, Prosperity, in its sole discretion, reserves the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 30.viii. are cumulative and are in addition to the other rights and remedies available to Prosperity under this Agreement, by Law or otherwise.

**ix. LIMITS ON PROSPERITY'S RESPONSIBILITIES**

(a) **Failed Account Transfers.** In the event of a failed Account Transfer, Prosperity will not be liable for any failure of the funds to transfer in accordance with Customer's instructions, for instance, if: (1) through no fault of Prosperity, Customer's Account does not contain sufficient funds to make the Account Transfer, (2) the payment or Account Transfer would go over the credit limit on Customer's overdraft line of credit, (3) the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable, (4) Event(s) Beyond Prosperity's Control prevented or interfered with the payment or Account Transfer, (5) a court order or legal process prevents Prosperity from making an Account Transfer or payment, (6) Customer has previously reported, or Prosperity has a reasonable basis for believing that unauthorized use of the User ID and/or Passcode, or designated Account has occurred or may be occurring, (7) if Customer defaults under any agreement with Prosperity, or (8) if Prosperity or Customer terminates this Agreement.

(b) **Failed or Returned Payment Instructions.** In using certain Services, Customer is requesting that Prosperity or Prosperity's Service Provider attempts to make payments for Customer from Customer's Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with Customer's Eligible Transaction Account (for example, there are insufficient funds in Customer's Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of Customer's Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, Prosperity's Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, Customer will receive a return notice from Prosperity or Prosperity's Service Provider. In each such case, Customer agrees that:

(1) Customer will reimburse Prosperity's Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, Customer's Eligible Transaction Account to allow the debit processing to be completed;

(2) Customer may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by Prosperity's Service Provider or their third-party contractor if the Payment Instruction cannot be debited because Customer has insufficient funds in Customer's Eligible Transaction Account, or the transaction would exceed the credit



or overdraft protection limit of Customer's Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from Customer. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by Prosperity, as set forth in Customer's fee schedule from Prosperity (including as may be disclosed on the Site) or Customer's Account Terms with Prosperity. Customer hereby authorizes Prosperity and Prosperity's Service Provider to deduct all of these amounts from Customer's designated Eligible Transaction Account, including by ACH debit;

(3) Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**(c) Prosperity's Failure to Make Electronic Funds Transfer.**

(1) If, not due to any Event Beyond the Prosperity's Control or bona fide error on Prosperity's part notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, Prosperity and/or its Service Providers fail or delay in making an electronic funds transfer in accordance with Customer's proper instruction, or Prosperity fails to credit properly a deposit to Customer's Account that would have provided sufficient funds for the transfer, or if Prosperity fails to stop payment of a preauthorized transfer in accordance with Customer's proper instruction, then Prosperity will be liable in accordance with the applicable terms of this Agreement and Applicable Law.

(2) Prosperity will not, however, be liable where:

- Customer's Account has insufficient funds;
- the funds are subject to legal process or other encumbrance restricting such transfer;
- such transfer would exceed an established credit limit; or
- as otherwise provided by Applicable Law.

(3) Unless otherwise required by Applicable Law, Prosperity's liability shall be limited in accordance with Section 16, "Limitation of Liability," above and any other applicable provisions of this Agreement.

**(d) Taxes.** It is Customer's responsibility to determine what, if any, taxes apply to the transactions Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Prosperity is not responsible for determining whether taxes apply to Customer's Transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**h. EXCLUSIONS OF WARRANTIES AND LIMITATION OF DAMAGES.** See Sections 14 and 15 above for exclusions of warranties and limitations of damages provisions.

**i. INDEMNIFICATION AND RELEASE.** See Section 16 above for Indemnification and Release provisions.

j. Service Termination, Cancellation, or Suspension. If Customer wishes to cancel the Service, Customer may contact Prosperity as set forth in Section 20.1, "Notice to Prosperity," above. Any payment(s) that have begun processing before the requested cancellation date will be processed by Prosperity. Customer agrees that Prosperity may terminate or suspend Customer's use of the Service at any time and for any reason or no reason. Neither termination, cancellation, nor suspension shall affect Customer's liability or obligations under this Agreement.

**IF CUSTOMER ENROLLS IN AND PROSPERITY HAS APPROVED THE BILL PAY SERVICE, THE FOLLOWING SECTION 31. WILL APPLY TO CUSTOMER'S USE OF THOSE SERVICES, IN ADDITION TO THE APPLICABLE PROVISIONS ABOVE. In the event of a conflict between the provisions of Sections 31. and the provisions elsewhere in this Agreement, the provisions of Sections 31. will control with respect to the Bill Pay Services.**

### **31. BILL PAY - TERMS AND CONDITIONS**

#### BILL PAYMENT SERVICE ADDITIONAL TERMS

**a. Definitions.** Please see Section 1.C. for definitions that specifically apply to the Bill Pay Service.

**b. Description of Service.** The term "Bill Payment Terms" means these Bill Payment Service Additional Terms of Section 31. The bill payment service (for purposes of these Section 31 Bill Payment Terms, and the Master Agreement as it applies to these Bill Payment Terms, the "Service") enables Customer to receive, view, and pay bills from the Site to Billers Customer has specified. Prosperity's receipt of Customer's Payment Instructions authorizes Prosperity to debit Customer's Eligible Transaction Account and to remit funds on Customer's behalf to the designated Biller.

**c. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when Customer is scheduling the payment. Therefore, the Service will not permit Customer to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments Customer must select a Scheduled Payment Date that is no later than the actual Due Date reflected on Customer's Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, Customer must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, Customer's Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, and the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, Customer's Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

**d. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or other financial institutions, some transactions may take longer to be credited to the Biller's account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as

the payment was scheduled in accordance with Section 31.c. above of the Bill Payment Terms (Payment Scheduling), subject to the circumstances outlined in Section 31.e.4 below.

**e. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom Customer wishes to direct payments, Customer authorizes the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, Customer authorizes the Service to debit Customer's Eligible Transaction Account and remit funds on Customer's behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by Customer. Customer also authorizes the Service to credit Customer's Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to Customer on behalf of another authorized user of the Service.

The Service will attempt to make all of Customer's payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 31.d. above) shall be void if the Service is unable to complete any payments initiated by Customer because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, Customer's Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Customer's overdraft account;
2. The payment processing center is not working properly and Customer knows or has been advised by the Service about the malfunction before Customer executes the transaction;
3. Customer has not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or Account information for the Biller;
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
5. Payee is a blocked person under OFAC List;
6. Customer has previously reported, or Prosperity has a reasonable basis for believing, that unauthorized use of a User ID and Passcode, or designated Account have occurred or may be occurring; or
7. Payee delays crediting the payment or fails or refuses to accept a payment delivered by Prosperity.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from Customer's Eligible Transaction Account or causes funds from Customer's Eligible Transaction Account to be directed to a Biller that does not comply with Customer's Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to Customer's Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$50 as provided in the Service Guarantee in Section 31.d. above.

**f. Payment Cancellation Requests.** Customer may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Internet Banking portion of the Site through which the Service is offered, currently located in the Payments section. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**g. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If Customer desires to stop any payment that has already been processed, Customer must contact Treasury Support for the Service in the manner set forth in Section 10., "Account Reconciliation and Errors," above. Although the Service will attempt to accommodate Customer's request, the Service will have no liability for failing to do so. The Service may also require Customer to present Customer's request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**h. Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at Customer's own risk. Except as required by Applicable Law, in no event shall the Service be liable for any claims or damages resulting from Customer's scheduling of Exception Payments. The Service Guarantee (as described in Section 31.d. above) does not apply to Exception Payments.

**i. Bill Delivery and Presentment.** The Service includes a feature that electronically presents Customer with electronic bills from select Billers. Electronic bills may not be available from all of Customer's Billers. Electronic bills are provided as a convenience only, and Customer remains solely responsible for contacting Customer's Billers directly if Customer does not receive their statements. In addition, if Customer elects to activate one of the Service's electronic bill options, Customer also agrees to the following:

(1) Presentation of electronic bills – Customer will receive electronic bills from a Biller only if both: (a) Customer has designated it in the Service as one of Customer's Billers, and (b) the Biller has arranged with Prosperity's Service Provider to deliver electronic bills. The Service may then present Customer with electronic bills from that Biller if either: (y) Customer affirmatively elects online within the Service to receive electronic bills from the Biller, or (z) the Biller chooses to send Customer electronic bills on a temporary "trial basis." In either case, Customer can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, Customer may be presented with terms from that Biller for Customer's acceptance. Prosperity is not a party to such terms.

(2) Paper Copies of electronic bills – If Customer starts receiving electronic bills from a Biller, the Biller may stop sending Customer paper or other statements. The ability to receive a paper copy of Customer's statement(s) is at the sole discretion of the Biller. Customer should

check with the individual Biller regarding Customer's ability to obtain paper copies of electronic bills on a regular or as-requested basis.

(3) Sharing Information with Billers – Customer authorizes Prosperity to share identifying personal information about Customer (such as name, address, telephone number, Biller account number) with companies that Customer has identified as Customer's Billers and which Prosperity has identified as offering electronic bills for purposes of matching Customer's identity on the Service's records and the Biller's records to (a) activate Customer's affirmative request for electronic bills, and/or (b) confirm Customer's eligibility for "trial basis" electronic bills.

(4) Information held by the Biller. Prosperity is unable to update or change Customer's personal information such as, but not limited to, name, address, phone numbers and Email addresses, that is held by the Biller. Any changes will require Customer to contact the Biller directly. Additionally, it is Customer's responsibility to maintain all usernames and Passcodes for all electronic Biller sites. Customer also agrees not to use someone else's information to gain unauthorized access to another person's bill. Prosperity may, at the request of the Biller, provide to the Biller Customer's Email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching Customer's identity against its records or informing Customer about the Biller's services and/or bill information.

(5) Activation. Prosperity will notify the Biller of Customer's request to receive electronic billing information. The presentment of Customer's first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While Customer's electronic bill feature is being activated it is Customer's responsibility to keep Customer's accounts current. Each electronic Biller reserves the right to accept or deny Customer's request to receive electronic bills.

(6) Authorization to obtain bill data. Customer authorizes Prosperity to obtain bill data from Customer's Billers that Customer has requested to send Customer electronic bills, and from Customer's Billers that wish to send Customer trial electronic bills. For some Billers, Customer will be asked to provide Prosperity with Customer's user name and Passcode for that Biller. By providing Prosperity with such information, Customer authorizes Prosperity to use the information to obtain Customer's bill data.

(7) Notification. Prosperity will attempt to present all of Customer's electronic bills promptly. In addition to notification within the Service, Prosperity may send an Email notification to the Email address listed for Customer's Account. It is Customer's sole responsibility to ensure that this information is accurate. In the event Customer does not receive notification, it is Customer's responsibility to logon periodically to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. Customer is responsible for ensuring timely payment of all bills.

(8) Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. Customer may cancel electronic bill presentment at any time. The timeframe for cancellation of Customer's electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Prosperity will notify Customer's electronic Biller(s) as to the

change in status of Customer's account and it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. Prosperity will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(9) Non-Delivery of electronic bill(s). Customer agrees to hold Prosperity harmless should the Biller fail to deliver Customer's statement(s). Customer is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(10) Accuracy and dispute of electronic bill. Prosperity is not responsible for the accuracy of Customer's electronic bill(s). Prosperity is only responsible for presenting the information Prosperity receives from the Biller. Any discrepancies or disputes regarding the accuracy of Customer's electronic bill summary or detail must be directly addressed and resolved with the Biller by Customer.

This Agreement does not alter Customer's liability or obligations that currently exist between Customer and Customer's Billers.

**j. Disclosure of Account Information to Third Parties.** It is Prosperity's general policy to treat Customer's account information as confidential, as described elsewhere in this Agreement. However, Prosperity will disclose information to third parties about Customer's Account or the Transactions Customer makes in the following situations:

- (1) Where it is necessary for completing transactions;
- (2) Where it is necessary for activating additional services;
- (3) In order to verify the existence and condition of Customer's account to a third party, such as a credit bureau or Biller;
- (4) To a consumer reporting agency for research purposes only;
- (5) In order to comply with a governmental agency or court orders; or,
- (6) If Customer gives Prosperity its written permission.

**j. Service Fees and Additional Charges.** Customer is responsible for paying all fees associated with Customer's use of the Service. Section 30.ix.b. above (Failed Or Returned Payment Instructions) applies if Customer does not pay Prosperity's fees and charges for the Service, including without limitation if Prosperity debits the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

**k. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom Customer may direct a payment. As required by applicable Law, the Service will notify Customer promptly if it decides to refuse to pay a Biller designated by Customer as set forth in Section 30.g.v. (Prohibited Payments) above or an Exception Payment under this Agreement.

**l. Returned Payments.** In using the Service, Customer understands that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to Customer's Biller, or void the payment and credit Customer's Eligible Transaction Account. Customer may receive notification from the Service if required by Applicable Law.

**m. Information Authorization.** In addition to Section 30.b.iii. above (Information Authorization), Customer agrees that the Service reserves the right to obtain financial information regarding Customer's Account from a Biller or Customer's financial institution (for example, to resolve payment posting problems or for verification).

**n. Prohibited Payments.** The following types of payments are prohibited through the Service and Prosperity has the right but not the obligation to monitor for, block, cancel and/or reverse such payments: Tax payments and court-ordered payments.

## **32. MOBILE BANKING SERVICES**

IF CUSTOMER UTILIZES THE MOBILE BANKING SERVICES, CUSTOMER AGREES THAT CUSTOMER WILL USE THE MOBILE BANKING SERVICES FOR BUSINESS PURPOSES ONLY AND NOT FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD PURPOSE.

The term, "**Mobile Banking**" or "**Mobile Banking Service**" or, for purposes of this Section 32 and the Master Agreement as it applies to the Mobile Banking Service, together with the Mobile Remote Deposit Service, the "**Service(s)**" means a suite of services that Prosperity makes available, enabling Customer to conduct banking transactions with Prosperity by using its Mobile Device. Prosperity reserves the right to change the Mobile Banking Software and other protocols that Prosperity allows for Mobile Banking at any time without prior notice.

### **a. MOBILE BANKING IS PART OF YOUR PRIMARY ONLINE BANKING SERVICE**

The term, "**Internet Banking,**" or "**Online Banking,**" means the Internet Banking Service, more fully described in Section 30 above, through which Customer chooses to enroll in Mobile Banking. Except as specifically provided in this Section 32, those provisions will also apply to Mobile Banking. However, not all functions that are described in the Master Agreement or available at the Internet Banking Service website are available with Mobile Banking. All terms and conditions in Customer's Master Agreement or on the Internet Banking Service's website that limit or govern Customer's use of Internet Banking functions will also limit and govern Customer's use of those functions through Mobile Banking.

The same credentials (User ID and Passcode) that are in place for the Internet Banking Service shall also apply to Mobile Banking. Receiving electronic disclosures and notices on a Mobile Device(s) requires that the Mobile Device be an Internet-enabled Mobile Device that supports 128-bit encryption. In order to keep notices and disclosures sent to Customer electronically, Customer must have the ability

to save them to its Mobile Device or computer, or to print them. Customer may also request a paper copy of an electronic notice or disclosure at no additional charge by calling Treasury Support at 855-888-2242.

**b. The Mobile Banking Service Generally**

**i. Mobile Banking Functions**

Prosperity may offer certain banking services through the Mobile Banking Service, in its sole discretion. To access the Mobile Banking Service and functions, Customer's Mobile Device must be Internet enabled and connected to the Internet through its mobile communications service provider, be capable of sending and receiving SMS text messages, and satisfy any other applicable conditions of Prosperity. Customer must have at least one Account accessed by the Mobile Banking Service and be enrolled in both Prosperity's Internet Banking Service and Prosperity's Mobile Banking Service. Customer must enroll the particular Mobile Device(s) that it wishes to use with Mobile Banking. Customer must also un-register any Mobile Device(s) that Customer may no longer wish to be capable of using with Mobile Banking.

When Customer accesses Mobile Banking with its Mobile Device, Customer will see a menu of available Mobile Banking functions (*e.g.*, view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; etc.). From time to time Prosperity will add, and may modify or delete, particular Mobile Banking functions or geographic areas served by Mobile Banking. Prosperity may make such changes in functions or geographic service with or without prior notice. Prosperity reserves the right to refuse to make any Transaction that Customer may request through Mobile Banking.

**ii. Mobile Banking Service Availability**

In the case of a disaster, Customer's Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall Prosperity be liable to Customer for unavailability of Mobile Banking Services, or Customer's inability to access Mobile Banking or to execute Mobile Banking functions.

**iii. Fees Charged by Prosperity Bank**

Currently, Prosperity charges no fees to enroll in or use Mobile Banking. However, Prosperity reserves the right to institute or change fees for Mobile Banking after sending Customer any legally required prior notice.

**iv. Mobile Device and Mobile Communications**

Customer is responsible for providing its own Mobile Device that supports 128-bit encryption or other such basic functionality requirements as Prosperity may require from time-to-time. Mobile Banking Users must download, install and use certain Software systems and programs developed by Prosperity, its licensors or other third-parties. Prosperity is not responsible for any damage to



Customer's Mobile Device resulting from those activities, and Customer will be engaging in those activities at its own risk. To download Mobile Banking Software, Customer should follow the instructions found in the Mobile Banking section of the Internet Banking Site. Depending on its make and model, Customer's Mobile Device may need to be capable of receiving an SMS text message to initiate the download. Customer is responsible for obtaining its own mobile communications service provider. Customer's mobile communications service provider may charge Customer for Internet-related use and for text (SMS) messages, so Customer should see its mobile carrier for further details about its charges. Customer is responsible for all fees and charges that Customer may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

Prosperity is not a party to, and has no duty, liability or responsibility with respect to or in connection with (i) Customer's mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service Customer may purchase from others relating to Customer's use of Mobile Banking. This Section 32. does not amend or supersede any agreements that Customer has with third parties (such as Customer's Mobile Device supplier and Customer's mobile communications service provider), and Customer remains subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Customer's Mobile Device supplier and its mobile communications service provider are responsible for their products and services. Customer agrees that any problems it may have concerning those companies' products, services or agreements shall be resolved by Customer directly with them, and without involving Prosperity. Customer agrees to implement promptly any updates to its Mobile Device or Mobile Banking Software. Customer agrees to notify Prosperity promptly in the event any of its Users terminates his/her employment or otherwise no longer needs or should have access to the Mobile Bank Service, or if any telephone number of any of its Users is changed so that Bank messages will not be delivered to an unintended recipient.

Customer's Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("**Malware**"). Prosperity is not responsible for advising Customer of the existence or potential effect of any Malware. Customer's use of its hardware and software is at Customer's own risk.

Customer provides its consent for Prosperity or its Service Providers to contact Customer or any of its Users for Account alerts, servicing, marketing and fraud prevention purposes, and any other purposes referenced in this Agreement. Customer agrees that Prosperity may communicate with Customer or its Users by means of SMS text messages, the Internet browser on Customer's Mobile Device, or Prosperity's app downloaded to the Mobile Device for information and alerts regarding the Services or the Accounts. Customer understands and agrees that Account alerts will be sent to all registered Mobile Banking Users.

#### **v. Ownership and Mobile Banking License Rights Generally**

Customer agrees that Prosperity or its Service Providers retains all ownership and proprietary rights in the Mobile Banking Service and the Mobile Remote Deposit Capture Service, associated content, technology, and website(s). Customer's use of the Services is subject to and conditioned upon Customer's complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Customer's right to use the Service. Without limiting the restriction of the foregoing, Customer may not use the Services (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to Prosperity's business interests, or

(iii) to Prosperity's actual or potential economic disadvantage in any respect. Customer may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

In connection with Customer's use of Mobile Banking Software, Prosperity and its Service Providers (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require Customer's agreement to certain license rights arrangements and/or end-user agreements ("**Licenses**"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, Customer will be evidencing its acceptance of the terms and conditions of those Licenses. Prosperity may also condition its use of Mobile Banking Software upon Customer's affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Prosperity and its Service Providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to Customer in this Agreement and under the terms of such Licenses. If Customer obtains a different Mobile Device, Customer will be required to download and install Mobile Banking Software to that different Mobile Device under the same terms as set forth in this Agreement. Customer agrees to delete all such Software from its Mobile Device promptly if the Licenses or this Agreement terminate for any reason. Prosperity reserves the right to change, add to, or terminate services with its third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. CUSTOMER'S USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

**vi. Lost or Stolen Mobile Device or Passcode; Reporting Unauthorized Transactions**

If Customer believes its Mobile Device, User ID, Passcode, and/or other approved access device or any Security Procedures have been lost or stolen, or that someone has transferred or may transfer funds from Customer's Account without Customer's authorization, Customer must contact Prosperity **AT ONCE** at [\(855\) 888-2242](tel:8558882242). For additional information regarding Customer's and Prosperity's rights and responsibilities regarding unauthorized transactions, Customer should review its Master Agreement and its Account Terms.

**vii. Location-Based Information**

If Customer uses any location-based feature of the Service, Customer agrees that its geographic location and other related personal information may be accessed and disclosed via the Services. If Customer wishes to revoke the Service access to such geographic location information, Customer must cease using the location-based features of the Service.

#### viii. **Third Party Beneficiaries**

Customer agrees that Prosperity's third party Service Providers may rely upon Customer's agreement and representations, and that such Service Providers are intended third party beneficiaries to this Agreement, with the power to enforce this Agreement against Customer.

#### c. **MOBILE REMOTE DEPOSIT CAPTURE**

i. **Description.** The Mobile Remote Deposit Capture service ("**Mobile Remote Deposit Capture**") or, together with the Mobile Banking Service of which it is a part, the "**Service(s)**") provides Customer the ability to access and make deposits to its designated eligible Accounts using the Treasury Management Software for Mobile Remote Deposit Capture. The Mobile Remote Deposit Capture Service enables Customer to use a compatible handheld device to scan an image of an original paper check, as that term is defined in Regulation CC ("**Regulation CC**") promulgated by the Federal Reserve Board at 12 C.F.R. Part 229 ("**Original Checks**"), that is drawn on or payable through United States financial institutions (each a "**Check Image**") and to submit the Check Image and associated deposit information electronically to Prosperity from Customer's place of business or other remote location using the Software for deposit into a designated eligible Account for collection thereafter by Prosperity. A Check Image submitted to Prosperity electronically for deposit is not deemed received until Prosperity accepts and confirms receipt of Customer's Check Image deposit.

ii. **Conditions.** Customer's use of the Mobile Remote Deposit Capture Service is subject to, without limitation, these conditions and requirements:

To access the Mobile Remote Deposit Capture Service Customer must have or acquire and maintain a compatible handheld device and a wireless plan from a compatible wireless carrier.

Customer must request access to and qualify, and/or Prosperity must approve, Customer's request to use the Mobile Remote Deposit Capture Service.

Customer may scan and submit Check Images for deposit to Prosperity within the dollar limits ("**Deposit Limits**") established for Customer by Prosperity. Prosperity reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Remote Deposit Capture Service. If Customer exceeds the Deposit Limits established for Customer, Prosperity may in its sole discretion accept or refuse the Check Image deposit. If at any time Prosperity accepts a Check Image deposit that exceeds Customer's Deposit Limits, Customer will have no obligation to do so in the future. Prosperity may at any time in its sole discretion raise or lower Customer's Deposit Limits.

By requesting access to or using the Mobile Remote Deposit Capture Service, Customer authorizes Prosperity to provide Customer with access to all of the eligible Accounts Customer designates to participate in the Mobile Remote Deposit Capture Service. The following account types

are currently eligible for the Mobile Remote Deposit Capture Service: checking, savings, and money market accounts.

**iii. Day of Deposit.** Scanning and submitting Check Image deposits does not constitute receipt of the deposit by Prosperity. Customer agrees that items transmitted using the Mobile Remote Deposit Capture Service are not subject to the funds availability requirements of Regulation CC. Generally, Check Image deposits received by Prosperity prior to 6:00 p.m. Central Time are processed on the Business Day of receipt by Prosperity. Otherwise, Prosperity will consider the deposit to be made on the next Business Day it is open. Any Check Image deposit received after this time or on Saturdays, Sundays, and holidays when Prosperity is closed will be processed on Prosperity's next Business Day. Acknowledgment that Customer's Check Image deposit has been received by Prosperity does not mean that the Check Image deposit was received error free. The date of deposit is not necessarily the date of funds availability. Funds deposited using the Services will generally be made available in two (2) Business Days from the day of deposit. Prosperity may make such funds available sooner, in its sole discretion.

**iv. Confirmation of Receipt.** Prosperity will send Customer an Email to confirm receipt of Customer's Check Image deposit. Prosperity will send a notice to Customer if Customer's Check Image deposit is rejected in whole or in part. Customer may verify receipt and the amount of its Check Image deposit credited to its Account by reviewing its statement online or by calling Treasury Support at (855) 888-2242.

**v. Endorsement and Scanning.** Customer agrees that when using the Mobile Remote Deposit Capture Service, Customer will:

(1) Properly endorse Original Checks as described below:

“For Mobile Deposit Only--Prosperity Bank”

Then followed by Company Name,

Then the last four (4) digits of Customer's Account number into which Customer is depositing the item;

(2) Then scan both front and back; and

(3) Customer will scan and deposit only Original Checks payable to Customer and which have been drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by Customer to its designated Account with Prosperity.

All other items may be deposited by alternate methods such as in person or by mail including a completed account deposit slip.

**vi. Ineligible Images.** Customer understands and agrees that Prosperity is not obligated to accept for deposit any Check Image that Prosperity, in its sole discretion, determines to be ineligible for the Mobile Remote Deposit Capture Service. Ineligible items include without limitation: Check Images of items drawn on banks or financial institutions located outside the United States, Check Images that are illegible, images of checks previously converted to Substitute Checks (as defined by

Regulation CC), Check Images with unreadable magnetic ink character recognition ("MICR") information, checks dated more than six (6) months prior to the date of deposit or dated after the date of deposit, non-cash items; items for which Customer is not a holder in due course; items payable to any person or entity other than Customer (i.e., no third party deposits); items containing apparent alterations to any of the information on the front of the check or item, or which Customer knows or suspects (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; items prohibited by Prosperity's current procedures relating to the Service or which are not acceptable under the Agreement; Original Checks or other items previously converted to a Substitute Check; checks or items that are Remotely Created Checks (as defined in Regulation CC); or checks or items that are not otherwise acceptable under the Terms of Customer's Account(s). The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulators' agency, clearing house or association. Customer acknowledges and agrees that even if Prosperity does not identify a Check Image as ineligible, the Check Image may be returned to Prosperity because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Prosperity's failure to identify a Check Image you transmit to Prosperity as ineligible shall not preclude or limit your Obligations.

**vii. Destruction of Checks.** Customer shall fully destroy each Original Check in its Check Image deposit ten (10) days following receipt and crediting of its Check Image deposit, or as Prosperity may otherwise instruct. Prior to destruction Customer will mark each item prominently as "void," and Customer shall maintain each Original Check in a secure location in a locked container. Prior to the expiration of the retention period, Customer will promptly provide any retained item or copy thereof to Prosperity as it may request to aid in the clearing and collection process or to resolve claims by third parties with respect to such item. Customer understands and agrees that each Original Check must be fully destroyed following any retention period so that it is unreadable, unusable, or otherwise undecipherable. If Customer uses a paper shredder, it will be at least a "cross-cut" shredder, and Customer understands it is one such method to assure destruction. Customer is responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.

**viii. Customer Responsibilities.** In addition to its other responsibilities under this Agreement, Customer will be responsible for the following:

Customer shall not alter any Original Check or Check Image and shall review each Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time Customer scanned the Check Image.

Customer shall submit to Prosperity only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

Customer shall destroy the Original Checks as described above.

Customer shall not submit to Prosperity or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into Customer's Account with Prosperity or which Customer previously submitted to and was accepted by any other person or entity for deposit.

Customer shall not deposit into its Account with Prosperity or any other deposit-taking institution, or otherwise negotiate or transfer to anyone, any Original Check that Customer submitted as a Check Image deposit to Prosperity, unless following receipt of Customer's submission, Prosperity notifies Customer that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

Customer shall use the Mobile Remote Deposit Capture Service only for its own business use in accordance with the terms of this Agreement. Customer shall not make the Mobile Remote Deposit Capture Service available or transfer its rights to use the Mobile Remote Deposit Capture Service for the benefit of any third party.

**ix. Rejected Checks.** If an Original Check deposited through the Mobile Remote Deposit Capture service is rejected, Prosperity will send Customer an Email notifying Customer of the rejected deposit, and "Recent Activities" on Customer's Mobile Device will indicate "rejected" for that particular deposit.

**x. Availability.** Prosperity's ability to provide the Mobile Remote Deposit Capture Service is conditioned upon the availability of the wireless or computer services and systems used in transmitting Customer's requests and Prosperity's response. Prosperity shall not be liable or responsible for any Loss or damage incurred due to the failure or interruption of the Mobile Remote Deposit Capture Service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Prosperity's control.

**xi. DISCLAIMER OF WARRANTIES.** For clarity, Section 15 will also apply to the Mobile Banking Service.

**xii. Limitation of Liability.** For clarity, Section 16 will also apply to the Mobile Banking Service.

[Remainder of page is blank. Next page is Signature Page.]

SIGNATURE PAGE

This Agreement has been executed and delivered by Customer as of the latest date set forth below. Each person signing below represents and warrants that he/she has read this Agreement and understands it and has the full authority to execute this Agreement on behalf of the Customer and that this instrument is a legally valid and binding obligation of the Customer.

Customer Name (Name of Business): Harris County ESD #1

Authorized Signature: 

Printed Name of Authorized Signer: Cathy Sunday

Title: President of Harris County ESD #1

Date: 6/30/20

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

Printed Name of Authorized Signer: N/A

Title: N/A

Date: \_\_\_\_\_

## EXHIBIT A

### Initial Selection of Services

Please indicate Services requested with an "X" in the box next to the chosen Service:

| <u>Service</u>                        | <u>Add</u>                          | <u>Remove</u>            |
|---------------------------------------|-------------------------------------|--------------------------|
| <b><u>Liquidity Management</u></b>    |                                     |                          |
| Investment Sweeps                     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Loan Sweeps                           | <input type="checkbox"/>            | <input type="checkbox"/> |
| Zero Balance Accounts ("ZBA")         | <input type="checkbox"/>            | <input type="checkbox"/> |
| Repurchase Agreements                 | <input type="checkbox"/>            | <input type="checkbox"/> |
| <b><u>Online Payment Services</u></b> |                                     |                          |
| ACH Origination Services              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ACH Same Day Origination              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Business Bill Pay                     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Wire Transfer Services                | <input type="checkbox"/>            | <input type="checkbox"/> |
| FX Wire Services                      | <input type="checkbox"/>            | <input type="checkbox"/> |
| Controlled Disbursement               | <input type="checkbox"/>            | <input type="checkbox"/> |
| <b><u>Receivable Solutions</u></b>    |                                     |                          |
| Lockbox Services                      | <input type="checkbox"/>            | <input type="checkbox"/> |
| Remote Deposit Capture                | <input type="checkbox"/>            | <input type="checkbox"/> |
| Mobile Banking                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mobile Deposit                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b><u>Risk Management</u></b>         |                                     |                          |
| ACH Positive Pay                      | <input type="checkbox"/>            | <input type="checkbox"/> |
| ACH Block                             | <input type="checkbox"/>            | <input type="checkbox"/> |
| ACH Filters                           | <input type="checkbox"/>            | <input type="checkbox"/> |
| Check Positive Pay                    | <input type="checkbox"/>            | <input type="checkbox"/> |
| Payee Match                           | <input type="checkbox"/>            | <input type="checkbox"/> |
| Reverse Positive Pay                  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Account Reconciliation                | <input type="checkbox"/>            | <input type="checkbox"/> |



**Exhibit B**  
**Initial Appointment of Lead Administrators**

Customer Name (Name of Business)  
Harris County ESD #1

Any capitalized term not defined herein shall have the meaning ascribed to it in the Treasury Management Services Master Agreement or applicable Service Agreement(s) (the “**Agreement**”).

**Appointment of Lead Administrator(s) —To be completed and signed by the Customer’s Authorized Signer.**

By signing below, Customer authorizes each person listed below to be a Lead Administrator with the authority to:

- I
  - A. Appoint and remove Administrators and Associates to perform authorized Transactions under the Agreement for all Treasury Management Services requested or accessed by Customer; and
  - B. To perform any Transactions pursuant to the Agreement for all Treasury Management Services requested or accessed by Customer.

Unless also an Authorized Signer of Customer, the Lead Administrator(s) listed below do not have the authority to execute the Agreement.

1. Name: Melissa Morton  
\_\_\_\_\_  
Title: System Administrator  
\_\_\_\_\_  
Business Address: 2800 Aldine Bender, Houston, TX 77032  
\_\_\_\_\_  
Telephone \ Fax Number: 281-416-8571  
\_\_\_\_\_  
E-mail Address: melissacpa@themortonassocaites.com  
\_\_\_\_\_

2. Name: Name  
\_\_\_\_\_  
Title: Title  
\_\_\_\_\_  
Business Address: Business Address  
\_\_\_\_\_  
Telephone \ Fax Number: Telephone/Fax Number  
\_\_\_\_\_  
E-mail Address: Email Address  
\_\_\_\_\_

This appointment shall be binding and the authority shall remain in force until written notice of any revocation or modification is delivered to Prosperity. By his/her signature below, Customer's Authorized Signer represents and warrants that he/she has the authority on behalf of Customer to appoint the Lead Administrator(s) listed above.

6/30/20  
Date

  
Signature of Customer's Authorized Signer

Cathy Sunday  
Name (Print)

President of Harris County ESD #1  
Title



### Bank Amendment Form

Effective Date: 06/30/2020

Participant # TX-01- 0727-4001

Add                       Modify                       Delete

Prosperity Bank  
Bank Name

Harris County ESD #1  
Name on Account

218987611  
Account Number

113122655  
ABA/Routing Number

Wire

ACH

Both

For Further Credit (FFC) Bank Info:

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

Yanelly Hernandez or Randelyn Nelson - 713-693-9258

Bank Contact/ Bank Phone Number

(No contact needed if deleting bank or if this form is signed by two Authorized Signers on the account)


The above changes have been duly approved by two current Authorized Signers\*:

  
Signature

Cathy Sunday  
Printed Name

6-30-2020  
Date

President, Board Chair  
Title

  
Signature

Fred Scibuola  
Printed Name

6-30-2020  
Date

Treasurer  
Title

**Note:** All completed forms should be sent to the Client Service team via the contact information listed below.

\*If there is only one Authorized Signer on the account, bank contact must be provided to verify bank account.



**Loan Maintenance Request**  
**ACH Set-Up / Change - Regular Payment**  
**(Auto & Business Only)**

| Required Branch/Department Information |                    |                           |
|----------------------------------------|--------------------|---------------------------|
| Bank No.                               | Mail Code          | Cost Center No.<br>161114 |
| Employee Name<br>SHEILA STRICKLAND     |                    |                           |
| Telephone No.<br>312/732-2982          | Date<br>06/25/2020 |                           |

| Borrower Information                                         |                                               |
|--------------------------------------------------------------|-----------------------------------------------|
| Borrower Name<br>HARRIS COUNTY EMERGENCY SERVICES DISTRIC... | Phone Number<br>(713) 392-4933                |
| Address<br>2800 ALDINE BENDER RD STE A                       | City/State/Zip Code<br>HOUSTON, TX 77032-3502 |

| Loan Account Information                                                                              |  |
|-------------------------------------------------------------------------------------------------------|--|
| <input type="checkbox"/> Auto (Changes only - No set-up) <input checked="" type="checkbox"/> Business |  |
| Account Number: 452031688002                                                                          |  |

**Automatic Payment Information**



The undersigned hereby authorizes JPMorgan Chase Bank, N.A., (the "Lender") to initiate debit entries equal to the required payment amount, on the due date of the regularly scheduled payment specified in the loan documents, from the checking or savings account indicated below at the depository institution named below, and to obtain funds from the depository institution for credit to the Lender loan account identified above ("Loan Account").

***This request authorizes the Lender to initiate such debit entries on the next scheduled due date, unless the statement for the current loan account statement cycle has been generated prior to the receipt of this request. If the current loan account statement cycle has already been generated, the automatic payments will begin the following payment cycle. An ACH request cannot be processed if the account is currently past due.***

This authorization supercedes and replaces any prior authorization provided by the undersigned for required payment amounts on the scheduled due date. This authority is to remain in full force and effect until the Lender and the depository institution listed herein have received notification from the undersigned of its termination in such time and in such manner as to afford the Lender and such depository institution a reasonable opportunity to act on it. This authorization will automatically expire upon the earlier of one month prior to the last scheduled payment on the Loan Account or payment in full of the Loan Account referenced above. **THIS MEANS THAT THE LAST SCHEDULED PAYMENT WILL NOT BE MADE AUTOMATICALLY AND BORROWER IS RESPONSIBLE FOR MAKING THE LAST PAYMENT MANUALLY.**

The debit entries may cause an overdraft of the account at the depository institution, which may result in the depository institution's refusal to honor item(s) drawn on such account. If more than one debit entry is returned by the depository institution upon which it is drawn, the Lender shall have the right, at its sole discretion, to terminate all ACH debit entries on such Loan Account. Failure to exercise this right is not a waiver of the ability to do so at a later time. The lender reserves the right to reverse any credits made to the Loan Account if the debit entry is returned by the depository institution upon which it is drawn (e.g., NSF). If the payment request is not honored by the depository institution on which it is drawn, the Borrower will be responsible for any late fees, NSF fees, and/or additional interest on the Loan Account. If no periodic statement is received on the Loan Account, and the deposit account is primarily for personal, family or household use, the undersigned agrees that payments may vary in amount from \$100 less to \$100 more than the regularly scheduled payment.

| Deposit Account Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> ACH Set-up (Business Accounts Only) <input type="checkbox"/> ACH Change                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Financial Institution's Name: Prosperity Bank                                                                                                               |
| Deposit Acct Number<br>218987611                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Deposit Acct Routing / Transit Number<br>113122655      Deposit <input type="checkbox"/> Checking<br>Acct Type: <input checked="" type="checkbox"/> Savings |
| <ul style="list-style-type: none"> <li>• The checking or savings account deductions referred to in this document will be applied as monthly payments to your loan account in the amount of the regularly schedule payments and on the due dates specified in your loan account agreement.</li> <li>• Please continue to make your scheduled monthly payments until you receive a confirmation letter with your Automatic Payment start date.</li> <li>• <b>AUTO ONLY:</b> existing customers can make changes only; Set-up not available using this form.</li> </ul> |                                                                                                                                                             |
| <b>Attach a voided check (for Non-Chase ACH Payments only)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                             |

| Automatic Payment Authorization                |                                                                                                                  |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Deposit Account Holder's Name<br>Cathy Sunday  | Signature  Date<br>6-30-2020 |
| Deposit Account Holder's Name<br>Fred Sciboula | Signature  Date<br>6-30-2020 |

**Distribution – Fax To:**

Auto Finance : 1-800-255-9502

Business Banking : 281-274-9613

SBB Research and Adjustments : sbbresearchandadjustments@chase.com

**Provide a copy to the customer(s)**

# Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

|                                                                                          |                                                     |
|------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Name of purchaser, firm or agency<br><b>Harris County Emergency Services District #1</b> |                                                     |
| Address (Street & number, P.O. Box or Route number)<br><b>2800 Aldine Bender Rd.</b>     | Phone (Area code and number)<br><b>281-416-8571</b> |
| City, State, ZIP code<br><b>Houston, TX 77032</b>                                        |                                                     |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Oak Interactive LLC

Street address: 1819 Blue Water Bay Dr. City, State, ZIP code: Katy, TX 77494

Description of items to be purchased or on the attached order or invoice:

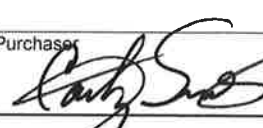
Website Maintenance  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser claims this exemption for the following reason:

Tax exempt County entity  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

|             |                                                                                                  |                    |                   |
|-------------|--------------------------------------------------------------------------------------------------|--------------------|-------------------|
| sign here ▶ | Purchaser<br> | Title<br>President | Date<br>6/30/2020 |
|             |                                                                                                  |                    |                   |

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**